# Municipality of Spaniard's Bay

# Property Damage Policy – Seasonal Operations

This version was adopted by the Town Council on

*July 14th, 2026.*

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# Property Damage Policy – Seasonal Operations

The following Regulations have been made by the Town Council of Spaniard's Bay under the provisions of "The Municipalities Act" and were approved on the __14__ day of __July___, 2026.

**Adoption by Council**

These Property Damage Policies for the Municipality of Spaniard's Bay have been approved and now adopted during a sitting of the Council on the _14_ day of __July__, 2026.

Tammy Oliver
Mayor (print name)

Vanessa Higgins
Witness (print name)

Mayor (signature)

Vanessa Higgins
Witness (signature)

**INTERPRETATIONS:** In these policies and regulations, unless the context otherwise requires:

A. "ACT" means The Municipalities Act.

B. "COUNCIL" means the Town Council of Spaniards Bay.

C. "TOWN" means the Town of Spaniard's Bay as defined by Order-in-Council dated the 8th day of June 1965 and made under the provisions of the said Act.

D. "ERECT" includes alter, construct, reconstruct, plant, place, relocate and any work preparatory to erection and "erection" has a corresponding meaning.

E. "PROPERTY" includes any privately owned real or personal property that may be affected by municipal operations or activities. This includes, but is not limited to, land, buildings, fences, retaining walls, landscaping, lawns, trees, shrubs, driveways, walkways, mailboxes, signs, and any other temporary improvements located on private property.

F. "FENCE" includes railing, wall, line of posts, wire, gate, boards, concrete, rock, stone or other similar substances used to separate or divide any parcel of land or part thereof from any other parcel of land or part thereof, immediately adjacent thereto or to establish a property boundary.

G. "GARBAGE BOX" includes any privately owned container, enclosure, bin, stand, storage structure, or similar device used for the temporary storage or

placement of household waste, recycling, or organic materials for municipal collection.

H. "DEBRIS" means any natural or man-made material, object, or accumulation that may be displaced, deposited, or generated during municipal operations. This includes, but is not limited to, snow, ice, gravel, sand, soil, rocks, branches, brush, leaves, and other loose materials that may impact or accumulate on private property.

I. "SNOW CLEARING" means all municipal winter maintenance activities undertaken to maintain the safe and efficient use of public roads, streets, parking areas, and other municipal infrastructure. Snow Clearing includes, but is not limited to, snow ploughing, snow blowing, snow removal, winging back snowbanks, sanding, salting, ice control, snow hauling, and any other activities associated with winter road maintenance performed by the Town or its employees, and/or authorized contractors.

J. "ROAD" includes any main road or side road within the Town of Spaniards Bay.

K. "EQUIPMENT" includes any equipment owned and/or operated by the Town and its employees.

1. A person shall not erect and/or commence erection of a fence and/or extend and/or repair an existing fence unless the location and building plans of said fence is approved by the Council and a General Repair Permit for the erection and/or repair and/or extension of the fence has been issued by Council.

2. No fence shall be permitted to be erected that obscures a clear view of street intersections, pedestrian pathways, driveways or other points of access or egress of vehicles or pedestrian traffic.

3. Where a fence has been erected or erection of a fence has commenced or an existing fence is repaired or an extension has been added, without a permit from the Council; the Council may order the property owner or builder to stop construction immediately.

4. The Town of Spaniard's Bay shall not be responsible or liable for any damage to, destruction of, or loss associated with a fence, garbage box, structure, or appurtenance erected, installed, or maintained on private property within twenty (20) feet from the centre line of the travelled portion of a main roadway, or within fifteen (15) feet of the travelled portion of a side roadway.

5. The Town of Spaniard's Bay shall not be liable for any damage to, or loss of, such fences and/or garbage boxes and/or landscaping resulting from routine municipal operations, including but not limited to snow clearing, road maintenance, ditching, grading, or other authorized public works activities where a fence and/or garbage box and/or landscaping is placed within these setback areas, the property owner assumes responsibility unless negligence on the Town employees and/or equipment can be established. (See Reg. 4 for setback limits).

6. The Town of Spaniard's Bay shall not be responsible for the repair, replacement, or compensation of fences and/or garbage boxes that experience normal wear and tear, deterioration due to age, weather-related impacts, or other conditions that occur through ordinary use and environmental exposure, including but not limited to; snow pile-up from snow clearing.

7. Compensation for the damage of a fence and/or garbage box will only be considered by the Council where it can be clearly demonstrated, through sufficient evidence, that the damage was directly caused by the negligent actions or omissions of Town employees and/or Town equipment while carrying out authorized municipal duties.

8. The Town shall make reasonable efforts to minimize the deposit of debris on private property during municipal and seasonal operations. Where debris is determined by the Town to have been directly caused by municipal operations and is considered excessive or beyond what is reasonably expected

from normal maintenance activities, the Town, at Councils discretion, may undertake or authorize the removal of such debris within a reasonable timeframe.

9. The Town shall not be responsible for the removal of naturally occurring materials or minor accumulations on private property resulting from normal municipal operations, including but not limited to, snow, ice, gravel, sand, salt, dust, or leaves, where such accumulations are incidental and unavoidable. Property owners remain responsible for the routine maintenance and clean-up of their private property unless otherwise approved by the Council.

10. Any request for debris clean-up shall be reported to the Town as soon as reasonably possible and may be subject to inspection to determine the cause, extent, and responsibility for the debris before any corrective action is taken.

**The Town recognizes that snow clearing operations are essential to maintaining safe and accessible public and/or side roads during the winter season. Municipal employees and/or contractors shall exercise reasonable care to avoid unnecessary damage to private property while carrying out snow clearing operations.**

11. Property owners are responsible for ensuring that fences, landscaping, garbage boxes, mailboxes, decorative features, and other structures located adjacent to municipal roads are installed outside of the municipal setbacks and are clearly visible during winter and/or seasonal conditions. (See Reg. 4 for setback limits).

12. The Town shall not be responsible for any damage to private property that is located within the setbacks, that includes but is not limited to, obstruction due to snow, weight of snow and/or snow pile up, or anything that otherwise creates an unavoidable hazard during normal snow clearing operations.

13. Where damage to private property, outside the setbacks, is alleged to have resulted from municipal negligence, the Town and/or Council may inspect the site and investigate the circumstances before determining whether repair, replacement, or compensation is warranted. Damage resulting from normal snow displacement, reduced visibility, severe weather conditions, or the reasonable operation of municipal snow clearing equipment shall not constitute municipal liability.

14. Where practical and safe to do so, municipal operators shall take reasonable precautions when working in close proximity to private property.

15. Any damages believed to be negligent actions of the Town employees and/or Town equipment must be reported to the office **in writing, with proof** immediately if possible and no later than 30 days.

You may also use the Damage Claim Form provided on our website in lieu of writing a formal letter. Please note that when providing photos; you must include a photo of your property **before** said damage has occurred and **after** said damage has occurred.

# DAMAGE CLAIM FORM

All claims for damages must be made in writing to the Town Office within thirty (30) days of the damage occurring, otherwise the claim will not be honored. The following information is required:

Submitted by: _____

Street Address: _____

Telephone #: _____

1. Time and Date that the damage occurred:

   Date: _____ Time: _____

2. Type of Equipment that caused the damage:

   _____

3. Name of Company who owns the equipment (Companies outside of the Town of Spaniards Bay):

   _____

4. Type of damage (please include photos of property **before and after** damage occurred):

   _____

Signature: _____

Date Received at Town Office: _____

Received By: _____