



**SMITHS FALLS**

RISE AT THE FALLS



## **TEMPORARY ROAD CLOSURE AND STREET TOLL POLICY**

**By-law 9980-2018**

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## **1.0 POLICY STATEMENT**

- 1.1 The Corporation of the Town of Smiths Falls supports special events as a vital and integral part of sustaining a vibrant attractive community. Special events such are a means to promote community events, attract tourism and for organizations to promote their cause.
- 1.2 No person(s) or organization(s) will be granted permission to use any public roadway under the control of the Town without first obtaining permission, issued by the municipality, pursuant to this policy.

## **2.0 PURPOSE**

- 2.1 The Temporary Road Closure/Street Toll Policy ensures that the responsibilities of all parties are agreed to and understood, that special events operate in a safe and orderly fashion and that all temporary road closures/street tolls are processed uniformly.

It is the policy of the Corporation to:

- 2.2 Define the responsibilities of both the applicant and the municipality to ensure the road closure/street toll is carried out in a safe and orderly manner with the least negative impacts to the public as possible.
- 2.3 Ensure that every request is reviewed and approved by the management team. Facilitate co-ordination with other activities on the roadways and to minimize disruption to the normal users of the roadways.
- 2.4 Confirm that the applicant has insurance coverage thereby ensuring that, in the event of an accident, all persons including participants are protected from any possible claim or suit arising from the special event.
- 2.5 Establish an appropriate timeframe for an application for a road closure/street toll to be submitted in advance of the event, to provide the applicant and the municipality sufficient opportunity to discuss the conditions and arrangements under which the special event will be permitted, including but not limited to, police protection, traffic control, legal requirements and insurance requirements.

### **3.0 SCOPE**

- 3.1 This policy applies to staff involved in the review, planning and approval process for the street closure/toll under the jurisdiction of the Town of Smiths Falls for the purpose of a special event. It sets out the responsibilities of both the applicant and the municipality with respect to the application requirements, the approval process, and the carrying out of a special event road closure.

### **4.0 AUTHORITY**

- 4.1 The Temporary Road Closure Street Toll Policy is established under the authority of the Municipal Act, 2001 C.25, Section 8, enabling municipalities to govern their affairs and respond to municipal issues.
- 4.2 Council must formally approve any changes to the Policy; however, amendments to the Schedules may be made by staff from time to time.

### **5.0 DEFINITIONS**

“Applicant” includes a person, group of persons, agency, corporation, or government desiring to stage a special event on a roadway.

“Town” means the Corporation of the Town of Smiths Falls.

“Roadway” includes a common and public roadway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and, except as otherwise provided, includes a portion of a roadway.

“Management Team” includes the Chief Administrative Officer, the Director of Corporate Services/Clerk, the Director of Community Services, the Director of Public Works and Utilities, the Fire Chief, the Police Chief and the Manager of Economic Development and Tourism

### **6.0 GENERAL POLICIES AND PROCEDURES**

- 6.1 For any special event taking place on any roadway or part of roadway under the jurisdiction of the Town of Smiths Falls, applications must be made to the Deputy Clerk on the prescribed form. (Schedule A)

- 6.2 Applications for a street toll or temporary road closure must be submitted to the Corporate Services Department 3 months prior to the proposed closing. Temporary closures on the Connecting Link (Lombard/Beckwith, Elmsley/Cornelia/Union) will require approval from the Ministry of Transportation.
- 6.3 Applicants shall pay all applicable municipal fees and charges respecting their event. Each municipal department will individually invoice the organization for the services and items that have been provided for the event.
- 6.4 The Deputy Clerk to circulate the completed application to the management team for review and approval. Upon review of all input, the Deputy Clerk shall determine if authorization is warranted.
- 6.5 The Event applicant shall adhere to all temporary road closure or street toll policies and procedures. In the interest of public safety, failure to comply may result in closure of the event and will negatively impact future applications.
- 6.6 The Event applicant agrees to obey all statutory requirements and municipal by-laws.
- 6.7 The group organizer must ensure adequate and proper supervision and safety of volunteers.
- 6.8 The applicant must pay for all damage to municipal property however caused, arising out of or during the use of the facilities under this application.
- 6.9 The applicant is responsible for clean-up and /or removal of all garbage and recyclable items upon completion of the event.
- 6.10 At any time after authorization has been granted, the municipality may revoke the authorization or impose a condition or adjustment to the road closure street toll upon giving written notice to the person who applied for the temporary road closure street toll.

***Street Tolls:***

- 6.11 A maximum of 4 street tolls, for five (5) hours in length per year have been approved in the Town of Smiths Falls including:
  - Smiths Falls Fire Association Muscular Dystrophy Boot Drive (occurs in September on Labour Day Weekend)
  - The Canadian National Institute of the Blind (CNIB) (occurs in early May)
  - Smiths Falls Police Service (Special Olympics Street Toll) (occurs on the

- first Friday in June)
- Rotating Street Toll – (to occur in the month of April of each year).

6.12 All Street Tolls are to be hosted on Beckwith Street between Daniel Street and Church Street (in front of the Town Hall) except during times of construction.

6.13 Street Toll Canvassers are to be readily identifiable as volunteers of the organization and must be dressed in high visibility safety apparel.

