



THE CORPORATION OF THE TOWN OF INNISFIL

**BY-LAW NO. 073-19
"ROADS BY-LAW"**

**A By-law of The Corporation of the Town of Innisfil
respecting the regulation of Roads, Rights of Way and
Entranceways within the boundaries of the Town of
Innisfil**

WHEREAS section 8 of the *Municipal Act*, 2001, provides that Sections 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities to (a) enable municipalities to govern their affairs as they consider appropriate and, (b) enhance their ability to respond to municipal issues;

AND WHEREAS section 9 of the *Municipal Act*, S.O. 2001, c. 25 ("the *Municipal Act*, 2001"), provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

AND WHEREAS section 10(2) of the *Municipal Act*, 2001 provides that a single-tier municipality may pass By-laws respecting, *inter alia*, economic, social and environmental well-being of the municipality, health, safety and well-being of persons, protection of persons and property and structures, including fences and signs;

AND WHEREAS section 11 of the *Municipal Act*, 2001 provides that a single-tier municipality has broad authority to pass By-laws respecting any matter it deems necessary or desirable for the public, including, *inter alia*, highways, including parking and traffic on highways, public utilities, structures, including fences and signs;

AND WHEREAS section 118 of the *Municipal Act*, 2001, provides that a municipality may, *inter alia*, regulate the excavating, construction and use of trenches and may by By-law prohibit same unless a permit is obtained from the municipality which may also impose conditions with respect to the permit, including requiring the submission of plans;

AND WHEREAS section 126 of the *Municipal Act*, 2001, provides that a local municipality may regulate cultural, recreational and educational events including public fairs and may by By-law prohibit same unless a permit is obtained from the municipality which may also impose conditions including requiring submission of plans;

NOW THEREFORE the Council of the Corporation of the Town of Innisfil enacts as follows:

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SECTION 1: SHORT TITLE AND INTERPRETATION

1.1 SHORT TITLE

This By-law may be cited as the “ROADS BY-LAW”.

1.2 APPLICATION

This By-Law applies to all Rights of Way within the geographical boundaries of the Corporation of the Town of Innisfil assumed by the Corporation of the Town of Innisfil.

1.3 REPEAL AND TRANSITION

This By-law repeals Town By-laws No. 011-97 and 001-92, but any permits issued pursuant to By-law No. 011-97 for Right of Way Activities or Entranceway Activities, as those terms are understood pursuant to this By-law, shall continue to be valid and binding, and shall be deemed to have been issued under the former By-law for regulatory and enforcement purposes.

Any External Works Agreements executed prior to the date this By-law comes into force and effect shall continue to be valid and binding, save and except for any External Works Agreements resulting from a decision of the Town’s Committee of Adjustment.

1.4 HEADINGS

Any headings used in this By-law are used for convenience only and are not to be used as a means of interpretation.

1.5 TERMINOLOGY

The necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships, trusts and individuals, male or female, and to include singular or plural meaning where the context so requires, will in all cases be assumed as though fully expressed.

1.6 SEVERABILITY

In the event that any provision, or part thereof, of this By-law is found by a court of competent jurisdiction, to be *ultra vires*, such provision, or part thereof, shall be deemed to be severed, and the remaining portion of such provision and all provisions of this By-law shall remain in full force and effect.

1.7 REFERENCE TO STATUTES

References in this By-law to any statute, regulation, By-law, or any provision thereof, includes such statute, regulation, By-law or provision thereof as amended, revised,

re-enacted and/or consolidated from time to time and any successor statute, regulation or By-law thereto.

1.8 APPLICANT’S EXPENSE AND TOWN’S SATISFACTION

Every provision of this By-law, and any provision made under a Permit issued under this By-law, wherein the Applicant is obligated in any way is deemed to include the words “at the expense of the Applicant” and “to the Town’s satisfaction”, unless specifically stated otherwise.

1.9 DELEGATED AUTHORITY

The authority to administer this By-law on behalf of the Town is delegated to the Development Engineering Leader, the Capital Engineering Leader, the Manager of Operations and the Town Treasurer, acting jointly and severally, and from time to time, as well as any Town Staff acting under the authority of the aforementioned persons. Where the consent of the Town is required under this By-law, such consent may be obtained by the Development Engineering Leader, the Capital Engineering Leader or the Manger of Operations, unless specifically stated otherwise.

1.10 TOWN AS AGENT

Any Work completed by the Town under this By-law for or on behalf of the Applicant, or by reason of the Applicant not having completed the Work in the first instance, shall be deemed to completed by the Town as agent for the Applicant and will not, for any purpose whatsoever, be deemed as an acceptance or assumption of Works by the Town.

1.11 DEFINITIONS

For the purposes of this By-law, the following words shall have the meaning ascribed to herein:

- (a) **“Agricultural Lands”** has the same meaning as it does in the Town’s Site Alteration By-Law;
- (b) **“Applicant”** means any person(s), Utility Service Provider or corporation making application for a Right of Way Activity Permit or Entranceway Activity Permit, and includes any agent representing or working on behalf of the Applicant. The Town reserves the sole discretion to determine who is to be the Applicant;
- (c) **“Boulevard”** means the municipally-owned area of the road allowance between the back edge of the curb or the back slope of the ditch line and the private property line;
- (d) **“Capital Engineering Leader”** means the Capital Engineering Leader for the Town of Innisfil or his/her authorized representatives/delegates;

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- (e) **“Certificate of Maintenance and Final Acceptance”** means a certificated issued by the Town in accordance with section 22 hereto;
- (f) **“Certificate of Substantial Completion”** means a certificate issued by the Town in accordance with section 21.6 hereto;
- (g) **“Commercial Entranceway”** means an Entranceway opening onto a Right of Way from a retail or service business;
- (h) **“Contractor”** means any person(s), company or firm engaged in providing labour, equipment, materials, etc. necessary to complete the Work described;
- (i) **“Date of Final Reinstatement”** means the day that the finished surface is satisfactorily reinstated on any road cut that has been opened unless the road cut has to be re-excavated in order to execute repairs, in which case the **“Date of Final Reinstatement”** means the day the repairs are satisfactorily completed;
- (j) **“Deleterious Material”** means subsurface soils of an undesirable nature such as, but not limited to organic materials, highly organic silts, sensitive or ultra-sensitive clays, peat or other highly compressible soils, and soils containing noxious or hazardous chemical or waste products;
- (k) **“Development Engineering Leader”** means the Development Engineering Leader for the Town of Innisfil or his/her authorized representatives/delegates;
- (l) **“Emergency Right of Way Activity”** means a Right of Way Activity undertaken in the event of an emergency affecting public health and/or safety without first obtaining a Permit.
- (m) **“Entranceway”** means an area of ingress and egress to a privately or publicly owned parcel from a Right of Way and shall include but is not limited to a public or private roadway, driveway, sidewalk, footpath or easement, gate structure or any facility constructed or used as a means of ingress and egress to and from any Right of Way;
- (n) **“Entranceway Activity”** includes the temporary occupancy of an Entranceway (as defined in this By-law) for the installation, repair, replacement or improvement of an Entranceway, including but not limited to:
 - i. Construction of a new Entranceway;
 - ii. Changing the design of an existing Entranceway;
 - iii. Changing the location of an existing Entranceway;
 - iv. Changing the use of or classification of an existing Entranceway;
 - v. Paving an existing Entranceway; or
 - vi. Construction of a Temporary Entranceway for the use of any part of the Right of Way as a means of temporary access

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by any Person(s), Utility Service Provider or Corporation, but does not include any activity or activities for which a Right of Way Activity Permit has been or is required to be obtained under this By-law or any activity or activities undertaken by the Town;

- (o) **“Entranceway Activity Permit”** means a permit issued by the Town under this By-law to regulate activities which are carried out upon Entranceways within the Town.
- (p) **“Heave”** means any rise in the surface of a road cut in relation to the grade of the adjacent undisturbed Right of Way;
- (q) **“Highway”** means a common and public highway and includes any bridge, trestle, viaduct, pathway, or other structure forming part of the highway, and except as otherwise provided, includes a portion of a highway and includes the area between the lateral property lines thereof;
- (r) **“Lands”** means the property or properties for which the Permit is being issued and/or upon which Works under the Permit are being carried out;
- (s) **“Maintenance Period”** means either:
 - (i) the period between issuance of the Certificate of Substantial Completion and the issuance of the Certificate of Maintenance and Final Acceptance by the Town; or
 - (ii) the 12 months following final reinstatement, where no Certificate of Maintenance and Final Acceptance by the Town is required,as determined by the Town, in its sole discretion.
- (t) **“Manager of Operations”** means the Manager of Operations for the Town of Innisfil or his/her authorized representatives/delegates;
- (u) **“Minimum Sight Distance”** means the distance measured from the centre line of the entrance at a height of 1.05 metres above grade, which represents the driver’s eye level, and at an offset of 3.0 metres from the edge of pavement, to a point on the centre of the upstream and downstream lane of the Right of Way at a height of 1.05 metres, which represents the object height;
- (v) **“M.T.O.”** means Ministry of Transportation of Ontario;
- (w) **“Normal Farm Practice”** has the same meaning as defined in the *Farming and Food Production Protection Act, 1998*, S.O. 1998, c.1, as amended,
- (x) **“O.P.S.S.”** means Ontario Provincial Standard Specifications;

