

**PROCEDURE FOR REQUESTING  
AN  
ENCROACHMENT AGREEMENT**

**Definition:**

*Encroachment to advance beyond private property lines onto Public or City Property.*

To apply to the City of Cornwall for an Encroachment Agreement, the applicant shall:

- Step 1. Submit a completed application form along with **5 copies** of the necessary sketches, details and an application fee of \$200.00.  
(This application will be circulated to the various Municipal Departments for review)
- Step 2. **A report is prepared by the Planning Department with staff comments and presented to City Council at a regularly scheduled meeting, and a decision is made by Council. Council may approve or deny the request or approve with conditions.**
- Step 3. If approved by Council, the applicant can then have his solicitor prepare all the necessary forms which consist of:
- 4 copies of the proposed encroachment agreement as per example;(sample agreement attached)
  - 4 copies of a Schedule "A" which comprises of the legal description of the abutting building and a detail of the encroachment;
  - 4 copies of the Affidavit of Subscribing Witness;
  - A Certified Cheque made payable to the City of Cornwall in the amount of two dollars (\$2.00).
- Step 4. Submission of the prepared Agreement and accompanying documents will go to the Zoning & Site Plan Coordinator, for review.
- Step 5. The copies of the Agreement will then be forwarded to the City Clerk for signature by the Mayor and City Clerk.
- Step 6. Upon approval, the applicant's solicitor will register the Agreement
- Step 7. Two Registered copies to be returned to Zoning & Site Plan Coordinator.

Further information if necessary may be obtained by contacting the Zoning and Site Plan Coordinator at the Building Permits and By-law Enforcement Office at 930-2787 ext. 2365.



APPLICATION FOR  
AN  
ENCROACHMENT AGREEMENT

Name of Applicant \_\_\_\_\_

Address \_\_\_\_\_

Postal Code \_\_\_\_\_

Phone (H) \_\_\_\_\_ (W) \_\_\_\_\_ Email \_\_\_\_\_

**Details of Encroachment**

Location \_\_\_\_\_

Description \_\_\_\_\_

1. Type of construction: \_\_\_\_\_

2. Why is an encroachment necessary? \_\_\_\_\_

3. What alternatives have been considered? \_\_\_\_\_

4. How much of an encroachment is being requested? \_\_\_\_\_

5. Proposed height above grade. \_\_\_\_\_

6. Other pertinent information \_\_\_\_\_

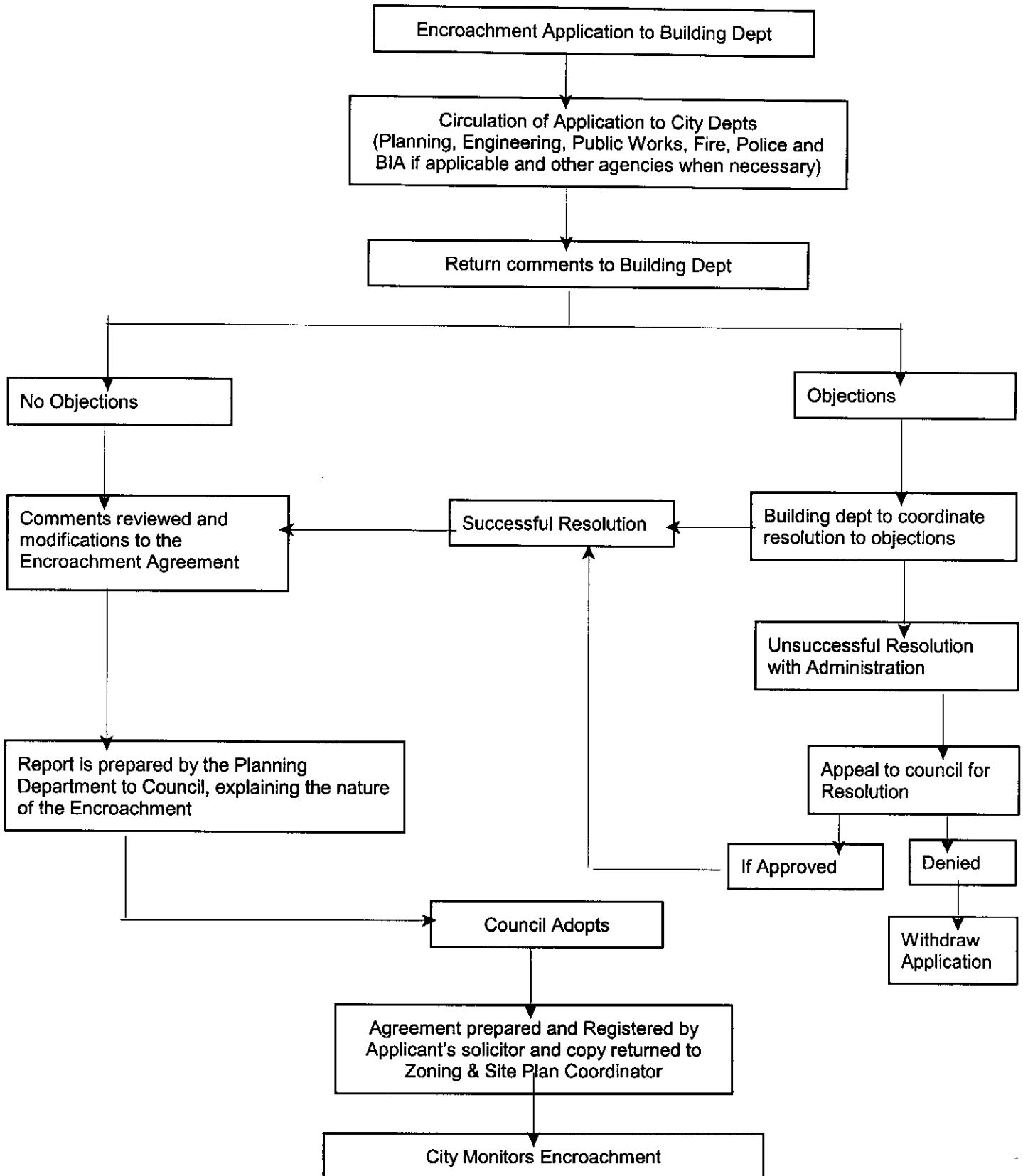
**NOTE: 5 copies of sketch(s) must accompany this application**

