

THE CORPORATION OF THE TOWN OF PLYMPTON-WYOMING

By-law 79-2018

A By-law for regulating the uses of public property in the Town of Plympton-Wyoming,
and that the By-law be known as the '**Streets By-law**'

WHEREAS, PURSUANT to the *Municipal Act*, S.O. 2001, Chapter 25, Section 5, the municipality is given the capacity, rights, powers and privileges to exercise these rights; and

WHEREAS under Section 27, the municipality may pass by-laws in respect of highways and streets for the purpose of regulating certain actions

THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF PLYMPTON-WYOMING ENACTS AS FOLLOWS:

1. DEFINITIONS

"Applicant" means the person receiving written authorization pursuant to the provisions of this By-law;

"Application" means the written authorization pursuant to the provisions of this By-law;

"Bicycle" means any device which has two tandem wheels and is propelled by human power and upon which a person may ride and includes a tricycle having a wheel or wheels of more than 60 cm in diameter;

"Boulevard" means any part of the street between the curb or edge of the roadway and the street line, exclusive of the area covered by sidewalk;

"Business" includes all buildings except single family dwelling, duplex, multiple family dwelling including apartment building, rooming or boarding house, rural residence or semi-detached dwelling;

"Clerk" means the Town Clerk as appointed from time to time by the Council of the Town of Plympton-Wyoming, or his or her representative;

"Commercial driveway" means any and all driveways except residential driveways;

"Completion of a building" occurs when the building is ready for use or is being used for the purpose intended;

"Corporation" means the Corporation of the Town of Plympton-Wyoming

"Council" means the Municipal Council of the Corporation of the Town of Plympton-Wyoming

"Driveway" means any area installed, used or maintained **by private property owner or resident** on a street as a means of a vehicular access between the roadway and the property abutting the street;

"Frontage" means the length of the common boundary between the privately owned land and the street on any one street;

"GRVW" means Gross Registered Vehicle Weight

"May" shall be construed as permissive;

"Motor vehicle" includes an automobile, motorcycle, motor assisted bicycle unless otherwise indicated in the Ontario Highway Traffic Act and any other vehicle propelled or driven otherwise than by muscular power but does not include the cars of electric or steam railways or other vehicle, traction machine, farm tractor, self-propelled implement of husbandry or road-building machine within the meaning of the Ontario Highway Traffic Act;

"Owner" includes any person, body corporate or politic, co-partnership, unincorporated body or association and their heirs, executors, administrators or other legal representative of a person to whom the context can apply according to the law and means the owner of the land abutting on a street;

"OTM Book 7" refers to Ontario Traffic Manual - Book 7 Temporary Conditions

"Park" means any piece of public property laid out and maintained for the enjoyment, health and well-being of the public and normally open to everyone without charge;

"Pedestrian" means any person on foot and shall include a person in a baby carriage or wheelchair;

"Permit" means the written authorization pursuant to the provisions of this By-law;

"Permit holder" means the person receiving written authorization pursuant to the provisions of this By-law;

"Person" includes a corporation and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law as defined in the Interpretations Act, R.S.O. 1990, Chapter I.11, as amended;

"Play vehicle" means any coaster, roller skate, skateboard, ski, scooter or any other device propelled by muscular power and used for recreational purposes, but does not include a bicycle;

"Public property" means any land owned by the Town or other lands under the jurisdiction of the Town;

"Public utility" means any water works, sewer works, gas works, electric heat, light and power works, cablevision, telegraph and telephone lines, railways however operated and works for the transmission of gas, oil, sewerage, water or electrical power or energy or any similar works supplying the general public with necessities or conveniences;

"Residential driveway" means any area installed, used or maintained on a street which provides immediate vehicular access to the roadway from a parking space on private property;

"Roadway" means the part of the street that is improved, designed or ordinarily used by vehicular traffic but does not include the shoulder and where a street includes two or more separate roadways. The term "roadway" refers to any one separately and not all of the roadway collectively;

"Rubbish" means any material rejected or thrown away as worthless or useless;

"Serve notice" means personal delivery or by prepaid registered mail to the owner at the address shown on the Assessment Rolls of the Town;

"Shall" may be construed as imperative;

"Shoulder" means that part of the street adjoining the travelled portion of the roadway and having a surface which has been improved with asphalt, concrete or gravel;

"Sidewalk" means all such parts of a street or walkway installed, used and maintained on public property that are set aside by the town for the use of pedestrians or used by the general public for the passage of pedestrians;

"Site plan agreement" means an agreement entered into with respect to a by-law passed pursuant to Section 41 of the Planning Act, R.S.O. 1990 Chapter P.13;

"Standard specifications" means a set of standardized specifications as approved by the Corporations or any other specifications which the town chooses to follow such as but not limited to Ontario Provincial Standards, City of Sarnia Standard Specification or City of London Standard Specifications.

"Street" means the entire right-of-way of a common and public highway which includes but is not limited to alleys, avenues, bridges, boulevards, circles, courts, crescents, drives, driveways, lanes, parkways, paths, places, roads, squares, streets, terraces, trestles and viaducts;

"Street line" means the line forming a common boundary between private property and the street;

"Town" means the Director of Public Works or their representative.

"Utility" shall include but not be limited to any conduit, pipe or wire whether overhead or underground; pavement, connection box, counter, curb hand hole, hydrant, manhole, monitor, regulator, sidewalk, transformer, valve, utility pole or light standard and their anchors'

"Vehicle" includes a motor vehicle, trailer, traction engine, farm tractor, road-building machine and any vehicle drawn, propelled or driven by any kind of power including muscular power but does not include a motorized snow vehicle or the cars of electric or steam railways running only upon rails or play vehicle;

"Vehicle trip end" means the arrival or departure of a vehicle from a given site or parking area;

"Walkway" means any land set aside by the Town for the use of pedestrians, bicycles, play vehicles or utilities or used by the general public for the passage of pedestrians, bicycles or play vehicles;

Words importing the singular number or the masculine gender only shall include more persons, parties or things of the same kind than one and females as well as males and the converse;

Words interpreted in the singular number shall have a corresponding meaning when used in the plural.

2. CUMULATIVE EFFECT

The various prohibitions of this By-law are cumulative and not mutually self-exclusive.

3. SEVERABILITY

It is declared that if any section, subsection, part or parts thereof be declared by any Court of Law to be bad, illegal, or ultra vires, such section, subsection, part or parts shall be deemed to be severable and all parts hereof to be separate and independent and enacted as such.