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- (y) **"Owner"** means either the legal or beneficial owner of the Lands or the developer to whom the Permit is issued;
- (z) **"Pathway"** means the parts of a Right of Way set aside by the Town for the use of pedestrians and cyclists;
- (aa) **"Permit"** means an authorization granted in writing by the Town pursuant to this By-law;
- (bb) **"Person"** includes the Applicant whether an individual or a corporation and the successors, assigns, heirs, executors, administrators, or other legal representatives of a person to whom the context may apply according to law, but excludes the Town and its agents;
- (cc) **"Public lands"** means any properties under the care and control of the Town of Innisfil;
- (dd) **"Residential Entranceway"** means an Entranceway opening onto a Right of Way from a private residence or from a multi-unit residential dwelling containing not more than two separate, self-contained dwelling units;
- (ee) **"Right of Way"** means the total area of any municipally-owned or controlled right of way, from property line to property line, including the highway, roadway, bridge, curb, shoulder, sidewalk, ditch and boulevard and/or any other municipally-owned or controlled parks and Public Lands;
- (ff) **"Right of Way Activity"** includes the temporary occupancy of a Right of Way (as defined in this By-law) for the installation, repair, replacement or improvement of Works of any nature, including but not limited to:
 - (i) the occupation of the Right of Way by any vehicle, structure, object or thing for any purpose other than the free flow of pedestrian or vehicular traffic upon the Right of Way, unless explicitly permitted under any other Town By-law;
 - (ii) the removal or disturbance of any soil, plant material, planking, sidewalk, curbing pavement or any other structure forming part of a Right of Way, unless required by any provision of this By-law;
 - (iii) the breaking or excavating of any soil, plant material, planking, sidewalk, curbing, pavement or any other structure forming part of any Right of Way;
 - (iv) the making of any excavation in or under any Right of Way for the purpose of building or otherwise;
 - (v) the removal, replacement or repair of any structure below the surface of the Right of Way, including but not limited to cables, wires, pipes, sanitary sewers, storm sewers, watermains, catchbasin, and/or

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drainage implement;

- (vi) the placement or erection of garbage boxes, benches or other related appurtenances on a Right of Way. Rural mailboxes shall be an exception provided they comply with Canada Post and Town of Innisfil regulations;
- (vii) the planting, building, installing or maintaining of fences on any Right of Way including part of a worm fence; or
- (viii) the placement, repair or erection of transit systems shelters, bicycle stands, newspaper boxes, temporary signs, billboards, community mailboxes, or utility on a Right of Way,

by any Person(s), Utility Service Provider or Corporation, but does not include any activity or activities for which an Entranceway Activity Permit has been or is required to be obtained under this By-law or any activity or activities undertaken by the Town;

- (gg) **“Right of Way Activity Permit”** means permit issued by the Town under this By-law to regulate activities which are carried out upon Rights of Way within the Town of Innisfil.
- (hh) **“Roadway”** means the part of a Right of Way that is improved, designed or ordinarily used for vehicular traffic, but does not include the curb, shoulder or boulevard;
- (ii) **“Road Cut”** means a surface or subsurface cut in any part of a Right of Way or Entranceway made by any means, including any excavation, reconstruction, cutting, saw cutting, overlaying, crack sealing, breaking, boring, directional drilling, jacking or tunneling operations;
- (jj) **“Rural Road Section”** means a road section which does not have curbs or gutters, but may have a ditch;
- (kk) **“Security”** or **“Securities”** means, the Performance and Maintenance Guarantee provided in the form of one or more of the following: cash or certified cheque, letter of credit, Visa or MasterCard payable to the Town of Innisfil, as further provided for under section 9.2 hereto;
- (ll) **“Settlement”** or **“Settled”** means any sinking of the surface of a road cut in relation to the grade of the adjacent undisturbed Right of Way;
- (mm) **“Shoulder”** means that part of a Right of Way immediately adjacent to the roadway and having a surface, which has been improved for the use of vehicles with asphalt, concrete or gravel;
- (nn) **“Sidewalk”** means all parts of a Right of Way set aside by the Town for the use of pedestrians;

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- (oo) **“Temporary Entranceway”** means an Entranceway onto a Right of Way that provides access to property for a limited period, not to exceed 12 months, for the purpose of construction, repair or improvements to that property or to facilitate a staged development;
- (pp) **“Town”** means the municipal Corporation of the Town of Innisfil, including all agencies and boards thereof, including but not limited to InnServices Inc. and InnPower Corporation, or the geographic area as the context requires. The Corporation of the Town of Innisfil could be referred to as “Innisfil,” “Town of Innisfil” or “Town” in this By-law;
- (ii) **“Town Standards”** means *The Town of Innisfil Engineering Design Standards and Specifications*, as amended, and are intended as Guidelines for land development and Town projects to aid in providing uniform designs throughout the Town and are to be used in conjunction with Ontario Provincial Standard Drawings (O.P.S.D.), Ontario Provincial Standard Specification (O.P.S.S.) and Town of Innisfil Standard Drawings (T.O.I.S.D.s);
- (jj) **“Town Treasurer”** means the Treasurer for the Town of Innisfil or his/her authorized representatives/delegates;
- (kk) **“Traffic Management Plan”** means a standard document outlining the particulars of proposed Work on any Right of Way within the Town of Innisfil. The Traffic Management Plan shall contain the information respecting how the Applicant intends to comply with this By-law including but not limited to the following:
 - (i) start and completion times of work of the Works;
 - (ii) specific location of the Works, including a key map;
 - (iii) requirement to work during peak hours, if any;
 - (iv) lane use requirements;
 - (v) requirements for road closure;
 - (vi) public notification undertaken;
 - (vii) parking meters affected by the Work;
 - (viii) requirement for temporary no stopping signs;
 - (ix) identification of any bus route(s) and bus stops affected by the Works;
 - (x) traffic routing and detour requirements, where required, including a map of all proposed detour routes; and

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- (xi) a traffic protection plan compliant, at a minimum, with Ontario Traffic Manual Book 7, and Worker protection.
- (ll) **“Urban Road Section”** means a road section with curbs, gutters and a storm sewer, but does not have ditches;
- (mm) **“Utility Service Provider”** means a board, commission, or corporation that provides utilities under the authority of any statute, charter, By-law or franchise;
- (nn) **“Vehicle”** includes a motor vehicle, trailer, traction engine, farm tractor, road-building machine, bicycle and any vehicles drawn, propelled or driven by any kind of power, including muscular power, but does not include a motorized snow vehicle or a street car.
- (oo) **“Warranty”** means a guarantee by the Applicant that the Work for which a permit has been issued has been carried out in accordance with the Town's requirements; and
- (pp) **“Work”** or **“Works”** means any Works undertaken under a Right of Way Activity Permit or Entranceway Activity Permit.

SECTION 2: GENERAL

- 2.1 Except in accordance with a Permit issued pursuant to this By-law or in the circumstances provided herein at section 3, no Person other than the Town shall:
- (a) undertake any Right of Way Activity or Entranceway Activity within the Town of Innisfil;
 - (b) on any Right of Way or Entranceway, throw, place or deposit by any means whatsoever, or cause or suffer to be thrown, placed or deposited, snow, ice, building material, dirt, glass, handbills, paper or other rubbish, refuse or garbage, the carcass of any animal, or yard waste material;
 - (c) place any obstruction in any ditch, gutter, culvert or watercourse on any road, or obstruct or cause to be obstructed, any ditch, gutter, culvert or watercourse on any Right of Way;
 - (d) permit water to be discharged from a pipe on the persons property on, over or across a sidewalk or pathway, or directly onto the travelled portion of a Right of Way;
 - (e) by any means whatsoever, damage or cause damage of any sort to any Right of Way;
 - (f) pave, gravel, or apply any other type of surfacing material, including decorative pavement, to any part of a Right of Way, unless it forms part of the Works for which the appropriate permit has been approved;

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- (g) use any portion of any Right of Way for the storage of materials or for the building or erection of hoardings.
- 2.2 The Town may require the removal of any unauthorized object or obstruction built, maintained, placed, deposited or planted on any Right of Way or Entranceway, by the Person who built, maintained, placed, deposited or planted the object or obstruction.
- 2.3 Where the Person(s) identified in section 2.2 refuses or fails to remove the unauthorized object or obstruction, the Town may effect the removal and remediation by any means, and any costs incurred by the Town in completing the removal and/or remediation, together with any charges, damages (including damages for injury), or other expenses payable to the Town arising out of its completing the removal and/or remediation may be recovered in accordance with the Enforcement Provisions at section 24 of this By-law.
- 2.4 Every occupant or land owner of every house, shop, building, lot or parcel of land, and every person having charge or care of any church, school or public building, shall:
- (a) keep the sidewalks on roadways fronting or abutting the premises clean and free from any and all obstructions and other hazards, including but not limited to snow, ice or debris; and
- (b) maintain the boulevard adjacent to their property by ensuring that same is kept reasonably neat and tidy, free from rubbish, garbage, brush, waste, litter, noxious weeds, excessive growths of other weeds and grass, unsightly and unreasonably overgrown ground cover, hedges and bushes, and/or other debris. This subsection is not meant to interfere with works done at the direction of a conservation authority established under the *Conservation Authorities Act*.
- 2.5 The Manager of Operations may temporarily close to traffic any Right of Way whenever it becomes necessary, for reconstruction, repair, improvement, emergency or other statutory authority, provided that:
- (a) Where a Right of Way, or portion thereof, is closed under this section, the Town shall provide and keep in repair a reasonable temporary alternate route for traffic and/or temporary access for property owners who cannot obtain access to their property by reason of the closing.
- (b) While a Right of Way, or portion thereof, is closed to traffic under this section, the Town shall erect any appropriate signage required by the Ontario Traffic Manual or *Highway Traffic Act*.
-
- 2.6 No person shall:
- (a) Use a Right of Way, or portion thereof, that is closed to traffic and marked in accordance with section 2.5; or

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- (b) Remove or deface any barricade, device, detour sign or notice placed under section 2.5,

without prior authorization from the Manager of Operations.

