

**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**

**BY-LAW NUMBER 2017-44**

**A BY-LAW TO REGULATE THE CONSTRUCTION OF PRIVATE ENTRANCES ON CITY ROADS AND TO PROHIBIT THE OBSTRUCTION OF DITCHES, WATERCOURSES AND OTHER WATER OUTLETS.**

**WHEREAS** Section 8 (1) of the *Municipal Act, 2001*, as amended, provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities,

- a) To enable them to govern their affairs as they consider appropriate; and
- b) To enhance their ability to respond to municipal issues;

**AND WHEREAS** Section 11(3) of the *Municipal Act, 2001*, provides that the Corporation of the City of Clarence-Rockland may pass by-laws with respect to the use of its highways and matters concerning drainage;

**AND WHEREAS** Section 391(1) of the *Municipal Act, 2001*, as amended, provides that without limiting sections 9, 10 and 11, those sections authorise the Corporation of the City of Clarence-Rockland to impose fees or charges on person, for

- a) Services or activities provided or done by or on behalf of it;
- b) Costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and
- c) The use of its property including property under its control.

**AND WHEREAS** Section 27 (1) of the *Municipal Act, 2001*, as amended, authorises the Corporation of the City of Clarence-Rockland to pass by-laws in respect of a highway under its jurisdiction;

**AND WHEREAS** Section 446 of the *Municipal Act, 2001*, as amended, provides that, where the Corporation of the City of Clarence-Rockland has the authority under the Act or under a By-law under the Act to direct or require a person to do a matter or thing, the Corporation may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense, and the Corporation may recover the costs of doing such matter or thing by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

**AND WHEREAS** Council deems it expedient to regulate the construction of entrances upon any City road forming part of the roads' system of the Corporation of City of Clarence-Rockland;

**AND WHEREAS** Council deems it expedient to prohibit the obstruction of drainage ditches, watercourses and other water outlets within the Corporation of the City of Clarence-Rockland as follows:

**NOW THEREFORE BE IT ENACTED** by the Council of the Corporation of the City of Clarence-Rockland that:

1. In this By-Law:

- 1.1 "entrance" means any driveway, laneway, private road, entrance or other structure or facility constructed or used as a mean of access and/or egress to and/or from a highway under the jurisdiction of the Corporation, herein defined as a City Road;
- 1.2 "front yard ditch filling" means the tiling and covering or filling in, of a City roadside ditch, in front of the property for the purpose of improving a lawn or other frontage;
- 1.3 "Corporation" or "City" means the Corporation of the City of Clarence-Rockland;
- 1.4 "applicant" means any person, group or corporate body who applies to the Corporation for permission to construct an entrance or a front yard ditch filling;
- 1.5 "Director" means the Director of Infrastructure and Planning of the Corporation of the City of Clarence-Rockland appointed to administer and manage the provisions of this by-law and includes his authorized subordinates and assistants.
- 1.6 "Local Collector" means Maisonneuve Road, Baseline Road (from Canaan Road to Joanisse Road and St-Jean Street to Landry Road), Canaan Road (from Vinette Road to Baseline Road) and Vinette Road (from Joanisse Road to Bouvier Road).

2. Classification of Entrances:

- 2.1 "Public Entrance" means an entrance opening onto a City road from a public road, street or highway or other thoroughfare, maintained by a municipality or other authority;
- 2.2 "Residential Entrance" means an entrance opening onto a City Road from one or more residential dwelling units where there is no common parking area;
- 2.3 "Commercial Entrance" means an entrance opening onto a City Road from a property used for commercial, industrial or institutional use or a combination thereof and includes residential properties such as apartments, townhouse developments and other multiple dwelling unit developments having common parking areas;
- 2.4 "Farm Entrance" means an entrance opening onto a City Road from a farm or other agricultural use, primarily for access to barns and outbuildings;
- 2.5 "Field Entrance" means an opening onto a City Road from a field or bush

forming part of a farm. It shall be used only for the passage of animals and for agricultural related activities, but not for access to buildings of any type;

- 2.6 "Field Entrance for crop harvesting" means an opening onto a City Road from a field forming part of a farm. It shall be used only for the purpose of harvesting crops, but not for access to buildings of any type;
- 2.7 "Temporary Entrance" means an entrance that will be used for a limited period of time to permit construction or other short term access.
3. No person, group or corporate body shall undertake to construct, alter or change an entrance or the use of an entrance or shall proceed with the filling or alteration of a front yard ditch adjacent to a City Road, until he has obtained a permit issued from the Corporation and paid the prescribed fees.
  4. Each application for a permit shall be made on the form provided by the Director.
  5. The installation permit shall be issued on behalf of the Corporation by the Director subject to the terms and conditions provided herein and shall be valid only upon the completion of the terms and conditions contained therein.
  6. The cost of construction or alteration of all entrances or front yard ditch filling, including the construction of catch basins, curbs, gutters, sidewalks, islands, granular, pipes, vegetation or other necessary appurtenances shall be borne entirely by the applicant.
  7. Every application for a permit shall be subject to a fee and shall be accompanied by a security deposit, as set out in Schedule "A". No permit shall be issued until the required security has been deposited and the fee has been paid. No fee paid for a permit shall be refunded. If the Director is satisfied that all the requirements of the permits have been met, the applicant's security deposit will be returned. In the event that a permit is not approved by the City for issuance, the security deposit is refundable.
  8. In the event that an entrance or front yard ditch filling has not been constructed or installed in accordance with the permit, it shall be removed by the applicant upon written direction issued by the City. Failure to do so will result in the removal by the City at the expense of the applicant, all subject to the enforcement provisions of this By-Law. All costs incurred by the City shall be paid by the applicant and may be drawn from the security deposit deposited at the time of the permit issuance.
  9. Each application for a permit shall be accompanied by proof of ownership of the subject property, in a form satisfactory to the Director and shall provide and maintain Comprehensive/ Commercial General Liability insurance acceptable to the Corporation and subject to limits specified in Schedule "E".
  10. In order to do the works, the permit holder shall hire a "competent person" as defined under the *Occupational Health and Safety Act* and shall submit a Traffic

Control Plan to the Director. No works shall occur until such time as the Director has approved of the Traffic Control Plan.

11. Where the applicant wishes to construct an entrance, the Director shall determine the size, location and mode of construction of the culvert, bridge, pipe or other structure to be used in the construction of an entrance and he shall state these requirements and any other special provisions he deems necessary on the permit issued to the applicant.
12. Where the applicant wishes to construct a front yard ditch filling, the Director shall determine the size, location and mode of construction of the culvert, bridge, pipe or other structure to be used in the construction of a front yard ditch filling and he shall state these requirements and any other special provision he deems necessary on the permit issued to the applicant.
13. No person shall obstruct any ditch, drain, watercourse or culvert either situated on or adjacent to a City road or any ditch, drain, watercourse or culvert providing an outlet for water discharged from a City road.
14. Any person found to be obstructing a drain, ditch, watercourse or culvert, shall, when requested by the Director to do so, remove the obstruction within such time as is reasonable having regards to all circumstances but, in any event, within twenty-four (24) hours, and in default thereof, same shall be done by the Corporation at the person's expense as provided in Section 446(1) of the *Municipal Act, 2001, S.O., 2001, Chapter 25, as amended.*
15. Each entrance or front yard ditch filling on to a City Road must be designed, constructed and maintained in a manner that will prevent surface water from adjoining properties being discharged via the entrance on to the travelled portion of the City Road.

Restrictions regarding location of entrances:

16. An entrance will not be permitted in a location that in the opinion of the Director would cause a traffic hazard.
17. A Residential Entrance, Agricultural Entrance or Field Entrance may be refused if it fails to meet all of the minimum requirements listed in Schedule "B".
18. A Commercial Entrance may be refused if it fails to meet all of the minimum requirements listed in Schedule "B".
19. Subject to the unfettered discretion of the Director, a maximum of one entrance may be approved for each existing lot of record. A second entrance shall not be permitted unless it is an auxiliary Field entrance, an auxiliary Farm entrance or an auxiliary Field entrance for crop harvesting used solely for agricultural purposes or is replacing an existing entrance which is not an auxiliary field entrance and meets all of the requirements listed in Schedule "B".

20. No new (additional) entrance permits shall be granted to existing lots of record which have an existing approved entrance whether shared or otherwise onto a City Road. Should a lot of record have more than one existing entrance, the Director, in its sole discretion, reserves the right to eliminate as many entrances as required in order to comply with the provisions of this By-law and the owner shall be required to apply for a permit to remove such entrance(s).
21. Subject to the unfettered discretion of the Director, no new entrance for lots of record or severed lots shall be permitted on a City road where the average minimum spacing is less than those established in Schedule "B".
22. Where it is not possible to meet a minimum spacing between adjacent entrances as noted in this by-law, a shared mutual entrance may be granted. A shared mutual entrance shall straddle the shared mutual property line between the two land parcels. If a property cannot be serviced by a shared mutual entrance, approval of an entrance will be denied.
23. A new entrance may be permitted for existing lots of record where no entrance has previously been provided, subject to the provisions of this By-Law.
24. A new entrance may be permitted where such a new entrance would replace an existing entrance and would establish superior entrance standards over existing conditions.
25. When an entrance is to be changed or altered or where the property is used for any purpose other than its original use, a permit shall be required and the installation must comply and be subject to all of the provisions set out in this by-law including but not limited to the standards established in Schedule "B".

#### Maintenance

26. Property owners having access to a City Road are solely responsible for the maintenance and replacement of the access including but not limited to the removal of snow and ice, shoulder gravel and winter sand, keeping the portion of the access within the right-of-way in a safe condition for vehicular traffic. Such property owner shall ensure the replacement of all portions of the access as and when necessary. A culvert pipe or any other structure installed under the terms of this by-law shall be the property of the property owner and all subsequent maintenance, repairs, alterations, replacements, etc., shall be the responsibility of the property owner.
27. Any existing entrance or any entrance installed under the terms of this by-law shall be the property of the property owner upon acceptance of the work and all subsequent maintenance, repairs, alterations, replacements, surface repairs etc., shall be the responsibility of the property owner. The applicant or his successor shall maintain and replace from time to time, as required, any works installed under the provisions of this By-Law and installed prior to the passing of this By-Law.

28. Any existing front yard ditch filling or any front yard ditch filling installed under the terms of this by-law shall be the property of the property owner upon acceptance of the work and all subsequent maintenance, repairs, alterations, surface repairs etc., shall be the responsibility of the property owner. The property owner shall maintain and replace from time to time, as required, any works installed under the provisions of this By-Law and works installed prior to the passing of this By-Law.
29. Head walls, retaining walls or structures (ie pillars, timber/railway tie/ block/ stone/ brick walls or any other type of material) at culverts shall not be permitted within the City road allowance. These shall be removed by the applicant upon written direction issued by the Director. The Public Works Department shall not be responsible for replacing any structures connected with any entrance while doing any maintenance work within the road allowance.
30. Curbing shall be permitted for commercial and/or urban entrances provided it conforms to the Ontario Provincial Standard Drawings and Specifications.
31. Where an existing entrance or any ditch infilling pipe works is affected solely by the reconstruction of a City Road or the reconstruction or cleaning of a ditch, the City shall reinstate, at the City's cost, the affected entrance and ditch infilling pipe when the reconstruction of the entrance or the cleaning or reconstruction of the ditch is required by the City or for City purposes. Any original materials of construction salvaged shall remain the property of the City.
32. The City shall maintain the authority to relocate/close any entrance that does not comply with any section of the by-law.
33. Temporary Entrance
  - 33.1 Notwithstanding the provisions of this by-law, Temporary Entrances may be permitted by the Director. The Director shall specify the mode of construction, establish the standards and specifications of construction and establish the time period the Temporary Entrance shall be permitted to exist.
  - 33.2 If at the end of the specified time period for which a Temporary Entrance installation permit was issued, the said permit is not renewed by the Director, or the structure of the entrance removed, the applicant to which the permit was issued shall be deemed to be causing an obstruction and the provisions of this by-law shall be applied.

34. Time Limit

The construction of an entrance or a front yard ditch filling, in accordance with the specifications established in this By-Law, shall be completed within six (6) months from the date of issuance of the installation permit. The Director may, upon application, renew or extend any permit issued under this By-Law, at no charge to the applicant, if it is deemed appropriate by the Director, in his sole

discretion.

35. The City reserves the right to refuse approval of any application or remove an existing entrance should it be determined that any one of the objectives or requirements of the By-Law is or will be compromised as determined at the sole discretion of the Director.

#### Appeal of refusal of entrance

36. Entrance applications that do not conform to this By-law shall be denied and the applicant shall be so informed in writing within five days of the Director's decision. The applicant's security deposit shall also be returned at this time. A person who wishes to appeal a decision of the Director made pursuant to this By-law may appeal the Director's decision in accordance with the following:
  - a. An application for an appeal shall be made to the Director and shall be accompanied by an administrative fee of \$500.00 for each denied application under the provisions of this By-law; said fee is non-refundable.
  - b. City Council (or a Committee to whom this function has been delegated) shall, within a reasonable time after receiving an application for an appeal, hold a hearing at a place and time determined by City Council in order to allow the applicant an opportunity to make representations. A written summary of the applicant's presentation to the Committee or Council must be submitted to the Director no less than ten business days before the date of the hearing. The applicant's summary shall be distributed to City Council (or the applicable committee). The applicant's verbal presentation to City Council (or the applicable committee) shall be no longer than ten minutes.
  - c. Should the applicant's appeal be granted, the original application fee (\$200.00) shall be waived or returned, however, the applicant will have to re-submit the security deposit as specified in Schedule "A" of this by-law.

#### Remedial Action

37. Every person who fails to comply with the requirements set out in this By-law, shall by the date specified within any notice by the City, take all necessary steps to comply.
38. In the event that a person fails to comply with the notice provided by the City, the City may do the work at the expense of the owner by adding the costs incurred by the City to the tax roll for that property and collecting them in the same manner as taxes.

### Offence and Penalty Provisions

39. Any person who contravenes the provisions of this By-law is guilty of an offence and, upon conviction, is subject to a fine as provided in the *Provincial Offences Act* and to any other applicable penalties.
40. If this By-law is contravened and a conviction entered, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may, in addition to any other remedy and to any penalty that is imposed, make an order prohibiting the continuation or repetition of the offence by the person convicted.
41. Each day of default by the owner in complying with any of the provisions of this By-law shall constitute a separate offence.
42. This By-Law is subject to and in furtherance of *The Drainage Act*, R.S.O., 1990, Chapter D.17 as amended.

### Indemnification

43. The applicant (being the owner and/or contractor as the case may be) shall defend, indemnify and save harmless the City, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the performance of work pursuant to this By-law and any permit issued by the City thereunder. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the applicant in accordance with this By-law, and shall survive completion of the works.
44. The applicant agrees to defend, indemnify and save harmless the City and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the contractor's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the contractor in accordance with this By-law, and shall survive the completion of the works.

### Validity

45. If a court of competent jurisdiction declares any provision, or any part of a



provision, of this by-law to be invalid, or to be of no force and effect, it is the intention of Council in enacting this by-law that each and every provision of this bylaw authorized by law be applied and enforced in accordance with its terms to the extent possible according to law.

46. By-Law Number 2005-84 is hereby repealed.

**READ AND PASSED IN OPEN COUNCIL THIS 3<sup>rd</sup> DAY OF APRIL, 2017.**

  
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Guy Desjardins, Mayor

  
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Monique Ouellet, Clerk

**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**

**SCHEDULE "A" TO BY-LAW NUMBER 2017-44**

**Application non-refundable fee**

TYPE OF WORK PERFORMED	ADMINISTRATIVE FEE
<ul style="list-style-type: none"> <li>• Relocate Entrance</li> <li>• New Entrance</li> <li>• any extension to Entrance</li> </ul>	\$ 200
<ul style="list-style-type: none"> <li>• Remove Entrance</li> <li>• Replace Entrance at same location</li> </ul>	\$ 0
<ul style="list-style-type: none"> <li>• front yard ditch filling or any extension,</li> </ul>	\$ 200

**Security Deposit Fees**

TYPE OF WORK PERFORMED	SECURITY DEPOSIT FEE
<ul style="list-style-type: none"> <li>• Any relocated, replaced, or new Entrance or any extension;</li> </ul>	\$ 1,500
<ul style="list-style-type: none"> <li>• front yard ditch filling or any extension,</li> </ul>	\$ 200 per linear meter of ditch filling with a minimum of \$1,000

**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**

**SCHEDULE “B” TO BY-LAW NUMBER 2017-44**

**Minimum Requirements for location and size of entrances**

<b>Classification of entrance</b>	<b>Requirements</b>
<p><b>Residential use (applies to driveways and private garages associated with any detached dwelling, semi-detached dwelling, duplex dwelling, linked dwelling, townhouse dwelling and back to back townhouse dwellings)</b></p>	<ul style="list-style-type: none"> <li>a) One entrance per lot shall be permitted.</li> <li>b) Minimum width of driveway: 3 meters</li> <li>c) Maximum width of driveway:               <ul style="list-style-type: none"> <li>a. The lesser of 6 meters or 55% of the lot frontage for a lot having a lot frontage of 12 meters or less</li> <li>b. Equal to 50% of the lot frontage on a lot having greater than 12 meters and less than 18 meters of lot frontage to a max of 7 meters.</li> <li>c. 9 meters for a lot having a lot frontage equal to or greater than 18 meters.</li> </ul> </li> <li>d) If on a local collector as defined in the Counties Official Plan, not within 30 metres of any entrance on the same side of the road or/and from any intersection or/and from a public entrance;</li> <li>e) Not within 30 metres of upon or across a day lighting triangle, acceleration, deceleration or passing lane;</li> <li>f) Not within 30 meters of a structure such as bridges that may obstruct the vision of traffic using an adjacent entrance and traffic on the City Road approaching the entrance.</li> <li>g) The sight distance equals or exceeds the distances as contained in the Minimum Sight Distance Table (1) which is contained in the schedule appended hereto as Schedule “C”.</li> <li>h) If on a local road, the distance between the intersections of a street line measured along the street line intersected by such driveway shall be 6 meters.</li> </ul>
<p><b>Non-residential use and Agricultural use (field entrance and farm entrance)</b></p>	<ul style="list-style-type: none"> <li>a) The maximum width shall be 12 metres.</li> <li>b) If on a local collector as defined in the Counties Official Plan, not within 30 metres of any entrance on the same side of the road or/and from any intersection or/and from a public entrance;</li> <li>c) Not within 30 metres of upon or across a day lighting triangle, acceleration, deceleration or passing lane;</li> <li>d) Not within 30 meters of a structure such as bridges that may obstruct the vision of traffic using an adjacent entrance and traffic on the City Road approaching the entrance.</li> <li>e) The sight distance equals or exceeds the distances as contained in the Minimum Sight Distance Table (1) which is contained in the schedule appended hereto as Schedule “C”.</li> <li>f) The minimum distance between 2 driveways on one lot shall be 30 meters, except as otherwise approved under a Site Plan Agreement.</li> <li>g) If on a local road, the distance between the intersections of a street line measured along the street line intersected by such driveway shall be 8 meters.</li> <li>h) A Farm Entrance or Field Entrance shall only be permitted for a property where the agricultural activity takes place over an area of five or more hectares or in such other circumstances deemed appropriate by the Director.</li> </ul>

Note: The most restrictive criteria will dictate if an entrance can be permitted and if so the location of the entrance

**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**

**SCHEDULE "C" TO BY-LAW NUMBER 2017-44**

**Minimum Sight Distance**

**MINIMUM SIGHT DISTANCE TABLE (1) – RESIDENTIAL (not urban and village)**

Speed Limit km/h	Sight Distance	
	Flat – less than 3% (metres)	On a grade – 3 % or greater (metres)
40	45	45
50	65	65
60	85	90
70	110	120
80	140	155
90	170	190
100	200	220

**MINIMUM SIGHT DISTANCE TABLE (2) – COMMERCIAL/AGRICULTURAL**

Speed Limit (km/h)	Sight Distance (metres)
50	120
60	140
70	160
80	180
90	200
100	230

Sight distance possibly too high for urban and village

**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**

**SCHEDULE “D” TO BY-LAW NUMBER 2017-44**

**Minimum size and type of pipe**

The diameter, gauge, length and type of culvert to be used to convey surface water drainage either through an entrance or a front yard ditch filling shall be determined by the City with the minimum size of culverts to no less than 450 mm in diameter and 9 meters in length. A larger size culvert may be required depending on the contributing drainage area, as determined by the Director. Side slopes shall be no steeper than ratio of 2 (horizontal) to 1 (vertical).

Only new standard corrugated steel pipe with a minimum wall thickness of 1.6 mm for pipes size up to 1,200 mm or high-density polyethylene (HDPE) materials 320 kpa for entrances and 210 kpa for front yard ditch filling; approved by the Director shall be used. The wall thickness for corrugated steel pipes with a larger diameter than 1,200 mm shall be evaluated on a case by case basis.

Culverts shall be installed at the proper grade so as to provide free and unimpeded flow of water through the culverts.

The culvert shall be centred on the entrance and in the ditch line unless otherwise approved by the Director. The invert of the culvert must be set plus or minus 150 mm below the existing ditch grade.

A front yard fill application could be denied if it implies a connection to a cross-culvert inlet or outlet that would cause restrictions in the maintenance or replacement of that cross-culvert.

The use of water tanks, barrels, concrete blocks, concrete pipe, used corrugated steel pipe or used plastic pipe shall not be permitted.

Applicants shall acknowledge that they may be required to submit a site grading plan depicting the existing topography and the proposed site grades, spot elevations, swales, cross-sections etc., at the discretion of the Director.

Applicants shall acknowledge that they may be required to install catch basins, clean-outs, inlet and other structures as may be necessary to facilitate drainage from or alongside the road, at their cost. Only new manufactured components (grills, tees, catch-basins, manholes, couplers, etc.) of the exact same type and size as the pipes shall be used for the construction of the front yard fill and entrance.

**Minimum culvert length**

<b>Ditch depth (measured from top of entrance)</b>	<b>Culvert Length Residential</b>	<b>Culvert Length Commercial &amp; Agricultural</b>	<b>Culvert Length Crop Harvesting</b>
Less than 1.0 meter	9 metres	12 metres	31 metres
1.0 meter to 1.5 metres	11 metres	14 metres	33 metres
1.5 metres to 2.0 meters	13 metres	16 metres	35 metres
2.0 metres to 2.8 metres	16 metres	20 metres	38 metres
More than 2.8 metres	20 metres	25 metres	45 metres

# CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

## SCHEDULE "E" TO BY-LAW NUMBER 2017-44

### Minimum Insurance Requirements

The land owner, at the application process and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the City of Clarence-Rockland with evidence of:

#### **Commercial General Liability Insurance**

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$2,000,000. per occurrence / \$2,000,000. annual aggregate for any negligent acts or omissions by the land owner relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause

This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the City. The land owner shall indemnify and hold the City of Clarence-Rockland harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the land owner, their employees or other persons for whom the land owner is legally responsible.

#### **Automobile Liability Insurance**

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$1,000,000. inclusive for each and every loss.

#### **Environmental Impairment Liability (if applicable)**

The Contractor shall effect and maintain Environmental Impairment Liability with a limit of not less than \$1,000,000. Per Incident /Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. If such insurance is issued on a claims made basis, such insurance shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

**Should the land owner hire a contractor to carry out the work on their behalf, the contractor shall provide the City of Clarence-Rockland with evidence of the following Insurance:**

#### **Commercial General Liability Insurance**

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000. annual aggregate for any negligent acts or omissions by the contractor while carrying out the work associated with the road permit. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause

Such insurance shall add the City of Clarence-Rockland and the land owner as Additional Insured with respect to the operations of the contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the City and/or land owner. The contractor shall indemnify and hold the City of Clarence-Rockland and the land owner harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the contractor, their officers, employees or other persons for whom they are legally responsible.

#### **Automobile Liability Insurance**

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000. inclusive for each and every loss.

#### **Environmental Impairment Liability (if applicable)**

The Contractor shall effect and maintain Environmental Impairment Liability with a limit of not less than \$2,000,000 Per Incident /Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. If such insurance is issued on a claims made basis, such insurance shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

#### **Contractor's Pollution Liability**

The Contractor shall carry a Contractor's Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$2,000,000. The policy shall provide coverage on a gradual release for pollution conditions as a result of the operations performed at the job site. Coverage shall include bodily injury, property damage, clean-up and remediation costs. The Contractor shall purchase at minimum a 1 Year Extended Reporting Endorsement.

#### **Professional Liability Insurance**

Where the application involves or requires design of any part of the work, the Contractor shall take out and keep in force Professional Liability insurance in the amount of \$1,000,000.00 providing coverage for acts, errors and omissions arising from their professional services performed pursuant to this By-law and any permit issued. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the City.

All policies of insurance required herein shall add the City of Clarence-Rockland and the land owner as Additional Insured with respect to the operations of the contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the City and/or land owner. The contractor shall indemnify and hold the City of Clarence-Rockland and the land owner harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the contractor, their officers, employees or other persons for whom they are legally responsible.

The above noted policies shall not be cancelled, altered or lapsed unless the Insurer notifies the City in writing at least thirty (30) days prior to the effective date of the change or cancellation.

Prior to commencement of work, the land owner and / or contractor shall furnish the City with a certificate of insurance or copies of the policies confirming the aforementioned insurance. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the City. The insurance must be underwritten by an insurer licensed to conduct business in the Province of Ontario.

**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**

**SCHEDULE "F" TO BY-LAW NUMBER 2017-44**



CITÉ DE CLARENCE-ROCKLAND  
DÉPARTEMENT DES TRAVAUX PUBLICS

CITY OF CLARENCE-ROCKLAND  
DEPARTMENT OF PUBLIC WORKS

By authority of Municipal Bylaw 2017-44 / Sous l'autorité du règlement municipal 2017-44

**APPLICATION FOR ENTRANCEWAY PERMIT / DEMANDE DE PERMIS POUR ENTRÉE  
CONSTRUCTION, REMOVAL, RELOCATION OR REPLACEMENT / CONSTRUIRE, ENLEVER, RELOCALISER  
OU REMPLACER**

Name, address and tel. # of applicant, - Nom, adresse et # de tél. du requérant (print in block letters/en lettres moulées)

Proof of ownership, copy enclosed / Preuve de propriété, copie ci-joint: \_\_\_\_\_

Deed of Land, tax certificate or roll # / Acte de vente, certificat de taxes ou numéro de rôle \_\_\_\_\_

**LOCATION OF ENTRANCEWAY / EMBLACEMENT DE L'ENTRÉE:**

Civic address / Adresse civique: \_\_\_\_\_ Between / Entre: \_\_\_\_\_ And / Et: \_\_\_\_\_

Side / Côté: \_\_\_\_\_ Road Name / Non du Chemin: \_\_\_\_\_ Lot: \_\_\_\_\_ Concession: \_\_\_\_\_  
(nord, sud, est, ouest / North, South, East, West)

City of Clarence-Rockland: \_\_\_\_\_

Type of entranceway / Genre d'entrée: \_\_\_\_\_ For the purpose of / Pour fin de: \_\_\_\_\_

(farm, residential, field, commercial / ferme, résidentielle, champ, commercia relocaliser ou remplacer) (construction, removal, relocation or replacement / construire, enlever, relocaliser ou remplacer)

Land Severance file # / # dossier de morcellement de terrain : \_\_\_\_\_ Work done by / Travaux fait par: \_\_\_\_\_

(owner, contractor / propriétaire, entrepreneur)

I hereby apply to the City of Clarence-Rockland for permission to construct, remove or replace the entranceway as described above. / Par la présente, je demande à la Cité de Clarence-Rockland la permission de construire, d'enlever ou remplacer l'entrée décrite ci-dessus.

DATE: \_\_\_\_\_ SIGNATURE(Applicant(s)/Propriétaire(s)) \_\_\_\_\_

Where the applicant proposes to carry out the construction, removal, relocation or replacement of an entranceway himself or to have a qualified contractor perform the work, the following special provisions shall apply: (1) The applicant or his contractor will "save the City of Clarence-Rockland harmless" and thus assume all risk and liability when granted the permit. The applicant or his contractor is responsible for obtaining Public Liability and Property Damage Insurance to protect himself. (2) The applicant or his contractor will, at all times, carry out the work in such a manner as to create the least interference with traffic consistent with the performance of the work and is required to use proper precautions such as barricades, lights and flag persons to safeguard the travelling public. (3) The applicant or his contractor will advise the City of Clarence-Rockland when the work is done to have the final inspection performed. The applicant or his contractor is required to construct, remove, relocate or replace the entrance way within six (6) months of the date of the permit.

Lorsque le propriétaire construit, enlève, relocalise ou remplace l'entrée lui-même ou par un entrepreneur qualifié, les provisions spéciales suivantes sont de rigueur : (1) Le propriétaire ou son entrepreneur exonérera la Cité de Clarence-Rockland de toute responsabilité et assumera tous les risques et responsabilités lorsqu'on lui accordera un permis. Le propriétaire ou son entrepreneur devra obtenir une assurance-responsabilité publique et dommage à la propriété pour se protéger lui-même. (2) Le propriétaire ou son entrepreneur poursuivra en tout temps ce travail de façon à créer le moins d'interférence possible à la circulation dans l'exécution de ce travail et est requis de prendre les précautions propres à sauvegarder la circulation routière par l'usage de barricades, lumières ou drapeaux de circulation. (3) Le propriétaire ou son entrepreneur avisera la Cité de Clarence-Rockland lorsque les travaux seront terminés afin que ceux-ci puissent faire l'inspection finale. Le propriétaire ou son entrepreneur s'engage à respecter et à remplir toutes les conditions et tous les termes de cette entente. Le propriétaire ou son entrepreneur s'engage à construire, enlever, relocaliser ou remplacer cette entrée dans un délai de six (6) mois à partir de la date du permis.

I have read and thoroughly understand the conditions, specifications and regulations relating to this application. / J'ai lu et comprends parfaitement les conditions, spécifications et règlement concernant cette demande.

TYPE OF WORK PERFORMED / TRAVAUX EFFECTUÉS	ADMINISTRATIVE FEE / FRAIS D'ADMINISTRATION (non-refundable / non- remboursable)	SECURITY DEPOSIT FEE / FRAIS DE DÉPÔT DE SÉCURITÉ (refundable / remboursable)
New construction / nouvelle construction	\$200	\$1500
Relocate / Relocaliser	\$200	\$1500
Extension / Extension	\$200	\$1500
Remove / Enlever	No charge / sans frais	No deposit required / Aucun dépôt requis
Replace / Remplacement	No charge / sans frais	\$1500

I hereby certify that I carry Policy No.: / Je certifie par la présente que j'ai la police d'assurance numéro: \_\_\_\_\_

Name of insurance company / Nom de la firme d'assurance: \_\_\_\_\_

Check box / Cochez  
 OWNER / PROPRIÉTAIRE \$2,000,000     CONTRACTOR / ENTREPRENEUR \$5,000,000

DATE \_\_\_\_\_ SIGNATURE (Applicant or Contractor/Propriétaire ou entrepreneur) \_\_\_\_\_

**TO BE COMPLETED BY OFFICE ONLY / À ÊTRE COMPLÉTÉ PAR LE BUREAU SEULEMENT**

Lenght of culvert / Longueur du tuyau: \_\_\_\_\_ m Size of culvert / Grosseur du tuyau: \_\_\_\_\_ mm Fill / Remblais  Cut / Excavé

Maximum width of the top of the entranceway must not exceed \_\_\_\_\_ m / Largeur maximale de la surface de l'entrée ne doit pas dépasser \_\_\_\_\_ m

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

SCHEDULE "G" TO BY-LAW NUMBER 2017-44



CITÉ DE CLARENCE-ROCKLAND  
DÉPARTEMENT DES TRAVAUX PUBLICS

CITY OF CLARENCE-ROCKLAND  
DEPARTMENT OF PUBLIC WORKS

**ENTRANCEWAY PERMIT / PERMIS POUR ENTRÉE**

**CONSTRUCTION, REMOVAL, RELOCATION OR REPLACEMENT / CONSTRUIRE, ENLEVER, RELOCALISATION OU REMPLACER**

Permit Number / No. de permis : 2017- Land Severance File Number / No. de dossier de morcellement de terrain :

By authority of By-Law No. 2017-44, permission is hereby granted to / Sous l'autorité du règlement no. 2017-44, la permission est par la présente accordée à

(name, address & tel. # of applicant – nom, adresse et # de tél. du requérant)

**LOCATION OF ENTRANCEWAY / EMPLACEMENT DE L'ENTRÉE:**

Side / Côté: Road Name / Nom du Chemin : Lot: Concession:

Civic address / Adresse civique :

Proof of ownership / Preuve de propriété: Deed of Land, tax certificate or roll # / Acte de vente, certificat de taxes ou numéro de rôle

Land Division File No. / Dossier de la Régie des terrains no.:

Alternate description / Autre description:

For the purpose of / Pour fin de:

Work will be carried out by / Le travail sera effectué par:

Size and type of culvert / Dimension et genre de tuyau : Lenght / longueur : \_\_\_\_m Size/Grosueur: mm

- New 1.6 mm metal C.S.P pipe OR new 320 kpa plastic pipe with appropriate pipe couplings.
- Tuyau neuf de métal 1.6 mm C.S.P. OU tuyau neuf de plastique 320 kpa avec raccords à tuyau appropriés.
- Largeur maximale de la surface de l'entrée ne doit pas dépasser \_\_\_\_ mètres / Maximum width of the top of the entranceway must not exceed \_\_\_\_ metres.

**SUBJECT TO THE FOLLOWING PROVISIONS / SUJET AUX PROVISIONS SUIVANTES:**

The construction, removal, relocation or replacement of the entranceway must be completed within six (6) months of the date of the permit. This construction, removal, relocation or replacement will not be considered complete until the surface of the entranceway is covered with granular "A" (TYPE 7/8" OR 3/4") of a minimum thickness of 150 mm. / La construction, relocalisation, retrait ou remplacement de l'entrée doit être complété dans un délai de six (6) mois. Cette construction, retrait, relocalisation ou remplacement ne sera considéré complète que lorsque la surface de l'entrée sera recouverte de roche concassée (7/8" OU 3/4"), type granulaire "A" d'une épaisseur minimum de 150mm.

The cost of construction, removal, relocation or replacement of entranceway shall be borne entirely by the applicant / Le coût de construction, de retrait, relocalisation ou de remplacement de l'entrée sera entièrement aux frais du requérant.

The entranceway shall be constructed, removed, relocated or replaced in accordance with the department's standards, under By-Law No. 2017-29 / L'entrée sera construite, enlever, relocaliser ou remplacer conformément aux normes du département, sous le règlement no. 2017-29.

The travelled portion of every entranceway shall be constructed and maintained at all times at a level lower than the shoulder of the road. No retaining wall or rip-rap on each side of the entranceway will be accepted. / Le dessus des entrées sera construit et entretenu en tout temps à une élévation inférieure à l'accotement du chemin. Aucun mur de soutien ou enrochement ne sera accepté de chaque côté de l'entrée.

It is also prohibited to fill the rest of the ditch in front of your property / Il est aussi interdit de remplir le reste du fossé devant votre propriété.

You must remove 15cm from bottom of ditch before installing new corrugated steel pipe / Il est nécessaire de creuser au moins 15 cm au fond du fossé avant d'installer le tuyau neuf en acier ondulé.

The owner shall be responsible for the full maintenance and replacement of the entranceway which includes the culvert. / Le propriétaire sera responsable de l'entretien complet et du remplacement de l'entrée, incluant le ponceau.

The owner must make arrangements with Bell Canada and other utilities to determine the location of any buried services and shall be responsible for any damages. / Le propriétaire doit s'informer auprès de Bell Canada et des autres services publics afin de déterminer où sont enfouis leurs services et sera responsable s'ils sont endommagés lors de la construction.

DATE

SIGNATURE  
Yves Rousselle, C.E.T. Manager, Engineering and Operations