

Heavy Loads on Roads By-law

S-2 - Consolidated December 2, 1996

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STREETS

By-law S-2 A by-law to provide for the REGULATION OF THE MOVEMENT OF HEAVY LOADS AND OBJECTS OVER HUMBER BAY STREETS

BY-LAW INDEX

Part 1 DEFINITIONS

- 1.1 Definitions
 - Highway - defined
 - Corporation - defined
 - Commissioner of Environmental Services & City Engineer - defined
 - Person - defined

Part 2 GENERAL PROVISIONS

- 2.1 Heavy loads - movement - without permit - prohibited
- 2.2 Requirements - set out - filed - prior to issue of permit
- 2.3 Insurance - minimum coverage - requirements
- 2.4 Traffic considerations - written acknowledgments
- 2.5 Utilities - acknowledgment - where house moved
- 2.6 Tax Collector - acknowledgment - where house moved
- 2.7 Security - required - where residential building moved
- 2.8 Dimensional limit - within *Highway Traffic Act*
- 2.9 Non-compliance - permit - null and void
- 2.10 Time - weather - restrictions
- 2.11 Highway - time - specified - other special conditions
- 2.12 Applications - misrepresentation - permit - null - void
- 2.13 Notice - requirement - Police - Fire - 72 hours prior
- 2.14 Compliance - with permit - officials - as required
- 2.15 Damages - responsibility - owner - driver - operator

Part 3 APPLICATION - FEES

- 3.1 In writing - descriptions - load - vehicle - duration
- 3.2 Fee - not refundable - by cheque - Schedule 'A'
- 3.3 Agreement - form - Schedule 'B'

**Part 4
ENFORCEMENT**

- 4.1 Fine - for contravention
- 4.2 Continuation - repetition - prohibited - by order

**Part 5
REPEAL - ENACTMENT**

- 5.1 By-law - previous
- 5.2 Effective date

SCHEDULE

Schedule 'A' - Fee Schedule

Schedule 'B' - Agreement

The Municipal Council of The Corporation of the City of Humber Bay enacts as follows:

**SHORT TITLE
HEAVY LOADS ON ROADS BY-LAW**

**Part 1
DEFINITIONS**

1.1 Definitions

In this by-law:

Highway - defined

"highway" includes a common and public highway, road, street, lane, alley, square, place, bridge, thoroughfare or way within the City of Humber Bay.

Corporation - defined

"Corporation" shall mean The Corporation of the City of Humber Bay.

Commissioner of Environmental Services & City Engineer - defined

"Commissioner of Environmental Services & City Engineer" shall mean the person appointed by Council to the position and his authorized representatives.

Person - defined

"person" includes a corporation.

**Part 2
GENERAL PROVISIONS**

2.1 Heavy loads - movement - without permit - prohibited

No person shall move upon wheels, rollers or otherwise over or upon a highway within the City of

Humber Bay, heavy vehicles, loads, objects or structures in excess of the gross weight, length, width and height limits prescribed by the *Highway Traffic Act*, without a permit to do so issued by the Commissioner of Environmental Services & City Engineer.

2.2 Requirements - set out - filed - prior to issue of permit

Subject to sections 2.8 and 2.9 of this by-law, prior to the issuance of a permit, the applicant shall file with the Corporation, such material as is required by the Commissioner of Environmental Services & City Engineer, including the items set out in sections 2.3 to 2.7 inclusive of this by-law.

2.3 Insurance - minimum coverage - requirements

The applicant shall file with the Corporation proof of paid up property damage and public liability insurance of not less than \$1,000,000.00 coverage for the duration of the move.

2.4 Traffic considerations - written acknowledgments

The applicant shall file with the Corporation written acknowledgment from the City Engineer's, Police and Fire Departments that the established date, duration and route of the move will not create unnecessary traffic hazards or delays.

2.5 Utilities - acknowledgments - wire raising - removal

The applicant shall file with the Corporation written acknowledgment from Bell Canada, Humber Bay Hydro, the Parks and Recreation Department or its successor, and any railway company (where the width exceeds 7.31 m (24 ft), the height exceeds 6.09 m (20 ft) or the length exceeds 28.04 m (92 ft)) affected by the move, that their respective wires, cables, poles and trees existing on, or adjacent to the highway or highways to be used, will not hinder the mover or that satisfactory arrangements have been made with the companies, commission or department affected for the raising or removal of such wires, cables, poles and trees to enable the move to be made without hindrance.

2.6 Tax Collector - acknowledgment - where house moved

Where a house, building or structure or part thereof is to be moved, the applicant shall file with the Corporation a written acknowledgment from the Tax Collector that all municipal taxes and levies in respect of the original site accruing to the date on which the move is to commence have been paid, whether or not then due.

2.7 Security - required - where residential building moved

Where it is required to move any residential building and/or relocate it within the boundaries of the City of London, the applicant shall file with the Corporation a performance bond or other security satisfactory to the City Treasurer, at least equal to the total estimated cost of the following work as determined by the Commissioner of Environmental Services & City Engineer, which shall be done to his satisfaction:

- (a) the cost of moving the building;
- (b) the cost of cleaning up and filling to grade of the former location of the building;
- (c) the cost of excavating and installing a new foundation at the site to which the building is being moved;
- (d) the cost of backfilling, grading, seeding or sodding the new site; and
- (e) the cost of necessary repairs and renovations to the building that has been moved.

2.8 Dimensional limit - within Highway Traffic Act

Notwithstanding sections 2.2 to 2.7 inclusive of this by-law, where the vehicle, load, object or structure to be moved does not exceed any dimensional limit prescribed in the *Highway Traffic Act*, other than being between 259.08 cm (102 inches) and 365.76 cm (144 inches) in width, the applicant for a permit issued pursuant to this section and section 2.9 of this by-law need only submit proof of paid-up property damage and public liability insurance in the amount of \$1,000,000.00, which is satisfactory to the City Treasurer, and which insurance coverage is to be in effect for the duration of the permit.

2.9 Non-compliance - permit - null and void

Failure to comply with the requirement in section 2.8 of this by-law shall immediately render the permit null and void.

2.10 Time - weather - restrictions

Unless weather conditions warrant it, no move shall be permitted prior to March 31 of any year, and all necessary work that the Commissioner of Environmental Services & City Engineer requires to be done shall be completed within three months from the date of the move; and all such work in every case shall be completed by November 30 of any year.

2.11 Highway - time - specified - other special conditions

The permit shall limit the particular highway that may be used, the time during which it may be used; and the permit may contain any special conditions or provisions that in the opinion of the Commissioner of Environmental Services & City Engineer, may be deemed necessary for the protection of the highway.

2.12 Applications - misrepresentation - permit - null - void

Any omission or misrepresentation by inadvertence or otherwise which is material to the application, shall render a permit null and void.

2.13 Notice - requirement - Police - Fire - 72 hours prior

Where the building, structure, load or object to be moved, including the vehicle or combination of vehicles exceeds 365.76 cm (144 inches) in width, or 3.96 m 15.24 cm (13 ft., 6 inches) in height, or 25 m (82 ft.) in length, the applicant shall notify the railway companies, the Fire Department and the Police Department of each and every move at least 72 hours in advance of every move, and shall make the necessary arrangements for a police escort, if required, as a condition of the issuance of the permit.

2.14 Compliance - with permit - officials - as required

The owner, operator or mover of any such vehicle, object or contrivance, who has obtained a permit, shall be subject to and shall comply with, directions of the Commissioner of Environmental Services & City Engineer or his authorized representatives and of the Chief of Police, acting through his officers.

2.15 Damages - responsibility - owner - driver - operator

The owner, driver, operator or mover of any such vehicle, object or contrivance, who has obtained a permit, is nevertheless responsible for all damages of whatsoever nature that may be caused by reason of the driving, operating or moving of any such vehicle, object or contrivance.

**Part 3
APPLICATION - FEES**

3.1 In writing - descriptions - load - vehicle - duration

Each application for a permit shall be in writing and shall describe the building, structure, load, or object to be moved and the vehicle or combination of vehicles on which it is being loaded and moved (including gross weight, overall length, overall width and loaded height) and the estimated time and duration of the move and the highway or highways to be used.

3.2 Fee - not refundable - by cheque - Schedule `A'

Each application for a permit shall be accompanied by the applicable non-refundable fee as set out in Schedule `A' of this by law in the form of a cheque payable to the Treasurer of the Corporation.