4. PROHIBITIONS

- (1) No person shall distribute any advertisement, announcement, handbill, notice, paper or poster by any means including but not limited to; dropping, handing, posting, throwing or scattering upon any street, park, other public property or utility.
 - i) No person shall willfully pull down or deface any signboard or notice which has been lawfully affixed on a street, park or other public property while such notice is in force.
 - ii) No person shall place or cause to be placed or distributed any advertisement, announcement, handbill, flyer, notice, paper or poster on any vehicle parked on public property. Public property does not include streets or roadways as defined in Section 1 of this by-law.
- (2) No person shall blow, rake, sweep, throw or deposit any animal carcass, ashes, dirt, filth, leaves or rubbish on any street, park or other public property.
- (3) No person shall encumber, encroach or fill a street, park, or other public property using a vehicle, animal or any other means.
- (4) No person shall discharge or cause to be discharged any water from a water spout, conductor pipe or other similar device upon any street, park or other public property in such a manner as to cause flooding, property damage or a hazard.
 - i) Any water spout, conductor pipe or other similar device which contravenes the provisions of this By-law shall be removed within thirty (30) days when served notice requesting such removal.
 - ii) Any water spout, conductor pipe or otherwise that has not been removed, may be removed at the cost and expense of the owner.
- (5) No person shall erect or place, cause to be erected or placed or maintained including but not limited to any building, fence, hedge, movable trap or door, private walk with step, porch, sign, ramp, shrub, step or other entrance to a structure or other obstruction on, over, projecting into or under any street, park or other public property.
 - i) Any encroachment is the sole risk and responsibility of the owner who shall remove said encroachment within ten (10) days when served notice by the Town. The owner may apply to the Town to enter in to an Encroachment Agreement with the Corporation as outlined in Schedule 4.

- ii) Any object not removed as directed by the Town may be removed at the cost and expense of the owner.
 - iii) In the event of an emergency, the Town may remove the offending object without notice or compensation and place it neatly on the abutting property where possible, the cost and expense of an emergency removal is the responsibility of the owner.
- (6) No person shall park or cause a vehicle to be parked that obstructs a roadway or sidewalk.
- (7) No person shall cut, deposit, pile, saw, split or throw building or construction materials, coal, cordwood or firewood upon any street, park or other public property except for the purpose of immediately reloading or moving elsewhere, provided the park, public property, roadway or sidewalk is not obstructed during the operation and the safety of pedestrians and vehicles is not compromised.
 - i) The owner of these materials shall be responsible for any costs and expenses incurred to remove the material if required.
- (8) No person shall operate a vehicle or other implement on a street that will mar the surface or weaken the structural integrity of the street.
- (9) No person shall deposit or cause to be deposited any material or liquid on a roadway or sidewalk that would cause them to be hazardous and endanger the safety of pedestrians or vehicles.
 - i) Any person responsible for such a condition shall return the roadway or sidewalk to a safe condition at their cost and expense.
 - ii) If the hazardous condition is not rectified, the Town may serve notice on the person responsible to remove the hazard immediately.
 - iii) Hazards not removed as directed by the Town shall be removed at the cost and expense of the person.
- (10) No person shall farm or plant vegetation within the street in such a manner that damages/alters public infrastructure or cause an unsafe situation for the public or the Corporation's staff. This includes any and all farming operations.
- (11) No person, firm or corporation shall do any work on the street within the boundaries of the Town of Plympton-Wyoming without first obtaining the consent of the Town. Such person shall be responsible for completing the work in accordance and conformance with the conditions and provisions of the Town's consent as outlined in Section 10 and Schedule 2 of this By-Law.
- (12) No person shall operate a motor vehicle or motorized snow vehicle on any turfed area, bicycle path, sidewalk, ski trail, walkway in a boulevard, park or other public property except those areas designated as a parking lot or access road.

5. LOAD RESTRICTIONS

- (1) No person shall move or transport a vehicle, load, object or structure in excess of the size and weight limits prescribed by the Highway Traffic Act, other Acts or Municipal By-laws on or across any street without obtaining a Moving/Oversize/Overweight Load Application from the Town.
- (2) The Moving/Oversize/Overweight Load Application shall have the conditions and regulations attached thereto along with any special conditions required to protect the street or public utility being crossed by such vehicle, object or structure.
- (3) The Moving/Oversize/Overweight Load Applications outlined in Schedule 3.

6. POLES, POSTS, OR WALLS

- (1) No person shall erect, cause to be erected or maintain a pillar, pole, post, sign or other erection including those intended to carry any of the following but not limited to cablevision, electric power, gas, mail or telephone wires without the written permission of the Town in any street, park or other public property.

- (2) No person shall damage, deface, disfigure or injure any fence, monument, pole, post, railing, sign, tree, vegetation, wall or other property on a street, park or other public property.

7. FENCES, HEDGES, SHRUBS AND TREES

- (1) No person shall place, cause to be placed or maintain a fence, hedge, shrub,
- i) No person shall place, cause to be placed or maintain a fence, hedge, shrub or tree within fifty (50) centimeters of the street line or be placed in a location which will obstruct the view of a driver or pedestrian.
- (2) No person shall cut down, remove or trim any tree on a street, park or other public property.
- i) The Town may authorize the cutting down or trimming of any tree which they consider to be a nuisance or affects the safe passage of pedestrians or vehicles in a street, park or other public property or endangers, interferes or threatens to damage a public utility in a street, park or other public property, provided he or she serves notice on the adjoining land owner five (5) days prior to the scheduled work.
 - ii) In an emergency, the Town may remove or trim such a tree without notice.
- (3) No person shall bark, break, climb, cut, deface, injure, root up or otherwise destroy or damage any tree or any part thereof or climb, cut damage, deface, injure or remove any box, casing or support surrounding any tree in a street, park or other public property.
- (4) No person shall fasten an animal by a leash to any tree, box, casing, meter, sign, support or utility in a street, park or other public property.
- i) No person shall fasten an animal by a leash on private property such that the animal threatens the safety of the public in a street, park or other public property.
 - ii) No person shall fasten a rope, chain, or wire to any tree, box, casing meter, sign, support or utility on a street, park or other public property for the purpose of redirecting pedestrian or vehicular traffic.
- (5) The Town of Plympton-Wyoming will not be responsible for any unauthorized private installations such as: fences, flower beds, trees, retaining walls, private parking on shoulder of road that may have to be removed because of safety hazard or damaged/removed during road, water main, or sewer construction or repair.

