



The Corporation of the Town of Grand Valley

5 Main Street North
Grand Valley, ON L9W 5S6
Tel: (519) 928-5652
Fax: (519) 928-2275

GRAND VALLEY

www.townofgrandvalley.ca

Office Use Only: Permit #

Roll #

Application for a Permit to Construct a Fence

Permit Application Fee = \$150.00

Permit Deposit = \$1000.00

Total Due at time of Application = \$150.00, payable by cheque or credit card (over the phone payment accepted) **PLUS \$1000.00 cheque** which will be held (not cashed) until after final inspection and final approval of fence has been issued. (Cheque will be cashed only if owner does not build fence in compliance with permit and by-law)

Please print this form, review the attached by-law, then complete and submit your package to the Municipal office in person, by mail or through the drop box at the front door of the office.

Project information			
Building number, street name		Unit number	Lot/con.
Municipality Town of Grand Valley	Postal Code	Plan number/ other description	
[] Rural [] Settlement Area		Area of work (m ²)	
Applicant			
Applicant is: [] Owner or [] Builder or Other Authorized Agent of Owner			
Last Name		First Name	Corporation or Partnership
Street address		Unit number	Lot/con.
Municipality	Postal Code	Province	Preferred Phone number
Email		Alternate Phone number	
<i>If the Applicant is not the Owner:</i> As registered property owner, I authorize the applicant to make Fence Permit applications and amendments to applications on our behalf. We will abide by all approvals, by-laws and acts of the Town of Grand Valley.			Signature of Property Owner:
Owner (if different from applicant)			
Last Name		First name	Corporation or partnership
Street address		Unit number	Lot/con.
Municipality	Postal Code	Province	Preferred Phone Number
Email		Alternate number	

NOTE: this application is for fencing only. Should you be constructing a pool, the Town's by-law still applies, but the pool enclosure is under your building permit. Please call the Town office relating to pool construction.

Description of fence material:

Maximum height of proposed fence =

Please attach a site drawing, or use space provided, showing the fence in relation to any buildings, structures, lot lines, driveways, parking areas, swimming pools, hot tubs, natural features.
Please indicate the location, dimensions, and materials of all gates, fencing, etc.

Declaration of applicant

I <applicant name>

certify that:

1. The information contained in this application, attached schedule, attached plans and specifications, and other attached documentation is true to the best of my knowledge.
2. I have authority to bind the corporation or partnership (if applicable).

Date

Signature of Applicant

SITE SKETCH (attach additional pages if desired)



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Ontarioonecall.ca **1-800-400-2255**

The Corporation of the Town of Grand Valley

By-law 2020-31

Fence and Pool Enclosure By-law

A By-law prescribing the height and description of fences and pool enclosures within the Town of Grand Valley.

WHEREAS section 11(3)7 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes a municipal Council to pass By-laws with respect to fences;

AND WHEREAS section 429 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes a municipality to establish a system of fines for offences under a by-law of the municipality;

AND WHEREAS the *Building Code Act, 1992* empowers a municipal Council to pass By-laws respecting building permits and the issuance thereof;

AND WHEREAS the Council deems it appropriate to provide for regulations for fences and pool enclosures in the Town of Grand Valley;

NOW THEREFORE the Council of the Corporation of the Town of Grand Valley enacts as follows:

1. DEFINITIONS

- 1.1. "Agricultural Line Fence" means a fence marking the boundaries between privately-owned parcels of land, which is capable of enclosing livestock in a zone where Agricultural uses are permitted.
- 1.2. "Builder-built Covered Decks" means a deck structure with a roof that is attached to a dwelling that was built onto the dwelling during initial construction by the subdivision developer.
- 1.3. "Drainage Easement" means a right or interest annexed by the Town to land for the purposes of allowing for the improving of a natural watercourse, and includes works constructed by any means to regulate the water table or water level within or on any lands or to regulate the level of the waters of a drain, catch basin, reservoir, lake or pond, and includes a dam, embankment, wall, protective works or any combination thereof, and the easement permits the Town to impose restrictions on the owner of the land. Such easements run with the land. Drainage easements do not include swales constructed on private lands over which an easement has not been placed.
- 1.4. "Electric Fence" means a fence through which electricity passes.

