



**Township of Algonquin Highlands  
Policies and Procedures Manual  
License of Occupation for New and Existing Structures on Township  
Owned Shore Road Allowances that are not adjacent to Applicants  
Property**

**Schedule "A"  
Approved by By-Law Number: 2023-98**

**Purpose**

To provide for procedures for entering into license agreements for new and existing dock encroachments, which includes stairs, on all Township owned original shore road allowances that are not directly abutting the applicant's property (e.g. a road lies between the original shore road allowance and the applicant's property.)

**Policy**

This policy shall be reviewed at least every five years to ensure compliance with current law and legislation.

**Application**

Application shall be submitted to the Township accompanied by:

- a) Application fee, as per the Township Planning Fee By-law;
- b) Seasonal pictures of current shoreline vegetation;
- c) Copy of applicant's property deed;
- d) Copy of the Reference Plan for the applicants property to determine lot line extension;
- e) \$2500.00 deposit towards the legal fees related to processing the License of Occupation;
- f) A detailed sketch or site plan "to scale", which clearly shows the following:
  - i) The location and measurements of all existing and/or proposed dock encroachments on the township property;
  - ii) The location and measurements from any travelled road;
  - iii) The location and measurements from lot lines (straight line projection of the side lot lines of the subject property);
  - iv) Existing private utility lines (water, electrical) crossing the Township Road.

The benefiting property shall be directly across the road (i.e. located between the straight line projection of the side lot lines of the subject property, must be of sufficient size to obtain a building permit, for a dock and must conform to the Township's Comprehensive Zoning By-law, Ontario Building Code and all other applicable legislation.

### **Procedure**

The initial application fee, as per the Township's Planning Fee By-law shall include:

- a) Review of the application;
- b) Circulation to various departments (Public Works, Building/By-law, Planning);
- c) Correspondence with applicant pre approval;
- d) Transfer of file to solicitor with instruction letter;
- e) Preparation of preliminary approval report to Council;
- f) Review of reference plan

The Township solicitor shall act on behalf of the Township for the License of Township lands. All legal fees associated with the License Agreement, are the responsibility of the applicant. A \$2500 deposit will be required at the time of application to be applied towards the legal fees.

Upon preliminary approval, the file will be transferred to the Township's solicitor for processing. The Township solicitor will, upon receiving instruction, proceed as follows:

- a) Search the title to confirm that the applicant is the owner of property adjacent to the subject lands and that the Township is the owner of the subject lands;
- b) Prepare the License Agreement and forward to applicant for signature;
- c) Submit the title search and signed License Agreement to the Township for completion.

The applicant shall submit to the Township three copies of the duly signed Agreement and the initial application fee, and annual fee, as per the Planning Fees By-law.

A report and an authorizing by-law will be prepared, together with the License of Occupation Agreement duly signed by the applicant(s) and submitted to the Township of Algonquin Highlands Council for consideration. One original copy of the Agreement will be returned to the applicant(s) upon receiving authorization by Council. **The License of Occupation shall be registered on title.**

All permanent docks will require a building permit. No building permits will be issued until the Agreement receives Council authorization.

All License Agreements are at the discretion of Council and no permanent rights of any kind whatsoever are conferred by the License Agreement. Any License issued shall not be for more than 10 years.

The annual fee is due on the date of execution of the Agreement and on January 1<sup>st</sup> of each year thereafter during the currency of the Agreement.

The Township shall be notified immediately of any change of ownership of the subject property. License Agreements are transferable. New owners shall be required to proof of liability Insurance to the satisfaction of the Township immediately upon the License Agreement being transferred.

### **Liability Insurance**

License Agreement holders will be required to deposit, with the Township, annually during the term of the agreement, a certificate of public liability insurance covering the encroachments, in the minimum amount of two million dollars (\$2,000,000.00) with the Township and the applicant as the insured. The property owner's 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.

The Property owner agrees to indemnify and save harmless the Township from and against all actions, suits, claims, or demands of any nature of kind whatsoever arising out of or connected with this Encroachments Agreement.

If the application is denied, half of the application fee will be refunded. The same refund shall be provided, should it be found that a License of Occupation Agreement has already been issued to the applicant.

If the applicant withdraws their application following its initial approval, the total application fee will be retained by the Township.

### **Docks**

Docks, stairs and a pump house are the only permitted structures to be built on the Township owned shore road allowance, in accordance with this policy, the current Comprehensive Zoning By-law and Ontario Building Code. No structure of any sort shall be permitted to be built on the dock (e.g. gazebo, shed, shelter).

Docks shall not be located closer than 3m (10 ft) to the traveled portion of the Township road.

No structures of any sort, including docks shall be permitted on lands designated as public parks, unless constructed by the Township of Algonquin Highlands.

No structures of any sort, including docks, shall be permitted on township owned shore road allowances unless in accordance with this policy and the Township's Comprehensive Zoning By-law.

Docks shall not be larger than a total of 3m (10 ft) wide.