3.3 Agreement - form - Schedule `B'

Each application for a permit shall be accompanied by a duly executed copy of an agreement in a form satisfactory to the Commissioner of Environmental Services & City Engineer and generally in accordance with the form set forth in Schedule `B' of this by-law.

**Part 4
ENFORCEMENT**

4.1 Fine - for contravention

Any person who contravenes any provision of this by-law is, upon conviction, guilty of an offence and is liable to any penalty as provided in the Provincial Offences Act.

4.2 Continuation - repetition - prohibited - by order

The court in which the conviction has been entered, and any court of competent jurisdiction thereafter, may make an order prohibiting the continuation or repetition of the offence by the person convicted, and such order shall be in addition to any other penalty imposed on the person convicted.

**Part 5
REPEAL - ENACTMENT**

5.1 By-law - previous

By-law S.-3477-215 is hereby repealed.

5.2 Effective date

This by-law comes into force on May 15, 1994.

Passed in Open Council on November 15, 1993.

T.C. Gosnell
Mayor

K.W. Sadler
City Clerk

First Reading - November 15, 1993
Second Reading - November 15, 1993
Third Reading - November 15, 1993

SCHEDULE "A" - FEE SCHEDULE

- | | | |
|----|--|----------|
| 1. | For a permit where the width is in the overall loaded range of 259.08 cm (102 inches) to 365.76 cm (144 inches) and does not exceed 3.96 m 15.24 cm (13 ft 6 inches) in height or 25 m (82 ft) in length. | \$ 25.00 |
| 2. | For an annual permit where the width is in the overall loaded range of 259.08 cm (102 inches) to 365.76 cm (144 inches) and does not exceed 3.96 m 15.24 cm (13 ft 6 inches) in height or 28.04 m (92 ft) in length and 25.90 m (85 feet) in length for utility poles. | \$125.00 |
| 3. | For a permit where the overall loaded dimensions exceed any one or more of the following:

3.66 m (12 ft) in width;
3.96 m 15.24 cm (13 ft 6 inches) in height;
or 25 m (82 ft) in length. | \$ 65.00 |

SCHEDULE `B' - AGREEMENT

THIS AGREEMENT made on this _____ day of _____ 199 .

BETWEEN:

_____ of the _____

of _____ in the County of _____
(hereinafter called the Applicant)

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF HUMBER BAY
(hereinafter called the City)

OF THE SECOND PART

WHEREAS the Applicant has applied to the Commissioner of Environmental Services & City Engineer, of the City for permission to (drive) (haul) (move) _____ over the following streets in the City of Humber Bay, namely:

AND the Applicant further AGREES that the said project and all necessary work incidental thereto shall be carried out in a proper and workmanlike manner, and with all possible diligence and dispatch, and in accordance with any requirements of the Commissioner of Environmental Services & City Engineer.

THE Applicant will carry out all work at his own risk and expense, and RELEASE the City of and from any claims that may arise whether by reason of the negligence of the City, (its employees, workmen, or others for which the City may be responsible) or otherwise.

NOW THEREFORE the Applicant hereby, AGREES to indemnify and hold harmless the City from and against all loss, costs and damages suffered by it and from all actions or claims which may be brought or made against the City by reason of the carrying out, or attempted carrying out, of the said project over the said street of the City. Proof of liability insurance in the amount of \$2,000,000.00 naming The Corporation of the City of Humber Bay as an additional insured must be filed with the City prior to the commencement of work.

AND IT IS FURTHER AGREED that on failure of the Applicant to carry out the provisions of this agreement, the permission granted may be withdrawn or canceled without notice.

AND where a building is being moved, the Applicant DEPOSITS with the City the sum of \$_____ which shall be held until the project is completed and all known damages caused thereby, ascertained, and the said sum may, at the discretion of the City, be applied against any damage suffered by the City or third parties, and the balance if any, shall be returned to the Applicant, after all claims of which the City shall have had notice have been settled.

SHOULD the deposit for works be insufficient to cover the cost of works done by City Forces, the Applicant shall be invoiced for the outstanding balance and shall make payment within thirty (30) days.

IN WITNESS WHEREOF the Applicant has hereunto set his hand and seal.

SIGNED, SEALED AND DELIVERED)
In the presence of)
)
)
)