

# **TOWN OF HUNTSVILLE**

PROCEDURES

And

INFORMATION

Regarding

**ROADWAY OCCUPATION,**

**SIDEWALK, RIGHT OF WAY,**

**STORM SEWER HOOK UP**

**AND**

**UNASSUMED ROAD ALLOWANCE IMPROVEMENTS**

By

UTILITIES

And

PRIVATE SECTOR INTERESTS

REGULATED UNDER BY-LAWS

2011-43 AND 92-106

## General:

All utilities, agencies, service contractors, private individuals, developers, etc. desiring to excavate, remove, alter, install or otherwise disturb the existing lands or improvements thereon within town road allowances or properties shall make application to the of Town of Huntsville for permission to occupy or otherwise operate within the road allowance in strict accordance with the following conditions.

### 1. APPLICATION PROCEDURE

- a) Application on approved Town forms is to be made at least 14 days prior to works being carried out.
- b) No work is to commence prior to receipt of Town approval.
- c) The applicant shall complete the upper portion of the Roadway Occupation Permit. The entire form is returned in tact to the Town office for assigning a Permit No., comments, and approval signature. Applicant will be sent his copy of the approved form.
- d) Where emergency work is undertaken, the Town shall be notified immediately on the next working day and an application form will be made out to cover emergency work.
- e) All work and repairs placed in conjunction with the Occupation Permit shall be maintained and guaranteed by the applicant for a period of two (2) years from the date of completion of the work (temporary repair), or one (1) year from completion of permanent repairs whichever is longer. If a temporary repair has not been upgraded to a permanent repair within the two year period, the Town shall authorize the work to be done by others and the applicant invoiced for costs incurred.
- f) At any time during the guarantee periods, the Town shall have the authority to advise the applicant that the repair is or has become substandard and appropriate action be taken as directed by the Road Authority.
- g) All applications for roadway occupation on Town road allowance must be accompanied with detailed drawings. Drawing is required. Should the installation be underground, plan and profile drawings must be submitted either for work parallel to or crossing the Town road. All drawings MUST show measurements from centerline of road to planned works; distance from road allowance property limit to works; and distance of installation from edge of roadway pavement, if applicable.
- h) As of Nov.1st of each year all approval permits are to be cancelled as we move into the winter season. All open road cuts and job sites must be complete before Nov. 1st. in order to guarantee job completion. No work will be permitted after Nov. 1st unless it's an emergency; an emergency will still require a permit making us aware as soon as possible.

## 2. INSTALLATION PROCEDURES

- The MINIMUM depth of bury below original elevation to the top of new underground installations anywhere within the Town road allowance shall be 1.0 metres (3.0 feet). Installations at roadway drainage culverts or storm drain systems shall be a minimum of 1.0 metres (3.0 feet) below the invert of culvert or storm drain pipe or 3.0 metres (10.0 feet) horizontally from the end of the culvert or storm drain pipe. The Town shall be held harmless for any damages and costs incurred by others resulting from installations found to be in non-conformance with these measurements.
- The applicant shall make every effort to locate the installation as close as possible to the road allowance property limit unless conditions dictate otherwise.
- The applicant shall be responsible for obtaining all applicable utility locates prior to excavation commencement. The applicant or Contractor shall be liable for any damages, etc. to such utilities.
- Installation Under Town Roads
  - 1) The Town's preferred method of roadway crossing is by either augering; jack & boring; or push-pull method. Open cut of the roadway is to be considered as a last resort method only after efforts using the above methods have been employed. No vibrating probes or "torpedoes" will be used for crossings unless specifically approved by the Town.
  - 2) Where the roadway crossing is proposed to be augered, jack and bored, or push-pull method, the following conditions shall apply:
    - The top of the access whole excavations on either side of the roadway shall not come within 1.0 metres (3.0 feet) of the edge of pavement, curb, gutter, sub-drain, or sidewalk.
    - All installations shall be encased within a rigid conduct of sufficient size to accommodate planned works as well as possible future plant installations.
    - augured, jack and bored, or push-pull installations shall be lined with a rigid conduct with a diameter of no less than 75% of that the hole to prevent collapse or settlement.
    - All encasement conducts shall extend a minimum of 3.0 meters ( 10 feet) beyond the edge of pavement, curb, gutter, subdrain or sidewalk.
  - 3) Where the roadway crossing has to be open cut, the following conditions shall apply:

- Installed conduct or pipe shall be encased within a rigid conduit of sufficient size to accommodate present works as well as possible future plant installations.
- where the buried product occupies a cross-sectional space of more than 200 square centimeters (30 sq. inches) and is within 1.5 metres (5.0 feet) of the surface of the road, or where the excavated material is not suitable for backfill, or where the Town determines the road quality warrants full subgrade restoration, a “Frost Taper” shall be installed in accordance with DM-150.
- Excavated material, if suitable, shall be taken from the trench and differing material types encountered shall be separated such that these materials can be placed back in the trench as originally excavated, with compaction performed in maximum 0.3 metres (1 foot) lifts up to granular subgrade elevation.
- Granular materials placed on top of backfill material shall be at least the same depth as originally encountered or 150 mm (6”) whichever is greater and shall be fully compacted to a minimum 95% Proctor density.

### 3. TRAFFIC CONTROL

The Applicant and Contractor shall be responsible to regulate traffic with approved signs, flagmen, markers, barricades, fences flashing lights, etc. as is deemed applicable to the nature of the work involved and shall be in compliance with the Ministry of Transportation of Ontario’s “Traffic Control Manual for Roadway Work Operations” and “Manual of Uniform Traffic Control Devices”; latest editions. No equipment, earth or aggregate materials shall be placed in a manner to obstruct the flow or visibility of pedestrian or traffic. Open cuts must be fully fenced and barricaded including flashing lights if left overnight. No open cuts are to be left open over weekend or statutory holiday periods.

### 4. REINSTATEMENT AND RESTORATION

#### a) Class of Restoration

The Town acknowledges that varying qualities of roadways exist in the road network. The extent of roadway restoration required is determined to some degree by the quality of the roadway.

1. **Class “A”** - No known impact is expected on the adjacent Roadway. Due care is to be taken when moving Construction equipment over the road surface.
2. **Class “B”** - The road bed material is of a generally unknown

Nature and the open cut area are to be backfilled and thoroughly compacted with native materials. Granular materials shall be re-instated to equal depths as originally encountered.

3. **Class “C”** - The roadway is hardtopped with bituminous Material of generally poor quality. Subsurface shall be treated as per “B” above, and pavement restored with a minimum of 50 mm (2”) of similar or better quality bituminous pavement material. Edges of new material may be feathered to match existing pavement surface. Approved asphalt “tack coat” shall be applied to the existing bituminous surface consisting of SS-1 asphalt emulsion diluted with an equal volume of water and shall be applied at a rate of 0.35 kg/square metres. The minimum allowable width of tack coat application across the roadway surface shall be 0.6 metres (2 feet).
4. **Class “D”** - The roadway is hardtopped with a good quality Bituminous asphalt surface contour. The nature of traffic, subsoil and roadway crossing will determine the subgrade restoration. Asphalt pavement will be restored with similar depth of hot-mix pavement with either a sawcut, burned, or roto-milled match joint at both sides of road cut. The new vertical cut asphalt face shall receive a tack coat application of SS-1 emulsified asphalt immediately prior to placement of new hot-mix asphalt. Asphalt compaction shall be a minimum of 95% Proctor density.
5. **Class “E”** - The roadway is in good shape and is less than three Years old from date of construction. No road cuts will be allowed except for emergency purposes or where evidence can be shown to prove necessity. Class “D” repair will be used.

b) Temporary Re-Instatement (of Road Surface)

Where required, temporary re-instatement shall take place immediately upon completion of the work. This re-instatement shall be no less than reasonable compaction of native soil backfill material, 150 mm (6”) of salvaged or new granular A crushed gravel; and 80 mm (3”) hot-mix H.L-3 asphalt pavement rolled in place. No condition shall be left unattended or unmarked that constitutes a hazard to traffic. Where such temporary re-instatement is proving satisfactory to traffic flow, it shall be left for no less than one month and no more than one year before being permanently re-instated. Road cuts in bituminous paved roads shall not remain in a gravel surface condition for more than five (5) working days from completion of initial works until bituminous material is placed in road cut.

c) Permanent Re-Instatement (for Road Surface)

Except where it is necessary to effect temporary re-instatement of the road, all restoration work in connection with the application shall be done in an efficient, proper manner so as to leave the site in as good a condition as found.