8. CARE OF THE STREET

- (1) No person shall alter, break, excavate, remove or otherwise change, damage, disrupt or modify any part of a street, park or other public property without permission of the Town.
- (2) No person shall park or cause a vehicle to be parked on a boulevard.
- (3) No person shall spill or track any substance onto a street.
- i) The cleanup and restoration of the street to its original condition or better will be at the person's cost and expense.
- (4) No person shall deliver or remove, cause to be delivered or removed any material from a building being altered, demolished, erected or repaired without using established entrances and crossings. Adequate protection to prevent damage to any street or public utility must also be provided.
- i) No person shall make application for a building permit or for any other construction operation without making a deposit of \$1000.00 pursuant to By-Law 46 of 2014 "Being a by-law respecting Construction, Demolition and Change of Use Permit and Inspection within the Town of Plympton Wyoming" for "damages to any municipal road or property and encouragement to finish the project in a timely fashion".
- (5) The private property owners shall be responsible for the care and maintenance of the boulevards and alleyways adjacent to their property.

- (6) The Town strives to maintain all rural roadside ditches to existing levels of service by mowing them a least twice a year.
- (7) If the adjacent property owner is unable to maintain an alleyway or boulevard, the property owner can submit a request for relief in writing to the Corporation.
- (8) Alleyways are subject to all of the provision of this By-law and are considered the same as a street.
- (9) The private property owners shall be responsible for the care and maintenance of their driveway as well as any private walkways leading to or connecting to the public roadway or sidewalk.

9. TEMPOARY CLOSING OF A ROADWAY

- (1) A request to close a roadway shall be made to the Town at least forty eight (48) hours prior to the intended commencement of the desired work. The Corporation forces shall be exempt from this section.
 - i) The applicant for a roadway closing shall provide and maintain, at his cost, an acceptable route detour including directional signage for through traffic and a suitable bypass for all local property owners or occupants who cannot reach their property by any other means.
 - ii) The applicant shall install and maintain barricades, signs and lighting in accordance with OTM Book 7.
 - iii) The applicant shall ensure that garbage collection can be undertaken on the regular pickup day during the construction period.

10. CORPORATION FORCES TO ADMINISTER AND INSPECT ALL CONNECTIONS TO CORPORATION INFRASTRUCUTRE

- (1) All connections to Corporation infrastructure shall be made by completing a Service Installation Application with the Corporation, (as attached in Schedule 1).
- (2) A minimum of twenty working days' notice shall be given to the Town before connections can be completed.
- (3) The applicant is responsible for all costs associated with the installation of the requested connection as well as all fees and deposits outlined in Service Installation Application, (as attached in Schedule 1).
- (4) The Town will determine the Installation Fee by releasing a request for quotation to a group of preapproved contractor to install the requested services. Any third party engineering fees required to facilitate the request will be included in the total installation fee.
- (5) The Corporation authorizes the Town to execute an agreement in the form of the Service Installation Application, (as attached in Schedule 1), with the property owner/applicant to facilitate the installation of the requested services.
- (6) All necessary construction and restoration shall be done in accordance with the Corporation's Standard Specifications.
- (7) The location, elevation and method of construction of all services across the street shall be subject to the approval of the Town.
- (8) Upon completion of the said installation, the applicant shall repair the road and the roadside to the pre-construction condition.
- (9) The appropriate Servicing Installation Application as shown in Schedule 1 must be completed for all connections and services. Please refer to the Water Works By-law and the Sewer Construction By-law for further details.

11. EXCAVATION, OCCUPATION OR MODIFICATION OF THE STREET

- (1) No person shall excavate a street without first completing a Street Excavation/Occupation/Modification Application, Schedule 2.
- (2) The applicant shall provide a sketch showing location and area to be affected by the proposed work.
- (3) The application fee shall be paid pursuant to Schedule 2.
- (4) The applicant shall comply with all Federal, Provincial and Municipal laws and regulations including but not limited to the Workers' Compensation Act, Ontario Provincial Occupational Health and Safety Act, Accessibility for Ontarians with Disabilities Act and OTM Book 7.
- (5) The applicant shall be served notice by the Town for failure to install and maintain the required barricades, lights, safety devices or signs.
 - i) Failure to set up as per the current and accepted edition OTM Book 7 may result in construction delays or shut down by the Town.
- (6) The Town may install barricades, lights, safety devices or signs at the cost and expense of the permit holder when he fails to comply with the notice.
- (7) The applicant shall be responsible for maintaining liability and property damage insurance acceptable to the Town pursuant to Schedule 3 against loss or damage resulting from bodily injury to or death of one or more persons and loss of, or damage to property and such policy shall name the Town as an additional insured thereunder and shall protect the Town against all claims for all damage to any property of the Town or any other public or private property resulting from or arising out of any act or omission on the part of the person during the execution of the contract and the person shall forward with his application for a permit with a certified copy of the policy or certificate thereof as the Town may direct.
- (8) The applicant shall cleanup, repair or restore the entire work area in accordance with the Town's policies, by-laws and standards specifications.
- (9) The applicant shall make good any settlement or consolidation resulting from the excavation or work and guarantee the restoration of the work area for one year from the date the completed work is inspected and accepted by the Town.
- (10) The site shall be inspected at the beginning and end of the guaranteed maintenance period and any deficiencies shall be rectified by the applicant.
- (11) When the cleanup, repair or restoration of the excavation or work area is not done as directed, the Town may have the work carried out at the cost and expense of the applicant, and recovered pursuant to Section 17

12. INSTALLATION OF PUBLIC UTILITY INFRASTRUCTURE IN THE STREET

- (1) Municipal Consent Application (MC) is required to authorize a utility company to install their infrastructure in a specific location within the corporation's streets. Please see Schedule 5 for details.
- (2) The Town has standard alignments and corridors to avoid conflicts in the planning of projects occupying the corporation's streets and to minimize the impact of proposed work on the adjacent infrastructure. The Town reserves the right to specify the location of any and all utilities installed within the street.
- (3) A MC is only issued to utility companies, commissions, agencies and private applicant who have the authority to construct, operate and maintain their infrastructure within the street as established through legislation or agreement.
- (4) All utility work, with a few exceptions, within the corporation's streets requires a Street Excavation/Occupation/Modification Application as per Schedule 2. Exceptions will only be provided in the case of an emergency. A Street Excavation/Occupation/Modification Application for utility works will not be granted until the MC is approved by the Town

13. CULVERTS, DITCHES, GUTTERS AND SWALES

- (1) No person shall fill or obstruct any culvert ditch, gutter, or swale on any street, park, water course, drain or other public property.
- (2) Where there is a deep roadside ditch, the adjacent property owner may want to enclose the ditch to improve the property appearance if approved by the Town. The following condition will apply:
 - i) The owner would be responsible for 100% of the cost of work including labour, equipment materials and maintenance.
 - ii) All work must be carried out in accordance with Section 10 and Schedule 2 of this By-Law.
 - iii) The enclosed roadside ditch will be considered a private drainage system and therefore will require the property owner to enter into an Encroachment Agreement with the Corporation as outlined in Schedule 4.
 - iv) Ditch enclosures are to be installed as per Corporation Standard Specification or as directed by the Town.
- (3) No person shall block any culvert, ditch, gutter or swale in a manner which results in flooding or standing water causing a hazard or endanger the safety of property, pedestrians or vehicles.
 - i) Any person responsible for such a condition shall return the culvert, ditch, gutter or swale to a safe condition at their cost and expense.
 - ii) If the hazardous condition is not rectified, the Town may serve notice on the person responsible to remove the blockage immediately.
 - iii) Blockages not removed as directed by the Town shall be removed at the cost and expense of the person, see Section 17 for details.

