

**THE CORPORATION OF THE TOWNSHIP OF PERRY**

**BY-LAW NO. 2020-15**

**Being a by-law to establish a Licence of Occupation Policy**

**WHEREAS** the Council of the Corporation of the Township of Perry deems it expedient to establish policies;

**AND WHEREAS** Section 5(3) of the *Municipal Act, 2001, S.O. 2001, as amended*, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**AND WHEREAS** Section 8 of the *Municipal Act, 2001, S.O. 2001, as amended*, provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to Municipal issues;

**AND WHEREAS** Section 10(2) of the *Municipal Act, 2001, S.O. 2001, as amended*, further authorizes that single tier municipalities may pass by-laws regarding accountability and transparency of the municipality and its operations;

**AND WHEREAS** the Council of the Corporation of the Township of Perry is empowered to pass By-laws to regulate the use of land pursuant to Section 34 of the *Planning Act*;

**AND WHEREAS** the Council of The Corporation of the Township of Perry deems it advantageous for the municipality to permit and allow the Township of Perry to enter into Licence of Occupation agreements with property owners to recognize all new and existing structures located on Township-owned Property;

**NOW THEREFORE** the Council of The Corporation of The Township of Perry enacts as follows:

1. That Council hereby adopts the Licence of Occupation Policy as presented in Schedule "A".
2. That Schedule "A" shall form part of this by-law.
3. That this By-law shall come into force and take effect upon its third and final reading.

READ a First and Second Time this 1<sup>st</sup> day of April, 2020.



Norm Hofstetter, Mayor



Beth Morton, Clerk/Administrator

READ a Third and Final Time and Enacted in Open Council this 1<sup>st</sup> day of April, 2020.



Norm Hofstetter, *Mayor*



Beth Morton, *Clerk/Administrator*



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**1 Purpose**

- 1.01 To provide a procedure for authorizing property owners to construct and/or maintain improvements upon/of Township-owned Property. Authorizations shall take the form of a Licence of Occupation Agreement.

**2 Policy**

- 2.01 It is the general policy of the Township of Perry to discourage the construction and maintenance of improvements upon/of Township-owned Property by private property owners.

- 2.02 For the purposes of this Policy, the following terms have the meanings ascribed to them:

- a) Benefitting Property means the property owned by the Applicant for an authorization hereunder;
- b) Licence of Occupation Agreement (or Licence Agreement) means an authorization issued under this Policy;
- c) Licenced Lands means the specific Township-owned Property that is proposed to be or is the subject to a Licence Agreement;
- d) Licensee means a Benefitting Property Owner who has entered into a Licence Agreement under this Policy;
- e) Township-owned Property includes unopened road allowances (including original shore road allowances) and such other property owned or under the jurisdiction of the Township except such lands that are or form part of a designated park.

- 2.03 Notwithstanding the general policy set out in section 2.01, the Township may authorize the construction and/or maintenance of improvements upon/of Township-owned Property under a Licence Agreement and upon the imposition of such other conditions as Council may deem appropriate in the circumstances.

A Licence Agreement shall be valid for a period of up to ten (10) years (the Term of the Licence) and shall include provisions requiring, among other things, that:

- a) The Applicant shall be required to pay an annual Licence Fee in accordance with the Township's current applicable Fees and Charges By-law;
- b) Such improvements are to be removed and the Township-owned Property is to be returned to its natural state by the end of the Term of the Licence Agreement failing which the Township shall be entitled to do so at the Applicant's sole cost and expense;
- c) Any work conducted under authority of the Licence Agreement will be at the Applicant's sole expense;

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- d) All expenses of the Township shall be paid for by the Applicant; and
- e) Any unpaid costs incurred by the Township shall be deemed to be a debt of the Applicant and may be added to the tax roll of the Benefitting Property in accordance with the *Municipal Act, 2001, as amended*.

2.04 Prior to the end of the Term of the Licence, a Licencee may make application to renew the Licence Agreement for a further period of up to ten (10) years under the terms and application form of that day or to make application to purchase the original shore road allowance in accordance with any applicable property disposal policy or by-law then in force.