The shoreline area subject to a License of Occupation will be required to remain in a natural state except for where permitted structures and pedestrian access are to be

located. Planting of additional native vegetation on shoreline area subject to a License of Occupation is encouraged.

Existing structures in contravention of this policy as of the date of its passing, within the Township of Algonquin Highlands shall be allowed to remain. Replacement of existing structures in contravention to this Policy will not be permitted. Minor repairs to existing structures shall be permitted at the discretion of the Township of Algonquin Highland's Chief Building Official.

Structures deemed to be unsafe by the Township will be required to be repaired or replaced at the discretion of the Township of Algonquin Highlands.

A License of Occupation Agreement Application will be considered expired if it has been inactive for a period of six months.

Where an Application for a License of Occupation will not comply with the subject Policy the applicant may apply for an exemption to this Policy. Council at its sole discretion may consider granting or refusing a site specific exemption based on information received from the applicant, staff and/or the public.

Council is the approval authority for all applications.

The Township of Algonquin Highlands reserves the right to terminate a license of occupation at its sole discretion.



**Attachment A**  
**Application for Encroachment Agreement**

**A. Applicant(s)**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

Submitted herewith is the following:

1. Application Fee, as per the Township's User Fee By-law;
2. Seasonal (summer) pictures of 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/encroachments on the on the abutting township property (i.e. structures, vegetation, utility lines and paths);
4. Copy of applicants Property Deed;
5. Copy of the Reference Plan for the applicants property;
6. \$2500.00 deposit towards the legal fees related to processing the License of Occupation;
7. A letter of authorization, from the applicant if appointing an agent;
8. A certificate of public liability insurance covering the encroachments, in the minimum amount of two million dollars (\$2,000,000.00) with the Township and the applicant as the insured.

**B. Structure/Encroachment**

**Nature of Installation** \_\_\_\_\_

**Existing/Proposed** \_\_\_\_\_

**Locations of Installation:**

**Lot** \_\_\_\_\_, **Conc.** \_\_\_\_\_,

**Parts** \_\_\_\_\_, **Plan** \_\_\_\_\_

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

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

**C. Solicitor (if applicable)**

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

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

Phone # \_\_\_\_\_

Email \_\_\_\_\_

**D. Acknowledgement**

1. We, the undersigned, hereby apply to the Township of Algonquin Highlands for a License Agreement for the proposed and/or existing structures/encroachments on the above property.
2. We agree to pay an annual License agreement fee pursuant to the Township User Fee By-law, plus all legal costs and other fees required with the issuance of a License Agreement.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

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

Date: \_\_\_\_\_

**Attachment B**

**Sample Encroachment Agreement**

**Encroachment Agreement #XX-XX**

**This Agreement** made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**Between:** XXXXXXXX

(hereinafter called the "Owners")

**-And-**

**The Corporation of the Township of Algonquin Highlands**

(hereinafter called the "Township")

**Whereas**

1. The Owners are the registered owners of the lands described in Schedule "A" (hereinafter referred to as the "Lands").
2. The Township owns the Original Shore Road Allowance \_\_\_\_\_ of Lot XX, Concessions XX in the geographic Township of \_\_\_\_\_.
3. The Owners owns (or wishes to construct) a dock that encroaches (or will encroach) and occupies part of the Township Lands on \_\_\_\_\_ of Lot XX, Concession XX and in the geographic Township of \_\_\_\_\_ and have applied for a License Agreement to permit said encroachment (hereinafter referred to as the "Encroachment").
4. The Council of The Township of Algonquin Highlands deems it desirable to grant to the Owners a License for the Encroachment on the Township lands.

**Now Therefore This Agreement Witnesses,** that in consideration of the mutual covenants contained in this agreement, and of the sum of \$750.00 application fee and \$500.00 per annum payable by the Owners 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 Owners a License to allow the encroachment of a dock and access to said dock until December 31<sup>st</sup>, XXXX, over those parts of the Township lands, specifically XXXXXX, subject to the terms, clauses and

conditions contained in this Agreement. No other works or encroachments are to take place or be located on the XXXXX lands unless specified by this Agreement.

2. The Owners shall at their own expense and at the satisfaction of the Township keep and maintain the Encroachment in good and proper repair and condition at all times.
3. The Owners agree that this agreement shall be binding on the Owners' heirs, successors, administrators and assigns and shall run with the lands described in Schedule "A". The Owners agree to execute such further and other documents, consents or application as required for the purposes of giving effect to the provisions of this agreement. The Owners covenant and agree to obtain a similar covenant from any successor, heir, or assign and shall provide actual notice of this agreement to such persons (hereinafter referred to as a "Purchaser"). The Owners shall obtain from any Purchaser a similar covenant to provide actual notice to any subsequent Purchaser *ad infinitum*.
4. Notwithstanding the general terms set out in paragraph 3 above relating to the transfer and assignment of this Agreement, the Owners acknowledge and agree that this Agreement shall not be transferred and may not be assumed without the prior written consent of the Township.
5. The Owners shall pay to the Township an Encroachment Fee of \$500.00 per annum within 10 days upon receipt of an invoice for such fee by the Township, and further agrees to pay, in the future, such annual encroachment fee as may be determined by resolution of the Township. In the event that the Owner fails to pay the annual encroachment fee to the Township the outstanding debt shall be deemed to be 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".
6. The Owners shall deposit with the Township a policy of public liability (Personal injury and the lands damage) insurance covering the erection and/or maintenance of the Encroachment in a form and with an insurer satisfactory to the Township. The policy of insurance shall insure and indemnify the Township and the Owners, against any loss arising from claims of damages, injury or otherwise in connection with the Encroachment on the lands identified in Schedule "A" to this Agreement. The Owners shall maintain the policy of insurance in force during the currency of this Agreement. The Township shall specify the limits of the policy of insurance which shall not be less than Two Million Dollars (\$2,000,000) inclusive for public liability. The Policy of insurance shall include the names of the Township and Owner as insurers. The Owners shall pay the premium on the policy or policies of insurance and shall annually



furnish the Township with satisfactory evidence that such insurance is in full force and effect and that the premiums are paid.

7. Nothing contained in this Agreement shall be construed as giving to the Owners anything more than permission to maintain the Encroachment until such time as the removal of such Encroachment may be required. If, or when, the Encroachment is to be removed from the Original Shore Road Allowance, at the Owner's expense, the encroached lands are to be returned to its natural state.
8. The Owners will not call into question directly or indirectly in 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 Owners agree to indemnify and save harmless the Township from and against all actions, suits, claims or demands of any nature or kind whatsoever arising out of or connected with this Agreement or on account of the permission granted to the Owners and/or the exercise by the Owners of such permission and/or the erections and maintenance of the Encroachment and appurtenances and/or anything relating thereto. And That in case of any such action, suit, claim or demand be brought against or made upon the Township or any of its officers, servants, workers, or employees, the Township, may upon written notice to the Owners, **and if not forbidden by the Owners**, within fourteen (14) days thereafter, if the Township shall see fit, compromise any such actions, suits, claims or demands on such terms as the Township shall see fit, and the Owners shall forthwith pay to the Township the sum or sums to be paid together with such sum as shall represent the reasonable costs of the Township and their Solicitors in defending or settling any such actions, suits, claims or demands, but if the Owners forbid such compromise within the period, or if no such compromise be effected, then the Owners may be made a party to such action, suits, claims or demands and will in every case fully indemnify the Township, its officers, servants, workers or employees.
10. The Owners shall pay all reasonable costs as may be incurred by the Township, its solicitor and its staff for any work to be 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 Owners acknowledge and agree that they will be responsible for the costs and performance of all the Owners' obligations herein unless specifically relieved from such obligation by the terms of this Agreement.

11. The Owners will at their own cost and to the satisfaction of the Township, alter or remove the Encroachment from the Township Lands upon receiving thirty (30) days notice in writing from the Township's Planner, prior to the date specified by such notice, without being entitled to any compensation whatsoever for such alteration or removal. If the Owners fails to alter or remove the Encroachment as requested by the Township's Planner, the Township may remove or alter the Encroachment at the cost of the Owners and the certificate of the Township's Planner shall be final and binding upon the Owners and the Township may recover the cost from the Owners 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 Owners transferring or selling the lands or any portion thereof, the Owners shall forthwith notify in writing the Chief Administrative Officer and/or Clerk 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 Owner's lands or any part thereof, with all necessary works, plant equipment and material for the purpose of inspecting the Encroachment or moving the Encroachment from the Subject Lands as hereinbefore provided; Provided That such inspection shall not free or relieve the Owners in any way whatsoever from liability under the covenant to keep and maintain the Encroachment in good and property repair and condition.
14. For the purposes of this Agreement, notice may be given to the Owners by the Township by prepaid registered post at their tax roll address, and service shall be deemed effective three (3) days after mailing. The Owners may amend the address for service under this Agreement by deliver of notice in writing to the Township. Notices to the Township shall be to the attention of the Township Clerk.
15. For the purpose of the Agreement, notice may be given by the Owners to the Township by prepaid registered post addressed to the Township's Municipal Office to the attention of the Township Chief Administrative Officer and/or Clerk and service shall be deemed effective four (4) days after mailing.
16. Nothing contained in this Agreement shall be constructed as giving the Owners anything more than a License to maintain the Encroachment until such time as the removal of the Encroachment may be required.

17. The Owners agree to pay all taxes, rates and assessments relating to the land on which the Encroachment 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      XXXXXXXXXXXXXXXXXXXX

\_\_\_\_\_  
Witness as to the signature of      XXXXXXXXXXXXXXXXXXXX

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

**The Corporation of the Township of Algonquin Highlands**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**Schedule "A"**

Owner Lands

Subject lands