

THE CORPORATION OF THE COUNTY OF LAMBTON

BY-LAW NO 13 OF 2008

"A By-Law to Set down Requirements under which Pipelines, Related Plant and Appurtenances may be Constructed, Reconstructed or Altered Under, Along or Across Lambton County Road Allowances"

WHEREAS permission of The Corporation of the County of Lambton (hereinafter, "County") is from time to time sought to construct, reconstruct or alter pipelines under, along or across road allowances in the County of Lambton;

AND WHEREAS it is deemed desirable that such pipelines be constructed to a standard acceptable to the County;

AND WHEREAS the County wishes to recover its costs associated with the process of receiving and processing applications for the construction, reconstruction or alteration of lines, either during the period of construction or in subsequent times;

NOW THEREFORE the Council of The Corporation of the County of Lambton enacts as follows:

1. DEFINITIONS

Terms used herein shall have the definition set out below:

- a) "Applicant" means the owner of the pipeline, conduit, wire, cable, or other encroachment, encroaching on a County Road.
- b) "Application" means a written application for a Pipeline Agreement.
- c) "Application Fee" means the fee to be rendered by the Applicant upon submission of an Application to the County.
- d) "County Road" means those common and public highways and roads under the jurisdiction of the County and shall include not only the traveled portion of the highway and road but also the appurtenant boulevards,

ditches, driveways, sidewalks, and sodded areas forming part of the road allowance.

- e) "Manager, Public Works" means the senior individual employed by the County with responsibilities for highways and roads within the Municipality or such other person as may from time to time be designated by the Manager, Public Works or by County Council.
 - f) "Municipality" means and includes the territorial limits under and subject to the jurisdiction of the County.
 - g) "Pipeline" means anything man-made that encroaches on a County Road whether below, at, or above the land surface and includes temporary and permanent works and all related plant and appurtenances.
 - h) "Pipeline Agreement" means the written agreement between an Applicant and the County setting out the terms and conditions for the erection, construction, reconstruction, removal or alteration of a Pipeline on any County Road.
 - i) "Road Use Fee" means the fee payable by the Owner pursuant to a Pipeline Agreement.
 - j) "Security Deposit" means a refundable fee provided to and held by the County until the work stipulated in a Pipeline Agreement is completed to the entire satisfaction of the Manager, Public Works.
2. Permission to erect, construct, reconstruct, remove or in any way alter any Pipeline under, along or across any County Road may be granted to an Applicant each time such erection, construction, reconstruction, removal or alteration is required, on recommendation of the Manager, Public Works or their designate, subject to the following conditions.
- a) The Application Fee set out in Schedule A shall be rendered by the Applicant (save and except for local municipalities located within the geographic jurisdiction of the County) to the County as compensation to County for its cost incurred in processing the Application.

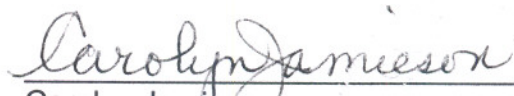
- b) The Applicant, its successors and assigns shall repair the affected County Road, and replace all materials (including, without limitation, sod) moved or removed so as to return the affected County Road and surrounding land in as closely as possible the same condition as that in which it or, where more than one County Road is affected, they were found at the time of commencement of any work undertaken in connection with the said Pipeline construction or reconstruction, and its future maintenance or alteration.
- c) The Applicant shall indemnify and save harmless the County, its officers, employees and council members of and from all claims, demands, loss, costs, charges and expenses of every nature and kind whatsoever which the County may incur, be put to or have to pay in consequence of the authority granted by the County to the Applicant, to lay, maintain and use the said Pipelines.
- d) The location, elevation, construction, characteristics (including without limitation the type, size, and material) and the method of installation of the said Pipeline under, along or across a County Road shall be subject to the written approval of the Manager, Public Works, of the County.
- e) In addition to the processing fee set out in Schedule A, each Applicant (save and except for local municipalities located within the geographic jurisdiction of the County) shall deposit with the County a refundable security deposit by way of a certified cheque or cash in the amount stipulated in Schedule A each time an Application is submitted for a Pipeline Agreement and the Application is approved, as a security deposit. The security deposit shall be forfeited (without interest) to the County until such time as all conditions and disturbances that are found unsatisfactory to the Manager, Public Works, or his/her designate, after completion of such construction, reconstruction or alteration are rectified by the Applicant. The security deposit shall be returned to the Applicant without interest within twelve (12) months of the completion of the said

construction, reconstruction or alteration to the entire satisfaction of the Manager, Public Works.

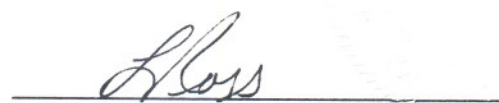
- f) A Pipeline Agreement shall be entered into between the Applicant and the County each time permission is granted to the Applicant to construct, reconstruct or alter a Pipeline on a County Road, setting out the terms and conditions for the constructions, reconstruction or alteration of a Pipeline acceptable to the County as well as confirming that the Applicant is aware of and agrees to the conditions and terms contained in this By-Law.
- g) The term of any Pipeline Agreement shall not exceed five (5) years with the exception of residential and agricultural installations for which the term may be extended indefinitely at the discretion of the Manager, Public Works.
- h) A Road Use Fee in the amount calculated in accordance with Schedule A shall be rendered by the Applicant (save and except for local municipalities located within the geographic jurisdiction of the County) to the County with each Application either in cash or certified cheque as compensation for the hindrance imposed by the Applicant's installation.
- i) Except in cases of actual emergency, at least twenty-four (24) hours' prior notice shall be given by the Applicant to the Manager, Public Works of the County of any work to be undertaken in constructing, maintaining or altering its Pipeline on any County Road.

Upon passing hereof, By-Law 929 of 1971 is hereby repealed.

FINALLY PASSED this 5th day of March, 2008.



Carolyn Jamieson
Deputy Warden



Linda Ross
Clerk

Schedule A – Fees

Application Fees:

The fee is per application, regardless of the number of crossings

Residential/Agricultural \$25.00

Includes minor crossings/encroachments

Such as:

- Water supply lines
- Buried electrical cables

Commercial/Industrial \$200.00

Includes major crossings/encroachments

Such as:

- Gas lines
- Product Lines
- Buried electrical cables

Road use fees:

Each approved installation further hinders the County's ability to efficiently manage its road allowance. As such, the County shall apply a road use fee in accordance with the following schedule. Road use fees shall be in addition to the fees stipulated above.

Crossings (0° skew, ± 10°)

Residential/Agricultural \$200.00

Commercial and Industrial \$1000.00

Roadway encroachments

Commercial and Industrial Pipelines (5 yr term) \$1,500/km/term

Commercial and Industrial Power lines (5 yr term) \$100.00/pole/term

Refundable Security Deposit:

The deposit shall be refunded (without interest) once the restoration has been completed to the satisfaction of the Manager, Public Works and all required deliverables have been received.

Roadway crossings \$1,000.00

Roadway encroachments (along road allowance) \$1,000.00 min
 + \$1,000.00/km

The total construction deposit may be reduced in the case of multiple crossings at the discretion of the Manager, Public Works.

Renewal Fees (if agreement has a fixed term)

Application Fee Current fee at time of renewal

Road Use Fee Current fee at time of renewal