- 1.5. "Exterior Face", when used in conjunction with a pool enclosure, means the side of the enclosure from which access to the pool is to be prevented;
- 1.6. "Fence" means any structure, except a structural part of a building, used to wholly or partially screen from view, enclose or divide a yard or other land, or mark or substantially mark the boundary between adjoining land, and includes any hedge, grouping of shrubs wall, line of posts, wire, board or pickets or similar substances, that is used to enclose or divide in whole or in part a yard or other land, or to establish a property boundary.
- 1.7. "Fence Viewers" mean persons appointed by the Council of the Town of Grand Valley under the *Line Fences Act*.
- 1.8. "Height" means the vertical distance above grade.
- 1.9. "Inspectors" means a person from time to time holding the office of Inspector under the *Building Code Act* for the Corporation of the Town of Grand Valley, and/or any appointed By-Law Enforcement Officer of the Corporation of the Town of Grand Valley.
- 1.10. "Line Fence" means a fence marking the boundaries between privately owned parcels of land, other than an Agricultural Line Fence.
- 1.11. "Owner" means the owner, tenant, lessee or other person in care and control of the property.
- 1.12. "Privacy Screen" means a visual barrier used to shield any part of a yard from view from any adjacent parcel or highway.
- 1.13. "Privately-owned outdoor swimming pool" means any privately-owned body of water located outdoors above or below finished grade on privately owned property, contained in part or in whole by artificial means in which the depth of water at any point can exceed 600 mm. Not included in this definition is any swimming pool owned by a public or government body, agency or authority, any pond or natural body of water. Included in this definition are in-ground privately-owned swimming pools, above-ground privately-owned swimming pools and outdoor whirlpools, spas and hot tubs.
- 1.14. "Road Fence" means a fence marking the boundaries between privately owned land and lands owned by the Corporation of the Town of Grand Valley, the Corporation of the County of Dufferin, and/or Provincial Highways for road purposes.
- 1.15. "Settlement Area" means the Settlement Area of Grand Valley, the Rural Settlement of Mount Haven Estates, the Hamlet of Monticello, and the Hamlet of Colbeck.
- 1.16. "Sight Triangles" means the area of unobstructed sight distance at two or more intersecting highways, including approach and departure sight triangles, or where a driveway meets a highway. In accordance with provincial guidelines, Sight Triangle size varies depending on various factors including highway speed and the types of regulatory controls in place at the intersection.

Driveway Sight Triangles are formed by measuring 4.5m up the driveway and 4.5m down the lot line abutting a right-of-way.

- 1.17. "Swimming Pool Area" means the swimming pool plus any surrounding platforms, walkways, play areas and landscaped areas within the swimming pool enclosure.
- 1.18. "Swimming Pool Enclosure" means a fence, wall or other structure, doors, gates and other closures, surrounding an outdoor swimming pool and swimming pool area.
- 1.19. "Swimming Pool Fence" means a fence forming part or all of a swimming pool enclosure that surrounds an outdoor swimming pool, and is made of wood, structural plastic, or wire or a similar material.