- 2.7 Despite any other provisions contained in this By-law, the Town may alter, open, or otherwise use or permit to be used any Right of Way for any civic purpose in accordance with Town By-law No. 33-93 (the Festival and Parades By-law).

SECTION 3: EXCEPTIONS

- 3.1 For any occupation of the Right of Way for the purpose of a Normal Farm Practice, a permit shall not be required, however, the Person undertaking the Normal Farm Practice shall comply with Ontario Traffic Manual Book 7, as amended, revised or replaced.
- 3.2 Subject to section 3.3, a Right of Way Activity may be carried out without first obtaining a Permit in the event of an emergency affecting public health and/or safety.
- 3.2 Where a Right of Way Activity has been undertaken upon a Right of Way without a Permit under section 3.2, the Person undertaking the Right of Way Activity shall, on the same day the Work is commenced, or if the Town offices are closed, no later than the start of the next business day, notify the Manager of Operations of the following:
- (a) the name of the Person and any agents undertaking the Right of Way Activity on behalf of the Person;
 - (b) the nature of the Right of Way Activity;
 - (c) the location of the Right of Way Activity;
 - (d) the estimated duration of the Right of Way Activity; and
 - (e) the reason for proceeding without obtaining a Permit and without providing the required notice.
- 3.3 At the earliest opportunity following the Emergency Right of Way Activity, but no more than 5 business days after the commencement of same, a Permit must be applied for, in accordance with section 4 of this By-law.
- 3.4 The Manager of Operations may require any or all information to confirm the validity of an Emergency Right of Way Activity. Should the Manager of Operations determine that insufficient proof of an emergency was submitted or that the Right of Way Activity was undertaken without an emergency affecting public health and/or safety, the Applicant may be notified in writing that they have been deemed

to have conducted the Right of Way Activity without a Permit and are thus guilty of an offence, in accordance with section 24 of this By-law.

SECTION 4: ADMINISTRATION

- 4.1 The Applicant shall be responsible for ensuring that all provisions of this By-law, and the terms of any applicable regulations, guidelines or policies made hereunder, are met and that any Works are constructed, or acts are performed, in accordance with the provisions of this By-law, any requirements of the Town under the Permit.
- 4.2 An application for a Permit under this By-law shall be filed with the Manager of Operations not less than five (5) business days in advance of the commencement of any acts, Work or Right of Way Activities or Entranceway Activities for which the Permit is required. When applying for a Permit under this By-law, the Applicant shall provide,
- (a) a completed application in the prescribed form and payment of the permit fee, pursuant to section 4.5 of this By-law;
 - (b) proof of insurance, as required by section 7 of this By-law;
 - (c) proof of agency, if a third party submits the application on behalf of the Applicant;
 - (d) Traffic Management Plan, to be accepted by the Town, and updated as required;
 - (e) a sketch of the proposed location, which sketch shall provide enough information to enable the Town to locate the proposed Right of Way Activity or Entranceway Activity;
 - (f) a contact telephone number, as required by section 10 of this By-law; and
 - (g) any other information as the Town may require from time to time, at its sole and absolute discretion.
- 4.3 Where requested by the Town, an application for a Permit under this By-law shall also include:
- (a) payment of a Working Deposit, the value of which shall be determined by the Town as further provided in section 8;
 - (b) Security, as required by section 9 of this By-law;
 - (c) an estimate of the cost of Works, to be updated from time to time or upon request of the Town, such estimate being preliminary only, and may be changed or added to from time to time, at the discretion of the Town;

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- (d) designs, drawings, plans, specifications, reports and/or certificates prepared by the Applicant and/or the Applicant’s Consulting Engineer, as required and to be approved by the Town;
- (e) confirmation by the Applicant’s Consulting Engineer that the field layout is in accordance with Town Standards and the approved engineering drawings;
- (f) approvals required from all other governmental authorities or agencies; and/or
- (g) any other information as the Town may require from time to time, at its sole and absolute discretion.

4.4 ASSIGNMENT

- (a) The Applicant cannot assign a Permit issued under this By-law without the written consent of the Town. The Town will not unreasonably withhold its written consent to any assignment provided:
 - (i) the Applicant is at the time in good standing under the terms of this By-law and any additional requirements under the issued permit;
 - (ii) the Person or entity to whom the permit is proposed to be assigned (“**Assignee**”) agrees in writing to assume all of the outstanding obligations of the Applicant under this By-law and the permit including, but not limited to, the Applicant's obligation to provide and maintain securities to assure the due carrying out of the Works; and
 - (iii) the Assignee shall pay to the Town any fees associated with the assignment, at the sole and absolute discretion of the Town.
- (b) Upon any such assignment being completed, the Assignee shall become the Applicant for the purposes of this By-law and the Permit. However, the Town will not be required to return to the Applicant any of the securities deposited until securities in a like amount and in a form satisfactory to the Town are deposited with the Town by the Assignee.
- (c) If the Lands upon which Works are being undertaken are sold prior to the completion of the Works, the Applicant shall obtain the purchaser's covenant in writing to assume full and complete responsibility for the performance of the Applicant's continuing obligations under this By-law and the Permit.

4.5 The fees for a Permit issued under this By-law, and for any inspections required under it, shall be such amount as determined in the Town of Innisfil Fees By-law and shall be due and payable to the Town of Innisfil at the time of application. No permit shall be issued, or inspection carried out, until such fees have been paid and there shall be no refund of any fees for any cause.

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- 4.6 The Town may refuse to grant a Permit to any Applicant for any of the following reasons:
- (a) persistent and/or serious violations of any condition of a Permit previously issued to the Applicant, or of any provisions of this By-law (or its predecessor) applicable to a Permit previously issued hereunder (or under the predecessor By-law);
 - (b) where Roadway construction, reconstruction or resurfacing has occurred within the previous three years of the proposed Right of Way Activity or Entranceway Activity;
 - (c) such other reason as the Town may deem proper which reason shall be delivered in writing to the Applicant, if so requested.
- 4.7 Where the Town finds,
- (a) a violation of any condition of the Permit or of any provision of this By-law;
 - (b) a violation of any provision of any other law relating to the Works;
 - (c) the existence of any condition or the doing of any act constituting or creating a nuisance or endangering the lives or properties of others;
 - (d) that the Permit has been issued on mistaken, false or misleading information; or
 - (e) that the Work is not carried out in a diligent and workmanlike manner,
- the Town shall provide written notice of the violation and may, in its sole and absolute discretion, grant a period of not more than fourteen (14) days to correct the violation, or revoke the subject permit(s).
- 4.8 Where notice of the revocation of a permit or permits has been issued under subsection 4.7, the Applicant must immediately cease and desist from carrying out any Works, Right of Way Activities and/or Entranceway Activities and immediately restore the Right of Way/Entranceway or portion thereof to Town Standards, which is the same as or better than its original condition. Such restoration shall be carried out at the Applicant's sole expense, and if the Applicant should fail to carry out such restoration, the Right of Way/Entranceway shall be restored to Town Standard by the Town, and the entire cost of so doing shall be paid by the Applicant. When such restoration is completed, the Applicant may reapply for a new Permit.
- 4.9 Right of Way Activity Permits expire one minute after the date and time provided in the Permit for the conclusion of the Works. A Right of Way Activity Permit may be extended upon written request provided to Manager of Operations at least 24 hours in advance of the current conclusion date. In the event of a plan of subdivision for which draft approval has lapsed, any Right of Way Activity Permit issued applicable to the plan will become null and void.

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- 4.9 Entranceway Activity Permits expire 12 months after the date of issue if the Entranceway Activity is not completed. An Entranceway Activity Permit may be extended for one year from the date of issue upon written request. In the event of a plan of subdivision for which draft approval has lapsed, any Entranceway Activity Permit issued applicable to the plan will become null and void.

SECTION 5: CONSULTING ENGINEERS

- 5.1 The Town, in its sole and absolute discretion, may require that the Applicant retain the services of a Consulting Engineer. The Applicant's Consulting Engineer shall be a Professional Engineer employed by the Applicant to:
- (a) represent the Applicant in all matters pertaining to the Works;
 - (b) design all Works;
 - (c) prepare and furnish all drawings, plans, specifications, reports and certificates as required by the Town, or pursuant to this By-law, at any time and from time to time;
 - (d) obtain all approvals required from all other governmental authorities or agencies;
 - (e) provide the full-time site inspection of the construction of all Works;
 - (f) confirm the field layout, materials selection and installation of the Works are all in accordance with Town Standards and the approved engineering drawings;
 - (g) maintain all records of construction and provide daily inspection reports to the Town;
 - (h) advise the Town, prior to installation of the Works, of all construction changes and/or deviations to the Town Standards, and provide final measurements upon completion of the Works;
 - (i) provide the Town with “as-constructed” drawings as required under this By-law and when, at the Town’s sole and absolute discretion, there appear to be deficiencies in the drawings upon completion of the construction of the Works;
 - (j) provide the certification of all Works stamped by the Applicant's Consulting Engineer;
 - (k) act as the Applicant's representative in all matters pertaining to the construction of the Works; and
 - (l) perform such additional functions and services as may be required pursuant to this By-law.