14. ICE AND SNOW

- (1) No person shall deposit or cause to be deposited ice or snow on a roadway or sidewalk.
- (2) No person shall deposit or cause to be deposited ice or snow on a boulevard that is not adjoining their property, **including but not limited to snow pushed or deposited across a street.**
- (3) No person shall deposit or cause to be deposited ice or snow on a boulevard that obstructs the line of sight of a driver or pedestrian.
- (4) No person shall deposit or cause to be deposited ice or snow from private property onto any portion of the street.
 - i) **Only snow from the roadway and sidewalks can be deposited within the street. When possible, snow shall be divided evenly on both sides of the driveway.**
 - ii) **No snow shall be deposited on or against a fire hydrant restricting its access or presence.**
- (5) The Town may direct that ice and snow deposited in contravention of this By-law be removed immediately. Ice and snow not removed as directed by the Town may be removed at the owner's cost and expense, pursuant to Section 17.
- (6) The Corporation WILL NOT replace or repair any driveway markers, lights, posts, curbs, retaining structures (including walls), signs, etc, damaged by Town equipment, including fly-snow, slush, gravel, etc., which have been installed or erected within the street.
- (7) No person shall remove or cause to be removed any deicer or abrasive applied to any sidewalk or paved boulevard by the Town to combat hazardous winter conditions.

- i) The Town may direct the person responsible for the removal to replace any deicers or abrasives at his cost and expense.
- ii) Deicers and abrasives not replaced as directed by the Town may be placed at the cost and expense of the person responsible for their removal.

15. ACCESS CONTROL

- (1) No person shall establish, construct, relocate or widen a driveway or use any part of the boulevard or sidewalk for the purpose of a driveway without first completing a Street Excavation/Occupation/Modification Application, (see Schedule 2), or entering into an agreement with the corporation.
- (2) No person shall pave over or cause to be paved over any sidewalk when establishing, constructing, paving, relocating or widening a driveway.
- (3) The number of driveways shall be limited to one driveway per property unless otherwise permitted by the Town or approved by entering into an agreement with the Corporation.
- (4) The owner shall remove any driveway which becomes superfluous or contravenes this By-law at their own cost and expense, pursuant to Section 17.
- (5) Every person who closes a driveway or who is required to close a driveway shall reinstate the ditch, boulevard, curb, roadway and sidewalk at their own cost and expense to meet the conditions, policies and standards of the Town.
- (6) The Town may reinstate, restore or reconstruct any driveway where the owner fails to abide by the Town's policies, standards or by-laws at the cost and expense of the owner.
- (7) No person shall alter or construct a driveway that interferes with a utility or endangers the safety of the public.
 - i) A person may arrange with the public utility for an adjustment or relocation of the utility or modify the driveway design to eliminate the conflict.
 - ii) Any cost or expense associated with the adjustment or relocation shall be borne by the applicant.
- (8) Every person requiring a high volume access driveway or access to a loading area that is required under the Zoning By-law shall provide an area on private property for all vehicles to turn around and ingress and egress in a forward direction.
- (9) Any new driveways or widening of existing driveways requiring a curb cut must have prior approval from the Town and only cut by an approved contractor using an appropriate curb cutting machine.
- (10) Any curb cuts not approved by the Town and/or carried out by anyone other than an approved contractor could result in restorative cost recovery from the owner, pursuant to Section 17.
- (11) All driveways, including the portion within the road allowance, are to be constructed and maintained by the adjacent property owners at their cost.
- (12) Any driveway affected by road/street reconstruction/paving will be adjusted by the Town at no cost to the property owner to the pre-construction condition, or better.
- (13) Paving of private driveways within a road allowance is permitted provided that the paving material and driveway elevation is approved by the Town.
- (14) The Town is not responsible for a driveway's pavement damage that may be caused during snow removal operations.
- (15) The Town has the right to prohibit driveway construction in a proposed location if it may create a safety hazard for motorists or pedestrians
- (16) Where a driveway or entrance exists or is to be installed in an rural area where a roadside ditch is present the following conditions and specification apply:

- i) The owner of any lands requiring a private driveway and/or walkway leading to a public highway which has a surface drainage system and which is located in the Town of Plympton-Wyoming shall be responsible for the installation of an approved culvert material as specified by the Town. The owner shall also be responsible to ensure that such culvert shall be installed before any building construction occurs on the property.
- ii) All entrance culverts shall be installed by a qualified contractor approved by the Town, and shall comply with but not limited to the Corporation's Standard Specification and the following conditions:
 - a) Be of an approved material.
 - b) Have a minimum diameter of 450mm
 - c) Have a minimum length of 9 meters excepting walkway culverts which shall have a minimum length of 2 meters
 - d) Laid to a designated line and grade, to provide positive drainage
 - e) Be surrounded by a minimum of 150mm compacted granular material.
- iii) Before any work commences to install an entrance culvert, the owner or agent shall complete a Service Installation Application as outlined in Section 10 and Schedule 2.
- iv) The total cost of the entrance culvert installation including material, labour, overhead, and any other applicable charges to such work, shall be paid by the owner of the land.
- v) Where any relocation or replacement of an existing culvert is required due to road construction, the corporation shall carry out the required works at the municipality's expense.
- vi) If a result of road reconstruction there is a need for the entrance culvert, the Town will install one entrance per one registered lot at no cost to the landowner. Should the property be divided by an open ditch drain, the Town will provide a second access at no cost to the landowner.
- vii) Where any relocation, replacement or extension of an existing culvert is required by the owner, the owner shall pay for the total cost of the required works and will carry out the works in accordance with the requirements of this by-law and the Town.
- viii) Where any replacement of an existing culvert is required due to deteriorated condition, the owner shall pay all cost.
- ix) The Town shall maintain flow through driveway culverts where the same are in good conditions. Culverts which have been damaged to such an extent as to prevent such flow shall be repaired or replaced at the owner's cost. In the event that the owner does not make arrangements with the Town for the work within 10 working days on receipt of notification from the Town of the necessity of such work, the Town may remove the culvert in order to maintain drainage.

