

**ADMINISTRATIVE COMPILATION  
BYLAW 08-23**

**BYLAW 08-23 CONCERNING LIGHT  
MAINTENANCE SERVICE ON PRIVATE ROADS  
OPEN TO THE PUBLIC BY TOLERANCE**

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Adopted by the Municipal Council on August 8, 2023  
Entry into force on August 9, 2023

Name and/or number of bylaw, politic, resolution	Date of Council's approval	Coming into force	Status

**PREFACE**

The reader is hereby advised that any errors or omissions that may be identified in the text below do not affect the enforceability of the regulations and amendments referred to therein, as sanctioned in their original version.

CANADA  
PROVINCE OF QUEBEC  
MUNICIPALITY OF PONTIAC

**BYLAW 08-23 CONCERNING LIGHT MAINTENANCE SERVICE ON PRIVATE ROADS  
OPEN TO THE PUBLIC BY TOLERANCE**

**REGULAR** meeting of the Council of the Municipality of Pontiac, held on August 8, 2023, at 7:30 p.m., at the Luskville Community Centre, at which meeting were present:

**The Mayor, Mr. Roger Larose**

The Council Members:

Diane Lacasse

Caryl McCann

Garry Dagenais

Serge Laforest

Chantal Allan

Jean Amyotte

All Council members and being a quorum.

**WHEREAS**, in accordance with section 70 of the Municipal Powers Act (R.S.Q., C. c-47.1), a local municipality may maintain a private road open to the public by tolerance of the owner or occupant, upon request of a majority of owners or occupants of immovables served by a private road;

**WHEREAS** under section 244.1 of the Act respecting municipal taxation (R.S.Q., F-2.1), a local municipality may finance services it offers to the population by means of a fee structure;

**WHEREAS** there are several private roads on the territory of the Municipality of Pontiac;

**WHEREAS** the Municipality of Pontiac wishes to offer the owners or occupants of properties served by a private road light maintenance service for said roads, at the request of the owners;

**WHEREAS**, however, the Municipality of Pontiac wishes to establish the conditions applicable for light maintenance service for such private roads;

**WHEREAS** a notice of motion was duly given at the special Council meeting held on July 19, 2023;

**THEREFORE**, it is moved by Councillor Garry Dagenais and seconded by Councillor Serge Laforest.

**AND RESOLVED THAT** the Council decrees and adopts the following:

## **SECTION 1 : PREAMBULE**

The preamble of this bylaw forms an integral part of it.

## **SECTION 2 : PURPOSE OF THE BYLAW**

The purpose of this bylaw is to determine the conditions for the provision by the Municipality, for light maintenance service on private roadways open to the public by tolerance of the owner, or occupant, upon request of a majority of the owners or occupants along the roadway.

More precisely, this bylaw allows:

- A. To determine the terms and conditions of payment for such services provided to the owners and beneficiaries concerned;
- B. To promote informed decision-making, following established rules and procedures;
- C. To Avoid any ambiguity regarding cost-sharing for work performed;
- D. To promote fairness in all requests for maintenance of private roads open to the public by tolerance.

## **SECTION 3 : DEFINITIONS**

For the purposes of this bylaw, the following words and phrases shall mean:

<b>Municipality :</b>	Refers the Municipality of Pontiac.
<b>Immovable :</b>	The term "immovable" is used in this bylaw to mean any immovable within the meaning of Article 900 of the Civil Code of Quebec, namely:  " The following are Immovables: land, constructions or works of a permanent nature located thereon, and everything that is an integral part thereof ". A serviced immovable is an Immovable that directly overlooks a private road.
<b>Building or dwelling:</b>	Any building with one or more dwellings, as well as any commercial building.
<b>Property :</b>	Includes any land or building in the private domain where the public does not have access.
<b>Owner or occupant:</b>	The owner or occupant of any Immovable located on the territory of the Municipality, as designated on the property assessment roll. When several persons are co-owners of an Immovable, these persons are deemed, for the purposes of this bylaw, to constitute a single owner.