- 5.2 The Town may, at its discretion, retain the services of its own Consulting Engineer through a competitive and transparent process to assist in the administration and technical review of this By-law and the Permit, including conducting site inspections during the course of the Works. The Town's Consulting Engineer acts as an agent for the Town. The Applicant shall reimburse the Town for the costs incurred by the Town for the services of the Town's Consulting Engineer.

SECTION 6: NOTICE REQUIREMENTS

- 6.1 No Works shall be undertaken at a job site without the Permit on-site and available for inspection by the Town or its agents.
- 6.2 The Applicant shall, if requested by the Town, display at the job site an easily-read sign showing the names of:
- (a) the Applicant;
 - (b) the person(s) or contractor performing the Right of Way Activity or Entranceway Activity; and
 - (c) the name of the entity for which the Right of Way Activity or Entranceway Activity is being undertaken.
- 6.3 Where a Right of Way Activity or Entranceway Activity affects or may affect private property or its access or egress, the Applicant shall, at least two (2) business days prior to commencing such activity, provide a written notice to the resident of the affected property including:
- (a) the description of and rationale for the Works;
 - (b) the approximate start date of the Works;
 - (c) the duration of the Works;
 - (d) any access restrictions and service interruptions; and
 - (e) contact information for the Applicant.
- 6.4 Where the Work is of a major nature or duration and will cause general inconvenience to residents and businesses, the Applicant shall, at least ten (10) business days prior to commencing the Work, provide a written notice to every resident and business located within an area identified by the Town. Such notice shall include:
- (a) the description and rationale for the Work;
 - (b) the approximate start date;
 - (c) the duration of the Work;

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- (d) access restrictions and service interruptions; and
- (e) contact information for the Applicant.

SECTION 7: INSURANCE

- 7.1 Prior to the commencement of any Works under a Permit, and until such time as those Works have been completed in accordance with this By-law and the Permit, the Applicant and all contractors/sub-contractors shall obtain and maintain insurance coverage as outlined below, provided by (an) insurance company/ies licensed to transact business in the Province of Ontario and of satisfactory financial standing to the Town. Evidence of such insurance shall be provided to the Town in the form of a Certificate of Insurance signed by an authorized signatory prior to the commencement of any Works and annually thereafter for the duration of the Permit.
- (a) Commercial General Liability insurance policy with limit of not less than \$5,000,000.00 per occurrence/\$10,000,000.00 aggregate that insures against third party claims for bodily injury (including death), personal injury and/or property damage as a result of actual or alleged negligence of the Applicant and/or its contractors/subcontractors. This policy shall include:
 - (i) The Corporation of the Town of Innisfil as Additional Insured (in the case of Right of Activity Permits, Innservices Inc. shall also be named as Additional Insured);
 - (ii) Cross Liability/Severability of Interests Clause;
 - (iii) Contractual Liability;
 - (iv) Minimum thirty (30) days' written notice of cancellation or non-renewal to the Town;
 - (v) Completed Operations Hazard with aggregate limit of not less than \$5,000,000.00;
 - (vi) At the discretion of the Town, either
 - i. Environmental Impairment Liability (not limited to sudden and accidental) in an amount of not less than \$5,000,000.00 per claim, or,
 - ii. Contractors' Pollution or Sudden and Accidental Pollution with 120-hour reporting;
 - (vii) No exclusions or restrictions for XCU (explosion, collapse or underground), damage to existing structure or operations involving roadways; and

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- (viii) Contingent Employers' Liability;
- (b) Non-Owned Automobile Liability (SPF 6) insurance policy with limit of not less than \$5,000,000.00 per occurrence; and
- (c) Owned Automobile (OAP 1) insurance policy with third party liability limit of not less than \$5,000,000.00 per occurrence that includes all statutory coverages (third party liability, accident benefits, direct compensation property damage, and uninsured automobile) for all licensed vehicles owned or leased by the Applicant and/or its contractors/subcontractors and used in execution of the Works.

7.2 The Town reserves its right to vary from, in its sole and absolute discretion, the minimum limits required under section 7.1.

SECTION 8: WORKING DEPOSIT

- 8.1 Where requested by the Town, and within three (3) business days of such request, the Applicant shall provide a Working Deposit, in an amount determined by the Town, by certified cheque, to be held by the Town on account of any costs incurred by the Town in relation to the Permit including its administration (“**Working Deposit**”). The Town reserves the right to review the value of the Working Deposit. Should at any time the Town determine that the value of the Working Deposit needs to be increased, the Town shall request that the Applicant pay to the Town, by certified cheque, such further amounts as required to reflect the amended value, and if such amounts are not paid by the Applicant within thirty (30) days, the Town shall draw upon the Security posted pursuant to section 9 to reflect the amended value. In addition, the Town shall cease all Works until the Security is replenished.
- 8.2 In addition to any means, process or recourse available to the Town, including any means, process or recourse provided by this By-law and/or the Fees By-law, the Town shall render monthly invoices to the Applicant for Town costs incurred (“Town Invoice”) and the Town shall then immediately draw on the Working Deposit to pay the amount owing as set out in the Town Invoice.
- 8.3 The Applicant shall, within thirty (30) days of the issuance of the Town Invoice, provide payment in the full amount of the Town Invoice to the Town to replenish the Working Deposit to an amount provided at the discretion of the Town.
- 8.4 If the Working Deposit is depleted, the balance is deemed insufficient at the sole and absolute discretion of the Town, the Town shall draw from the Security an amount that will return the Working Deposit to an amount deemed acceptable by the Town. In addition, the Town may issue a Stop Work Order (if required, at the sole and absolute discretion of the Town) until payment in full is received, all accounts are in good standing, and the Security is replenished.
- 8.5 If the Working Deposit is depleted, outstanding accounts shall be due and payable within thirty (30) days after same are rendered by the Town and failure to pay such accounts within thirty (30) days from the date thereof shall result in interest being

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added thereto at the rate of 1.25 percent per month (fifteen percent per annum), until such time as payment in full is received by the Town or, in the opinion of the Town Treasurer, additional and sufficient Security is posted in accordance with this By-law, whereupon the Town may immediately draw on such additional and sufficient Security to pay such account or accounts. Nothing in this By-law shall be interpreted to remove the Applicant's right to dispute an account rendered by the Town in connection with the Town's costs.

- 8.6 The Working Deposit shall be returned to the Applicant once all accounts have been paid in full and the Maintenance Period have been paid in full.

SECTION 9: SECURITY

- 9.1 The Applicant shall maintain or repair the Works completed under the terms of the permit and the conditions applicable under this By-law until the expiry of the Maintenance Period.
- 9.2 To guarantee the restoration, upon request of the Town, and within three (3) days of such request, the Applicant shall deposit with the Town a Performance and Maintenance Guarantee in the form of cash, or a Letter of Credit from a Chartered Bank in a form acceptable to the Town but no less than one hundred and twenty percent (120%) of the total cost of the proposed Works, or such other amount as determined in the Town's sole and absolute discretion, to cover the faithful performance of the terms of the Permit including maintenance, repair and restoration carried out by the Applicant and every other obligation arising under and imposed upon the Applicant by this by law or any permit issued under this By-law, as determined by the Town. Such Performance and Maintenance Guarantee shall be provided prior to the issuance of any Permit under this By-law.
- 9.3 If additional funds are required above and beyond the Security deposit to complete the Work, the Town may request that the Town Treasurer include any part of the fees and charges imposed by the Town to the tax roll pursuant to the provisions of sections 398 and 446 of the *Municipal Act, 2001*.
- 9.4 The Applicant may request a reduction in the total amount of Security being held by the Town pursuant to this By-law provided the following conditions are satisfied:
- (a) The Town is satisfied that the Works have been substantially completed in accordance with section 21 hereto; and
 - (b) all accounts with the Town are in good standing.
- 9.5 Prior to any reduction in Security being processed the Town may request satisfactory completion of any or all of the following:
- (a) the Applicant shall publish the Certificate of Substantial Performance in accordance with the regulations pursuant to Section 32(1) of the *Construction Act* and provide the Town with a copy of the publication. ;

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- (b) the Applicant shall provide the Town with a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board;
 - (c) the Applicant shall provide the Town with a Statutory Declaration that all accounts for services and materials have been paid, except for statutory holdbacks;
 - (d) there must be no claims for liens or otherwise in connection with Work done or materials supplied for or on behalf of the Applicant in connection with the Works; and
 - (e) the Works under the Permit have been certified by the Town as complete and acceptable.
- 9.6 With each request for a reduction, the Applicant or the Applicant’s Consulting Engineer shall provide an updated estimate of the cost to complete the Works. This estimate will be reviewed by the Town, and provided the Applicant is not in default of any of the requirements of this By-law or the Permit, the Town may proceed to reduce the Securities to the amount being the cost of the Works that have not been constructed.
- 9.7 A fifteen percent (15%) minimum holdback will be required for all completed Works to be released upon final approval by the Town. Notwithstanding provision of a Certificate of Substantial Completion issued in compliance with this By-law or the expiry of the Maintenance Period, the Town may nonetheless retain part of all of the holdback if, in the opinion of the Town, the provisions of this By-law and/or the provisions contained within the Permit have not been complied with.
- 9.8 The Town may refuse to release the remaining Security pursuant to section 9.7 following completion of the Maintenance Period, unless the Applicant has complied with all of its obligations under this By-law and is not in contravention of any other applicable laws.