### 3 Application

3.01 To obtain authorization, an application shall be submitted to the Township accompanied by:

- a) The initial Administration Fee, as per the Township's current Fees and Charges By-law;
- b) A deposit for the Township's expenses, as per the Township's current Fees and Charges By-law;
- c) Seasonal (summer) pictures of current shoreline vegetation or subject Township-owned Property, where applicable;
- d) A detailed sketch or site plan, "to scale", which clearly shows the following:
  - i) The location and measurements of all existing and/or proposed structures on the Applicant's property;
  - ii) The location and measurements of all existing and/or proposed encroachments on the Township-owned Property;
  - iii) The distance from the encroachments to the abutting lot lines and from the shoreline;
  - iv) Vegetation;
  - v) Septic System and Well; and
  - vi) Driveways and paths.
- e) Letter of Authorization, if the Applicant has hired an authorized agent to act on their behalf.

3.02 The initial Administration Fee shall be established in the Township's Fees and Charges By-Law, and shall be used to cover the Township's internal expenses in relation to:

- a) Review of the application and creation of the new file;
- b) Circulations to various departments;
- c) Correspondence with Applicant (prior to the Licence Agreement being considered by Council);

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- d) Site visit of the subject Township-owned Property (*if required*);
  - e) Review of draft plan of survey (*where applicable*);
  - f) Preparation of preliminary report and By-law for Council;
  - g) Preparation of the Licence Agreement;
  - h) Execution of Licence Agreement by Mayor and Clerk-Administrator or designate.
- 3.03 The deposit shall be established in the Township's Fees and Charges By-law, and shall be used to cover the Township's expenses in relation to any research of Applicant and/or Township-owned Property, including legal description, title searches, etc.
- As such, the Applicant(s) will be required to enter into a Cost Acknowledgement Agreement with the Township for said deposit. This Agreement shall be executed upon the submission of the application for a Licence Agreement.
- 3.04 Applications will be circulated to Township Departments (Building & By-law Services, Administration, Public Works and Facilities) for comment. Applications will then be presented to Council in the form of a preliminary report and By-law. Council may grant preliminary approval of the Licence Agreement, subject to conditions, or reject such application, at Council's sole discretion.
- 3.05 Upon the approval of a Licence Agreement via adoption of a By-law by Council, the Township will:
- a) Complete any additional research of the Applicant and/or Township-owned Property, including legal description, title searches, etc. (*where applicable*);
  - b) Prepare the Licence Agreement, in triplicate.
- 3.06 Any and all legal costs incurred by the Township in the processing of the application, including but not limited to those matters set out in section 3.02 and 3.05, shall be drawn upon the deposit referenced in section 3.01(b) (*if required*).
- 3.07 If the Applicant withdraws its application following Council preliminary approval, the Township shall deduct and pay from the deposit any expenses it incurred and refund the balance of such deposit (if any) to the Applicant.
- 3.08 Upon being presented with the final Licence Agreement, the Applicant shall submit to the Township within 30 days of receiving the final Agreement:
- Three (3) copies of the Licence Agreement, duly signed;
  - Proof of current liability insurance in the amount not less than \$2,000,000 (two million), listing the Township of Perry as an additional insured; and
  - The annual Licence Fee, as per the Township's current Fees and Charges By-law.

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The first annual Licence Fee remittance is due on the date of execution of the Licence Agreement.