- Private land :** Refers to any parcel of land that is privately owned and to which the public does not have access.
- Light maintenance service :** Consists of resurfacing roads, reprofiling ditches, pruning trees, mowing shoulders.
- Emergency work:** Emergency work carried out by or under the management of the Municipality to guarantee access to buildings from the designated or problematic roadway. Emergency work is required when the physical condition or structure of the roadway presents a danger to maintenance personnel or equipment. Emergency work cannot be required following spring flooding within the 0-20-year and 0-100-year recognized flood zones.
- Private road :** A private road within the meaning of this bylaw is a road for motor vehicle traffic that meets the following conditions:
- Is located on the Municipality's territory;
  - Is non-municipalized and directly connected to a municipal or provincial road, or to a private road already maintained under the terms of this bylaw;
  - Is open to the public by tolerance of the owner or occupier of the Immovable on which the road is situated;
  - Is accessible at all times;
  - Is free of obstructions across the existing width of the road;
  - Is free of obstructions for a height of five (5) metres;
  - In the case of a dead end, the road must provide a roundabout at its end or a place to make a turn;
  - Is at least one hundred (100) metres long and serves at least four (4) Immovables on which at least one (1) building per Immovable is located.
- Representative :** An individual or non-profit association that will act as an intermediary for private road applicants in the application process and during the light maintenance service.
- Maintenance costs :** In the case of maintenance carried out by the Municipality, maintenance costs shall mean an amount determined by the Municipality. In the case of maintenance carried out by a private contractor, maintenance costs shall mean the cost of the contract agreed between the Municipality and the contractor, plus ten percent (10%) for administration fees.

#### **SECTION 4 : MANDATORY CONDITIONS OF THE ROADS CONCERNED**

Only private roads (hereinafter referred to as "roads") that are open to the public by permission of the owner or occupant may be the subject of a request for light maintenance services.

The road in question must meet all the following conditions:

- Be on the Municipality's territory;
- Be non-municipalized and directly connected to a municipal or provincial road, or to a private road already maintained under the terms of the present bylaw;
- Be open to the public by tolerance of the owner or occupant of the Immovable on which the road is located;
- Be accessible at all times;
- Be free of obstructions across the existing width of the road;
- Be free of obstructions for a height of five (5) metres;
- In the case of a dead end, the road must provide a roundabout at its end or a place to make a turn. In the event that a turn or roundabout is made on private land or driveways, written authorization from the owners is required stating that the Municipality will not be held responsible for any damage caused by the work done;
- Be at least one hundred (100) metres long and serves at least four (4) Immovables on which at least one (1) building per Immovable is located.

#### **SECTION 5 : DISCRETION OF THE COUNCIL**

Nothing in this bylaw shall be construed as reducing the discretion of the Council with respect to requests for grading and snow removal maintenance services by agents. Council is not required to perform maintenance even if a majority of owners or occupants request it.

Particularly, the Council may terminate a contract for light maintenance services at any time, following a communication with the representative to expose the problem. The Council also retains the discretion of refusing any request made to it, following a communication with the representative to expose the problem, even if such a request has been previously accepted.

The Council therefore reserves the right to carry out the work at its discretion, at the frequency and at the time it deems necessary, according to the following criteria:

- The availability of materials;
- The availability of equipment;
- The availability of contractors to carry out the work;
- The availability of the required resources;
-

- Availability in the annual schedule.

Council cannot be held responsible for dissatisfaction with the quality of the services provided by the contractor. In such cases, Council will demand that the contractor fulfil its contractual commitments.

## **SECTION 6 : APPLICATION PROCEDURE FOR LIGHT MAINTENANCE SERVICE**

Any representative who wishes to have light maintenance service for a private road must respect the following procedure:

1. **Meeting and inspection of the work site:** Before submitting a request for grading and snow removal services for a private road, a meeting must be held with a municipal representative to validate the priorities and identify problem areas or areas requiring special attention. A cost analysis will be established following this meeting where the cost of the work as well as a forecast of the amount of taxation must be entered and accepted when the said request is presented, all signed by the majority of the property owners.