2. GENERAL PROVISIONS FOR FENCES

- 2.1. No *fence* shall be located closer than 2.0 m from a fire hydrant or community mail box, except that a *fence* may be located no less than 1.0 m to the rear of a fire hydrant as viewed from the centre of a municipal road allowance.
- 2.2. No *fence*, gate or *swimming pool enclosure* shall prevent access to any gas, electricity, water or other service meters.
- 2.3. No *fence* shall encroach onto municipally owned or public lands or applicable *sight triangles*. No *fence* shall be erected in such a manner as to obstruct visibility to drivers or pedestrians entering, exiting, crossing or approaching a driveway, roadway, laneway or walkway.
- 2.4. No *fence* shall interfere with the natural drainage of the property on which it is erected or any adjacent property.
- 2.5. *Fences* shall be constructed of chain link, wood suitable for fencing or other traditional fence material. No *line fence* shall include anything that is sharp or protruding such as barbed wire. No *line fence* shall be electrified that would provide electric shock to humans or animals, other than low voltage invisible pet fencing.
- 2.6. Every *fence* shall have a surface that is painted, stained, varnished or protected with a similar protective finish, unless the material itself possess characteristics that offer protection against deterioration and shall be maintained.
- 2.7. Hedges or shrubs grown in a side or rear yard for the purpose of a *fence* may exceed any *height* restrictions contained within this by-law, but such hedge shall be maintained and pruned and shall not impede on any set backs required under this or any other by-law or provision registered on title.
- 2.8. All fences or private screens shall be constructed to have a gate or break to allow access from the front yard to the rear yard, for the purposes of access for fire protection.
- 2.9. No *fence* shall be constructed where such construction is prohibited under another by-law, agreement or provision registered on title.

3. APPORTIONMENT OF COSTS

3.1. Where abutting landowners agree to the construction and maintenance of a *line fence*, each of the *owners* are to repair, replace or maintain a just proportion of any *line fence* heretofore or hereafter erected which marks the boundary of their respective properties, or are to bear a just proportion of the cost of any work or erection, repair, replacement or maintenance which has been carried out. For greater certainty, such agreement may be provided to the Town and may be registered on title. Where *owners* of adjoining land cannot agree on the *fence* to be erected between them, no contribution to the cost thereof is to be payable and the *fence* shall be located wholly on the land owned by the *owner* wanting to construct the *fence*.

4. AGRICULTURAL LINE FENCES

- 4.1. An *agricultural line fence* may be constructed of barbed wire, boards, chicken wire, electric wire, *electric fence*, woven wire, or any other material capable of enclosing livestock, but shall exclude the use of doors, skids, pallets and sheet metal.
- 4.2. An *agricultural line fence* may be constructed along any property line and within any yard to a maximum *height* of 2 m.
- 4.3. Permits are not required for *agricultural line fences*; however, such fences shall be constructed in compliance with this and any other applicable by-law.

5. LINE FENCES IN THE SETTLEMENT AREA

- 5.1. A *line fence* in the *settlement area* shall not exceed 2m in *height* along any side or rear property line and shall not be permitted in the front yard or exterior side yard, except where explicitly permitted by this By-law. No interior or exterior side yard *line fence* shall be permitted to extend into the front or side yard more than 2m beyond the rear wall of the dwelling sidewall.
- 5.2. A *fence* shall be permitted in an exterior side yard or in a yard that abuts a road that is not a front yard, where it has a maximum *height* of 2m, behind the property line, at least 1m from the edge of a sidewalk (where one exists or is planned to exist), entirely on private property. If a fire hydrant is present, then subsection 2.1 also applies.
- 5.3. A *line fence* shall not enclose a dwelling sidewall window well.

6. PRIVACY SCREENS AND BUILDER-BUILT COVERED DECKS

- 6.1. A *privacy screen* that meets the requirements of the Comprehensive Zoning By-law shall be considered a structure and may have a maximum *height* of 3m, and a maximum length of 9m, shall not be permitted in the front yard and in all other respects fall within the requirements for an accessory structure.
- 6.2. A *line fence* may be constructed to enclose a *builder-built covered deck* within the fenced in area of the rear yard of a property.

7. FENCES ON PROPERTIES WITH ZERO SIDE YARD (TOWNHOUSES, MULTIPLE RESIDENTIAL)

- 7.1. Where a property is developed with a dwelling unit and has a zero side yard (such as a townhouse, row house, or multiple-dwelling unit), *line fences* in the rear yard shall provide a minimum 2m break in the fencing within 6m of the rear wall of the dwelling unit for the purpose of allowing access to rear yards for emergency access.
- 7.2. A temporary fence may be permitted in this 2m break, subject to permit approval, in accordance with the following requirements:
- 7.2.1. No posts or poles are constructed within the 2m break.
- 7.2.2. The temporary fence shall be identified as a temporary fence either through exposed latch-and-hooks or through signage/markings on both sides of the fence.
- 7.2.3. If the temporary fence is constructed of any material other than wire mesh or wire strand, it shall be positioned no less than 0.10m above finished grade to prevent drainage problems or difficulty in removing the temporary fence in snow conditions.