- 3.09 One original copy of the Licence Agreement will be returned to the Applicant upon execution by the Clerk-Administrator or designate.
- 3.10 Authorizations (a Licence Agreement) issued under this Policy are at the discretion of Council and no permanent rights of any kind whatsoever are conferred by the Licence Agreement.
- 3.11 Licence Agreements are **non-transferable**, except with the written consent of the Township. The Licence Agreement shall include provisions requiring the Township to be notified immediately of any change of ownership of the Benefitting Property.
- 3.12 The Licence Agreement will require the Applicant to:
- Obtain and provide confirmation of a policy of insurance covering the lands subject to the Licence Agreement, which includes, without limitation coverage, in the minimum amount of two million dollars (\$2,000,000) with the Township of Perry named as additional insured. Such policy will be the primary policy if a loss occurs or if any action, suit, claim or demand is brought against the Township. The Applicant is responsible for the payment of all premiums and for the costs of defending or settling any such actions, suits, claims or demands against the Township;
  - Indemnify and save harmless the Township in a form satisfactory to the Township;
  - Pay for any work conducted by the Township to return the Township-owned Property to a natural state (*if required*).
- 3.13 The annual Licence Fee and proof of current liability insurance is due on or before January 1<sup>st</sup> of each year thereafter during the term of the Licence Agreement.
- 3.14 The issuance of authorization (a Licence Agreement) may be considered for the following:
- New and/or existing improvements upon/of Township-owned Property that directly abuts the Benefitting Property;
  - New and/or existing improvements upon/of Township-owned Property that does **not** directly abut the Benefitting Property provided that the Township-owned Property to which the Licence Agreement would apply shall generally be located between the straight-line projection of the side lot lines of the Benefitting Property across intervening public lands (which may include a public highway or crown land) and onto the subject Township-owned Property. Council shall retain the discretion to authorize variances of the projection of the side lot lines as it deems appropriate in the specific circumstances.
- 3.15 General Conditions:

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- a) The initial Administration Fee submitted with an application is non-refundable;
  - b) A Licence of Occupation application will be considered expired if it has been inactive for a period of six (6) months from the date of receipt of the complete application;
  - c) In considering issuance of an authorization (a Licence Agreement), Council must be satisfied that the proposed Licenced Lands are of sufficient size to obtain a building permit;
  - d) In addition to restrictions, regulations, etc. imposed under this Policy or a Licence Agreement, any proposed and/or existing Improvement(s) (and/or repairs or replacement of) must comply with regulations as applicable (e.g. Zoning By-law, Provincial and Federal Legislation/Regulations);
  - e) Authorizations for permanent Improvement(s), such as a boathouse or cottage, will only be considered where the Township has determined that it is not in the public interest to sell the affected Township-owned Property to the Applicant;
  - f) Improvements that constitute a building or structure shall not be located closer than 3m to the travelled portion of any public highway;
  - g) Subject to subsection (f) above, new docks and related stairs/landings are the only structures that may be authorized under a Licence Agreement; such docks cannot be larger than 27 square metres and pathways and stairs shall be no wider than 1.5 metres;
  - h) Repairs to or replacement of existing Improvement(s) are limited to the same size/square footage as the original Improvement(s), but not necessarily the same configuration, and may require additional approvals (subject to Subsection (d) above);
  - i) A draft plan of survey or a real surveyors property report may be required to determine associated properties, lot lines, and/or encroachments onto the Township-owned Property. A request for the completion of a draft plan of survey or real surveyor's property report is at the sole discretion of Council, upon the request from the Clerk-Administrator or designate via a preliminary approval report;
  - j) If, at any time during the process, an additional Site Visit is required by the Township or requested by the Applicant, a cost of \$100 may be applicable as per the Township's current Fee and Charges By-law.
- 3.16 An executed Licence Agreement shall constitute the authorization of the Township (the owner of the Licenced Lands) to the Licencee (the Benefitting Property owner) to apply for a building permit for the Licenced Land.
- 3.17 A building permit shall **not** be issued for Licenced Land until the Licence Agreement is executed by the Applicant and the annual Licence Fee and proof of current liability insurance is provided to the Township, unless at the discretion of the Clerk-Administrator

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and Chief Building Official if they deem the issuance of a building permit necessary due to an exceptional circumstance(s).

**4 Administration**

- 4.01 The Chief Building Official and Clerk-Administrator, or designate(s), shall follow this procedure in the processing of an Application for Licence of Occupation and applicable building permit applications.
- 4.02 This policy shall be reviewed at least every five (5) years to ensure compliance with current law and legislation.