If there is more than one owner for the same building, only one signature per building is accepted. Natural or legal persons who are owners of several contiguous or serviced lots are considered as one owner and are only required to sign once.

2. **Transmission of the request:** All requests for grading and snow removal services must be filed by the representative and signed by the majority (50% + 1) of the owners of the properties served by the private road for which the request is made. The representative must also have a substitute authorized to act in case of absence or incapacity on his part. The owners of several Immovables served by the same private road shall be deemed to be a single owner for the purposes of each application.

All applications must be received at the offices of the Municipality located at:

Municipality of Pontiac  
2024, route 148  
Pontiac, Quebec J0X 2G0

The form must be received no later than **APRIL 30th of the current year.**

Applications received after this date will not be considered for the current year, but for the following year.

3. **File analysis:** The municipal administration will validate the names of the owners registered on the property assessment roll and the Public Works Department will verify if the private road meets the admissibility requirements.

If any criteria are not met, the application may be rejected.

Required documents:

- Application form for grading and snow removal services duly completed and signed by the majority of the applicants;
- Estimate of the cost of the work performed by the Municipality or a quote from the contractor.

- 4. Confirmation of acceptance or rejection of the application:** Confirmation or rejection of the application is done by resolution of the Municipal Council. The details of the work to be carried out may be discussed with the contractor and will be fully described in the resolution authorizing or rejecting the said work as well as a contract to be concluded between the Municipality and the contractor, if the Municipality does not carry out the said work.

To summarize, upon receipt of a compliant request, the Council has full discretion to accept or reject, with or without conditions, in whole or in part, said request for service by formal resolution.

#### **SECTION 7 : EXECUTION AND INTERRUPTION OF WORK**

The Municipal Council has the sole right to decide on the choice of the private contractor to carry out the work to be done if the work is not carried out in-house.

In no event shall the Municipality be liable for any damages caused directly or indirectly by the maintenance performed by a contractor, if any.

If the contractor or the Municipality does not comply with the work identified in the contract or agreement and does not perform the work to the satisfaction of the applicants, the representative shall notify the contractor or the Municipality in writing.

If the contractor abandons his contract or declares bankruptcy, the Municipality shall have no obligation to the ratepayer owners of the said road other than to reimburse them at the same time as the following year's property tax for the payment or portion of the payment not used.

#### **SECTION 8 : WORK TO BE CARRIED OUT BY THE OWNER**

The inherent work agreed to be done, as well as any other kind of work for which the Municipality will not assume responsibility, shall remain the responsibility of the owners or any other person responsible for the road in accordance with any agreement or contract concluded between them, the Municipality not otherwise assuming any responsibility in this regard. Such work may include:

- Any road signage in accordance with the Road Safety Code in force;
- Any earthwork or mechanized roadway surfacing;



- Any work intended to improve the safety of road users, such as the addition of guardrails and pavement markings;
- Any roadway protection works such as replacement or construction of curbs, shoulders or retaining walls;
- Any engineering fees required to perform the work are at the expense of the applicant(s);
- Any work required by the Municipality to allow safe maintenance;
- All ministerial authorizations and related costs required to carry out the maintenance service.

### **SECTION 9 : INSURANCE**

The Municipality may require, as a mandatory document for a compliant application for grading and snow removal services, liability insurance in force, in the minimum amount of \$2,000,000. Where applicable, such insurance shall include the Municipality as an additional insured.

### **SECTION 10 : PRICING**

The final costs of the work performed shall be subject to the imposition of a compensation established annually under the terms of the bylaw adopted to set the rate of taxes, rates and compensation as well as the conditions of their collection.

The tax shall be calculated based on the net cost of the service rendered based on the contractor's tender or the Municipality's cost estimate, which shall accompany the application provided for in Section 6 - step 3.

This compensation shall be required and collected annually at the same time as the property tax and distributed equally to each property served.

The fee shall be calculated on the net cost of the final work performed based on the bids or quotations received, plus 10% administrative fees, all in accordance with the municipal pricing bylaw in force.

