

TEMPORARY USE AND LICENSE AGREEMENT

This Agreement made in duplicate this 28th day of May, 2020

BETWEEN:

THE CORPORATION OF THE COUNTY OF GREY
Hereinafter called the "County"

AND

THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH
Hereinafter called the "Township"

WHEREAS the County is the owner of that portion of the CP Rail Trail identified on Schedule "A" (hereinafter referred to as the "CP Rail Trail");

AND WHEREAS the Township has requested permission to temporarily re-route certain vehicular traffic through the CP Rail Trail from Elder Lane to Sideroad 3;

AND WHEREAS the width of the CP Rail Trail is only sufficient to permit one-way vehicular traffic;

AND WHEREAS the County has agreed to permit the Township to temporarily re-route certain vehicular traffic through the CP Rail Trail pursuant to the terms of this Agreement;

NOW THEREFORE in consideration of the mutual promises and commitments described below, the receipt and sufficiency of which, is hereby acknowledged and agreed, the Parties hereto agree as follows:

1. Definitions

The words or expressions in quotations below shall have the meaning set forth below when used elsewhere in this Agreement:

"Affected Properties" means the properties listed in Schedule "B" to this Agreement;

"Agreement" means this Agreement, including all Schedules, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.

"CP Rail Trail" has the meaning ascribed in the recitals to this Agreement, and is operated by the County as a public multi-use recreational trail;

“**Director**” means the County’s Director of Planning and Development and includes his or her designate.

“**Emergency Repairs**” means such work as may be necessary to repair the CP Rail Trail which cause or present a danger to the public.

“**Parties**” means the parties to this Agreement, and “**Party**” means either one of them.

“**Term**” and “**Term of this Agreement**” means the period set out in section 2.1.

“**Work**” means all work required to be performed by the Township pursuant to sections 4.1, 4.2, 4.3, 4.4, and 4.5 of this Agreement.

“**Working Days**” means business days, specifically Monday through Friday, but excluding any public holidays recognized in the Province of Ontario.

2. Term

2.1 The Township’s use of the CP Rail Trail under this Agreement shall commence on the later of May 1, 2020 and the date of this Agreement, and shall end on November 1, 2020 or, if this Agreement is terminated pursuant to section 13.1, then on the date of such termination.

3. Permission to Use CP Rail Trail

3.1 The Township shall be permitted the right to re-route limited vehicular traffic through the CP Rail Trail. Such vehicular traffic will include and be limited to emergency response and Township vehicles, or contractors working on behalf of the Township for the purpose of inspecting the Affected Properties from time to time, only. Construction equipment is not permitted on the trail, unless it is authorized by the County for trail maintenance or repair purposes. The Township shall not allow any vehicle operator to make use of the CP Rail Trail except as authorized pursuant to this Agreement.

3.2 The Township acknowledges that the CP Rail Trail is not a public highway.

4. Responsibilities of the Township

4.1 The Township shall construct and maintain a temporary connection between the south end of Elder Lane and the CP Rail Trail, to facilitate a temporary re-routing of vehicular traffic described in section 3.1 at the sole expense of the Township as described in Schedule “C”. Following the completion of this project and the Term of this Agreement, this temporary access shall be closed, or otherwise obstructed so as to prevent vehicular traffic from connecting to the CP Rail Trail from Elder Lane. The existing gates at the CP Rail Trail entrance(s) to Sideroad 3 shall remain closed, and the County shall be provide the Township with a key to allow the necessary temporary access.

4.2 The vehicular traffic described in section 3.1 above shall be permitted at a width sufficient to allow one-way traffic only. The Township agrees and acknowledges that it shall be wholly responsible for managing the flow of vehicular traffic on the CP Rail Trail, including but not limited to vehicle traffic for emergency response vehicles, including those operated by the County.

4.3 The Township shall, at its sole expense, construct and maintain all signage required to facilitate use of the detour using the CP Rail Trail described in section 3.1 above.

4.4 The Township shall advise all emergency services that may need to use the CP Rail Trail for vehicle access of all requirements for accessing it, and of all restrictions on its use that exist, including but not limited to the requirement for one-way traffic only and any traffic management measures as contemplated by section 4.2 above.

