



Town of The Blue Mountains
 32 Mill Street, Box 310
 Thornbury, ON N0H 2P0
 519-599-3131
operationsinfo@thebluemountains.ca

LAND USE PERMIT APPLICATION

LAND USE PERMIT # (Office Use)

PROPERTY OWNER INFORMATION			
NAME		PHONE NUMBER	
ADDRESS			
CITY/TOWN		PROVINCE	POSTAL CODE
EMAIL			
CONTRACTOR INFORMATION			
NAME		PHONE NUMBER	
ADDRESS			
CITY/TOWN		PROVINCE	POSTAL CODE
EMAIL			
PROPERTY INFORMATION			
PROPERTY ADDRESS			
LEGAL DESCRIPTION		ROLL #	
DESCRIPTION OF PROPOSED WORK			
WORK START DATE		WORK COMPLETION DATE	
DESCRIPTION			
DRAWING SHOWING PROPERTY LOCATION AND WHERE PROPOSED WORK WILL BE LOCATED MUST BE ATTACHED AND WILL BECOME PART OF THE PERMIT.			
PROPERTY OWNER SIGNATURE		DATE	
APPROVAL (OFFICE USE ONLY)			
COMMENTS/CONDITIONS			
PERMIT ISSUED		PERMIT EXPIRY	
SIGNATURE		TITLE	

CONDITIONS

This Land Use Permit is subject to the following conditions and to any supplementary conditions established by the Town of The Blue Mountains at the time of issuance in accordance with By-law No. 2014-65.

1. Any person or persons intending to occupy or perform work on the Town of The Blue Mountains land must first apply to the Operations Department for a Land Use Permit. The Permit must be obtained prior to the commencement of work.
2. The Property Owner is solely responsible for compliance with the conditions in the Permit.
3. All supporting documentation shall form part of the Permit.
4. The Permit must be in the name of the Property Owner and not the person or persons performing the intended Works or the agent acting for them.
5. The Permit is subject to all By-laws, Standards, Acts or Regulations. If during the life of the Permit any By-laws, Standards, Acts or Regulations are adopted that affect the rights and privileges herein granted, the said By-laws, Standards, Acts or Regulations shall be applicable to the Permit from the date on which they came into force.
6. The Property Owner shall have the Permit available at all times when work is in progress and shall ensure that the Contractor has the same.
7. The Permit may not be assigned or transferred from one Property Owner to another.
8. The Property Owner shall be responsible for performance of the Works and restoration in accordance with the Town of The Blue Mountains [Engineering Standards](#) and the Ontario Provincial Standards and Specifications.
9. All Works authorized by the Permit shall be carried out in accordance with the permit application as may be revised, approved plans, specifications and any relevant agreement(s) and subject to the approval of the Town of The Blue Mountains appropriate Director.
10. Any disturbed areas on the Town of The Blue Mountains land right-of-way must be restored to the same or better than the original condition. Failure to do so, the Town of The Blue Mountains reserves the right to restore those areas and invoice the Property Owner for those works as per By-Law 2014-65 and in accordance with section 446 of the *Municipal Act, 2001, S.O. 2001 C. 25*.
11. A drawing is required when applying to occupy or perform work on the Town of The Blue Mountains land with sufficient detail to show property location and where proposed work will be located.
12. Access shall be maintained to all public and private properties for the duration of the work.
13. The Works for which the Permit is issued must be completed by the expiry date or the Permit shall be void and cancelled by the Town of The Blue Mountains. An extension of the expiry date may be approved, approved with or without additional conditions or denied by the Town of The Blue Mountains for a maximum period of two years as provided for in By-Law 2014-65. If the Permit expires and is not extended or renewed, all Works constructed, maintained or operated under the Permit, if the Town of The Blue Mountains so requests, shall be removed forthwith at no cost to the Town of The Blue Mountains.
14. The Permit becomes null and void if the Property Owner should fail to meet the requirements of the Permit. The Town of The Blue Mountains may then take actions, at the Property Owner's expense, deemed necessary to reinstate the site for public safety. In all cases, the decision of the Director of Operations or designate is final.
15. The Permit may be cancelled at any time for breach of the conditions of the Permit and By-Law 2014-65 or for such other reasons as the Town of The Blue Mountains in its sole discretion deems proper.
16. In addition to the conditions of the Permit, the Property Owner must meet all of the requirements of any other agencies having jurisdiction. The Property Owner is responsible for obtaining all other necessary agency approvals (e.g. County of Grey, MECP, MNRF, GSCA, NVCA, NEC, MOL, Building Permits, etc.) and compliance with any applicable Provincial legislation. The Property Owner shall provide proof of all approvals to the Town of The Blue Mountains.

17. The Property Owner shall complete and provide a Notification of Occupancy form to the Town of The Blue Mountains Operations Department, two (2) business days before the commencement of the approved Works. The Property Owner shall issue written notices to any residents directly impacted by the Works being undertaken (2) business days before the commencement of the Works.
18. A Traffic Control Plan shall be provided in accordance with the current MTO Ontario Traffic Manual, Book 7, to the satisfaction of the Town of The Blue Mountains including all barricades, signage, flag persons, detour signs, etc. In addition, a Traffic Control Plan must be submitted as part of the application. During the Works, the Property Owner shall ensure that the operation of the Town of The Blue Mountains road is not interfered with and that the right-of-way remains free of debris, earth or other material.
19. The Property Owner shall take out and keep in full force and effect so long as the Permit remains in full force and effect, at its sole cost and expense, General Liability Insurance with limits of not less than five million dollars (\$5,000,000) on an occurrence basis, including property damage or loss. The Property Owner shall provide a Certificate of Insurance to the Town of The Blue Mountains. The Certificate of Insurance shall name the Town of The Blue Mountains as an additional insured and must be specific for the project and location. No work shall commence without providing the appropriate proof of coverage to the Town of The Blue Mountains in relation to the carrying out of the approved Works.
20. All work shall conform to the *Occupational Health and Safety Act, R.S.O. 1990, c. O.1.*
21. The Property Owner shall defend, indemnify and save harmless the Town of The Blue Mountains, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death, or damage to or destruction of tangible property including loss of revenue or incurred expenses resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud, or willful misconduct of the Property Owner, their directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of the Works being completed under the Permit terms. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Property Owner in accordance with By-Law 2014-65 and shall survive this By-Law. The Property Owner agrees to defend, indemnify and save harmless the Town of The Blue Mountains from and against any and all claims of any nature, actions, losses, expenses, fines, costs (including legal cost) interest or damages of every nature and kind whatsoever arising out of or related to the Property Owner's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Property Owner in accordance with this By-Law and shall survive this By-Law.
22. The Property Owner acknowledges the above statements and further agrees to all terms and conditions as set out in By-Law 2014-65 and contained in the Permit.

Personal information contained on this form is collected pursuant to the *Municipal Freedom of Information Act and Protection of Privacy Act, R.S.O. 1990, c. M.56* and will be used for processing applications. Questions about this collection should be directed to the Town of The Blue Mountains Clerk, Town of The Blue Mountains of The Blue Mountains, 32 Mill Street, P.O. Box 310, Thornbury, ON N0H 2P0 519-599-3131.