16. RURAL MAILBOX LOCATION AND CONSIDERATIONS

- (1) The Town of Plympton-Wyoming will repair or replace mailbox installation that has been physically damaged by direct contact with the snow removal equipment provided that the installation conforms to the installation standards. The cost of the mailbox and the post shall not exceed the amount of \$200.00. The Town will not repair/replace mailboxes damaged by flying snow or slush.
- (2) Mailboxes will be removed by the Town's Public Works Department when road reconstruction necessitates. The Town will be responsible for the re-installation of the mailboxes when construction work has been completed.

- (3) The Town of Plympton-Wyoming accepts no responsibility for mailboxes that are damaged by the third party.
- (4) Mailboxes erected within a road allowance are, in point of law, encroaching thereon and may render the owner liable and subject to legal action should such an installation be the cause of any loss, damage or injury to others, including the Town and its equipment.
- (5) The placing of individual rural mail boxes on a street is governed by the Regulations for Rural Mail Delivery as provided by the Postmaster General of Canada and must be installed as per the guidelines set out in Schedule 5 of this by-law.
- (6) The establishing of a location for a group mailbox, Canada Post and the Town must agree on the location.

17. EXEMPTIONS FOR EMERGENCY AND MAINTENANCE VEHICLES

- (1) An ambulance, fire, police or other emergency vehicle responding to an emergency shall be exempt from Sections 4.(6) and 12.
- (2) A vehicle engaged in the construction or maintenance of a utility for or on behalf of a public utility shall be exempt from sections 4.(6) and 12.
- (3) A vehicle engaged in the construction or maintenance of a utility for or on behalf of the Town shall be exempt from sections 4.(6), 12 and 14.(2).

18. COLLECTION OF DEPOSITS, EXPENSES, AND FEES

- (1) The Town shall collect all deposits, expenses and fees required under this By-law.
- (2) The Town shall invoice the depositor for any and all costs and expenses incurred for work done on his behalf when the depositor neglects to abide by the terms of this By-law.
 - i) The Town shall invoice a person directly for any and all costs and expenses incurred for work done on his behalf when the depositor neglects to abide by the terms of this by-law.
 - ii) Any person who willfully contravenes any provision of this by-law will be held responsible for all damages and costs arising from the contravention and will be invoiced accordingly. If the invoice is not paid within the time allowed by current Corporation policies and by-laws penalty, and interest will be applied and the outstanding balance will be transferred to property taxes at year end.
- (3) Any deposit held by the Town may be used to reduce the amount of an invoice issued to recover the cost and expenses incurred by the Town for work required under this By-law.
- (4) Any expense incurred by the Town to do work required under this By-law because of default by the owner may be levied against the owner and recovered in like manner as municipal taxes.
- (5) New permits will not be issued until the outstanding invoices have been paid and the deposit restored to its full amount.
- (6) Where a deposit remains unclaimed for more than six (6) years, the Town shall publish a notice containing a list of such unclaimed monies, including the name of the depositor stating that any person having a claim to any of the monies are required to prove their claim within ninety (90) days from the date of such publication. Any unclaimed monies may be transferred to the general funds of the Town free of and from any claim whatsoever.

19. ADMINISTRATION AND ENFORCEMENT

The Town shall be responsible for the administration and enforcement of this By-law.

20. PENALTIES

Every person who contravenes the provisions of this by-law shall be guilty of an offence and shall be liable to penalties as provided for in the Provincial Offences Act Chapter P.33, R.S.O. 1990.

21. GENERAL PROVISIONS

(1) Headings not part of By-law

The headings in the body of this By-law form no part of the By-law but are inserted for convenience of reference only

(2) Gender and Number

Reference in this By-law to masculine gender includes the feminine, and reference to the singular includes the plural as determined by the context.

(3) Schedules

The schedule(s) attached to this By-law shall form part thereof.

(4) Deviation from Forms

Where a form or words or expressions are prescribed in any schedule to this By-law, deviations therefrom not affecting the substance or calculated to mislead shall not invalidate such forms, words, or expressions or any parking infraction notice in which they appear.

(5) Conflict with Highway Traffic Act

In the event of conflict between the provisions of this By-law and the Highway Traffic Act, the provisions of the Act prevail.

(6) Severability

If any section or sections of this By-law or parts thereof may be found by any court to be illegal or beyond the power of Council to enact, such section or sections or parts thereof shall be deemed to be severable and all other sections or parts of this By-law shall be deemed to be separate and independent therefrom and continue in full force and effect unless and until similarly found and this By-law shall be enacted as such.

(7) This By-law supercedes and replaces any other By-law which through inadvertence, may not have been repealed.

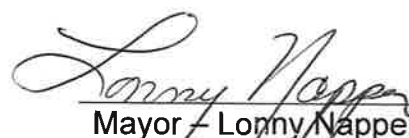
22. VALIDITY


(1) If any section of this By-law is for any reason held to be invalid, the remaining sections shall remain in effect until repealed.

(2) Where a provision of this By-law conflicts with the provisions of another by-law in force in the corporation, the provision of the established the higher standards to protect the health safety and welfare of the general public prevails.

(3) This By-law shall come into force and take effect on its passing.

Read a first and taken as read a second and third time and finally passed this 29th day of August, 2018.


Mayor – Lonny Napper


Clerk – Erin Kwarciak

Streets By-law List of Schedules

1. Servicing Installation Application
2. Street Excavation/Occupation/Modification Application
3. Encroachment Agreement
4. Moving/Oversize/Overweight Application
5. Municipal Consent Application
6. Rural Mail Box Installation Guidelines



PUBLIC WORKS DEPARTMENT
546 Niagara St, P.O Box 250
Wyoming, ON N0N 1T0

Telephone: 519-845-3939
Fax: 519-845-0597
Toll-Free: 1-877-313-3939

SCHEDULE 1

for The Sewer Construction By-Law, The Water Works By-Law and Streets By-Law
Service Installation Application

Name and Phone Number
of Property Owner:

(please print)

Address of Property
to be Serviced:

Date of Request:

Received by:

(Office Staff)

The Property Owner acknowledges and accepts that the following fees and deposits shall apply:

Installation Fee

(*quoted or estimated cost of installing the services without HST*): \$

Net HST

(1.76% on installation fee): \$

Culvert Installation Fee

(**Standard Fee \$3300.00 ☐ or included in installation Fee ☐ \$

Administration Fee

(10% of the installation and or culvert fee up to \$500.00): \$

Inspection Fee

(***\$55.00 per service***): \$

HST

(13% on administration, inspection, culvert fees): \$

TOTAL

(amount to be deposited by owner) : \$

Installation fee is based on the results of a Request for Quotation released by the Corporation to provide the requested services or as estimated by the Town. The property owner will be reimbursed appropriately if the final construction cost is less than the initial inspection fee. The property owner will be invoiced if the final cost of construction is greater than the inspection fee. If the invoice is not paid for within 30 days, penalty will apply and be applied to the outstanding balance. If the outstanding balance is not paid within a calendar year, the balance will be transferred to property taxes.