8. FENCES IN DRAINAGE EASEMENTS

- 8.1. ~~Where a *drainage easement* exists along or traverses a property line or where fencing would prohibit access to the rear yard, (By-law 2020-38)~~ Where a *drainage easement* exists along or traverses a property line or where fencing across the *drainage easement* would prohibit direct access to the easement from publicly-owned lands, and to reduce the need for Town officials to cross private property to access the easement, a temporary *fence* may be permitted, subject to permit approval and in accordance with the following minimum requirements:
- 8.1.1. No posts or poles are constructed within the 2m break forming the *drainage easement*.
- 8.1.2. The temporary *fence* shall be identified as a temporary *fence* either through exposed latch-and-hooks or through signage/markings on both sides of the fence.
- 8.1.3. If the temporary *fence* is constructed of any material other than wire mesh or wire strand, it shall not extend to the ground to the extent that it causes a drainage problem, and such *fence* shall not limit the quantity of flow that the *drainage easement* is designed to accommodate.
- 8.1.4. Any other requirement recommended by the Town's Engineer/Public Works or as required by an agreement shall be implemented.

9. SWIMMING POOL, HOT TUB, WHIRLPOOL, AND SPA ENCLOSURE REQUIREMENTS

9.1. The *Owner* of any land on which a *privately-owned outdoor swimming pool* is located or erected or proposed to be located or erected shall erect and maintain, in good order, a *swimming pool enclosure* around the entire *swimming pool area*, which is of a type and nature designed to prohibit unauthorized entry. No person shall place water in or cause water to be placed in a *privately-owned outdoor swimming pool* or allow water to remain therein unless the *swimming pool enclosure* prescribed by this by-law is erected, approved and maintained.

9.2. Such adequate enclosure shall:

9.2.1. Have a minimum *height* of 1.5 m (5 feet).

9.2.2. Have a lockable gate(s) in accordance with subsection 9.5, which shall be locked at all times except when the swimming pool is being supervised by a responsible adult person.

9.2.3. At all times, keep latched any doors or windows within a wall that forms part of the enclosure, except when the swimming pool is being supervised by a responsible adult person.

9.2.4. Have no attachment that could facilitate climbing.

9.2.5. Be located not less than 1.2 m from the nearest inside wetted surface of the swimming pool wall.

9.2.6. Be located not closer than 1.2 m to any condition that facilitates the climbing of the enclosure from the exterior side.

9.2.7. shall contain no barbed wire, *electric fence*, sharp projections or any other dangerous characteristics either on the outside or inside.

9.3. Gates in *swimming pool enclosures* shall:

9.3.1. Have a minimum height of 1.5m.

9.3.2. Be supported on substantial hinges.

9.3.3. Be self closing and equipped with a self latching device placed at the top and on the inside of the gate.

9.4. Hot tubs, whirlpools and spas with a secure cover of rigid material shall not be subject to this by-law if such cover is placed over the opening and is locked to prevent access when the structure is not in use.

9.5. Above ground privately-owned swimming pools shall have an integrally constructed *fence* as part of the required *swimming pool enclosure*, provided that:

9.5.1. The exterior sides of the swimming pool exceed 1.5m above grade and are constructed in a manner that will not facilitate climbing,

- 9.5.2. A guard of not less than 1.0m in height is provided around any platform or deck and is constructed in a manner that will not facilitate climbing, and that is sufficiently high and of a sufficient material that will provide visual screening for privacy on abutting residential properties,
- 9.5.3. An integral platform or deck is provided around an above-ground swimming pool with a minimum width of 1.2m measured from the inside wetted wall of the pool, and
- 9.5.4. The *owner* installs either steps that swing up to close the top guard with a locking device to secure the steps in a stationary position to serve as a gate, or stairs with a protective guard acting as a gate in accordance with subsections 9.3.2, 9.3.3 and 9.5.2. The distance between the lowest point of either type of gate and the deck shall not exceed 100mm.

10. FENCE VARIANCE AND PERMITS

- 10.1. No person shall excavate, or cause or permit the excavation or erection of any *fence* or privately owned swimming pool without first obtaining a municipal fence permit. *Owners* shall submit a fence permit application and receive a completed fence permit from the Town Public Works Superintendent for any *line fence*. A building permit shall be obtained from the County of Dufferin Building Department for any *swimming pool enclosure*. Such permits must be either completed by or authorized by the person or entity registered as the legal owner of the land.
- 10.2. Permits shall not be issued to *owners* of property where a final grading certificate has not been issued by the Town's engineers.
- 10.3. If an *owner* wishes to construct a *fence* in a manner contrary to the terms of this By-law, they shall submit a Fence Variance request to the Town Public Works Superintendent for consideration, who shall then place all requests for variances to the Fence and Pool Enclosure By-law before the Council of the Town of Grand Valley for consideration.
- 10.4. All Permit Applications and Fence Variance requests shall be subject to such fees and deposits established and amended by the Town.
- 10.5. Permits and Variances shall not be issued in contravention of any by-laws or regulations or any provisions registered on title.

11. EXEMPTIONS AND TRANSITION

- 11.1. This by-law shall not apply to *fences* erected by the Town of Grand Valley or the Provincial or Federal Governments on land owned by those entities.
- 11.2. Notwithstanding the provisions of this by-law, any fence constructed with a permit and that is in existence prior to September 26, 2017 and in compliance with other applicable regulations including Town of Grand Valley, the proof of which shall lie with the *owner* of a property, shall be deemed to comply with this by-law and may be maintained with the same material, *height* and dimensions as previously existed, including any repair work that may be done

to such *fence*. If such *fence* is substantially replaced or added to, such replacement or addition shall be performed in compliance with this by-law.

12. OFFENCE, PENALTY AND NOTIFICATIONS

- 12.1. This By-Law shall be administered by the Public Works Superintendent and enforced by the Chief Building Official for the Corporation of the County of Dufferin as it pertains to *swimming pool enclosures*, and/or any appointed By-Law Enforcement Officer of the Corporation of the Town of Grand Valley for all matters under this by-law.
- 12.2. Every person who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to a fine of not more than five thousand dollars (\$5,000.00) for each offence committed.
- 12.3. Where anything required to be done in accordance with this by-law is not done, the Town or a person or persons designated by the Town may carry out such work or take such action, including removal of such *fence* in its entirety, and recover the costs of so doing by adding the costs to the tax roll for the property on which the work was done or the actions were taken and collecting them in the same manner and with the same priority as municipal taxes.
- 12.4. An Enforcement Officer, with or without accompaniment by any assistant, shall have the right to visit, enter and inspect from time to time and at all reasonable times, any *fence* or *privately-owned outdoor swimming pool*, for the purpose of enforcing the provisions of this by-law.
- 12.5. Any section or subsection of this by-law or any part or part thereof found to be illegal or beyond the power of Council to enact such section or subsection or part or parts thereof, shall be deemed to be severable so that all other sections, subsections or part or parts thereof this by-law are separate and therefore enacted as such.

13. SHORT TITLE

- 13.1. This By-law may be cited as the "Fence and Pool Enclosure By-law".

14. ENACTMENT

- 14.1. This By-law comes into full force and effect on the date it is enacted.
- 14.2. Terms and Provisions in the Town of Grand Valley's Comprehensive Zoning By-law, as amended, shall continue to apply to all *fences* constructed under this By-law.
- 14.3. By-law 2017-45 and all other by-laws or parts of by-laws inconsistent with this by-law are hereby repealed.

Enacted this 11th day of August 2020.

Original signed by

Steve Soloman, Mayor

Original signed by

Meghan Townsend, CAO/Clerk-Treasurer



GRAND VALLEY

The Corporation of the Town of Grand Valley

5 Main Street North Grand Valley, ON L9W 5S6

Tel: (519) 928-5652 Fax: (519) 928-2275

Road Occupancy/Work Permit

Note: This Permit is for work on and abutting the Municipal ROW. **Permit must be activated on first day of construction by calling (519) 928-5652.** Max. Occupancy Length is 2 weeks.

Authorized by: _____

Processed Date: _____

Project Start Date: _____

Project Completed Date: _____

Extension Date: _____

Final Inspection by: _____

Permit Holder Information

Property Owner: _____

Address: _____

Contact #: _____

Contractor: _____

Contact Name: _____

Contact #: _____

Location/Address/Description Of Work-(Attach Sketch As Required) Must be completed.

Work Details Purpose of Work (Attach Work/Construction Plan and Traffic Control Plan per OTM):

Road Occupancy Only

Pavement Cut: Yes No

Cut Dimensions:

Boulevard Cut: Yes No

Cut Dimensions:

Sidewalk Impact: Yes No

Cut Dimensions:

Directional Boring: Yes No

Details:

Note: If this permit is to occupy any Town sidewalks, please indicate here and include details for Pedestrian Protection:

Conditions of Roadway Works

Construction Hours: 7:00am – 4:00pm

Note: minimum single lane per direction must be maintained during working hours

Comments: Permit with Traffic Control Plan to OTM must be on site at all times and be presented upon request. See attached terms and conditions.

I attest that the information contained in this permit is true to the best of my knowledge and that I have read and accepted the Road Occupancy/Work Permit Conditions which form part of this Permit.

Permit Holder's Signature

Date

Name and Business Name if applicable (please print)

Grand Valley Road Occupancy/Work Permit Terms and Conditions

The Permit Holder requires the Town's consent to construct its equipment within the Municipal ROW and the Town is willing to grant the Permit Holder a non-exclusive right to access and use the Municipal ROW, provided that such use will not unduly interfere with the public use and enjoyment of the Municipal ROW, nor any rights or privileges previously conferred by the Town on third Parties to use the Municipal ROW. The requirements of this permit shall be performed to the satisfaction of the Public Works Superintendent, or designate (Superintendent); otherwise, the site may be closed until those requirements are met. The Superintendent reserves the right to cancel or suspend this permit wherever and whenever it is deemed necessary.

It is further acknowledged that, except for the negligence or wrongful act(s) of the Town, its agents or employees, or for those for whom the Town is, at law, responsible, the Permit Holder shall at all times indemnify and save harmless the Town from and against all claims, including costs related thereto, for all damages or injuries, including death to any person or persons and for damage to any property, arising out of the Permit Holder's work in the Municipal ROW. Further, except for the negligence or wrongful act of the Permit Holder, its agents or employees, or for those for whom the Permit Holder is, at law, responsible, the Town shall at all times indemnify and save harmless the Permit Holder from and against all claims, including costs related thereto, for all damages or injuries, including death to any person or persons and for damage to any property, arising out of acts or omissions caused by the Town within in the Municipal ROW. The Permit Holder is also required to maintain, at its sole cost, insurance to protect the Permit Holder, and the Town, solely to the extent of the Town's rights as an additional insured, from claims for bodily injury (including death) and property damage which may arise from the Permit Holder's operations under this Permit. Upon activation, the duration of this permit, unless otherwise approved by the Superintendent, is for a maximum of 14 calendar days.

The permit may be extended at the sole discretion of the Superintendent for a further 14-day period.

The Permit Holder further agrees that all temporary reinstatement of works within the limits of the road allowance will be guaranteed and maintained safe until final restoration is performed or a maximum of eight months from the date of substantial completion.

This permit is not valid until all copies are signed, approved and issued. A copy of this permit must be on site at all times. Permits are valid for the date, time, locations and type of work listed only.

The Permit Holder will ensure all personnel working under this permit do so in accordance with Ministry of Labour's Occupational Health and Safety Act for Construction Projects. Trench safety must be in accordance with current Ministry of Labour Standards (M.O.L. trench numbers must be available).

