

## ENCROACHMENT APPLICATION

<b>ENCROACHMENT ADDRESS:</b> _____	
<b>Name of Property Owner:</b> _____	
<b>Please Note: If there are multiple property owners or company owned, further information is required below</b>	
<b>Mailing Address:</b> _____	<b>Postal Code:</b> _____
<b>Email Address:</b> _____	<b>Phone:</b> _____

ALL ADDITIONAL PROPERTY OWNERS ON TITLE / ALL COMPANY SIGNING OFFICERS:			
<b>Name(s):</b>			
<b>Email Address:</b>			
<b>Phone Number:</b>			
<b>Mailing Address:</b>			

<b>Name of Applicant:</b>	Same as above <input type="checkbox"/> OR: _____	<b>Postal Code:</b> _____
<b>Mailing Address:</b>	_____	<b>Phone:</b> _____
<b>Email Address:</b>	_____	

<b>DESCRIPTION OF PROPOSED ENCROACHMENT:</b>

<b>REQUIRED DOCUMENTS TO BE SUBMITTED WITH APPLICATION:</b>
<input type="checkbox"/> Drawing Provided <input type="checkbox"/> Insurance Provided <input type="checkbox"/> Articles of Incorporation have been provided (if the property is owned by a company)

<b>FEES (VISA, MASTERCARD, Cash, debit, or cheque payable to “Corporation of City of Windsor”):</b>	
<b>Initial Fees (Due at Time of Application):</b>	
<b>\$593.00</b>	Application Fee (Right-of-Way Permit fee & Geographic Information System (GIS) fee included)
<b>\$420.00</b>	Agreement Fee (Agreement Preparation)
<b>\$1013.00</b>	<b>Total</b>
<b>Additional Fees (Due upon execution of Encroachment Agreement):</b>	
<b>See User Fee Schedule</b>	<b>One-time Encroachment Fee</b> (Residential - R1 & R2) <b>OR</b> <b>Annual Encroachment Fee</b> (Commercial and >=R3)
<b>\$80.00</b>	<b>Annual Inspection Fee</b> (Commercial and >=R3 <u>ONLY</u> )

<b>RESIDENTIAL ONE-TIME ENCROACHMENT FEES:</b>	
Apply one-time to taxes:	<input type="checkbox"/> YES (rate of prime plus 1% over five years) <input type="checkbox"/> No (Online Payment, once agreement is signed)

**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 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 City's Risk Management Division.
    - 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 City of Windsor**" as an additional insured, and containing a 30-day cancellation notice requirement.
    - b) Commercial Properties – A Certificate of Insurance with proof of General Liability Insurance in the amount of at least \$5,000,000.00 per occurrence, containing an endorsement naming "**The Corporation of the City of Windsor**" as an additional insured, containing a 30-day cancellation notice requirement and must 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 City's Solicitor 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 THE ENGINEERING DEPARTMENT AT:**

**Email:** [engineeringdept@citywindsor.ca](mailto:engineeringdept@citywindsor.ca) | **Phone:** 519-255-6257 | **In Person:** 350 City Hall Square West, Suite 210, Windsor, ON | N9A 6S1

**Encroachment – User Fee Schedule**

**Residential & Partially Exempt Encroachment Formula**

*Land Value x Area of Encroachment x Residential & Non Profit Factor x Risk Factor = Fee*

**Non Residential Encroachment Formula**

*Land Value x Area of Encroachment x Non Residential Factor x Risk Factor = Fee*

**Parking Encroachment Formula**

*Area of Parking Encroachment x \$1.75 = Fee (One Time or Annual Fee based on Zoning)*

**LAND VALUES**

Residential (R1 & R2 only)	\$12.00/ft <sup>2</sup>
Commercial (and >=R3)	\$15.00/ft <sup>2</sup>
Industrial	\$7.00/ft <sup>2</sup>
Institutional	\$5.00/ft <sup>2</sup>
Downtown	\$36.00/ft <sup>2</sup>

**PARKING SPACE VALUE**

\$350.00/200ft<sup>2</sup> parking space (\$1.75/ft<sup>2</sup>)

**RISK FACTOR**

Below Grade	0.70 Risk Factor
Grade to 2.4m (8'-0")	1.25 Risk Factor
Above 2.4m (8'-0")	0.30 Risk Factor

**ZONING FACTOR**

Residential & Partially Exempt Factor = 0.5

Non Residential Factor = 0.05