**5. Revision Control**

Revision Date	Revision	Effective Date

**6. Attachments**

- 6.01 Attachment A – Application for a Licence of Occupation Agreement
- 6.02 Attachment B – Sample Licence of Occupation Agreement
- 6.03 Attachment C – Sample Application Site Sketch

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Attachment A

Application for Licence of Occupation

A. Applicant(s)

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

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

Phone: \_\_\_\_\_

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

Submitted herewith is the following:

- 1) Administration Fee, as per the Township's current Fees and Charges By-law;
2) Seasonal (summer) pictures of Township-owned Property (e.g. original shore/road allowance);
3) A detailed sketch or site plan, "to scale", which clearly shows the location and measurements of all existing and/or proposed structures on the Applicant's property and all existing and/or proposed Improvement(s) on the abutting Township-owned Property (e.g. septic systems, well, vegetation, driveways and paths);
4) A letter of authorization from the Applicant appointing an agent. Required (if agent assigned) Yes [ ] No [ ]

B. Encroachment

Nature of Installation/Construction: \_\_\_\_\_

Proposed Structure(s): \_\_\_\_\_

Existing Structures(s): \_\_\_\_\_

Location of Installation: Lot \_\_\_\_\_, Conc. \_\_\_\_\_, Plan \_\_\_\_\_

Roll # \_\_\_\_\_

Civic Address \_\_\_\_\_

PIN (Property Identification Number)(if available) \_\_\_\_\_

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**C. Solicitor (if applicable)**

Firm & Solicitor Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

**D. Acknowledgement**

1. We, the undersigned, hereby apply to the Township of Perry for a Licence Agreement for the proposed and/or existing Improvement(s) on the above property and shall duly execute said Licence Agreement once prepared.
2. We agree to pay the annual Licence Fee pursuant to the Township's current Fees and Charges By-law, and annually provide proof of current liability insurance in the amount not less than \$2,000,000 (two million) listing the Township of Perry as an additional insured, *plus* pay any and all legal costs and other fees required with the issuance of a Licence Agreement.
3. We authorize Township staff to enter onto the above property to conduct a site visit in accordance with the processing of this application and in completing any necessary work related thereto.
4. We understand that we will not be issued any building permit for construction on Township-owned Property prior to the execution of the Licence Agreement.
5. We understand and acknowledge that the subject Improvement(s) are required to be:
  - a) Removed by the end of the term of the Licence Agreement (10 years), and the Township-owned Property is to be returned to its natural state and any work from doing so will be at the Applicant's expense; or
  - b) Make application for a new Licence Agreement for a further term of ten (10) years under the terms and application of that day; or
  - c) Original Shore Road Allowance is purchased from the Township at the end of the term of the Licence Agreement (10 years).

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Authorized Agent (please attach letter of authorization)

\_\_\_\_\_  
Date

The personal information on this form is being collected pursuant to the Municipal Freedom of Information and Protection of Privacy Act and the Municipal Act, for the principle purpose of processing this application. Questions about this collection should be directed to the Clerk-Administrator, Township of Perry, Box 70, Emsdale, Ontario, P0A 1J0, (Telephone 705-636-5941).

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**Attachment B**

**SAMPLE LICENCE OF OCCUPATION AGREEMENT**

**LICENCE OF OCCUPATION AGREEMENT #XX-XX**

**THIS AGREEMENT** made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 202X

BETWEEN:

**XXXXX**

(hereinafter called the "Licencee")

- and -

**THE CORPORATION OF THE TOWNSHIP OF PERRY**

(hereinafter called the "Township")

**WHEREAS**

1. The Licencee(s) is/are the registered owner(s) of the lands described in Schedule "A" (hereinafter referred to as the "Benefitting Property").
2. The Township owns property described as:  
  
Part of the Original Shore Road Allowance in front of Lot XX, Concession XX, Part XX on Plan XX, Township of Perry, as identified on an excerpt of Plan XX which is attached hereto as Schedule "B" (hereinafter referenced to as the "Licenced Lands").
3. The Licencee(s) own a XXXXX that encroaches and occupies part of the Licenced Lands, being Part of the Original Shore Road Allowance in front of Lot XX, Concession XX, Township of Perry, and have applied for a Licence Agreement to permit said encroachment (hereinafter referred to as the "Improvement").