SECTION 10: CONTACT INFORMATION AND CUSTOMER SERVICE

- 10.1 The Applicant shall maintain and answer a telephone at all times (24 hours, seven days a week) during the period for which the Applicant is responsible for the Works.
- 10.2 The Applicant’s address, as shown on the Permit Application, shall be the address used for any notices provided under this By-law. It is the Applicant’s sole obligation to update the Applicant’s address.
- 10.3 The Applicant shall respond to all emergency customer service inquiries related to the development immediately and investigate within twenty-four (24) hours of the e-mail notification from the Town. All notices from the Town will be sent to the Applicant. Any emergency customer service inquiries not responded to within twenty-four (24) hours will be responded to by the Town.
- 10.4 The Applicant shall respond to all non-emergency customer service inquiries related to the development within forty-eight (48) hours of e-mail notification from the Town.

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All notices from the Town will be sent to the Applicant. Any non-emergency customer service inquiries not responded to within forty-eight (48) hours will be responded to by the Town.

SECTION 11: PERMIT CONDITIONS

11.1 The following general conditions are to be applied in addition to any other conditions provided for in this By-law or any specific conditions contained within the Permit:

- (a) It shall be at the sole and absolute discretion of the Town to determine when a Right of Way Activity or Entranceway Activity shall commence and during which days and hours the Right of Way Activity or Entranceway Activity can be carried out.
- (b) Prior to the issuance of any Permit under this By-law, the Applicant shall ensure that:
 - (i) all current property taxes and arrears of property taxes assessed or charged against the Lands have been paid;
 - (ii) all charges with respect to existing local improvements, assessed against the Owner, the Applicant or the Lands or any adjacent lands, are commuted and paid, if in the opinion of the Town such charges for local improvements should be commuted and paid; and
 - (iii) unless otherwise collected under the *Development Charges Act* or paid for by the Owner and/or the Applicant, all of the Owner's and Applicant's obligations or any of the Town's share of any obligations or charges levied against the Owner, the Applicant or the Lands under the *Tile Drainage Act*, the *Drainage Act*, Ontario Regulation 586/06 under the *Municipal Act*, and any sewer frontage capital charges, water frontage capital charges, weed cutting charges, burning charges, hydro arrears, water user fees, sewer user fees or business licensing fees, and any other fees assessed against the Lands.
- (c) The site of any Works undertaken under a Permit shall be kept clean and safe, and sources of dust and mud controlled at all times until the final reinstatement has been completed. All dust and mud nuisance that is tracked from the site shall be promptly cleaned.
- (d) Prior to commencing the Works, the Applicant shall provide:
 - (i) A minimum of forty-eight (48) hours' notice to the Town; and
 - (ii) A construction schedule identifying all Works to be completed.
- (e) The Applicant shall comply with and be bound by the provisions and the requirements of all applicable regulatory agencies having jurisdiction as well as any applicable statutes, laws, By-laws, regulations, ordinances, orders

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and requirements of governmental authorities having jurisdiction. Without limiting the generality of the foregoing, the Applicant shall comply with, and shall cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act* and the *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto, including all obligations of the constructor and employer under the *Occupational Health and Safety Act* and its regulations, as applicable, and any obligation to obtain any approval or permit required under the *Environmental Protection Act* or the *Water Resources Act* or any regulations, policies or guidelines thereto. The Applicant further shall handle and dispose of all materials used in performing the Works in accordance with the foregoing legislation.

- (f) All Persons employing or using trucks or other vehicles entering or leaving construction sites for any purpose whatsoever, shall immediately remove from the Right of Way any rubbish, earth, or other material which has fallen from such vehicles.
 - (g) The Applicant shall comply with and be bound by the provisions of the Ontario Traffic Manual.
 - (h) No Applicant shall place material on any Right of Way at any time or in a location where, in the opinion of the Town, it will create a traffic or safety hazard.
 - (i) Where two (2) or more connections for sewer or water are to be made, the Town may state the order in which these connections are made. The lowest utility should be generally built first.
 - (j) All Works shall be completed to Town Standards and O.P.S.S. Town Standards shall take precedence over O.P.S.S.
 - (k) It shall be the sole responsibility of the Applicant to request, from the appropriate Utility Service Provider, marking or other location information to determine the location of and provide safeguards for all utilities. Should the Applicant cause damage to any such utilities, the entire cost and responsibility of restoring any such utilities shall be at the sole expense of the Applicant.
 - (l) No person shall build or permit to be built or maintain any fences on any Town Right of Way, with the exception of temporary tree preservation, snow or construction fences.
- 11.2 The following conditions may be applied, in the sole and absolute discretion of the Town, in addition to any other conditions provided for in this By-law or any specific conditions contained within a Right of Way Activity Permit:
- (a) Prior to commencing the Works, the Applicant shall facilitate a pre-construction meeting with the Town, InnServices Utilities Inc. ("InnServices"), the Applicant's Consulting Engineer and the Contractor.

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- (b) Prior to commencing the Works, the Applicant shall provide a materials list for all Works for review and approval by the Town and InnServices.
- (c) The Applicant shall have a Geotechnical Engineer specify suitable materials and methods for backfill and subgrade preparation.
- (d) During construction of the Works, the Applicant shall arrange for geotechnical testing covering the following:
 - (i) materials and compaction testing;
 - (ii) concrete testing; and
 - (i) asphalt testing.

A mix design for the concrete and asphalt is to be submitted to the Town and approved in advance of the works.

- (e) Following completion of the Works, a letter stamped by a Professional Engineer shall be provided to the Town summarizing the observations and the test results and providing the Certification of the Works, as required under this Agreement.
- (f) Following construction of the works, the Applicant shall complete a camera inspection of the newly installed sanitary service(s) and provide to InnServices for review and approval. CCTV of storm sewer and services is to be provided to the Town. Refer to the Town of Innisfil Engineering Design Standards and Specifications Manual Appendix D for CCTV requirements.
- (g) Prior to commencing the Works, the Applicant shall ensure that the necessary funds have been deposited for the installation and connection to the municipal water system, municipal storm sewer system or municipal sanitary sewer system.
- (h) Prior to commencing the Works, the Applicant shall confirm the location, inverts, material type and size of all existing sanitary and watermains and services on the Lands. Any discrepancies shall be at the Applicant's expense, reported to the Applicant's Consulting Engineer and included and noted on the as-built drawings. If the existing infrastructure cannot be located, CCTV may be required to confirm location and size of the sewer or services.
- (i) Watermain commissioning is to be completed by a third party with operators who hold a Water Distribution Class 1 License or higher. A watermain commissioning plan is to be submitted to InnServices for approval for watermain pipes of 100mm and greater. The plan must be submitted two (2) weeks prior to commissioning. Please refer to InnServices Watermain Connection and Commissioning Standards Manual for additional

requirements. Watermain commissioning is to be witnessed by InnServices and the Applicant’s Consulting Engineer.

- (j) The Applicant shall provide a minimum of forty-eight (48) hours’ notice to InnServices prior to connecting to any watermain, sanitary sewer or service. or service. InnServices and the Applicant’s Consulting Engineer must be present for connection to a municipal system.
- (k) Prior to the issuance of substantial completion of the Works, the Applicant shall submit as-built drawings, verified by the Applicant’s Consulting Engineer, of the newly installed service(s). These drawings will at a minimum include the following:
 - size, type and class of pipe;
 - length of pipe;
 - type and location of fittings;
 - elevation of new pipe/fittings;
 - location of restraints and thrust blocks for watermain;
 - type of backfill used;
 - dimensions of installed services to existing hard features; and
 - additional connections/tie-ins to be shown on the plan and profile drawings
- (l) Prior to the issuance of substantial completion of the Works, the Applicant shall submit completed Service Record Sheets, verified by the Applicant’s Consulting Engineer. These sheets are available from InnServices.
- (m) Any other condition, as the Town may determine in its sole and absolute discretion.

SECTION 12: ENTRANCEWAY ACTIVITY PERMIT CONDITIONS

12.1 NEW ENTRANCEWAYS

- (a) Subject to the provisions of this By-law, Entranceway Activity Permits may be issued:
 - (i) for existing lots where no access has been previously established;
 - (ii) for new Entranceways onto Town-owned Roadways; and
 - (iii) where, in the opinion of the Town, the proposed new Entranceway is equal or superior to an existing Entranceway.
- (b) Direct access from single lots onto a Right of Way from a new plan of subdivision are not permitted, except where permitted under the subdivision agreement.

12.2 TEMPORARY ENTRANCEWAYS

- (a) Entranceway Activity Permits may be issued for the construction of a Temporary Entranceway. Temporary Entranceway Activity Permits, when issued, will be clearly marked as "**Temporary**" and will specify the date of expiry. In the event that the applicant requires an extension to the expiry date of a Temporary Entranceway Activity Permit, the Applicant may apply in writing requesting an extension, provided this application is made at least 15 days prior to the current expiry date. The Applicant will be required to submit the applicable fee for the entrance classification. The Town may require Security for the construction of Temporary Entranceways as a condition of approval, the amount of which shall be determined by the Town, in its sole and absolute discretion.
- (b) Upon the expiry of a Temporary Entranceway Activity Permit, the Applicant will be required to remove the Temporary Entranceway and to restore the Right of Way to its original or better condition as required by the Town's sole and absolute discretion.
- (c) If at the expiry of a Temporary Entranceway Activity Permit, the Applicant fails to remove the Temporary Entranceway and restore the Right of Way to its original condition, the Town may use the Security to perform the Works on the Applicant's behalf. If additional funds are required above and beyond the Security to complete the Work, the Town may request that the Town Treasurer include any part of the fees and charges imposed by the Town to the tax roll pursuant to the provisions of sections 398 and 446 of the *Municipal Act, 2001*.

