



**Municipal Lands Occupancy Permit  
For Municipal Lands Work**  
Infrastructure and Public Works Department

Town Use: Permit # PRMWP _____
--------------------------------------

**Issued to:** (please print)

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Contractor Contact Information** (please print)

Contractor's Name: \_\_\_\_\_

Address \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Location of Works: \_\_\_\_\_

Roll #: \_\_\_\_\_ Lot. \_\_\_\_\_ Conc. \_\_\_\_\_ Plan \_\_\_\_\_ Side \_\_\_\_\_

**Description of Work: (SKETCH MUST BE ATTACHED)**

Installation of: \_\_\_\_\_

Work to Commence Date: \_\_\_\_\_ Work to be Completed Date: \_\_\_\_\_

Traffic and/or Pedestrian Protection Plan Received: YES \_\_\_\_\_ NO \_\_\_\_\_

Certificate of Insurance Received (must name the Town additionally insured): YES \_\_\_\_\_ NO \_\_\_\_\_

**OFFICE USE ONLY**

Restoration Specification to apply \_\_\_\_\_

Surface Type: Hot Mix Asphalt \_\_\_\_\_ Surface Treatment \_\_\_\_\_

Gravel \_\_\_\_\_ Cold Mix (Temporary Only) \_\_\_\_\_

Boulevards: Topsoil \_\_\_\_\_ Sod \_\_\_\_\_ Other \_\_\_\_\_

Sidewalks: Concrete \_\_\_\_\_ Asphalt \_\_\_\_\_

Saw cuts required: YES \_\_\_\_\_ NO \_\_\_\_\_

Size of Pipe: \_\_\_\_\_ Pipe Material \_\_\_\_\_

Other Particulars \_\_\_\_\_

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

Town Use: _____
Permit # _____
PRMWP _____

**Fee, Deposit and Charges Calculation**

**Section 1**

	<u>Permit Fee</u>	<u>Permit Deposit</u>
Add \$200.00 fee	\$ _____	
Add \$1000.00 deposit if works are < \$2,500		\$ _____
Add \$2500.00 deposit if works are \$2,500 - \$10,000		\$ _____
Add \$2,500 plus 2.5% if works are > \$10,000		\$ _____

**Section 2**

Charge for Municipal Lands Occupancy

Quantity

# _____ m <sup>2</sup> Add \$10 per m <sup>2</sup> /week for Use of Arterial and Collector Asphalt Pavement	\$ _____
# _____ m <sup>2</sup> Add \$5 per m <sup>2</sup> /week for Use of Local Asphalt Pavement	\$ _____
# _____ m <sup>2</sup> Add \$5 per m <sup>2</sup> /week for Use of Sidewalk or Trail (any material)	\$ _____
# _____ m <sup>2</sup> Add \$1 per m <sup>2</sup> /week for Use of Boulevard	\$ _____
# _____ m <sup>2</sup> Add \$2 per m <sup>2</sup> /year for Use of Grassed Boulevard for irrigation	\$ _____
# _____ m Add \$10 per 100m/year for Use for private linear works	\$ _____

Enter Subtotal for Section 2 \$ \_\_\_\_\_

**Sum of Section 1 and 2** \$ \_\_\_\_\_ \$ \_\_\_\_\_

**To be paid** \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Total to be paid (Sum of permit fee, deposit and charges)** \$ \_\_\_\_\_

**For Town Office Use Only**

Notes, Conditions of Approval:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Application Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Application Refused by: \_\_\_\_\_ Date: \_\_\_\_\_

Reason for refusal \_\_\_\_\_

Final Inspection Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Permit Deposit Amount: \$ \_\_\_\_\_

Permit Deposit Withheld: \$ \_\_\_\_\_

Additional Site Visit Fee: \$ \_\_\_\_\_

Works done without a valid Permit \$ \_\_\_\_\_

Permit Deposit Refund: \$ \_\_\_\_\_

Permit Deposit Refund approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Application Fee Receipt # \_\_\_\_\_ Date: \_\_\_\_\_

Application Deposit Fee Receipt # \_\_\_\_\_ Date: \_\_\_\_\_

Deposit Refund Cheque # \_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE "A" TO BY-LAW NO. 2014-65**

**THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_**

**BETWEEN:**

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

(hereinafter called the Developer)

- and -

The Corporation of the Town of The Blue Mountains

(hereinafter called the Town)

WHEREAS the Developer is desirous of installing and locating infrastructure on municipal road allowance property;

AND WHEREAS the Town is willing to permit such installation and location subject to certain terms and conditions;

NOW THEREFORE this Agreement witnesseth that in exchange of TWO DOLLARS (\$2.00) of lawful money now exchanged from each Party to the Other the receipt of which is hereby acknowledged and other good and valuable considerations the Parties hereto agree as follows:

1. The Town agrees to permit the Developer to install and locate infrastructure on municipal property in the manner and location as described in the attached Municipal Lands Use Permit No. \_\_\_\_\_, which is hereby declared to form part of this Agreement. The Developer agrees to pay a Permit Fee to the Town in the amount of TWO HUNDRED DOLLARS (\$200.00), and further agrees that no construction of any works shall occur prior to the issuance of a Municipal Lands Use Permit by the Town.
2. The Developer agrees to pay a Security Deposit to the Town in the amount of ONE THOUSAND DOLLARS (\$1000.00) for works < \$2,500  
TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) for works \$2,500 - \$10,000  
TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) plus 2.5% of the value for works > \$10,000  
prior to constructing any works, and this Security Deposit shall be refunded by the Town to the Developer upon a request for inspection and the acceptance or approval of the Works to be Constructed by the Town, following the passage of a one year Maintenance Period from the date of construction. Should the Works to be Constructed not pass inspection or receive approval from the Town following the one year Maintenance Period, the Town reserves the right to use any or all of the Security Deposit in remedial works completed under the supervision of the Town, and Town staff time shall be included in the calculation of any cost or charge to the Developer.
3. The Developer agrees that all Works to be Constructed on municipal property shall conform in all regards with Town of The Blue Mountains Engineering Standards dated March 14<sup>th</sup>, 2005, and that no work will be done prior to this Agreement being duly executed and associated Permit issued, and that all work shall be in compliance with the attached Municipal Lands Use Permit No. \_\_\_\_\_ which is hereby declared to form part of this Agreement. The Developer further agrees that the Town shall be allowed TWO (2) full working days notice for the completion of any required location and marking of Town infrastructure, and that the location and marking of any other utility infrastructure shall be the sole responsibility of the Developer.
4. The Developer agrees that all Works to be constructed on municipal property shall be done to the satisfaction of the Director of Infrastructure and Public Works, and in the case of any conflict or disagreement the Developer agrees that the matter will be decided by the Town Engineer at the sole cost of the Developer.
5. A Municipal Lands Use Permit will only be issued where no option for the installation of required Development Infrastructure exists, and the backfilling of any excavation shall be to Town Standards including new imported aggregate material, concrete grout and final surface treatment identical to that found existing.
6. The Town may at any time notify the Developer that any infrastructure installed on municipal lands including road allowances shall be moved or reinstalled at a different location or depth, at the sole direction of the Town and at the sole expense of the Developer.

7. The Developer agrees that should any Infrastructure installed on municipal lands including road allowances be damaged by employees or agents of the Town in the course of their normal work of repairing or maintaining the municipal road allowance or any municipal infrastructure installed therein or thereon that the Developer expressly waives any and all claims in respect of such damage and saves the Town harmless against any and all third party claims arising from such damage and any and all claims and/or costs which may be caused directly or indirectly by reason of Developer Infrastructure being installed in, on or upon municipal road allowance property.

8. This Agreement may be terminated by the Town upon sixty (60) days written notice, following which the Developer shall undertake to remove any infrastructure placed on municipal lands including road allowances and to reinstate such municipal property according to the terms and conditions of this Agreement.

9. This Agreement shall be binding upon the Parties hereto as well as their heirs, assigns and successors.

10. This agreement may be delivered by facsimile or by email in PDF format and such delivery shall constitute a duly executed original.

IN WITNESS WHEREOF the Corporate Parties have executed this Agreement by affixing thereto their corporate seals as attested to by their proper signing officers duly authorized in that behalf and

IN WITNESS WHEREOF the natural Parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

THE CORPORATION OF THE TOWN OF  
THE BLUE MOUNTAINS  
PER:

.....  
Director of Infrastructure and Public Works

.....  
WITNESS

.....  
Developer



Town of The Blue Mountains  
32 Mill Street, P.O. Box 310  
Thornbury, ON N0H 2P0

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Tel: (519) 599-3131 / Fax (519) 599-7723

Email: [info@thebluemountains.ca](mailto:info@thebluemountains.ca)

Website: [www.thebluemountains.ca](http://www.thebluemountains.ca)

### Municipal Lands Occupancy Permit Check list

The permit will require minimum of 2 weeks to be processed. Once the permit is ready you will be notified and a copy of the agreement will be available for pick up. 1 copy of the permit **MUST** be on site during the installation.

1. The agreement signed by the land owner or contractor.
2. Fees and security payable to the Town.
3. Sketch included which shows the location of the works in both Plan and Profile. The works must comply with the Town Engineering Standards.
4. The traffic or pedestrian protection plan included.
5. Provided copy of the insurance (5 million dollars) with the Town as a named party. Note: the insurance must be specific for the project and location.

Once the permit has been released the Town will require a minimum of 48 hours (2 working days) notice. Depending on the scope of the project the Town may ask the contractor to notify all emergency services including the Fire Department, O.P.P., the Grey County Ambulance Service and the School Bus companies.

The Town reserves the ability to control the timing of the works due to other operational issues. (i.e. Snowplowing)