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4. The Corporation of the Township of Perry deems it desirable to grant to the Licencee(s) a licence for the Improvement on the Licenced Lands.

**NOW THEREFORE THIS AGREEMENT WITNESSESS**, that in consideration of the mutual covenants contained in this agreement, and of the sum of \$XXX per annum payable by the Licencee(s) to the Township for the term of Ten (10) years in accordance with the requirements set out in paragraph 5 below, the parties agree as follows:

1. The Township hereby grants to the Licencee(s) a licence to allow the Improvement of a XX and access to said XX until December 31<sup>st</sup>, 20XX, over those parts of the Licenced Lands, specifically part of the Original Shore Road Allowance in front of Lot XX, Concession XX, Part XX on Plan XX, Township of Perry, subject to the terms, clauses, and conditions contained in this Agreement. No other works or improvements are to take place or be located on the Licenced Lands unless specified by this Agreement.
2. The Licencee(s) shall at their/his/her own expense and to the satisfaction of the Township keep and maintain the Improvement in good and proper repair and condition at all times.
3. The Licencee(s) agrees that this agreement shall be binding on the Licencee's heirs, successors, administrators and assigns and shall run with the lands described in Schedule "A". The Licencee(s) agree to execute such further and other documents, consents, or applications as required for the purpose of giving effect to the provisions of this agreement. The Licencee(s) covenant and agree to obtain a similar covenant from any successor, hier or assign and shall provide actual notice of this agreement to such persons (herein referred to as the "Purchaser"). The Licencee(s) shall obtain from any Purchaser a simliar covenant to provide actual notice to any subsequent Purchaser *ad infintium*.
4. Notwithstanding the general terms set out in paragraph 3 above relating to the transfer and assignment of this Agreement, the Licencee(s) acknowledge and agree that this Agreement shall not be transferred and may not be assumed without prior written consent of the Township.
5. The Licencee(s) shall pay to the Township a Licence Fee of \$XXX per annum within 10 days upon receipt of an invoice for such fee by the Township for the term of this Agreement, and further agrees to pay, in the future, such annual Licence Fee as may be determined by resolution of the Township. In the event that the Licencee(s) fails to pay the annual Licence Fee to the Township, the outstanding debt shall be deemed a debt owing to the municipality and collectible in the same manner as taxes and to which the provisions of Section 446 of the *Municipal Act, S.O. 2001, c. 25, as amended*, shall apply to the lands described in Schedule "A".

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6. The Licencee(s) shall deposit with the Township annually evidence of liability insurance covering the Improvement, in the minimum amount of two million dollars (\$2,000,000) with the Township of Perry listed as an additional insured on the lands identified in Schedule "A" to this Agreement. The Licencee(s) shall maintain the policy of insurance in force during the term of this Agreement. The property owner's policy is the primary policy if a loss occurs or if any action, suit, claim or demand is brought against the Township. The property owner is responsible for the payment of all premiums and for the costs and expenses of defending or settling any such actions, suits, claims, or demands against the Township.
7. Nothing contained in this Agreement shall be construed as giving to the Licencee(s) anything more than permission to maintain the Improvement until such time as the removal of such Improvement may be required. For greater certainty, the Improvement is to be removed from the Original Shore Road Allowance, at the Licencee(s) expense, upon expiry of this Agreement and the Licenced Lands are to be returned to its natural state.
8. The Licencee(s) will not call into question directly or indirectly any proceeding whatsoever in law or in equity or before any administrative or other tribunal the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the Township in any such action or proceeding as a complete and conclusive estoppel or denial of such right.
9. The Licencee(s) agrees to indemnify and save harmless the Township from and against all claims, losses, damages, judgments, costs, expenses, actions, and other proceedings made, sustained, brought, prosecuted or threatened to brought or prosecuted that are based upon, occasioned by or attributed to any bodily injury to or death of a person or damage to or loss of property caused by a negligent act or omission on the part of the indemnified party connected with this Agreement or on account of the permission granted to the Licencee(s) and/or the exercise by the Licencee(s) of such permission and/or the erections and maintenance of the Improvement and appurtenances and/or anything relating against or made upon the Township or any of its officers, servants, workers or employees.
10. The Licencee(s) shall pay any and all reasonable costs as may be incurred by the Township, its solicitor and its staff for any work performed in connection with the preparation, execution and administration of this Agreement or any subsequent costs as a result of non-compliance with this Agreement. The Licencee(s) acknowledges and agree that it will be responsible for the costs and performance for all the Licencee(s) obligations herein unless specifically relieved from such obligation by the terms of this Agreement.