6.14 Donations are to be kept strictly voluntary and traffic is not to be unduly disrupted or delayed.

#### ***Fourth Rotating Street Toll***

6.15 Requests to host the rotating street toll are to be submitted in writing (on the attached form) to the Deputy Clerk by 4:30 p.m. on November 30<sup>th</sup> for consideration of the following year.

6.16 Consideration will be provided to not-for-profit community associations and organizations for services, projects or events that contribute toward the quality of life of Smiths Falls residents.

6.17 Requests to host the fourth rotating street toll will be brought forward to Council for their review and consideration.

6.13 Organizations who have had the privilege of hosting a rotating street toll will not be considered again for a period of (3) years unless no other groups have come forward in a given year.

#### ***Temporary Road Closures***

6.15 Organizations that have been approved for a temporary street closure must have all barricades manned by identified volunteers in case removal is required due to an emergency

6.16 Organizations must ensure that all detour signage is secured and erected for the event as directed by town staff.

6.17 Individual organizations must advertise the road closure (on social media and the radio).

6.18 The Deputy Clerk, at his/her discretion, may require the applicant to prepare and deliver notification and/or correspondence to all affected homes businesses and institutions outlining the type, purpose, location, date and time of the road closure.

## **7.0 APPROVAL CONSIDERATIONS – TEMPORARY ROAD CLOSURE**

Each application is reviewed on an individual basis. In approving or recommending an application for approval, the review team shall take into account the following:

- a) Past performance by the applicant in abiding to the conditions of a special event permit
- b) Conflicts with previously scheduled special events, road or utility construction or road maintenance
- c) Undue disruption of traffic in the immediate and surrounding areas especially during peak periods
- d) Impacts to the neighborhood, residents, businesses and visitors to the community
- e) Impacts to Fire and Emergency Services
- f) Provision to provide adequate Police control, monitoring, and the impacts to the Police therein
- g) Provision for pedestrian accessibility and safety
- h) Failure to comply with the provisions within this policy
- i) Any other relevant conditions as deemed applicable by the municipality

The Deputy Clerk will provide the applicant with a letter of approval or denial.

## **8.0 INSURANCE**

The applicant must provide the Town of Smiths Falls with proof of insurance prior to the commencement of the special event. Final permission will not be granted until the proof of insurance has been received.

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000.00 per occurrence / \$5,000,000.00 annual aggregate for any negligent acts or omissions by the applicant relating to their obligations under the agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises,

property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products and completed operations; employees and volunteers as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall add the Corporation of the Town of Smiths Falls as an Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Town. Any and all deductibles applicable to the above noted insurance shall be the sole responsibility of the Named Insured and the Town shall bear no cost towards such deductible. The applicant is responsible to keep their property / assets insured – failure to do so shall not impose any liability on the Town.

The applicant shall provide the Town with a certificate of insurance in compliance with the insurance requirements as outlined. The policy shall not be cancelled or materially changed unless the Insurer notifies the Town in writing at least 30 days prior to the effective date of the cancellation or change. The insurance shall be in a form and with a company which is acceptable to the Town. The Town of Smiths Falls reserves the right to modify the insurance requirements and limits as deemed suitable to the special event.

## **8.1 INDEMNIFY AND SAVE HARMLESS**

Through the applicant's signature on the temporary road closure application and street toll application, the applicant shall defend, indemnify and save harmless the Corporation of the Town of Smiths Falls, their elected officials, officers, employees and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by applicant, their officers, employees, agents, or others who the applicant is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the applicant in accordance with this agreement and shall survive this agreement.

## **8.2 SIGNS AND BARRICADES**

Barricades will be provided by the municipality, fees and charges may apply. The municipality may not have signage for all instances. The organizers will be responsible for the security of the signs and barricades upon delivery by the Community Services Department. The organizers will be responsible for the repair or replacement of any barricades that are damaged or missing.

The municipality, at their discretion, may use alternative sources to install and maintain all signs and barricades required as a result of the special event.



### **8.3 CANCELLATION PROVISION**

The Town of Smiths Falls may cancel or re-route any temporary road closure/street toll in an emergency situation or for the preservation of public safety and the participants.

**SCHEDULE A - TEMPORARY ROAD CLOSURE STREET TOLL  
APPLICATION**



# Town of Smiths Falls Temporary Road Closure/Street Toll Application

*Application to be filed with the Deputy Clerk*

*If approved and all conditions are met, final approval will be granted and issued to the applicant.*

**Name of the Organization/Applicant:** \_\_\_\_\_

**Name of the Event:** \_\_\_\_\_

**Type of Event:**

Street Toll       Festival       Organized Race/Run

Parade      Parade Marshall: \_\_\_\_\_

Other \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Contact Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Date of the event:** \_\_\_\_\_

**Start Time:** \_\_\_\_\_

**End Time:** \_\_\_\_\_

**Fourth Rotating Street Toll applicants only:**

Please provide the proposed use of proceeds from the event as detailed in Section 6.13

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Details of the Event:**

**Road Closures** (please include a map attached of streets to be closed)

**Parades** (please include the route of the parade and approximate length of the parade)

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**Indemnification:**

The applicant shall defend, indemnify and save harmless the Corporation of the Town of Smiths Falls, their elected officials, officers, employees and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by applicant, their officers, employees, agents, or others who the applicant is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the applicant in accordance with this agreement and shall survive this agreement.

\_\_\_\_\_  
Date

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

**FOR MUNICIPAL USE:**

Event Approved by the Municipality Yes No

Staff Approval: \_\_\_\_\_

Further Details:

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