At the discretion of the Municipality, the cost of maintaining a private roadway may be:

- A. Be paid entirely by the Municipality from its own funds pursuant to a resolution of the Municipal Council duly passed to that effect for winter and/or summer maintenance; **OR**
- B. Be entirely subject to compensation established annually in the taxation bylaw establishing the tax rates and fees for services, following a resolution of the Municipal Council duly adopted to this effect; **OR**
- C. Be paid in part by the Municipality and be compensated in part by a resolution of Council duly passed to that effect.

For B and C, the compensation rate is calculated as the share of the maintenance costs of a private road to be paid by compensation, divided equally between the number of Immovables served.

The Municipality may, at its discretion, combine the maintenance of two or more private roads for the purpose of calculating the compensation rate. The rates shall be assessed annually to the owners of the Immovables served at the same time as the property tax.

If the Municipality owns property served by the private road, the Municipality shall also pay its share of the maintenance cost.

**SECTION 11 : DURATION OF THE MAINTENANCE CONTRACT**

The default term of the light maintenance service contract shall be determined and detailed in the council resolution. The Municipality reserves the right to terminate the agreement at its sole discretion upon thirty (30) days notice.

**SECTION 12 : NON-LIABILITY OF THE MUNICIPALITY**

Under no circumstances shall the Municipality be held responsible for any damage caused directly or indirectly to the private road, land or buildings served by the private road, by the maintenance performed.


**SECTION 13 : COMPLAINT PROCEDURE FOR PRIVATE ROAD MAINTENANCE**

In the event of dissatisfaction with the maintenance work, the representative shall inform the Municipality in detail and in writing. In the case of work carried out by a contractor, according with the decision of the Municipality, the Municipality is the client and is the only party involved with the contractor.

**SECTION 14 : COMING INTO FORCE**

This bylaw shall come into force in accordance with the Law.

Given at PONTIAC (Quebec), this August 9, 2023.



Mr. Louis-Alexandre Monast  
Assistant Director General and  
Secretary, Clerk-treasurer



M. Roger Larose  
Mayor

<u>Notice of motion :</u>	July 19, 2023
<u>Tabling of the draft bylaw</u>	July 19, 2023
<u>Adoption of the bylaw :</u>	August 8, 2023
<u>Resolution:</u>	23-08-5052
<u>Date of publication</u>	
<u>And coming into force :</u>	August 9, 2023

ANNEXE A

**Application for light  
maintenance service on private roads  
open to the public by tolerance of the owner**

Part 1 - General information	
<b>The bylaw provides for various elements to be specified in the application.</b>	
<b>Date of application for maintenance :</b>	
<b>Private road(s) for which maintenance is requested:</b>	
<b>Type of desired maintenance :</b>	<b>Winter</b>
	<b>Summer</b>
	<b>Winter and summer</b>
<b>Total number of buildings served covered by the maintenance request:</b>	
<b>Total number of separate property owners served by the private road(s) for which maintenance is requested:</b>  <b>* When an owner owns more than one building served, he or she is counted only once</b>	
<b>Identification of the group's designated representative to the Municipality:</b>	<b>Name :</b> _____ <b>Surname :</b> _____ <b>e-mail :</b> _____ <b>Phone number: ( _____ ) _____ - _____</b> <b>Mailing address :</b> _____ _____
<b>Plan of the road(s) affected by the application attached to this application</b>	

### Part 2 - Consent of private road owner

**Bylaw No. 08-23 provides that the owner of the property on which the private road is located shall in all cases authorize the application.**

**I, (we) the undersigned, owner(s) of the road(s) identified in Part 1 authorize the Municipality of Pontiac to maintain all components of the private road(s).**

Owner	Signature
<p><b>Name :</b> _____</p> <p><b>Surname :</b> _____</p> <p><b>e-mail :</b> _____</p> <p><b>Phone number: (_____) _____ - _____</b></p> <p><b>Mailing address :</b> _____</p>	
<p><b>Name :</b> _____</p> <p><b>Surname :</b> _____</p> <p><b>e-mail :</b> _____</p> <p><b>Phone number: (_____) _____ - _____</b></p> <p><b>Mailing address :</b> _____</p>	
<p><b>Name :</b> _____</p> <p><b>Surname :</b> _____</p> <p><b>e-mail :</b> _____</p> <p><b>Phone number: (_____) _____ - _____</b></p> <p><b>Mailing address :</b> _____</p>	