Town of Grand Valley General Conditions and Standard Specifications, Standard Drawings and the Ontario Provincial Standard Drawings/Specifications Manuals form an integral part of this permit.

Prior to any excavation, an underground locate must be obtained through Ontario One Call from all utilities and a copy of the stakeout report(s) must be on site at all times. The Permit Holder shall ensure that all service connections, including water and sewer, are inspected and accepted prior to performing the backfilling operation. All services will be protected and supported to the satisfaction of the utility concerned.

Roads **shall not be closed** unless expressly stated and approved. For Emergency Road Closures call (519) 928-5652, as soon as possible. Traffic control will be performed in accordance with the Plan established under Book 7 of the Ontario Traffic Manual – Temporary Conditions.

Traffic and regulatory signs will not be removed, dismantled, or in any way altered.

Crash attenuation devices will not be removed, dismantled, or in any way altered so as to affect the normal operation of the equipment. Where a crash attenuation device conflicts with the conditions of this permit, the Permit Holder must contact this office for review.

Mud tracking is **prohibited**. The road surface and sidewalks/walkways are to be kept clear of obstructions and debris. Streets and sidewalks/walkways must be cleaned on a regular basis.

The Permit Holder accepts the Town's right to perform any necessary remedial work caused by the Permit Holder's operation, subject to the following conditions:

- a) At least 24 hours prior, verbal notification will be given to the Permit Holder of any required remedial work. When this time elapses, the Town will undertake the repairs. All costs associated with this action plus an administration fee will be charged to the Permit Holder.
- b) When it is deemed a PUBLIC SAFETY or an EMERGENCY situation, the Town will perform immediate repairs. All costs associated with this action plus an administration fee will be charged to the Permit Holder.

Boulevards and Sidewalks

- Parking Service Vehicles on Boulevards Is Strictly Prohibited
- Boulevard restoration will consist of backfilling with clean, non-frozen native materials, properly compacted so as to prevent settlement. New sod (no.1 Nursery stock) will be placed over a minimum of 100mm clean topsoil, countersunk and rolled to match the surrounding area.
- The Permit Holder is responsible for watering and ensuring the sod grows prior to final acceptance.
- Trees on the right of way are not to be affected. When the work interferes with or causes damage to a tree, restoration details will be referred to the Public Works Dept. for review. Boulevards, parkland and buffer strips must not be accessed for 24hrs after a major rainfall.
- Catch basins and Manholes must be kept in a safe and operational condition. Only potable water may be discharged directly into a catch basin. Where water may freeze, the Permit Holder must ensure there is no accumulation of ice on the sidewalk or road.
- Small excavations or pits in the boulevard will be covered with a minimum of 20mm plywood, secured and surrounded by a minimum of 1200mm high snow / construction fencing to prevent access. The excavated material may be stockpiled on the boulevard provided there is sufficient room and the material does not encroach on either the traveled portion of the road, a sidewalk, or a driveway.
- **Sidewalks Must Not Be Removed Without Written Approval obtained during the application process**
- When sidewalk removal or damage cannot be avoided, the following conditions will apply:
 - All forms of pedestrian traffic must be considered and maintained.
 - During summer months, the area is made safe by placing 20mm plywood over the hole and surrounding the site with construction fence.
 - During winter months for approved emergency work, the area is made safe with steel plates, secured and adequately marked.
 - Backfill may consist of unfrozen native material, 20mm crusher run limestone, properly compacted, and or high-performance bedding.
 - Any undermining of the sidewalk must be properly backfilled and compacted. The Town may require undermined bays of sidewalk to be removed and replaced at its sole discretion.
 - Temporary restoration of sidewalks will include a minimum of 75mm of either cold mix or hot mix asphalt material. All concrete sidewalk and curb restoration shall be undertaken in accordance with our current standards (all Town costs incurred will be charged to the Permit Holder or the utility) should the area not be restored to the Town's satisfaction in a reasonable amount of time.
 - All restoration shall be completed within two weeks from commencement of the works.