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11. The Licencee(s) will at their/his/her own cost and to the satisfaction of the Township, alter or remove the Improvement from the Licenced Lands upon receiving thirty (30) days notice in writing from the Clerk-Administrator and/or Chief Building Official, prior to the date specified by such notice, without being entitled to any compensation whatsoever for such alteration or removal. If the Licencee(s) fails to alter or remove the Improvement as requested by the Clerk-Administrator and/or Chief Building Official, the Township may remove or alter the Improvement at the cost of the Licencee(s) and the certificate of the Clerk-Administrator and/or Chief Building Official shall be final and binding upon the Licencee(s) and the Township may recover the cost from the Licencee(s) in any court of competent jurisdiction as a debt due and owing to the Township or the Township may deem the cost to be taxes to which the provisions of Section 446 of the *Municipal Act, S.O. 2001, c.25, as amended*, shall apply to the lands described in Schedule "A".
12. In the event of the Licencee(s) transferring or selling the lands or any portion thereof, the Licencee(s) shall forthwith notify in writing the Clerk-Administrator and/or Chief Building Official of such sale or transfer, together with the name and address of the transferee or purchaser.
13. The Township, its officers, servants, workers, employees, agents, and contractors under its control or supervision, or any of them shall have the right from time to time and at all reasonable times during the currency of this Agreement and may provide notice, to enter in and upon the Benefitting Property or any part thereof, with all necessary works, plant equipment and material for the purpose of inspecting the Improvement or moving the Improvement from the Licenced Lands as hereinbefore provided; PROVIDED THAT such inspection shall not free or relieve the Licencee(s) in any way whatsoever from liability under the covenant to keep and maintain the Improvement in good and proper repair and condition.
14. Any notice required or permitted to be given by one party to the other pursuant to the terms of this Licence Agreement may be given:

To the Township at:  
1695 Emsdale Road, PO Box 70  
Emsdale, ON P0A 1J0  
Attention: Clerk-Administrator

To the Licencee at:  
XXXXX  
XXXXX

- (1) The above addresses may be changed at any time by giving written notice from one party to another in accordance with this provision.

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- (2) Any notice given by one party to the other in accordance with the provisions of the Licence Agreement shall be deemed conclusively to have been given and received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed by registered mail.
  
- 15. Nothing contained in this Agreement shall be construed as giving the Licencee(s) anything more than a licence to maintain the Improvement until such time as the removal of the Improvement may be required.
  
- 16. The Licencee(s) agrees to pay all taxes, rates, and assessments relating to the land on which the Improvement is located if they are ever levied by the Township.

IN WITNESS the Parties have set their hands and seals.

SIGNED, SEALED AND DELIVERED	)	
in the presence of	)	
	)	
_____	)	_____
Witness as to the signature of	)	XXXXXXXXXX
XXXXXXX	)	
	)	
_____	)	_____
Witness as to the signature of	)	XXXXXXXXXX
XXXXXXX	)	

IN WITNESS WHEREOF the Parties herein have hereunder caused to be fixed their corporate seals under the hands of their proper signing officers duly authorized in that behalf.

DATED at Emsdale, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 202X.

THE CORPORATION OF THE TOWNSHIP OF PERRY

\_\_\_\_\_  
*Mayor*

\_\_\_\_\_  
*Clerk-Administrator*

We have authority to bind  
the corporation.

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**Schedule "A" to the Licence of Occupation Agreement**

"Benefitting Property" – the Applicant's land.

