

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTH GLENGARRY  
BY-LAW NO 33-14  
FOR THE YEAR 2014**

**BEING A BY-LAW TO ESTABLISH POLICIES WITH RESPECT TO THE USE OF  
UNOPENED MUNICIPAL ROAD ALLOWANCES**

**WHEREAS** the Municipality has a number of unopened Original road allowances which are owned by, and are under the jurisdiction of, this Municipality.

**AND WHEREAS** while the public has a right to travel these unopened road allowances, they do not have the authority to alter or change the existing topography without the consent of the Municipality.

**AND WHEREAS** from time to time the Municipality receives Applications from persons who wish to make use and make changes to an unopened road allowance.

**AND WHEREAS** such Applications are dealt with on "a case by case" basis having regard to the Policies set out as Schedule "A" attached.

**AND WHEREAS** the purpose of this By-law is to establish these Policies.

**BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF  
SOUTH GLENGARRY AS FOLLOWS:**

1. Short Title

- 1.1 That this By-Law shall be known as the "Policy for Use/Alteration of Unopened Road Allowances"

2. That the use/alteration of unopened road allowances be subject to the requirements outlined in the Standards for the use of an unopened road allowance attached hereto as Schedule "A" and forming part of this By-Law

3. That any person contravening the requirements of this by-law shall be guilty of an offence and shall be liable to penalties as provided for in the, *Provincial Offenses Act*, R.S.O., 1990. c. P.33.

4. That this by-law shall come into full force and effect upon the final passing thereof.

**READ A FIRST AND SECOND TIME IN OPEN COUNCIL DATED JUNE 9<sup>th</sup>, 2014**

  
MAYOR

  
CLERK

## **SCHEDULE "A" TO BY-LAW 33-14**

### **1. Policy**

Schedule "A" is a policy setting out the criteria to be considered by the Municipality on receipt of an Application to use and make changes to an unopened original road allowance.

### **2. Definition**

"Original road allowance" - means the following:

- 2.1 Those roads laid out in the original Township survey of South Glengarry
- 2.2 Colonization Roads
- 2.3 Roads created by Justices in Quarter Sessions (up to 1841)
- 2.4 Roads created by District Councils on and after 1841 to 1850

### **3. "Case by Case"**

Each Application shall be considered on a "case by case" analysis based on the following criteria.

### **4. Criteria Re: Use of Unopened Road Allowances**

#### **4.1 Structure**

No person shall erect a dock or any kind of structure on an unopened Original road allowance owned by the Municipality.

#### **4.2 Storage**

No person shall store any vehicle, boat, trailer, etc. on an unopened Original road allowance owned by the Municipality.

#### **4.3 Permission from the Municipality**

No person shall perform any work, remove any trees, soil, or other material or erect upon or use any unopened Original road allowance without the specific approval from Council.

#### **4.4 Application**

Applicants for permission to use or alter an opened road allowance shall be submitted in writing. The Applicant must state the intended use, the applicant's interest in the allowance, and be accompanied by an accurate location and description plan.

##### **1. Criteria to be Considered:**

If Council is in favour of permitting the use of the unopened road allowances, the following policies shall apply, as determined by the Municipality:

##### **2. Survey**

Surveys may be required to confirm that the proposed use will not encroach on adjacent privately owned lands.

### **3. Expense**

All work to be done and approved by the Municipality shall be at the applicant's expense. A cost estimate of the work to be completed by the applicant shall be approved by the Municipality.

### **4. Work Permitted**

The applicant may be required to prepare an outline of the work proposed to see if it is within the terms approved by Council.

### **5. Insurance**

The applicant may be required to carry liability insurance with respect to their use of the road and the Municipality must be added as an insured on such policies. The insurance company shall give an undertaking to the Municipality that the policy will not be cancelled on less than 30 days notice in writing to the Clerk of the Municipality.

Cancellation of the insurance coverage without the consent of Council shall constitute a breach of the Agreement between the applicant and the Municipality.

### **6. Letter of Credit**

The applicant may be required to file a Letter of Credit (or cash) in connection with the work approved by the Municipality. The amount of the Letter of Credit (which must be from a Chartered Bank) will depend upon the work to be done and the circumstances of the area under consideration.

### **7. Inspection**

The Municipality shall inspect the work only to the extent of confirming that the work performed is in accordance with the Agreement that was signed with the Municipality.

### **8. Posting of Signs**

The applicant may be required to post signs stating

*"Road not assumed by the municipality, use at your own risk".*

The applicant is responsible to replace signs which are removed or destroyed. Failure to replace when notified by the Municipality shall constitute a breach of this agreement.

### **13. Farm Equipment**

Application for permission to use an unopened road allowance with farming equipment for farming exercises shall, after investigation and approval by the General Manager of Infrastructure Services, be granted by a permission letter as opposed to a formal Agreement with the Municipality.

### **14. The Agreement**

The applicant shall be required to sign an Agreement with the Municipality which shall:

- i. Outline the work to be required
- ii. Set out the security required by the Municipality
- iii. Set out such additional matters that the Municipality may require

### **15. Breach of Agreement**

Any breach of the Agreement to be signed between the Municipality and the applicant, will entitle the Municipality to cancel the contract and terminate the privileges extended in the Agreement.