Standard access culverts shall be installed by municipal forces as per the Streets By-Law. If installation of an access culvert is requested in conjunction with other services or is non standard, the work will be included in Installation Fee

****The Inspection Fee will be reviewed annually and is based on 1.5 hours of operator time per Service ****

Signature of Property Owner:

Date:

Approved by (name and title):

Date:

Signature:



PUBLIC WORKS DEPARTMENT
546 Niagara St, P.O Box 250
Wyoming, ON N0N 1T0

Telephone: 519-845-3939
Fax: 519-845-0597
Toll-Free: 1-866-324-6912

SCHEDULE 2 – Page 1 of 3
to By-Law 79 of 2018

Street Excavation/Occupation/Modification Application

SECTION ONE – APPLICANT INFORMATION

Applicant: _____

Representative: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____

Type of Installation: _____

Location of Work: _____

Signature of
Applicant
/Representative: _____

SECTION TWO – CONTRACTOR

Same as applicant? YES / NO

Contact Person: _____

Company Name: _____

Address: _____

City: _____

Phone: _____

Email: _____

Signature: _____

SECTION TWO – INFORMATION

Location of Work _____

Type of Work: _____

Date of Application _____

Start Date: _____

Completion Date: _____

SCHEDULE 2 – Page 2 of 3
to By-Law 79 of 2018

Circle all that Apply:

Excavate: Roadway / Curb / Sidewalk / Boulevard / Ditch

Bore under: Roadway / Curb / Sidewalk / Boulevard / Ditch

Occupy: Roadway / Curb / Sidewalk / Boulevard / Ditch

Modify: Roadway / Curb / Sidewalk / Boulevard / Ditch

\$250.00 Application/Inspection Fee Paid: YES / NO / N/A

\$2,000.00 Damage Deposit Paid (Certified Cheque): YES / NO / N/A

Copy of WSIB Certificate Provided: YES / NO / N/A

Copy of Insurance Certificate Provided: YES / NO / N/A

Drawings provided: Below / Attached / N/A

SECTION THREE – TRAFFIC IMPACT

Circle all that Apply:

Closure: Roadway / Lane / Sidewalk / Shoulder / Boulevard / Laneway

Impact to: Traffic / Pedestrians / Property Owners Access

Copy of Traffic Control Plan Provided: YES / NO / N/A / Attached

A Traffic Control Plan must be submitted 2 working days prior to construction.

Other: (please describe below)

SCHEDULE 2 – Page 3 of 3
to By-Law 79 of 2018

SECTION THREE – SPECIAL CONDITIONS AND INDEMNIFICATIONS

We, the undersigned applicants, agree and bind ourselves to indemnify and save harmless the Corporation from any and all claims arising as a result of the work identified in this application.

- a) THAT we will indemnify and save harmless the Corporation from claims from either the travelling public or the private property owners, arising out of or as a result of the work for which the permit is requested.
- b) THAT the applicant is obligated to see that no existing cables conduits structures, or other appurtenances are interfered with. The Corporation does not guarantee that the location chosen is not in use by other utilities or services.
- c) THAT the person in direct charge of the work will, at any time during progress of the work, advise the number of the permit for the work involved, when so requested by the Town.
- d) THAT the applicant will restore the disturbed portions of the street to its original condition promptly.
- e) THAT all roads shall be kept clear of lumber, sod, bricks, paving stone, gravel, mud or any other material pertaining to this job. Failure to remove material from the street after notice is given by the Corporation can result in cost of removal deducted from your deposit.
- f) THAT the public will be properly safeguarded at all times.
- g) THAT we will abide by the Occupational Health and Safety Act as set out in Ontario regulation 213/91 and any amendments thereto.
- h) THAT all backfilling within the travelled portion of the road will be entirely of granular material and well compacted.
- i) THAT we will assume responsibility for seeing that any maintenance required thereafter as a result of the work will be promptly attended to at our expense as soon as such maintenance is needed.
- j) THAT upon failure to make such necessary repairs within 24 hours of such repairs becoming necessary, it is understood that the Municipality reserves the right to take such steps as it deems necessary to correct the condition deduct the cost of such repairs from the deposit.
- k) THAT when possible road crossings are to be BORED. Pavement must not be cut. Bore pits to be located outside of the shoulder area a minimum of 3 meters from the edge of pavement. Compaction of backfills shall be 95% Standard Proctor. All Disturbed areas must be restored to original conditions including the necessary sodding and seeding. Disturbed sidewalks and curb and gutter shall be replaced.

I have read and understand the conditions of Street Excavation/Occupation/Modification Application. Authorization is hereby granted to the applicant and/or his agents to perform the above describe work subject to the General Conditions named in the Application and subject to the following additional specific conditions. By beginning the work on the road allowance, the Applicant(s) agree and bind themselves to ALL conditions on this Permit.

Applicant: _____ Date: _____

Contractor: _____ Date: _____

Town: _____ Date: _____



PUBLIC WORKS DEPARTMENT
546 Niagara St, P.O Box 250
Wyoming, ON N0N 1T0

Telephone: 519-845-3939
Fax: 519-845-0597
Toll-Free: 1-866-324-6912

SCHEDULE 3 – Page 1 of 2
to By-Law 79 of 2018

Moving/Oversize/Overweight Load Application

Company Name: _____ Contact Person: _____

Address: _____ Postal Code: _____

Phone: _____ Ext: _____ Fax: _____

Email: _____ Date(s) of Move: _____

Number of Loads: _____ Start Time: _____

Completion Time: _____ Vehicle Type: _____

License Plate: _____ Number of Axles: _____

Number of Tires: _____ GRWV: _____

Gross Weight of Proposed Vehicle and Load: _____

Overall Width (Vehicle and Load): _____ **(2.6 meters or 8 feet 5 inches)**

Overall Length (Vehicle and Load): _____ **(21.3 meters or 69 feet 10 inches)**

Overall Height (Vehicle and Load): _____ **(4.15 meters or 13 feet 6 inches)**
(Maximum without permit as per Corporation By-Law 79 of 2018)

Description of Load: _____

Description of Route: _____

I/We hereby certify that I/We have knowledge of the particulars contained in the foregoing statement and I/We solemnly declare that they are truly and fully stated to the best of my/our knowledge or belief. In consideration of permission being granted as herein requested, I/We the undersigned jointly and severally agree to and hereby do indemnify the Town of Plympton-Wyoming from all claims and damages to persons and properties including but not limited to, cost of repair to, or replacement of sidewalks, trees, curbs and gutters arising out of any or all acts or works being done in connection with the work outlined herein. I/We jointly and severally agree to comply to the provisions to the Moving of Structures on Streets By-Law of the Corporation of the Town of Plympton-Wyoming and any amendments thereto. I/We jointly and severally further agree that neither the granting of the permit shall in any way relive me/us from full responsibility for carrying out the work in accordance with the requirements of the By-law above mentioned It is the mover's responsibility to ensure the selected route is suitable.

Applicant: _____ Signature: _____ Date: _____

<u>AUTHORIZATIONS</u>			
_____	_____	_____	
Hydro One	Cable TV Company	Union Gas	
_____	_____	_____	
Lambton County	Canadian National Railway	Telephone Company	
_____	_____	_____	
Ontario Provincial Police	Plympton-Wyoming Fire	Plympton-Wyoming Public Works	
Police Escort Required?	Application Fee Paid?	Late Fee Paid?	Certificate of Insurance Provided?
YES NO	YES NO	YES NO N/A	YES NO

SCHEDULE 3 – Page 2 of 2
to By-Law 79 of 2018

Requirements for Oversize Loads

INFORMATION

1. The Town requires a damage deposit from the permit holder in the amount of \$3,000.00 and provide a copy of a valid insurance certificate with a minimum of \$5,000,000.00 (five million dollars in Canadian currency) naming the Town of Plympton-Wyoming as an additional insurance and a cross liability clause for any oversized loads. The deposit will be refunded after 20 working days from the move date, upon request of the shipper.
2. The applicant is responsible to thoroughly review the form and obtain all of the required authorizations for loads over 4.15m (13.7feet).
3. It is the responsibility applicant to provide notice to all affected parties, (utilities companies, emergency services, etc.). The applicant must also provide proof of authorization. The applicant must provide the Town with a complete application with all the necessary authorization a minimum of **two working days** in advance of the proposed move date. Any application received and deemed complete less than two working days prior to the proposed move date will have a later fee applied.
4. The application fee is ****\$250.00****.
5. Late fee is ****\$125.00**** as per requirement 3 ****All fees are non-refundable****

Contact List:				
Bell Canada				
Primary	Georgina McCaw	519-383-8298	Fax 519-336-9852	
Alt.	John Peters	519-317-4807		
Union Gas				
Primary	London Drafting	londdrafting@enbridge.com		
Alt.	London Drafting	519-667-4100 x 5154243	Fax: 519-667-4263	
Hydro One				
Primary	Large Vessel Moves	LargeVesselMoves-PMC@HydroOne.com		
Cogeco Cable				
Primary	Kevin Gadd	519-972-4061	Raymond.frank@cogeco.com	
Alt.	Todd Batson	519-336-0443 x4	Rodd.baston@cogeco.com	
Canadian National Railroad				
Primary	Megan Whalen	905-669-3184	Megan.whalen@cn.ca	
Eastlink				
Primary	Engineering	engineering.request@corp.eastlink.ca		
Lambton County				
Primary	Matt Deline	519-845-0809 x5370	Fax: 519-845-3872	
	Rob Steiginga	519-845-0809 x5326	Fax: 519-845-3872	
Alt.	Katie Helps	519-845-0809 x5310	Fax: 519-845-3872	
	Cindy Duncan	519-845-0809 x5345	Fax: 519-845-3872	
Ontario Provincial Police - Lambton County				
Primary	Lambton Paid Duty	OPP.Lambton.Paid.Duty@opp.ca		
Town of Plympton-Wyoming Public Works Department				
Primary	Anthony Petersen	519-845-3939	Fax: 519-845-0597	
Alt.	Adam Sobanski	519-845-3939	Fax: 519-845-0597	
Town of Plympton-Wyoming Fire Department				
Primary	Steve Clemens	519-845-3939	Fax: 519-845-0597	



PUBLIC WORKS DEPARTMENT
546 Niagara St, P.O Box 250
Wyoming, ON N0N 1T0

Telephone: 519-845-3939
Fax: 519-845-0597
Toll-Free: 1-866-324-6912

SCHEDULE 4 - Page 1 of 4
to By-Law 79 of 2018

Encroachment Agreement

THIS AGREEMENT made the ____ day of _____, 20__

BETWEEN:

(Hereinafter called the "Owner")

Of the First Part

-and-

THE CORPORATION OF THE TOWN OF PLYMPTON-WYOMING
(Hereinafter called the "Town")

Of the Second Part

WHEREAS the Owner represents that they are the owner of lands municipally described as _____, Town of Plympton-Wyoming, County of Lambton.

AND WHEREAS this Agreement shall be registered against the Land and the Town is entitled to enforce the provisions thereof against the Owner;

NOW THEREFORE in consideration of the permission granted by the Town to the Owner to encroach and the covenants and agreements contained herein, the parties agree as follows:

1. The Owner and the Town agree that the above recitals are true.
2. The Owner acknowledges and agrees that _____ is owned by the Town, including that portion of _____ upon which the Encroaching tile drain is located.
3. The Town hereby grants permission to the Owner, at the sole risk and expense of the Owner, to encroach upon a portion of _____ ("Encroachment Lands") as follows:
 - a. The encroachment authorized by the Town is as shown in the drawings and special provisions attached hereto as Schedule "A"; and
 - b. The encroachment consists of:

4. The Owner shall make no physical alterations to the Encroachment Lands or construct, install or otherwise place any structures or install any materials on or over the Encroachment Lands without the prior written consent of the Town, save and except those works and installations required to maintain the Encroachment in a sound, neat and safe condition. The Owner agrees that any additional or alternative materials that may be installed on the Encroachment Lands shall be immediately removed at the Owner's sole risk and expense.