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**Schedule "B" to the Licence of Occupation Agreement**

Excerpt of Sketch / Plan of the Benefitting Property and Township-owned Property (Licenced Lands) and Improvement thereupon.

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THE CORPORATION OF THE  
TOWNSHIP OF PERRY

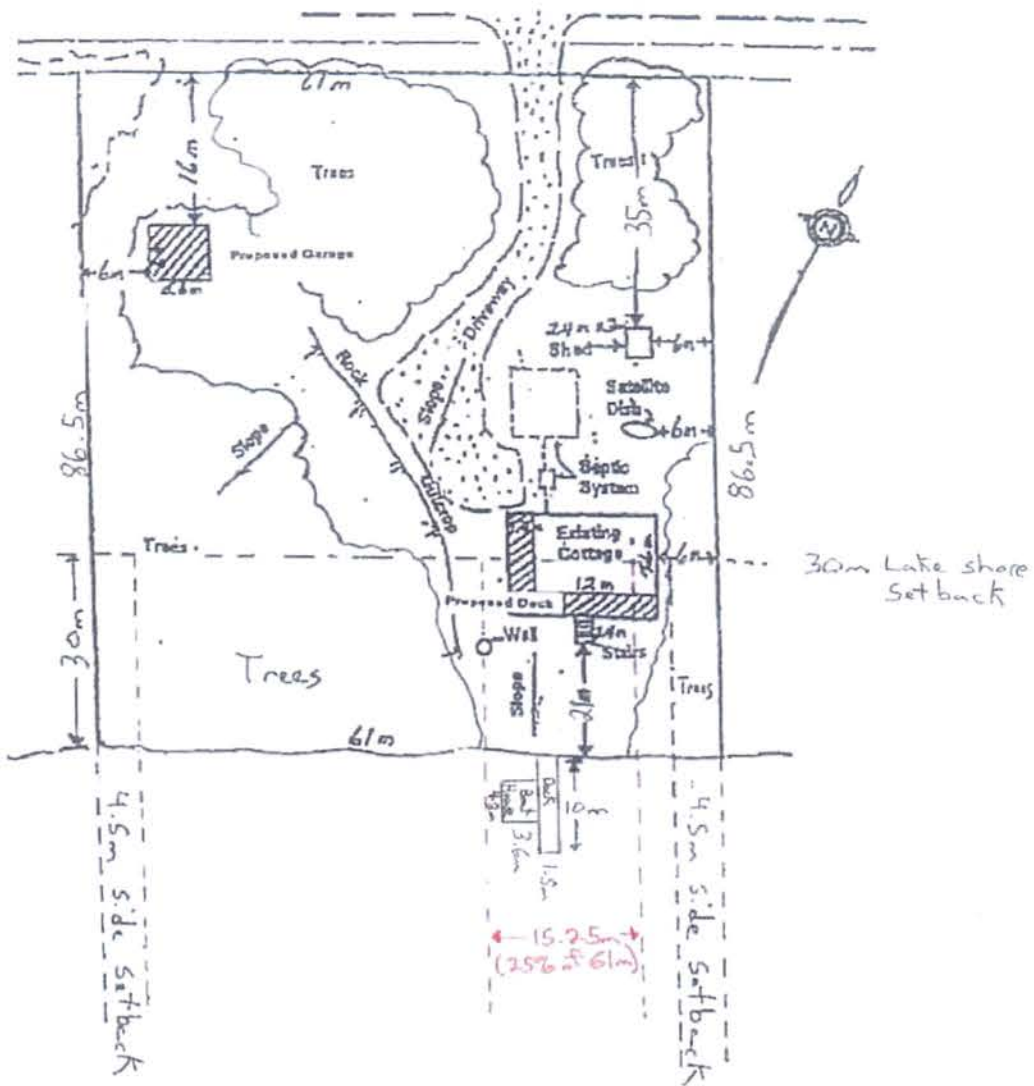
SUBJECT: Licence of Occupation Policy

POLICY: 2020-01

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Attachment C

SAMPLE APPLICATION SITE SKETCH



APPROVED BY: Council

ISSUE DATE: April 1, 2020

REVISION DATE: