

**BY-LAW NO. 2019-XXXX**

**A By-law to regulate the obstruction, encumbering, injuring, or fouling of highways, and to repeal By-law No. 90-68.**

**WHEREAS** Section 27(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws in respect of a highway only if it has jurisdiction over the highway;

**AND WHEREAS** there is a network of highways within the Town of Halton Hills for which The Corporation of the Town of Halton Hills has jurisdiction;

**AND WHEREAS** Council deems it necessary and advisable to regulate the obstructing, encumbering, injuring, or fouling of highways and to repeal By-law No. 90-68;

**NOW THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF HALTON HILLS ENACTS AS FOLLOWS:**

**DEFINITIONS**

1. In this By-law,
  - (a) “**Commissioner**” means the Commissioner, Transportation and Public Works of the *Town*, or their designate;
  - (b) “**construction supplies**” includes, but is not limited to, fill, granular material, bricks, and paving stones;
  - (c) “**disposal container**” means any container used for the collection of waste and refuse and includes, but is not limited to, roll-off containers, dumpsters, and construction bins or bags;
  - (d) “**highway**” means a common and public highway and includes, but is not limited to, any street, avenue, parkway, road allowance, boulevard, lane, driveway, square, place, bridge, viaduct, right-of-way, or trestle for which the *Town* has jurisdiction;
  - (e) “**material**” includes, but is not limited to, earth, gravel, sand, snow, ice, refuse, signs, fences, hedges, trees, bushes, and any other materials;
  - (f) “**permit**” means a permit issued by the *Town* pursuant to this By-law;
  - (g) “**person**” includes, but is not limited to, an individual, a corporation, a partnership, or any other legal entity; and
  - (h) “**Town**” means The Corporation of the Town of Halton Hills.

**GENERAL PROHIBITIONS**

2. No *person*, without lawful authority, shall cause, permit, or allow:
  - (a) the placing, depositing, planting, constructing, or maintaining of any *material* or structure on or under any *highway*;

- (b) the excavating or damaging of any *highway* except in accordance with By-law No. 92-199 and any other *Town* approval or permit process;
  - (c) the throwing, placing, pushing, depositing, or relocating of any *material* on a *highway*;
  - (d) the placing or depositing of sporting or recreational equipment on a *highway*, including but not limited to, basketball nets, hockey nets, soccer nets, skateboard ramps, and bicycle ramps;
  - (e) the placing or depositing of any kind of furniture or fencing on a *highway*;
  - (f) the planting, constructing, erecting, or maintaining of any *material* which may obstruct traffic control devices or may impair visibility of *persons* operating a motor vehicle;
  - (g) a public nuisance on a *highway* by any means whatsoever, including, but not limited to, fire, water, vapour, or noise;
  - (h) the constructing or maintaining of a gate or door which opens or swings open onto or over a *highway*;
  - (i) an activity which interferes with public travel or use of a *highway*; or
  - (j) the posting of a notice, handbill, sticker, placard, or advertisement on a *highway* or appurtenance within the highway.
3. No *person* owning, employing, or using motor vehicles of any kind, including, but not limited to, trucks, graders, loaders, or other motor vehicles in any operation which involves the passage of such vehicles on a *highway*, shall cause, permit, or allow any *material* to fall from such vehicles onto a *highway*. Any *material* which may fall from such vehicles shall be removed forthwith from the *highway* or from any other public property where the same may be placed or deposited by such person owning, employing, or using such motor vehicles.

### **DISPOSAL CONTAINERS AND CONSTRUCTION SUPPLIES**

- 4. No *person* shall cause, permit, or allow the placing, locating, or maintaining of a *disposal container* or *construction supplies* on a *highway* without first obtaining a *permit*.
- 5. No *person* shall cause, permit, or allow the placing, locating, or maintaining of a *disposal container* or *construction supplies* on a *highway* except in accordance with the terms and conditions of the *permit*.
- 6. Any *disposal container* or *construction supplies* placed, located, or maintained on a *highway* without a *permit* or not in accordance with the terms or conditions of the issuance of a *permit*, may be removed by the *Commissioner* without notice and at the expense of the *person* violating this By-law.
- 7. To obtain a *permit*, the applicant shall submit to the *Commissioner*:
  - (a) a completed application form as set out in Schedule "A" to this By-law;
  - (b) a plan showing the proposed location of the *disposal container* or *construction supplies* in relation to the surrounding buildings, lots, and *highways*;
  - (c) the appropriate fee as set out in Schedule "B" to this By-law; and
  - (d) all other information as may be deemed necessary by the *Commissioner*.

8. When deciding whether to issue a *permit*, the *Town* may consider whether all reasonable alternatives to placing, locating, or maintaining a *disposal container* or *construction supplies* on a *highway* have been exhausted.
9. No *permit* shall be issued by the *Town* except in accordance with the provisions of this By-law and any other applicable law.
10. The *Town* may revoke a *permit* without notice, under any of the following circumstances:
  - (a) where the *permit* has been issued in error by the *Town* or on the basis of false, mistaken, or misleading information or undertakings provided to the *Town*;
  - (b) where the placement, location, or maintenance of a *disposal container* or *construction supplies* do not conform to the terms or conditions of a *permit*; or
  - (c) where the *Commissioner* deems it necessary.
11. A *permit* issued by the *Town* under this By-law shall expire pursuant to the terms or conditions of the *permit*. If no date is specified, the *permit* shall expire 7 days following the date of issuance.
12. A *person* placing, locating, or maintaining a *disposal container* or *construction supplies* on a *highway* shall be responsible for any damage caused to the *highway*.
13. Any *person* placing, locating, or maintaining a *disposal container* or *construction supplies* on a *highway* in accordance with this By-law shall agree to indemnify and save harmless the *Town* from and against all manner of claims for damages, loss, expense, or otherwise arising from the issuance of a *permit* for the placing, locating, or maintaining of such *disposal container* or *construction supplies* on a *highway*.
14. Permits for construction/excavation on public highways and for the alteration of driveways and curbs may be applied for under Town of Halton Hills By-law No. 92-199 and Town of Halton Hills By-law No. 2018-0028.

## **REMEDY**

15. Where it is deemed that a violation of this By-law occurred, the *Commissioner* may serve notice upon the *person* violating the By-law, directing that the violation be remedied within a specified period of time. In the event the notice is not complied with, the *Commissioner* may cause the violation to be remedied at the expense of the *person* violating this By-law.
16. Where the *Commissioner* deems a violation of this By-law to constitute a hazard, the *Commissioner* may, without notice, require the hazard to be remedied by any *person* causing, permitting, or allowing the placing, locating, or maintaining of a *disposal container* or *construction supplies* or the *Commissioner* may undertake the necessary works to remedy the violation at the expense of the *person* violating the By-law.
17. The *Town* shall not be responsible for any damage that may be caused to a property as a result of its remedial action pursuant to Section 15 and Section 16.
18. Any notice given under this By-law may be given by regular mail or personal delivery. Delivery by regular mail is deemed to be effective three (3) days after mailing.

19. The *Town* may recover its cost of remedying a violation of this By-law by invoicing the *person* violating the By-law, by instituting court proceedings, or by adding the cost to the tax roll and collecting it in the same manner as property taxes. The exercise of any remedy shall not preclude the exercise of any other available remedy.
20. Every *person* who fails to comply with a notice made under Section 15 is guilty of an offence.

#### **PENALTY**

21. Every *person* who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to a fine as provided for by the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended. Each day a violation continues constitutes a separate offence and may be punishable as such.

#### **CONFLICT**

22. Where a conflict arises between the requirements of this By-law and any other By-law of the *Town*, the more stringent provisions shall apply.