5. The encroachment is permitted to remain for the earlier of the lifetime of the Encroachment or until such time as this Agreement is terminated in accordance with paragraph 13 of this Agreement.
6. The Owner will indemnify and save the Town harmless from any and all claims, loss, expense, damage, demands, actions, judgments or liability howsoever incurred by the Town arising from the exercise of the privileges herein granted to the Owner or incurred, sustained or paid by the Town in consequence or the encroachment permitted by this Agreement. The Owner waives, as against the Town, all claims of whatever nature, where such loss, damage, expense, liability or claim, arises directly or indirectly out of or is attributable to the encroachments or the exercise by the Owner or others of the privileges herein granted.
7. The Owner grants to the Town full power and authority to settle any actions, suits, claims, and demands on such terms as the Town may deem advisable and hereby covenant and agree with the Town to pay the Town on demand all monies paid by the Town in pursuance of such settlement and also such sum as shall represent the reasonable costs of the Town or its solicitor(s) in defending or settling any such actions, suits, claims or demands and this Agreement shall not be alleged as a defense by the Owner in any action by any person of actual damage suffered by reason of the encroachment permission granted over _____.
8. The Owner shall obtain and maintain in force during the currency of this agreement and at the sole expense of the Owner, insurance providing coverage for public liability and property damage in the minimum of Five Million Dollars (\$5,000,000.00). The Town shall be named as an additional insured, and the policy shall contain a cross-liability clause, to the satisfaction of the Town. The Owner agrees to forward to the Town the original or a certified copy of the policy of such insurance, and the annual renewals thereof. It is acknowledged and agreed by the Owner that the provision of such insurance shall in no way relieve or limit the obligations of the Owner pursuant to this agreement.
9. The Owner waives any claim against the Town for damages to the encroachment resulting from the Town's activities on, under, upon or within _____.
10. The Owner hereby consents to the registration of this Agreement against title to the Land.
11. The Town hereby consents to the registration of this Agreement against title to _____ and more specifically the Encroachment Lands.
12. The Owner hereby consents that all costs associated with the registration of this Agreement shall be payable by the Owner.
13. The Town shall be entitled to terminate this agreement:
 - a. Forthwith upon failure of the Owner to operate in accordance with all applicable laws and in accordance with the terms of this agreement, provided the Owner has not, within thirty (30) days of receiving written notification from the Town, rectified any such non-compliance; or,
 - b. In the event that the Town requires all or any portion of the Encroachment Lands that are subject to the encroachment rights granted under this Agreement for municipal purpose(s) and it is not reasonably practical for the Owner to continue using the lands concurrently with said municipal purpose(s). The Town is not entitled to terminate the Agreement if said municipal purpose is temporary and the encroachment may be restored for continued use by the Owner after the Encroachment Lands are no longer required by the Town.

SCHEDULE 4 - Page 3 of 4
to By-Law 79 of 2018

14. Without limiting the obligations of the Owner herein, if the Owner defaults on any term, covenant or provision of this Agreement and if such default continues for thirty (30) days after the Owner receives notice of such default by the Town (or such shorter time as may be required in the cases of an emergency or other urgent matters or as otherwise provided for herein), the Town shall have the right to remove the Encroachment at the Owner's expense. The Town's right to remove the Encroachment includes, but is not limited to, the following events:
 - a. This agreement is terminated;
 - b. The Owner fails to maintain the insurance required under paragraph 8 of this agreement;
 - c. An emergency, including but not limited to the Town requiring immediate access to the Encroachment Lands for municipal purposes and is not reasonably practical for the Town to carry out the required works without removing the Encroachment.
15. If the Town is compelled or elects to incur any expense in connection with the removal of the Encroachment (including any engineering or legal fees incurred in the connection with such actions), any reasonable costs so incurred by the Town, together with all interest thereon and any damages incurred, shall be payable by the Owner to the Town and may be collectible by the Town in like manner as municipal taxes.
16. Nothing in this Agreement constitutes a waiver of the obligation of the Owner to comply with the Zoning By-law of the Town, Ontario Building Code or any other By-law of the Town, or any restrictions or regulations lawfully imposed by any other authorities having jurisdiction in connection therewith.
17. This Agreement and everything contained in this Agreement shall run with the land and endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
18. This Agreement shall be read with such changes of gender and number as the context requires and all covenants and agreements herein contained shall be construed to be several as well as joint.
19. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement.
20. Execution of this agreement shall be deemed to be authorization by all parties to legal counsel for the Town to register same in the appropriate Land Titles Office or Land Registry Office without further written authorization.
21. The Owner acknowledges:
 - a. That they have had an adequate opportunity to read and consider this Encroachment Agreement and to obtain such legal and other advice as considered advisable;
 - b. That they understand the Encroachment Agreement and the consequences of signing same; and
 - c. That they are signing the Encroachment Agreement voluntarily, without coercion and without reliance on any representation, expressed or implied by the Town.

SCHEDULE 4 - Page 4 of 4
to By-Law 79 of 2018

IN WITNESS WHEREOF the parties have hereunto set their hands and seals and the Corporation has hereunto caused to be affixed its corporate seal under the hands of the duly authorized officers

LEGAL NAME OF PARTY

Signature

Name and Title (print)

I have the authority to bind (NAME OF PARTY)

THE CORPORATION OF THE TOWN OF PLYMPTON-WYOMING

Mayor

Clerk

We have the authority to bind the Corporation.



PUBLIC WORKS DEPARTMENT
546 Niagara St, P.O Box 250
Wyoming, ON N0N 1T0

Telephone: 519-845-3939
Fax: 519-845-0597
Toll-Free: 1-866-324-6912

SCHEDULE 5
to By-Law 79 of 2018

Municipal Consent Application

Utility Company Name:	MCA No.:
Street Address:	Name of Applicant:
Phone Number:	Fax or E-mail:
Date of Submission:	Expected Start Date

Location of work: _____

Description of work: _____

Mandatory Drawing Requirements:

- | | |
|--|--|
| <input type="checkbox"/> North Arrow | <input type="checkbox"/> Fencing |
| <input type="checkbox"/> Driveways | <input type="checkbox"/> Edge of roadway pavement or curb |
| <input type="checkbox"/> Guide rail or cable | <input type="checkbox"/> Location and depth of ditches |
| <input type="checkbox"/> Street names, property and building addresses | <input type="checkbox"/> Sidewalks |
| <input type="checkbox"/> Lot, Concession and Township if in rural area | <input type="checkbox"/> Legend |
| <input type="checkbox"/> Location and dimensions of proposed utility | <input type="checkbox"/> Outline of adjacent structures |
| <input type="checkbox"/> Location and dimensions of existing utilities | <input type="checkbox"/> Scale |
| <input type="checkbox"/> Depth of proposed utility | <input type="checkbox"/> Mature trees shown with drip line |

New Utility Summary:

Pulled Cables in conduit (no excavation) (m):	Pavement Degradation Area (sq. m):
Pulled Cables in Conduit with pits (m):	New Gas Mains under 200mm \varnothing (m):
New Cables or Conduit (m):	New Gas Main over 200mm \varnothing (m):
Aerial Cables (ea):	New utility poles (ea):
Pedestals, Cabinets or Stations (ea):	Accesses (ea):
Other: _____	

Special Requirements: _____

Applicant Signature _____ Date: _____

Town Signature: _____ Date: _____



PUBLIC WORKS DEPARTMENT

Telephone: 519-845-3939

546 Niagara St, P.O Box 250
Wyoming, ON N0N 1T0

Fax: 519-845-0597
Toll-Free: 1-866-324-6912

SCHEDULE 6
to By-Law 79 of 2018

Rural Mailbox Installation Guidelines

