



The Corporation of the Town of Amherstburg
 271 Sandwich St. S- Amherstburg, Ontario N9V 2A5
 Telephone: 519-736-0012 Email: encroachments@amherstburg.ca

ENCROACHMENT APPLICATION

ENCROACHMENT ADDRESS: _____

Name of Applicant: _____

Mailing Address: _____ **Postal Code:** _____

Phone (Business): _____ **Alternate Phone:** _____

Email Address: _____

Name of Property Owner: Same as above OR: _____

Mailing Address: _____ **Postal Code:** _____

Phone (Business): _____ **Alternate Phone:** _____

Email Address: _____

DESCRIPTION OF PROPOSED ENCROACHMENT: _____ **DRAWING PROVIDED**

FEES (Cash, debit, or cheque payable to "Town of Amherstburg"): _____

Initial Fees (Due at Time of Application):

Application Fee

Agreement Fee (Agreement Preparation includes Land Registry costs)

\$475.00 Total including HST

Additional Fees (Due Annually):

\$50.00 Annual Encroachment Fee

GENERAL REQUIREMENTS:

1. That I / We provide within 28 calendar days of approval of the application:
 - (i.) For the life of the encroachment, the Applicant will provide a Certificate of Insurance annually in the Applicant's legal name confirming the Applicant has in force insurance coverage. The Certificate of Insurance must be satisfactory in form and content to the Town of Amherstburg
 - a) Residential Properties – A Certificate of Insurance with proof of General Liability Insurance in the amount of at least \$2,000,000.00 per occurrence, containing an endorsement naming "**The Corporation of the Town of Amherstburg**" as an additional insured, and containing a 30-day cancellation notice requirement.
 - b) Commercial Properties – A Certificate of Insurance with proof of same coverage as Residential Properties (see a) above) but must also include proof of a cross-liability clause.
 - (ii.) The insurance requirements may increase or change from the basic requirements set out above (i.) at the outset of the encroachment or any time throughout the encroachment, at the discretion of the CAO or designate.
2. Within 14 calendar days of receipt of encroachment agreement:
 - (i.) The applicant will execute the agreement with the Corporation, and agrees to abide by all provisions set out therein. In the event those provisions differ from what is in this application, the provisions of the agreement prevail.
3. Within 14 calendar days of execution of the Agreement:
 - (i.) Payment of Encroachment Fees specified in the Agreement.

NO PERMIT WILL BE ISSUED BY ANY MUNICIPAL DEPARTMENT UNTIL SUCH TIME AS THE AGREEMENT HAS BEEN EXECUTED AND ALL REQUIREMENTS LISTED ABOVE HAVE BEEN COMPLETED

NOTICE WITH RESPECT TO COLLECTION OF PERSONAL INFORMATION:

I / We also acknowledge that the information requested on this form is collected under the authority of *The Municipal Act, R.S.O. 2001* as amended. The information is required in order to process the application to administrative staff for review. The name and business address of the applicant and/or authorized agent is public information. The address of the property, which is the subject of the application, is also public information. Any other personal information will only be used for internal purposes.

NAME OF APPLICANT (PLEASE PRINT)

SIGNATURE OF APPLICANT _____ **DATE** _____

FOR INQUIRIES REGARDING YOUR APPLICATION, PLEASE CONTACT:

Licensing Department Telephone: 519-736-0012, ex 2219 Email: licensing@amherstburg.ca

