

MUNICIPAL LANDS WORK PERMIT NO. _____

ISSUED TO: _____
(print name clearly)

ADDRESS: _____

TELEPHONE: _____

CONTRACTOR=S NAME: _____

ADDRESS: _____

TELEPHONE: _____

LOCATION OF CUT: STREET: _____

LOT NO. _____ CONC. _____ PLAN _____ SIDE _____

DESCRIPTION OF WORK: **SKETCH MUST BE ATTACHED**

INSTALLATION OF : _____

WORK TO COMMENCE: _____

WORK TO BE COMPLETED: _____

TRAFFIC PROTECTION PLAN RECEIVED: YES _____ NO _____

PROOF OF INSURANCE RECEIVED: 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 _____

ISSUED BY _____ Manager of Roads and Drainage

SECURITY RECEIVED: \$ _____ DATE _____

FEE RECEIVED: \$ _____ DATE _____

NEW PERMIT _____ PERMIT RENEWAL _____

SCHEDULE A TO BY-LAW NO. 99 - 53

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 Work 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 Work 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 14th, 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 Work 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 Engineering 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 Work 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.

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 Engineering and Public Works

.....
WITNESS

.....
Developer



THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS
OCCUPATIONAL HEALTH AND SAFETY POLICY

CONTRACTOR ACKNOWLEDGEMENT FORM

It is the policy of The Corporation of the Town of The Blue Mountains to maintain safe working conditions at all of our locations, comply with Health and Safety legislation, maintain our equipment and premises in a safe condition, and take all reasonable steps to ensure that all of our employees comply with safety procedures.

The undersigned Firm, Company or Corporation agrees,

1. To take all reasonable steps to prevent personal injury and to provide and maintain a safe and healthy working environment. To achieve this, safety and health is integrated into all of our organizational activities.
2. To ensure its staff and sub-contractors will comply with The Corporation of the Town of The Blue Mountains' Occupational Health & Safety Policy and the OH & S Act & Regulations.
3. To establish the responsibilities of all levels of supervision in management and employees in implementing the policy and hold them accountable. Supervisors will work to ensure the health and safety of workers under their supervision, and attention to health and safety will be an important part of the Supervisor's and Manager's performance appraisals.
4. To take disciplinary action, up to and including discharge, against those persons not adhering to the policy and safety procedures in the workplace.
5. To take all reasonable steps including training around Health and Safety issues to obtain the cooperation of employees in carrying out this policy. These steps will include the creation of procedures to set out general and specific responsibilities for health and safety, the establishment of Health and Safety Committees with the appointed Health and Safety representatives, and established procedures for monitoring this Health and Safety Policy to determine its effectiveness.
6. That it is in the best interest of all parties to consider Health and Safety as an integral component in every activity in the workplace.

I have received, read and understand The Corporation of the Town of The Blue Mountains Occupational Health & Safety Policy and it is agreed on behalf of the undersigned to comply with the safety procedures as detailed therein.

Representative: _____

Company: _____

Signature: _____

Date: _____

Job/Contractor #: _____



Town of The Blue Mountains
P.O. Box 310, 26 Bridge Street East
Thornbury, ON N0H 2P0

Tel: (519) 599-3131 / Fax (519) 599-3664

Email: info@thebluemountains.ca
Website: www.thebluemountains.ca

Municipal Lands Works 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.
6. Contractor Acknowledgment Form signed and included?

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)