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

Signature \_\_\_\_\_

**Fee - \$200.00**

# Flowchart of Encroachment Agreement Process



## ENCROACHMENT AGREEMENT

THIS AGREEMENT made in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20 .

Between:

**THE CORPORATION OF THE  
CITY OF CORNWALL,**  
A Municipal Corporation in the  
County of Stormont, in the Province of Ontario

(Hereinafter called the PARTY)

OF THE FIRST PART

AND

A Corporation Incorporated  
pursuant to the laws of the Province of Ontario  
and having its head office at

(Hereinafter called the PARTY)

OF THE SECOND PART

WHEREAS:

1. The party of the First Part is the Owner of the land and premises known as \_\_\_\_\_ (street) as shown on Registered Plan \_\_\_\_\_ (or reference) \_\_\_\_\_, in the City of Cornwall, County of Stormont, as described on Schedule 'A' attached hereto.
2. The party of the Second Part is the Owner (tenant) of the land and premises known municipally as \_\_\_\_\_ (municipal address) \_\_\_\_\_ in the City of Cornwall, and being composed of \_\_\_\_\_ (legal description) \_\_\_\_\_. Registered Plan No. \_\_\_\_\_ (or reference) \_\_\_\_\_, City of Cornwall on file in the Registry Office for the Registry Division of Stormont.
3. \_\_\_\_\_ (Description of Encroachment) \_\_\_\_\_ located on the property owned by the party of the Second Part encroach over the land of the Party of the First Part as described in Schedule 'B' 20\_\_\_\_, prepared by \_\_\_\_\_, Cornwall Ontario, which plan is attached hereto as Schedule 'B'.
4. The Party of the Second Part doth hereby covenant and agree to indemnify and save harmless the Party of the First Part from any liability whatsoever arising out of this encroachment.
5. The party of the First Part has agreed that the encroachment may continue only in

accordance with the terms of this agreement and party the Second Part agrees to remove the           (name item causing encroachment)           if required to do so upon six months notice by Registered Mail from the party of the First Part without compensation whatsoever.

NOW THIS AGREEMENT WITNESSETH that, in consideration of the sum of TWO DOLLARS (\$2.00) the receipt of which is hereby acknowledged, the party of the First Part agrees that the encroachment may continue but shall be deemed to be with the licence of the party of the First Part to the intent that they party of the Second Part shall not acquire an easement therefore.

In the event that the           (name item causing encroachment)           herein before referred to are substantially destroyed, the right of the party of the Second Part to the encroachment shall cease.

For the purpose of this agreement, it is agreed by the parties hereto that the           (name item causing encroachment)           shall be considered substantially destroyed in the event that the extent of the destruction if fifty percent (50%) or more. In the event that the parties are unable to agree on the extent of such destruction, the matter shall be submitted to the Chief Building Official for arbitration and his decision shall be final and binding upon the parties to this agreement.

This agreement shall enure to the benefit and be binding upon the heirs, executors, administrators and assigns of the party respectively.

IN WITNESS WHERE OF the parties have hereunto set their hand and seals.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

**THE CORPORATION OF THE CITY OF CORNWALL**

PER \_\_\_\_\_  
(Mayor)

PER \_\_\_\_\_  
(Clerk)

NAME OF COMPANY

PER \_\_\_\_\_  
(Print name and title)

PER \_\_\_\_\_  
(Print name and title)