- Good grass shall be replaced by Number 1 nursery sod.
- Other grassy vegetation shall be restored with 50 mm (2") minimum screened topsoil, fertilized and seeded, mulched, or hydroseeded of sufficient quantity and quality to anticipated possible erosion which, should it occur, shall be required.
- Curb, gutter, and sidewalk that are removed or damaged shall be replaced with new, similar style product from the nearest saw-cut or expansion joint in the original product.
- Pavement shall be re-instated permanently with an equal thickness of original material or 60 mm (2 1/2") compacted whichever is greater using H.L-3 hot-mix bituminous pavement. Pavement patch is to be matched with a diagonal saw-cut joint, roto-milled joint, propane burned joint, or feathered asphalt joint as specified by the Town. A tack coat consisting of SS-1 (Colas) emulsified asphalt shall be applied to all existing asphalt surface where new asphalt pavement patch is to make contact. Such tack coat will be of sufficient size to afford complete bonding of new asphalt to existing asphalt surfaces.
- Excavated materials for backfill purposes, if suitable, shall be compacted back in place up to bottom of granular or topsoil grades. All compaction shall attain a minimum of 95% Proctor density.

d) Trench Settlement Repairs during 12 Month Maintenance Period

If during the 12 month period following a permanent re-instatement of asphalt surface and it is found that minor settlement of the road cut has occurred, the Town or it's authorized agent will engage the use of the "Patchmaster" method of asphalt surface repair. If the utility chooses to affect its own further repair to the cut, an additional 12 month maintenance period will be implemented. This basically consists of re-heating the asphalt patch area to a depth of approximately 2"; rake the heated material to proper grade and crossfall elevations and, if necessary, add hot-mix H.L-3 asphalt material; apply an asphalt rejuvenating compound to the patch surface, compaction of the asphalt using steel-drum vibratory roller; and finally the application of hot asphalt cement sealant along the perimeter asphalt joint. All cost of labour, equipment, and material to perform this repair work will be invoiced to the applicable utility or applicant.

Should excessive settlement occur to the road cut within one year of permanent restoration having been done, the Town will notify the applicable utility or applicant that the road cut must be re-excavated, backfilled, and surface restored,

all at the expense of the utility or applicants expense. The maintenance period will be extended for a further 12 month period following permanent restoration of the settlement repair works.

5. LIABILITIES

The Applicant and Contractor shall be liable for any and all injury, property damage, etc., as a result of their presence, operating practices, excavations, traffic control, etc. The Applicant shall be responsible for obtaining and complying with all the other Acts, Regulations, Approvals, trench permits, etc., applicable to the proposed works upon Town road allowance. The Applicant shall be responsible to ensure that the Contractor or his employees are adequately covered by Worker's Compensation and other insurance coverage as is appropriate.

Also general liability

-Must provide a certificate of insurance with the following

- \$2M per occurrence

- Shall include but not limited to bodily injury including death, personal injury, property damage including loss of use thereof, contractual liability, tenants' legal liability, non-owned automobile liability and owner's contractors' protective insurance coverage with respect to the Premise and the business operations conducted by the Tenant and any other person on the Premise for whom the Tenant is responsibility for in law

- Shall contain a cross liability, severability of insured clause

- Corporation of the Town of Huntsville named as an additional insured.

6. TOWN PREROGATIVE

It is understood that when an Applicant proceeds with installing, adjusting, or removing plant from Town property, the Applicant is sufficiently prepared to comply with all the requirements of restoration. All work is to be done in an expedient, professional manner, with courtesy and the least possible delay or inconvenience to the public. Respect should be shown for other utilities and hard services already in place.

It is the Town's responsibility and privilege to see that the work being done is in accordance with these objectives. Where the Town observes that these conditions and objectives are not being met, the Applicant and/or Contractor may be required to cease work on the site until correction is made. Where restoration is sub-standard or becomes sub-standard prior to and within the guarantee period, and the Applicant, with due notice, has failed to correct the situation, the Town may instruct it's forces or Contractor to effect repairs and find the Applicant liable for all costs associated thereto.

Where past performance has indicated an inability of an Applicant or Contractor to perform work in accordance with these regulations and requirements, the Town may Prohibit the issuing of further permits to the same for a period of time.