**\*Si les cases existantes sont insuffisantes, joindre les noms et informations supplémentaires en annexe de la présente demande.**

**Bylaw 08-23 provides for the waiver of the requirement to provide the owner's authorization when the owner cannot be located, upon presentation of a sworn statement that the owner cannot be located and that the representative has contacted the owner by letter to obtain the owner's signature on the application and has received no response to the letter, all at the representative's expense. The sworn statement must specifically identify the property whose owner cannot be located.**

**Sworn statement attached to this application if applicable.**

**Part 3 - Application from the riparian?? owners for the maintenance of the private road**

The bylaw provides that any person who wishes the Municipality to assume responsibility for the maintenance of a private roadway must file with the Municipality an application to that effect signed by the majority (50% + 1) of the owners of the properties served by the private roadway that is the subject of the application.

\* When an owner owns more than one building served, the owner is counted only once.

We, the undersigned owners of the riparian?? road(s) identified in Part 1, request that the Municipality of Pontiac take charge of the road(s) in order to carry out maintenance work, according to the terms and conditions determined by the Municipal Council.

Owner	Signature
<p>Name : _____</p> <p>Surname : _____</p> <p>e-mail : _____</p> <p>Phone number: (_____) _____ - _____</p> <p>Mailing address : _____</p> <p>_____</p>	
<p>Name : _____</p> <p>Surname : _____</p> <p>e-mail : _____</p> <p>Phone number: (_____) _____ - _____</p> <p>Mailing address : _____</p> <p>_____</p>	
<p>Name : _____</p> <p>Surname : _____</p> <p>e-mail : _____</p> <p>Phone number: (_____) _____ - _____</p> <p>Mailing address : _____</p> <p>_____</p>	
<p>Name : _____</p>	



<p><b>Surname :</b> _____</p> <p><b>e-mail :</b> _____</p> <p><b>Phone number: (_____) _____ - _____</b></p> <p><b>Mailing address :</b> _____</p> <p>_____</p>	
<p><b>Name :</b> _____</p> <p><b>Surname :</b> _____</p> <p><b>e-mail :</b> _____</p> <p><b>Phone number: (_____) _____ - _____</b></p> <p><b>Mailing address :</b> _____</p> <p>_____</p>	
<p><b>Name :</b> _____</p> <p><b>Surname :</b> _____</p> <p><b>e-mail :</b> _____</p> <p><b>Phone number: (_____) _____ - _____</b></p> <p><b>Mailing address :</b> _____</p> <p>_____</p>	
<p><b>Name :</b> _____</p> <p><b>Surname :</b> _____</p> <p><b>e-mail :</b> _____</p> <p><b>Phone number: (_____) _____ - _____</b></p> <p><b>Mailing address :</b> _____</p> <p>_____</p>	
<p><b>Name :</b> _____</p> <p><b>Surname :</b> _____</p> <p><b>e-mail :</b> _____</p> <p><b>Phone number: (_____) _____ - _____</b></p> <p><b>Mailing address :</b> _____</p> <p>_____</p>	
<p><b>Name :</b> _____</p> <p><b>Surname :</b> _____</p> <p><b>e-mail :</b> _____</p> <p><b>Phone number: (_____) _____ - _____</b></p> <p><b>Mailing address :</b> _____</p> <p>_____</p>	



<p><b>Surname :</b> _____</p> <p><b>e-mail :</b> _____</p> <p><b>Phone number: ( _____ ) _____ - _____</b></p> <p><b>Mailing address :</b> _____</p> <p>_____</p>	
<p><b>Name :</b> _____</p> <p><b>Surname :</b> _____</p> <p><b>e-mail :</b> _____</p> <p><b>Phone number: ( _____ ) _____ - _____</b></p> <p><b>Mailing address :</b> _____</p> <p>_____</p>	
<p><b>Name :</b> _____</p> <p><b>Surname :</b> _____</p> <p><b>e-mail :</b> _____</p> <p><b>Phone number: ( _____ ) _____ - _____</b></p> <p><b>Mailing address :</b> _____</p> <p>_____</p>	
<p><b>Name :</b> _____</p> <p><b>Surname :</b> _____</p> <p><b>e-mail :</b> _____</p> <p><b>Phone number: ( _____ ) _____ - _____</b></p> <p><b>Mailing address :</b> _____</p> <p>_____</p>	
<p><b>Name :</b> _____</p> <p><b>Surname :</b> _____</p> <p><b>e-mail :</b> _____</p> <p><b>Phone number: ( _____ ) _____ - _____</b></p> <p><b>Mailing address :</b> _____</p> <p>_____</p>	
<p><b>Name :</b> _____</p> <p><b>Surname :</b> _____</p> <p><b>e-mail :</b> _____</p> <p><b>Phone number: ( _____ ) _____ - _____</b></p> <p><b>Mailing address :</b> _____</p> <p>_____</p>	





<p><b>Surname :</b> _____</p> <p><b>e-mail :</b> _____</p> <p><b>Phone number: (_____) _____ - _____</b></p> <p><b>Mailing address :</b> _____</p> <p>_____</p>	
<p><b>Name :</b> _____</p> <p><b>Surname :</b> _____</p> <p><b>e-mail :</b> _____</p> <p><b>Phone number: (_____) _____ - _____</b></p> <p><b>Mailing address :</b> _____</p> <p>_____</p>	
<p><b>Name :</b> _____</p> <p><b>Surname :</b> _____</p> <p><b>e-mail :</b> _____</p> <p><b>Phone number: (_____) _____ - _____</b></p> <p><b>Mailing address :</b> _____</p> <p>_____</p>	
<p><b>Name :</b> _____</p> <p><b>Surname :</b> _____</p> <p><b>e-mail :</b> _____</p> <p><b>Phone number: (_____) _____ - _____</b></p> <p><b>Mailing address :</b> _____</p> <p>_____</p>	
<p><b>Name :</b> _____</p> <p><b>Surname :</b> _____</p> <p><b>e-mail :</b> _____</p> <p><b>Phone number: (_____) _____ - _____</b></p> <p><b>Mailing address :</b> _____</p> <p>_____</p>	
<p><b>* If the existing boxes are insufficient, attach additional names and information to this application.</b></p>	

### Part 4 - Turning authorization

The bylaw provides that in the case of a dead end, if the three (3) point turn is to be made, in whole or in part, on an immovable served by the private road, the written authorization of each owner of the immovable on which the turn is to be made is required with the mandatory mention to the effect that the Municipality will not be held liable for any damage caused by the maintenance work.

I, (we) the undersigned, owner(s) of the road(s) identified in Part 1 authorize the Municipality of Pontiac to make a three (3) point turn on my (our) property in order to maintain this (these) private road(s). The Municipality will not be held responsible for any damage caused by the maintenance work.

Owner	Signature
<p>Name : _____</p> <p>Surname : _____</p> <p>e-mail : _____</p> <p>Phone number: (_____) _____ - _____</p> <p>Mailing address : _____</p> <p>_____</p>	
<p>Name : _____</p> <p>Surname : _____</p> <p>e-mail : _____</p> <p>Phone number: (_____) _____ - _____</p> <p>Mailing address : _____</p> <p>_____</p>	
<p>Name : _____</p> <p>Surname : _____</p> <p>e-mail : _____</p> <p>Phone number: (_____) _____ - _____</p> <p>Mailing address : _____</p> <p>_____</p>	

### Part 5 - Additional details

Please note that the bylaw requires that this application be received at the municipal office by April 30th of each year.

**Please note that the bylaw provides that the Municipality has full discretion to accept, with or without conditions, or refuse maintenance of a private roadway as defined in the bylaw.**