12.3 ENTRANCEWAY LOCATIONS

- (a) Unless, in the opinion of the Town, public safety or good planning practice dictates otherwise, Entranceways onto a Right of Way must be a minimum of:
 - (i) 15 metres from an Intersection for rural road sections, farm or field lots;
 - (ii) 7.5 metres from an Intersection for urban road sections, commercial, institutional, industrial or multi-unit residential lots;
 - (iii) 15 metres from an "at grade" railway crossing (measured from centre-line of Entranceway to the property line abutting the railway right-of-way); and
 - (iv) 1.5 metres from lot lines, or any road structure or appurtenances.
- (b) Unless, in the opinion of the Town, public safety dictates otherwise, Entranceways onto a Right of Way are not permitted:

- (i) adjacent to a lane which is identified for the purpose of an exclusive turning movement including, but not limited to, channelization, acceleration or deceleration;
 - (ii) where Minimum Sight Distance requirements are not met; and
 - (iii) where the Entranceway would violate the design guidelines of the M.T.O., the Transportation Association of Canada and the Town, whichever guideline is more restrictive.
- (c) The Town may restrict the placement of an Entranceway onto a Right of Way in the interest of public safety. New Entranceways must be located so as to provide, in the opinion of the Manager of Operations:
- (i) no undue interference with the safe movement of public traffic, pedestrians, or other users of the Right of Way; and
 - (ii) favorable vision, grade, and alignment conditions for all traffic using the proposed Entranceway to the Right of Way.

12.4 ENTRANCEWAYS ADJACENT TO BRIDGES

- (a) An Entranceway adjacent to a bridge or other structure which may interfere with the clear vision of traffic using the Entranceway must be located so that it meets the Minimum Sight Triangle Requirements identified in the MTO Geometric Design Standards for Ontario Highways.

12.5 EXCEPTIONS FOR ENTRANCEWAYS ON EXISTING LOTS

- (a) Upon receipt of a written request for same and payment of any applicable fees, the Town may grant an exception for a proposed Entranceways on existing lots where Minimum Sight Distance requirements cannot be met. The decision of the Town is final and binding.

12.6 ENTRANCEWAY STANDARDS

- (a) The maximum width of a Commercial Entranceway is 9.0 metres, unless otherwise approved by the Manager of Operations.
- (b) Residential Entranceways must be constructed and have a width in accordance with the Town Standards.
- (c) Dimensions and standards for Entranceways onto or from Agricultural Lands shall be at the discretion of the Town.
- (d) The size of an Entranceway culvert shall be as directed by the Manager of Operations. The length and diameter of the culvert will be based on site conditions and drainage flow volumes.

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- (e) Entranceway construction materials and designs must meet O.P.S.S. or Town Standards. Town Standards shall take precedence over O.P.S.S.
- (f) If the Entranceway requires a bridge (greater than 3-metre span), the design of the bridge must be prepared and reviewed by a qualified professional engineer and shall conform to the Canadian Highway Bridge Design Code and is subject to the approval of the Manager of Operations.
- (g) All Entranceway culverts must be constructed to the proper grade to provide the free and unimpeded flow of water through the culvert.
- (h) Headwalls shall only be permitted in the sole and absolute discretion of the Town.
- (i) Each Entranceway to a Right of Way must be designed, constructed and maintained in a manner that will prevent surface water from being discharged via the Entranceway or adjoining property onto the Right of Way.
- (j) Only one (1) Entranceway shall be permitted per residentially zoned lot in a settlement area as defined by the Town of Innisfil Official Plan and zoned R1, R1A, R2, R3, RS, RT, excluding an Entranceway to access a garage by a rear lane (By-law 031-17).
- (k) All Entranceway culverts must be installed in accordance with Town Standards, except where the Town directs otherwise, in writing.

12.7 SIGHT DISTANCES

All new Entranceways must meet all of the minimum requirements for sight distances as called for in the M.T.O. Geometric Design Standards for O.P.S.S. or Town Standards, whichever is more stringent.

SECTION 13: ROAD, ASPHALT AND CONCRETE CUTS

13.0 TIMING OF ROAD CUTS

Road Cuts shall not be permitted between November 15th and May 1st of every calendar year, unless permitted by the Town, in its sole and absolute discretion.

13.1 Where Works require one or more Road Cuts, the following provisions will apply:

- (a) The Applicant shall open a Road Cut in such a manner as to do the least possible damage to the Right of Way and to any utility or municipal service, unless otherwise directed by the Town;
- (b) The Works shall proceed expeditiously, and no Applicant shall allow a Road Cut to remain open for more than twenty-four (24) hours unless the Works are actively in progress; and
- (c) Where the proposed Works require more than one Road Cut:

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- (i) the Town reserves the right to issue a single Permit or multiple Permits for the Works; and
 - (ii) the Town may determine the order in which the Work is to be performed.
- (d) Where a Road Cut is made in any rigid concrete surface, the Applicant shall break out and remove all concrete:
- (i) to the nearest expansion joint, or contraction joint, using a concrete saw if necessary, to provide on all sides of the Road Cut, a clean vertical surface; or
 - (ii) as specified by the Town.
- (e) Where a Road Cut is made in asphalt pavement, the asphalt shall be cut with a mechanical cutting device to produce:
- (i) a rectangular opening with edges which are vertically straight; and
 - (ii) a cut, which is large enough to accommodate the proposed Works without undermining the adjacent asphalt pavement.
- (f) Where boring, directional drilling, jacking or tunneling is used for any subsurface cut:
- (i) the method used shall be approved by the Town; and
 - (ii) if a cave-in, settlement or heaving results there from, the surface in the affected area shall be removed and reinstated by the Applicant in accordance with this By-law to the satisfaction of the Town.

SECTION 14: INTERIM TESTING AND INSPECTION

- 14.1 The Town may make site inspections as deemed necessary to ensure that the Works are being completed in a manner acceptable to the Town and in compliance with good engineering practice and the accepted drawings and specifications as well as Town Standards.
- 14.2 The Town may at any time require an Applicant to provide at the Applicant's expense:
- (a) test reports, from a testing laboratory satisfactory to the Town, showing the degree of compaction that has been achieved; or
 - (b) a certificate from an engineer, or from a testing laboratory satisfactory to the Town, certifying that the Works have been performed in accordance with this By-law.
- 14.3 Upon request by the Town, the Applicant shall provide updated designs, drawings,

plans or specifications for review.

- 14.4 The Applicant shall be responsible for payment to the Town for its inspection charges as shown in Town’s Fees By-law.

SECTION 15: EMERGENCY REPAIRS

- 15.1 If the Town is of the opinion that a Road Cut reinstatement or lack of reinstatement, has created an emergency situation which can cause damage to vehicles or endanger the public, the Town may protect the area and:

- (a) make immediate repairs; or
- (b) telephone the Applicant using the telephone service provided by the Applicant as required by section 10, advising the Applicant as to the repairs which must be carried out.

- 15.2 All repairs done by the Town pursuant to subsection 15.1 shall be at the expense of the Applicant and the costs of the Town shall be paid by the Applicant forthwith on demand failing which the costs shall be deducted from the Security.

SECTION 16: PROTECTION OF TREES

- 16.1 For the proposes of subsections 16.2 to 16.4, inclusive:

- (a) the **“Protection Zone”** the area measured from the trunk of the tree using the following standard:

<u>DBH</u>	<u>Distance</u>
10 cm	1.0 m
11-25 cm	1.5 m
26-40 cm	2.0 m
41-60 cm	2.5 m
61-80 cm	3.0 m
81 cm +	4.0 m

- (b) **“DBH”** means “diameter at breast height” and refers to the diameter of the stem of a tree measured at one hundred and thirty-seven centimetres (137 centimetres) above the ground in an undisturbed state at the base of the tree.
- (c) The Protection Zone only applies to soft landscaped areas, and does not extend over sidewalks, roads or driveways.

- 16.2 Subject to section 16.3, no Applicant shall carry out Work within the Protection Zone of a Town owned tree without authorization from the Town.

- 16.3 If the Applicant must carry out Work within the defined Protection Zone of a Town owned tree, the Applicant shall tunnel or bore under the Protection Zone whenever possible or implement mitigation procedures as prescribed by the Town.

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- 16.4 The Applicant shall protect all trees from materials, equipment and changes in the grade of soil within the Protection Zone by the placement of protective fencing where applicable.
- 16.5 No Applicant shall remove, trim or alter any tree on the Right of Way unless authorization is first received from the Town.
- 16.6 If a tree is removed, or damaged and must be replaced, as determined by the Town, the Applicant shall be responsible for removing and replacing the tree at his or her expense and shall pay to the Town the value of the removed tree.
- 16.7 For the purposes of subsection 16.6, a replacement tree shall have a minimum diameter of sixty millimetres measured at DBH (Diameter at Breast Height) and shall be of a species approved by the Town. The value of the tree to be replaced will be determined by the Town.
- 16.8 Where the physical conditions are such that the Applicant cannot comply with the provisions either subsections 16.2, 16.3 or 16.4, the Town may approve alternative methods to maximize the protection of trees.

SECTION 17: DUST AND MUD CONTROL

- 17.1 Dust and mud control will be provided by the Applicant, at the Applicant's expense, in order to prevent any dust or mud problems to traffic, home occupants or roads, including, but not limited to, application of dust suppressant to the roads, mud mats and cleaning the roads if paved, in quantities or at intervals as determined by the Town. The expected cost of dust and mud control is included in the estimated cost of the Works. If the Applicant has not taken remedial actions within forty-eight (48) hours of receiving a written notification from the Town regarding a dust or mud control problem related to the Works, then the Town may employ outside forces to implement suitable measures of dust and mud control at the Applicant's expense.