#### **SEVERABILITY**

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

#### **REPEAL**

24. By-law No. 90-68 and all of its amendments are hereby repealed effective on the date this By-law comes into force.

#### **SHORT TITLE**

25. This By-law may be cited as the *Highway Encumbrance By-law*.

#### **EFFECTIVE DATE**

26. This By-law comes into force and takes effect on the day it is passed.

**BY-LAW** read and passed by The Corporation of the Town of Halton Hills this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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**MAYOR – Rick Bonnette**

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**TOWN CLERK – Suzanne Jones**

**SCHEDULE "A"**

**Date:** \_\_\_\_\_ **Permit Number:** \_\_\_\_\_

**Applicant**

Contact Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Disposal Container / Construction Supplies**

Supplier: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Description: \_\_\_\_\_ Email: \_\_\_\_\_  
Overall Height: \_\_\_\_\_ (m) Overall Width: \_\_\_\_\_ (m)  
Overall Length: \_\_\_\_\_ (m) Overall Weight: \_\_\_\_\_ (m)

**Proposed Location**

Address: \_\_\_\_\_  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_  
Description: \_\_\_\_\_

**Permit Requirements**

<b>Permit Fee: \$120.00</b>	Cash	Cheque	Debit/Visa
<b>Permit Fee: \$240.00</b>	Cash	Cheque	Debit/Visa
<b>Damage Deposit: \$500</b>	Cash	Cheque	Debit/Visa

Submit a Certificate of Insurance indicating Liability Insurance (Minimum \$5,000,000) with this application. Policy Number: \_\_\_\_\_

**Declaration:** The applicant agrees to all conditions as shown herein and on this permit. The preceding information correctly describes the proposed occupancy being applied for. Any changes **must** be submitted and approved by the Public Works department a minimum of five (5) days prior to the road occupancy.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Staff Approval Signature

\_\_\_\_\_  
Date of Approval

## Road Occupancy Permit for Disposal Container and Construction Supplies (Page 2)

**This Permit is applicable only for highways under the jurisdiction of the Town of Halton Hills. The Applicant agrees to the following conditions:**

- 1) Prior to the start of disposal container or construction supplies placement, the Applicant agrees to comply with the requirements of the Ontario Traffic Manual Book 7, Temporary Conditions to the satisfaction of the Public Works and Traffic Division of the Transportation and Public Works Department.
- 2) The Applicant agrees to indemnify and save harmless the Corporation of the Town of Halton Hills from any and all liability resulting from the disposal container or construction supplies placement.
- 3) The Applicant agrees that it is liable for any damage to private property or to the Public Road Allowance.
- 4) The Applicant agrees to provide, with this permit application, a Certificate of Liability Insurance in the minimum amount of \$5,000,000 (five million dollars) **with the Town named as an additional insured.**
- 5) The Applicant agrees to provide a **deposit of \$500.00** payable to the Corporation of the Town of Halton Hills to cover the cost of any possible damages to the road allowance or any services, utilities, landscape and Halton Hills Hydro infrastructure. The Town will retain the deposit until the road allowance is inspected by staff. Should there be any damage to the road allowance, the Town may draw the funds from the Deposit.
- 6) The Applicant agrees to produce a copy of this permit on demand from a Halton Regional Police Officer, an officer appointed for carrying out the provisions of the Ontario Highway Traffic Act, Municipal Law Enforcement Officer or Town official.
- 7) The Applicant agrees to install traffic cones with white colour retro-reflective tapes or any other traffic control devices, as required by the Ontario Traffic Manual Temporary Conditions, Book 7, around the disposal container or construction supplies.
- 8) The Applicant agrees that the Permit will be valid up to a maximum time of 14 days, subject to the Traffic Division approval.

**SCHEDULE "B"**

**Fees**

<b>Service</b>	<b>Fee</b>
Road Occupancy Permit – Disposal Container and Construction Supplies	\$120.00 to \$240.00

DRAFT