7. OCCUPATION OF A SIDEWALK IN ORDER TO PERFORM MAINTENANCE AND OR CONSTRUCTION

- All work to be performed shall be in compliance with Book 7 temporary conditions of the Ontario traffic control manual.
- Safe Passage will be granted at all times for pedestrian traffic.
- At least one panel width of sidewalk will be granted in order to provide all types of pedestrian traffic.

Occupation of a sidewalk includes the following:

- Working from ladders to perform store front activities.
- Erecting scaffolding to perform construction and or maintenance.
- Repairing or modifying a sidewalk.
- Working from sidewalk to perform any type of maintenance.
- For all the above general liability will be followed in Section 5 of this document
- Copy of permit must be on site at all times
- Construction fencing MUST be installed around the construction area to separate the construction from safe pedestrian passage.
- All construction sites MUST be kept free from all loose debris and construction materials stored neatly on site.

8. STORM SEWER HOOK UP

In applying for this permit, the owner/applicant acknowledges that the Town storm sewer may not have been constructed to accommodate all storm flow events. Connection to the Town storm sewer may result in basement flooding during unusually high flows which may result in property damage. In accepting this permit and connecting to the Town storm sewer, the owner/applicant absolves the Town of any damages which may occur as a result of a sewer backup. It is also required that a backflow prevention device such as a backflow preventer or check valve be installed to the storm sewer hookup.

9. UN-ASSUMED ROAD ALLOWANCE IMPROVEMENTS



## SCHEDULE "A"

### **Closed – Upgrade for recreational access to property**

The Applicant shall provide the following:

1. A Plan of Survey, establishing the boundaries of the road and the width of the road allowance.
2. A written description of the work to be done, including a map showing the location of such work within the Road Allowance, and the effect of such work. If any, on any adjacent property. The description must be approved by the Operations Department before any work is commenced.
3. Any permits or consents required by any Federal or Provincial Legislation, including but not limited to, water crossings.
4. **General Liability**  
\$2,000,000 per occurrence, shall include but not limited to bodily injury including death, personal injury, property damage including loss of use thereof, contractual liability, tenants' legal liability, non-owned automobile liability and owner's contractors' protective insurance coverage with respect to the Premise and the business operations conducted by the Tenant and any other person on the Premise for whom the Tenant is responsibility for in law. Shall contain a cross liability, severability of insured clause. Corporation of the Town of Huntsville named as an additional insured
5. An irrevocable standby Letter of Credit for the full amount of the value of the improvements, issued by a Chartered Bank.
6. The completion of the improvements on or before the (1) Year after agreement is signed.
7. Immediate notification of completion to the Executive Director of Operations or designate and the provision to them of such documents as he may require in order to confirm completion.
8. Compensation to the Corporation for any default in this Agreement, which is not covered by the Letter of Credit or by the insurance provided.
9. Construction signage is required during construction
10. Where Road Allowance meets a lake or river that shall be the limits of improvements.
11. All trees to be removed Must be cut up into 4 foot lengths and left on the side of the Road Allowance.
12. In the event that the municipality feels this Scope of Work requires an engineer or peer review the applicant shall assume the cost of such review. Cost and time line will be assigned at the time of the determination.
13. This application will be brought to Council when it pertains to sensitive or major matters.

## SCHEDULE "B"

### **Closed – Upgrade for Logging**

The applicant shall provide the following;

1. A Plan of Survey, establishing the boundaries of the road and the width of the road allowance.
2. A written description of the work to be done, including a map showing the location of such work within the Road Allowance, and the effect of such work. If any, on any adjacent property. The description must be approved by the Operations Department before any work is commenced.
3. Any permits or consents required by any Federal or Provincial Legislation, including but not limited to, water crossings.
4. **General Liability**  
\$2,000,000 per occurrence, shall include but not limited to bodily injury including death, personal injury, property damage including loss of use thereof, contractual liability, tenants' legal liability, non-owned automobile liability and owner's contractors' protective insurance coverage with respect to the Premise and the business operations conducted by the Tenant and any other person on the Premise for whom the Tenant is responsibility for in law. Shall contain a cross liability, severability of insured clause. Corporation of the Town of Huntsville named as an additional insured.
5. An irrevocable standby Letter of Credit for the full amount of the value of the improvements, issued by a Chartered Bank.
6. The completion of the improvements on or before the (1) Year after agreement is signed.
7. Immediate notification of completion to the Executive Director of Operations or designate and the provision to them of such documents as he may require in order to confirm completion.
8. Compensation to the Corporation for any default in this Agreement, which is not covered by the Letter of Credit or by the insurance provided.
9. Construction signage is required during construction
10. Where Road Allowance meets a lake or river that shall be the limits of improvements.
11. All trees to be removed Must be cut up into 4 foot lengths and left on the side of the Road Allowance.
12. In the event that the municipality feels this Scope of Work requires an engineer or peer review the applicant shall assume the cost of such review. Cost and time line will be assigned at the time of the determination.
13. This application will be brought to Council when it pertains to sensitive or major matters.

## SCHEDULE "C"

### Upgrade To Municipal Standard

The applicant shall provide the following;

1. A Plan of Survey, establishing the boundaries of the road and the width of the road allowance.
2. A written description of the work to be done, including a map showing the location of such work within the Road Allowance, and the effect of such work. If any, on any adjacent property. The description must be approved by the Operations Department before any work is commenced.
3. Any permits or consents required by any Federal or Provincial Legislation, including but not limited to, water crossings.
4. The views in writing of the owners of each parcel of land which abuts the road allowance to be improved, any objections would require council approval for this request.
5. An irrevocable standby Letter of Credit for the full amount of the value of the improvements, issued by a Chartered Bank.
6. **General Liability**  
\$5,000,000 per occurrence, shall include but not limited to bodily injury including death, personal injury, property damage including loss of use thereof, contractual liability, tenants' legal liability, non-owned automobile liability and owner's contractors' protective insurance coverage with respect to the Premise and the business operations conducted by the Tenant and any other person on the Premise for whom the Tenant is responsibility for in law. Shall contain a cross liability, severability of insured clause. Corporation of the Town of Huntsville named as an additional insured.
7. Immediate notification of completion to the Executive Director of Operations or designate and the provision to them of such documents as he may require in order to confirm completion.
8. Compensation to the Corporation for any default in this Agreement, which is not covered by the Letter of Credit or by the insurance provided
9. Engineered Drawings showing details, road profiles, lot grading, storm water management (With a pre and post storm water management report).
10. Upon completion a Professional Engineer must sign off that all works have been done in accordance with construction documentation.
11. Construction Signage is required during construction.
12. No Work shall commence until all submissions under the required schedule have been submitted and approved by the Town of Huntsville.
13. In the event that the municipality feels this Scope of Work requires an engineer or peer review the applicant shall assume the cost of such review. Cost and time line will be assigned at the time of the determination.
14. This application will be brought to Council when it pertains to sensitive or major matters.

## SCHEDULE "D"

### **Open – Maintenance ONLY to Existing non-maintained Road Allowance**

The applicant shall provide the following;

1. A written description of the work to be done, including a map showing the location of such work within the Road Allowance, and the effect of such work. If any, on any adjacent property. The description must be approved by the Operations Department before any work is commenced.
2. Any permits or consents required by any Federal or Provincial Legislation, including but not limited to, water crossings.
3. **General Liability**  
\$2,000,000 per occurrence, shall include but not limited to bodily injury including death, personal injury, property damage including loss of use thereof, contractual liability, tenants' legal liability, non-owned automobile liability and owner's contractors' protective insurance coverage with respect to the Premise and the business operations conducted by the Tenant and any other person on the Premise for whom the Tenant is responsibility for in law. Shall contain a cross liability, severability of insured clause. Corporation of the Town of Huntsville named as an additional insured.
4. An irrevocable standby Letter of Credit for the full amount of the value of the improvements, issued by a Chartered Bank if the Executive Director or designate feels it is required.
5. Immediate notification of completion to the Executive Director of Operations or designate and the provision to them of such documents as he may require in order to confirm completion.
6. Compensation to the Corporation for any default in this Agreement, which is not covered by the Letter of Credit or by the insurance provided.
7. No change to the existing will be granted such as culverts and water crossings unless permission has been granted by the Executive Director of Operations or designate.
8. Construction Signage is required during construction.
9. No Work shall commence until all submissions under the required schedule have been submitted and approved by the Town of Huntsville.
10. In the event that the municipality feels this Scope of Work requires an engineer or peer review the applicant shall assume the cost of such review. Cost and time line will be assigned at the time of the determination.
11. This application will be brought to Council when it pertains to sensitive or major matters.