SECTION 18: WARNING DEVICES, BARRICADES AND TRAFFIC SIGNS

- 18.1 Prior to the commencement of any Works, the Applicant shall supply, erect and maintain warning devices, barricades and traffic signs where applicable, in accordance with the *Occupational Health and Safety Act*, and any applicable provincial traffic regulations, including but not limited to those in the Ontario Traffic Manual.
- 18.2 If the Applicant fails to comply with subsection 18.1, the Town may order the erection and maintenance of any warning devices, barricades and signs considered necessary at the Applicant's expense, and the cost thereof shall be paid by the Applicant forthwith on demand or deducted from the Security.

SECTION 19: CLOSURE TO TRAFFIC

- 19.1 No Applicant shall close a Right of Way to traffic or one direction of traffic on a divided

Right of Way unless:

- (a) the written consent of the Manager of Operations to the closing is obtained; and
- (b) the Town, on behalf of the Applicant, has notified the South Simcoe Police Service, Innisfil Fire and Emergency Service, Ambulance Service, and any other person, department or agent requiring notice, from time to time affected by the occupancy, or the commencement and termination of the activity.

SECTION 20: REINSTATEMENT AND BACKFILL REQUIREMENTS

20.1 The Applicant shall be responsible for:

- (a) the temporary and permanent reinstatement of a Road Cut subject to the provisions of this By-law;
- (b) the maintenance of temporary reinstatements, as provided for in this bylaw, on every Road Cut which on or after November 15th in any year is not in a condition to be permanently reinstated, and is carried over for permanent reinstatement prior to May 1st of the following year; and
- (c) the employment of a Contractor who shall meet the approval of the Manager of Operations.

20.2 All reinstatements shall be done to current Town Standards and O.P.S.S. Town Standards shall take precedence over O.P.S.S.

20.3 All reinstatements shall be completed to the satisfaction of the Town.

20.4 Temporary surfacing of a Right of Way with asphalt, concrete, or surface treated surface shall meet the following requirements:

- (a) the Road Cut shall be temporarily reinstated immediately after backfilling is completed;
- (b) the reinstatement shall be to the same level as the adjacent surface; and
- (c) prior to the Right of Way being opened to traffic the Road Cut shall be surfaced with hot mix asphalt, concrete, or, if hot mix asphalt is unavailable, with emulsified cold mix asphaltic material, rolled and compacted to a smooth, flat condition, using commonly accepted practices and standard tamping or rolling equipment.

20.5 A Right of Way shall be reinstated with:

- (a) the same or better type of material, as determined by the Town, and to the same thickness as the adjoining construction when originally constructed; or
- (b) material of a thickness that has been approved by the Manager of Operations.

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- 20.6 On all Roadways only non-compressible backfill shall be used at any time.
- 20.7 Final reinstatement of cuts made in asphalt and surface treated areas of Rights of Way shall meet the following requirements:
- (a) final reinstatement shall be undertaken immediately after backfilling, and unless otherwise specified by the Manager of Operations, resurfacing shall be in accordance with the Town standards;
 - (b) despite the provisions of paragraph (a) hereof, the Town may allow the Applicant to resurface at a later date because of supply, weather or other conditions beyond the control of the Contractor or Applicant;
 - (c) the asphalt shall be laid in accordance with all applicable the Town Standards and O.P.S.S. Town Standards shall take precedence over O.P.S.S.;
 - (d) a tack coat product and/or joint sealer shall be applied to all joints and between asphalt layers during the placement of new asphalt.
 - (e) the Road Cut shall be reinstated to the same level as the adjacent surface and the riding surface shall be to the satisfaction of the Town.
- 20.8 Final reinstatement of cuts in areas of Rights of Way with a Portland Cement concrete surface shall meet the following requirements:
- (a) final reinstatement shall be undertaken immediately after backfilling by resurfacing with Portland cement concrete with nominal minimum design strength in conformity with the Town Standards and O.P.S.S. unless otherwise specified by the Town;
 - (b) despite paragraph (a) hereof, the Town may allow the Applicant to resurface at a later date because of supply, weather or other conditions beyond the control of the Applicant;
 - (c) the concrete shall be placed in accordance Town Standards and O.P.S.S. Town Standards shall take precedence over O.P.S.S; and
 - (d) the Road Cut shall be reinstated to the same level as the adjacent surface. The riding surface shall be to the satisfaction of the Town.
- 20.09 Final reinstatement of cuts in areas of Rights of Way with a gravel surface shall meet the following requirements:
- (a) materials determined in the discretion of the Town, compacted in accordance with the Town Standards and/or O.P.S.S. Town Standards shall take precedence over O.P.S.S; and
 - (b) the Road Cut shall be reinstated to the same level as the adjacent surface and the riding surface shall be to the satisfaction of the Town.
- 20.10 Final reinstatement of grassed areas shall meet the following requirements:
- (a) Reinstatement of grassed areas shall be in accordance with Town

Standards:

- (b) If conditions warrant, the Town may allow all or part of the area to be seeded; and
- (c) The Applicant shall maintain and water the seeded or sodded area until the grass is properly established, to the satisfaction of the Town.

20.11 Sidewalks and pathways shall be reinstated as follows:

- (a) a rigid concrete sidewalk or pathway shall be reinstated to the proper grade by pouring a slab of concrete, which shall be in accordance with Town Standards; and
- (b) an asphalt sidewalk or pathway shall be reinstated to the proper grade with hot mix HL4 asphalt, which shall have a minimum thickness of fifty (50) millimetres.

SECTION 21: COMPLETION OF WORK

- 21.1 Upon completion of the Works, all excess material shall be removed from the Right of Way and/or Entranceway and the Right of Way and/or Entranceway shall be left in a safe, neat and clean condition, all to the satisfaction of the Town.
- 21.2 A field inspection may be carried out by the Town upon completion of the Works.
- 21.3 The Town may require that modifications be performed if the Works do not conform to the plans and specifications submitted to obtain the Permit.
- 21.4 In the event that modifications are required further to section 21.3, the Town shall provide written notice of the modifications to the Applicant. The Applicant shall carry out the required modifications within 45 days of the date of the written notice and is responsible for the cost of the inspection and any modifications required.
- 21.5 If the Applicant fails to carry out the required modifications within 45 days, as set out above, the Town may have the required modifications completed by employees or agents of the Town. The Town may request that the Town Treasurer include any part of the fees and charges incurred by the Town to the Applicant's tax roll pursuant to the provisions of sections 398 and 446 of the *Municipal Act, 2001*.
- 21.6 When the Town is satisfied that all of the Works conducted under the Permit are complete in accordance with the conditions provided for in this By-law generally or under the Permit specifically, and the Applicant has submitted all documents and drawings, as required by the Town, the Town will issue a Certificate of Substantial Completion. The Certificate of Substantial Completion may contain a list of minor deficiencies that are to be corrected by the Applicant, but that are not considered of sufficient importance to delay the issuance of the Certificate of Substantial Completion and the acceptance of any services by the Town.
- 21.7 Before issuing a Certificate of Substantial Completion, the Town may require

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satisfactory compliance with approved engineering drawings or receipt of certification from the Applicant's Consulting Engineer.

- 21.8 If, in the opinion of the Town, the Works for which the Permit were issued are of a minor nature, a Certificate of Substantial Completion may not be issued.
- 21.9 The Applicant shall maintain all records of construction for the Works and, upon completion, advise the Manager of Operations of all construction changes and final measurements.

SECTION 22: RESPONSIBILITY FOR CLAIMS AND WORKS FAILURE, MAINTENANCE AND WARRANTY REQUIREMENTS

- 22.1 The Town shall determine whether a Certificate of Maintenance and Final Acceptance is required. Where a Certificate of Maintenance and Final Acceptance is not required by the Town, the Maintenance Period shall end on the one (1) year anniversary of final reinstatement of the Works.
- 22.2 Except as limited by section 22.3 and 22.4, an Applicant shall be responsible for all loss or damages arising from the Work done by or for the Applicant until the end of the Maintenance Period. Any costs incurred by the Town directly or indirectly during the Maintenance Period shall continue to be the responsibility of, and be paid by, the Applicant.
- 22.3 The Applicant, the Owner or any Person so deemed by the Town shall be responsible for all loss or damage arising directly or indirectly from settlement of the surface of a Right of Way resulting from the Works done under the Permit or works done in contravention of this By-Law.
- 22.4 The municipality shall not be responsible for any other portion of the Entranceway, including the culvert, either before, during or after final approval of the Entranceway Activity Permit.
- 22.5 For temporary reinstatement of the Right of Way, an Applicant is responsible for the repairs necessary to correct any Road Cut considered by the Town to be unsatisfactory.
- 22.6 Where the backfilling or reinstatement does not comply with the provisions of this By-law, or the backfilling or reinstatement settles, the Town shall give notice to the Applicant, specifying the repairs which the Applicant must carry out.
- 22.7 If the Applicant has not done the repairs referred to in subsection 22.6 within twenty-four (24) hours of delivery of the verbal notification, the Town may order the repairs to be done at the Applicant's expense. All costs incurred by the Town shall be paid by the Applicant upon demand, failing which the costs shall be deducted from the Security.
- 22.8 The owner of a property served by an Entranceway shall be responsible for maintaining the surface of the Entranceway for a distance extending from the

property line to the shoulder of the Right of Way.

- 22.9 Where a Right of Way or utility on a Right of Way has been damaged by an Applicant, the Town or the Utility Service Provider, respectively, has the sole responsibility for deciding who shall carry out the repairs, the cost of which shall be borne by the Applicant.
- 22.10 A Certificate of Maintenance and Final Inspection shall only be issued where the Town is satisfied that all of the Works required pursuant to this By-law and the Permit have been completed in compliance therewith, and that such Works are completed to the Town's satisfaction.

SECTION 23: INDEMNIFICATION

- 23.1 As a condition to Permit approval, the Applicant must agree to indemnify and save completely harmless the Town, its agents, employees or servants, from and against all claims, demands, losses, damages, debts, actions, causes of action, suits, proceedings or costs whatsoever, at law or in equity, suffered or incurred by the Town whether directly or indirectly, as a result of the execution, non-execution or imperfect execution of any Work authorized by this By-law or the Permit, or as a result of any other matter or thing in connection therewith or pertaining thereto, including inspection of the Works or any aspect of construction review by the Town or its agents, or the carrying out of the Applicant's obligations under this By-law or the Permit, or which may arise either directly, or indirectly, by reason of the construction of the Works pursuant to the Permit, whether with or without negligence on the part of the Applicant or its officers, agents, servants or Workers. This includes claims pursuant to the *Construction Act*, in tort, contract or otherwise. Without limiting the generality of the foregoing, such indemnification shall extend to the following:
- (a) all engineering fees, consulting fees, disbursements and related expenses of the Town as a result of its services and any consultants required to be retained by the Town, including but not limited to the Town's Consulting Engineer, required to be performed for the Town in connection with the Permit, or any other matter or thing in connection herewith or pertaining thereto;
 - (b) all legal fees and disbursements as a result of legal services rendered to the Town in connection with the Permit or any other matter or thing in connection herewith or pertaining thereto;
 - (c) all administrative costs incurred by the Town associated with the negotiation, drafting and administrative fees associated with the Permit and undertaking of the Works and enforcement of the Permit;
 - (d) any costs and damages suffered by third parties as a result of the negligence of the Applicant or the default of the Applicant pursuant to the terms of this By-law or the Permit or the contravention of any Laws; and

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(e) the cost of all Works.

23.2 Where the Applicant has retained a Consulting Engineer,

- (a) In the event of any negligence by the Applicant's Consulting Engineer, including any negligence in estimating the cost of the Works to be constructed under the Permit for the purposes of providing Securities therefore, the Applicant shall assign to the Town any rights it may have to claim against the Applicant's Consulting Engineer for such negligence, at the request of the Town.
- (b) The Applicant shall provide the Town with a copy of the contract between the Applicant's Consulting Engineer (and all other subcontractors) and the Applicant, provided that fee quotes and arrangements may be redacted therefrom.
- (c) The Applicant shall provide a copy of this By-law in its entirety and a copy of the Permit to the Applicant's Consulting Engineer prior to the Applicant's Consulting Engineer commencing any of Works under the Permit and shall obtain a written acknowledgement in the prescribed form from the Applicant's Consulting Engineer. The Applicant shall ensure that a copy of the executed Acknowledgement is provided to the Town prior to the commencement of any of the Works.
- (d) The Applicant shall not replace the Applicant's Consulting Engineer except with another engineering firm approved by the Town. In the event the Applicant's Consulting Engineer fails to provide services in accordance with the terms of this By-law, the Permit, or any other terms imposed by the Town from time to time, or should the Applicant's Consulting Engineer withdraw his services for the Applicant, such failure or withdrawal shall be deemed to be a default under this By-law.

SECTION 24: ENFORCEMENT

24.1 This By-law shall be enforced by the persons appointed by the Town pursuant to section 15 of the *Police Services Act*.

24.2 No Person shall undertake or cause to be undertaken a Right of Way Activity or Entranceway Activity without first having applied for and obtained a Permit from the Town, in accordance with this By-law.

24.3 Where a Person fails to comply with the requirements or provisions of this By-law or breaches any of the conditions contained in the Permit, the Town may take any of the following actions, or any combination thereof:

- (a) Order that any and all Works, or any part thereof, cease or cause them to be ceased;

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- (b) Order that any Person, including but not limited to the Applicant and/or the Owner, remedy the breach, failing which, the Town may cause the breach to be remedied and recover any related expense by requesting that the Town Treasurer include such expenses incurred by the Corporation of the Town of Innisfil to the tax roll of any property owned by the Person, Applicant or Owner pursuant to the provisions of sections 398 and 446 of the *Municipal Act, 2001*;
- (c) draw on any Security held by the Town pursuant to the Permit, whether in full or in part;
- (d) apply any cash or deposits held by the Town pursuant to the Permit or any proceeds obtained from the presentation of any Letter of Credit, whether received from the Owner, the Applicant or any other Person, firm or corporation, on account of any expenses incurred, whether directly or indirectly, or damages suffered by the Town, as a result of any default under this By-law or any Permit issued hereunder, or apply the same towards the cost of completing or performing any of the Works or any obligations of the Applicant pursuant to this By-law or the Permit. For the purposes of this paragraph, “cost of completing or performing any of the Works or any obligations of the Applicant pursuant to this By-law or the Permit” includes all costs and expenses deemed necessary or appropriate by the Town and without limiting the generality of the foregoing may include:
 - (i) the appointment and employment of a project manager or any other consultants deemed necessary by the Town;
 - (ii) administrative costs;
 - (iii) interest;
 - (iv) legal expenses;
 - (v) the reimbursement of third parties who have incurred a loss or have suffered damages as a result of the default of the Applicant pursuant to the terms of this By-law or the Permit; and
 - (v) the payment of any and all costs or expenses incurred, whether directly or indirectly in connection with any of the provisions of this section;
- (d) complete all or a portion of the Works, at the discretion of the Town at the sole cost and expense of the Applicant, Owner or Person deemed by the Town to be responsible for the Works;
- (e) undertake such Works required, at the discretion of the Town, to safeguard the health and welfare of the residents of the Town including, but not limited to, filling in holes, blocking off access, posting signs, and leveling terrain, at the Applicant and/or Owner’s expense;

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- (f) bring any proceeding in the nature of specific performance, injunction or other equitable remedy;
 - (g) bring any action at law by or on behalf of the Town or any other party as a result of any default under this By-law or the Permit in order to recover damages;
 - (h) institute any other legal proceedings to enforce any of the provisions of this By-Law or compliance with any laws or to take any other action deemed appropriate in the sole opinion of the Town.
- 24.4 In addition to any other enforcement provisions in this By-law, any Person who contravenes any of the provisions of this By-law is guilty of an offence and upon conviction is liable to a fine of not more than \$5,000.00 for a first offence and not more than \$25,000.00 for a second or subsequent offence exclusive of costs, and such fine is recoverable under the *Provincial Offences Act*, R.S.O. 1990, as amended.
- 24.5 Each day that a breach of this By-law continues shall constitute a separate offense.
- 24.6 If a Person has been convicted of an offence under this By-law, the Ontario Court of Justice or any court of competent jurisdiction thereafter may, in addition to any other penalty imposed on the person convicted, issue an Order prohibiting the continuation or repetition of the offence or the doing of any act or thing by the person convicted directed toward the continuation or repetition of the offence.
- 24.7 In addition to all other remedies set out under this Section, Sections 349 (1) – (3), 442 and 444 of the *Municipal Act*, and any Town By-law passed pursuant to the *Municipal Act*, or the *Planning Act*, will apply should the Applicant fail to construct, provide and/or properly maintain, to the satisfaction of the Town, the Works and other matters referred to in this By-law.
- 24.8 Any action taken or remedy elected by the Town shall not be, or construed to be, mutually exclusive of any other action not taken or remedy not elected by the Town, nor shall the Town be required to take any action or elect any remedy, other than such action or remedy which the Town in its sole and absolute discretion determines advisable. The Town shall not be liable to any third party for failure to take any action or elect any remedy. No consent or waiver, express or implied, by the Town to or of any breach or default hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default, and save and except where the Town has expressly given its consent or a waiver and the Applicant has acted in respect thereof or in accordance therewith, to its detriment, the Town hereby expressly reserves its rights to rescind or repeal any waiver, whether express or implied, with respect to any breach or default, whereupon the Town shall have all of its rights and remedies pursuant to this By-law, notwithstanding its previous consent or waiver. Failure on the part of the Town to complain of any act or failure to act or to declare or notify the Applicant of any breach or default, irrespective of how long such failure continues, shall not constitute a consent or waiver of the Town of its rights hereunder. Nothing herein shall give any third party the right to compel the Town to

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enforce any of its remedies pursuant to this By-law or the Permit or to hold the Town or its agents accountable or liable for any acts or omissions with respect to this By-law or the Permit.

- 24.9 Any action taken by the Town, or on its behalf, pursuant to this By-law or in accordance with the Permit is in addition to and without prejudice to any Security or other guarantee given on behalf of the Applicant for the performance of its obligations under this By-law and the Permit, and upon default on the part of the Applicant thereunder the Town shall, in addition to any other remedy available to it, be at liberty to utilize the provisions of Sections 349(1) – (3), 442, and 446 of the *Municipal Act*.

SECTION 25: FORCE AND EFFECT

- 25.1 This By-law will come into force and take effect on the date it is passed by the Council of the Town.

PASSED THIS 9th DAY OF October, 2019.



Lynn Dollin, Mayor



Lee Parkin, Clerk