

ENCROACHMENT APPLICATION

PART I - APPLICATION

SECTION 1: APPLICANT INFORMATION

APPLICANT/OWNER NAME	APPLICANT/OWNER PHONE NUMBER	APPLICANT/OWNER EMAIL
APPLICANT/OWNER FULL ADDRESS		

SECTION 2: APPLICATION DETAILS

DATE	ADDRESS
LEGAL DESCRIPTION	
SIZE AND LOCATION OF ENCROACHMENT AREA (EXAMPLE: 10 FEET – WEST SIDE. APPLICANT MUST RESEARCH THIS INFORMATION & CLEARLY INDICATE ON DRAWINGS)	
DESCRIPTION OF ENCROACHMENT(S)	
TYPES OF MATERIALS USED	
TYPE OF BUILD <input type="checkbox"/> New Build SSR Case Number: _____ <input type="checkbox"/> Existing Build	
PROPERTY TYPE <input type="checkbox"/> Residential <input type="checkbox"/> Commercial/Industrial	

SECTION 3: ACKNOWLEDGEMENT

By signing below, the Owner acknowledges and agrees to the terms of conditions of Parts II and III of this application.

DATE	SIGNATURE OF APPLICANT/OWNER
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SECTION 4: OFFICE USE ONLY

ENERGOV EATP CASE #

As per Burnaby Street & Traffic Bylaw (Number 4299, Section 24.1)

Send completed form to engineering@burnaby.ca

PART II - INFORMATION FOR THE APPLICANT

The following are requirements for all Encroachment Applications:

1. The application form **must be filled out in full**.
2. Submit a **Site Plan** that was submitted to and approved by the Engineering Survey Department.
If new build, the drawings must be stamped and approved by the Building Department
 - The Plan must show:
 - siting of the building;
 - lot number;
 - adjacent lot numbers;
 - street name(s);
 - lane(s); and
 - north arrow.
 - The area of encroachment must be clearly identified on the Plan (ie. Shading or highlighting the entire area). The width and length of the encroachment area must be marked and if the area encroaches on a neighboring lot, this must also be marked on the Plan.
 - The type of encroachments must be clearly identified (i.e. fences, hedges, eaves, bay windows, chimneys etc., must be marked with height and width). If a driveway encroaches over the encroachment area, show the driveway cross-section

Please Note:

- Concrete work, footings, drain tiles, catch basins, clean outs or anything of a permanent nature are not permitted in an easement area.
- A height clearance of $\geq 9'$ (greater than or equal to nine feet) must be provided for any encroachment. Eaves, bay windows, chimneys, etc. must be a minimum of 9 feet high and may encroach a maximum of 2 feet into the encroachment area.
- Asphalt, interlocking bricks and/or similar materials are permitted for driveway surfaces.
- Allan blocks, landscaping ties and/or similar materials are permitted for retaining walls.

For additional information, please contact the Engineering Senior Inspector at 604-294-7460.

PART III

This application has been denied. If encroachment(s) is/are existing, the Owner is required to remove all encroachments immediately. If no action is taken to comply within 60 days from the date set-out below, the City may (at its option) perform the work and the Owner will be responsible for all City costs and expenses, plus 20% for City overhead. The Owner agrees that any amount owing to the City that remains unpaid may be added to the property tax statement for the Owner's property and be collected by the City in the same manner as property taxes.

This application has been approved subject to the following:

1. Approval of this encroachment application expires 5 years from the date set-out below. The Owner is responsible for applying to the City to extend or renew the application at the end of the term. The City will not send renewal notices.
2. If the property is sold, the Owner is responsible for informing the new Owner of the conditions and requirements in this application.
3. The Owner agrees to make regular inspections and to prevent and mitigate public hazards created by any works or materials within the encroachment area and to be responsible, at the applicant's cost and expense, for all repairs and maintenance regardless of the cause of damage, even if said damage should occur as a result of the negligence or willful act of the City or City personnel.
4. The Owner hereby agrees to release the City and City personnel from any claims of whatsoever kind or nature for damage to the works and materials within the encroachment area.
5. The Owner will indemnify and save the City harmless from any claims for bodily injury (including death) or loss or damage to property of others arising from the approval of this application and the permission for the encroachments in the encroachment area, and agrees to maintain liability insurance in such form and amounts as a prudent landowner would.
6. The Owner will not construct or install, and will not permit others to construct or install, works in the encroachment area other than those approved in this application.
7. The Owner agrees that the City may terminate the approval of this application for any reason and at any time and to promptly remove all works and materials immediately after termination. If no action is taken to remove all works and materials within 60 days from the date of termination, the City may (at its option) perform the work and the Owner will be responsible for all City costs and expenses, plus 20% for City overhead. The Owner agrees that any amount owing to the City that remains unpaid may be added to the property tax statement for the Owner's property and be collected by the City in the same manner as property taxes.
8. Additional Conditions:

SIGNATURE OF ISSUING OFFICIAL	NAME OF ISSUING OFFICIAL	DATE