Road Works

- Open Cutting of The Road Is Not Permitted Unless Prior Approval Is Obtained
- First priority will be given to "trenchless" technology. Temporary restoration of an approved road cut will include properly compacted granular material and a minimum of 75mm of either cold mix asphalt or 75mm of HL8 asphalt.
- Open road cuts, removal of sidewalk and other hard surfaces will not be permitted between November 30 and April 30 of any given year.
- All final asphalt restoration shall be in accordance with our current standards (all Town costs incurred will be charged to the Permit Holder or utility) should the area not be restored to the Town's satisfaction in a reasonable amount of time.
- All restoration shall be completed within two weeks from commencement of the works.
- Unless otherwise stated, the backfill material will be 20mm crusher run limestone compacted to 100% of standard proctor density at optimum moisture content. The Town reserves the right to request compaction tests, at the Permit Holder's expense, on any back fill. Alternative backfills may be approved, on a site-specific basis.

Oversized/Overweight Loads

This permit exempts solely and specifically the vehicle detailed on the permit from weight restrictions imposed by the Town, in accordance with the Traffic Bylaw as revised, pursuant to the Highway Traffic Act. The permit is only valid for the time period shown and solely for the use on roads under the jurisdiction of the Town and must be in the possession of the driver at all times.

The issuance of this permit does not relieve the Permit Holder from the responsibility for the damages caused to the roads and utilities by the moving of such oversize loads.

The Permit Holder is responsible for advising the Fire Department, Police Department, and Ambulance and for arranging police escorts and traffic control as required.

The Permit Holder is responsible for obtaining clearance from all overhead utilities.

Additional Notes

The Town, depending on the nature of the proposed work, reserves the right to charge the Permit Holder an administration fee and retain a refundable deposit to secure the quality of the works. The deposit will be returned after the work has been completed, inspected by the Town and all outstanding issues addressed to the satisfaction of the Town. Administration fees will not be refunded.

The Town reserves the right to limit, deny and or withhold permits until such time as the Permit Holder has provided all required information to the satisfaction of Public Works. The Town may also deny permits based on past experience with specific Permit Holders, etc.

The Town reserves the right to recover any cost it may incur to rectify damages to the right-of-way and other Municipal Property. The Permit Holder agrees to reimburse the Town for any expense it may incur under these circumstances.

This Permit must be on site at all times during the proposed work. The Town reserves the right to revoke this permit at its sole discretion without prior notice.

The Permit Holder/Utility agrees that it shall not hold the Town responsible for any damage, other than what is determined to be negligence on the part of the Municipality, to its plant on or below ground that may be a result of regular maintenance, including winter maintenance, and or any other reasonable maintenance that the Municipality is responsible to perform on and abutting the Municipal ROW and where the Permit Holder/Utility has placed infrastructure that has not been approved by the Municipality and not in accordance with Municipal Standards.

The Permit Holder/Utility shall be solely responsible for any costs and expenses associated with the relocation of any equipment by the Permit Holder/Utility where initiated by the Permit Holder/Utility's sole request. Other than for the negligence of the Town, where the location of any portion of the Permit Holder's Equipment in the Municipal ROW is located outside the approved location outlined in the Permit, municipal standards, or as shown on "as-built" drawings as accepted by the Town, then the Town shall be responsible for the Relocation Costs for such Equipment. However, for any relocation required by the Town, the Town shall allow the Permit Holder to relocate the Equipment in a timely manner to meet the Town's deadlines. The Town shall also reimburse the Permit Holder for its Relocation costs, in accordance with the current terms of the Ontario Public Service Works on Highways Act, RSO 1990 ("PSWHA"), or the prevailing CRTC decisions governing such relocation reimbursement.

Materials and Equipment **shall not be stored on the Road and or ROW "over-night"**. All equipment and materials shall be removed and relocated off the Road and or ROW at the end of each workday. Failure to do so will result in this permit being revoked and the Permit Holder being ordered to stop work.

When required by the Town, a valid traffic protection (and where applicable) pedestrian protection plan shall remain on site and be in affect at all times during the construction