4.5 The Township agrees that it shall replace the culvert situated at and between the south end of Elder Lane and the CP Rail Trail in accordance with the provisions of Schedule "D"

4.6 At the end of the Term of this Agreement, the Township shall, at its sole expense, restore the CP Rail Trail to a condition as good as it was in before the Work was carried out or better, including but not limited to replacement of fencing, trees, and vegetation, as deemed satisfactory by the County, acting reasonably, in writing within thirty (30) days of the end of the Term, failing which, the County may complete the required restoration and recoup the costs from the Township. The Township shall also return the key for the gates to the CP Rail Trail to the County.

4.7 For all Work which may impact the CP Rail Trail or may cause it to be closed, the Township shall submit a Field Work Request Form (attached as Schedule "E") to the Director no less than five (5) Working Days prior to the intended work commencing, in order to ensure that the intended work does not conflict with any other scheduled work or special events on the CP Rail Trail. Provided there are no scheduling issues, the County shall not unnecessarily withhold, condition or delay permission. The format of the Schedule "E" form as required by the County may change from time to time throughout the Term of the Agreement.

4.8 In the event the Township needs to complete Emergency Repairs, the Township shall immediately contact the County and provide notification of its need to complete the identified Emergency Repairs. It is understood by the Township that such notification is vitally important, given that the County operates the CP Rail Trail as a public, multi-use recreational trail.

The County's contact information for this purpose is as follows:

During office hours – 519-376-2205 and speak with the Planning and Development Director or his/her designate

Outside of office hours – 519-370-7071

4.9 The Township shall be responsible for obtaining all other necessary approvals including but not limited to Federal, Provincial, Conservation Authority, or Municipal approvals required to carry out the Work, specifically including the requirements of the Ontario Underground Infrastructure Notification System Act, 2012. Prior to commencing any Work on the CP Rail Trail, the Township shall ensure that the contractor performing the work has contacted Ontario One Call to obtain information about any existing infrastructure within the CP Rail Trail. The Township shall comply with all applicable laws in making use of the CP Rail Trail pursuant to this Agreement.

4.10 The Township shall ensure that all work carried out pursuant to this agreement is carried out in a good and workmanlike manner.

5. Responsibilities of the Township when Performing Work on the CP Rail Trail

5.1 Whenever the Township carries out Work on the CP Rail Trail under this Agreement, it will be at its own expense.

5.2 Subject to the license permitted by section 3.1 above, the Township shall not permit any third party, except as specified within section 3.1, to use any portion of the CP Rail Trail occupied or used by the Township under this Agreement, unless the County authorizes the third party to do so in writing and the County provides the Township with such written authorization.

5.3 In undertaking any Work, the Township shall use care and diligence to ensure that there will be no unnecessary interference with the travelled portion of the CP Rail Trail or the ditches or drains adjoining it.

5.4

5.5 The Township shall not cut, trim, or interfere with any trees on the CP Rail Trail without the prior written approval of the Director. If the Director does not respond to such request within five (5) Work Days, the Township may proceed with such work.

5.6

5.7 Where written permission has been granted to cut, trim or remove any trees or brush on the CP Rail Trail, all materials and brush are to be removed from the site and disposed of appropriately, and as per the County's conditions of approval.

5.8

5.9 The Director may complete an inspection to ensure all Work is performed by the Township in accordance with the plans filed pursuant to section 6.1 of this Agreement.

6. Responsibilities of the Township to Provide Documents

6.1 Within 5 Working Days of completing the Work, the Township shall deposit with the County an as-constructed plan in a format acceptable to the County and the date of completion, stamped by a licensed Ontario Professional Engineer or surveyor. The as-constructed plan shall include the location of the temporary connection described in section 4.1 above, and the location of the signage described in section 4.3 above. A record and copies of all approvals, plans, and other documentation made pursuant to the terms of this Agreement shall be maintained by the County.

7. Notification by County of Work to be Performed

7.1 If for any reason the County requires work to be completed within, or in close proximity to, the CP Rail Trail during the Term of this Agreement, the County shall provide the Township with at least five (5) days written notice of the required work describing the timing of such work and the County employee to contact about it. In the event of emergency work required to the CP Rail Trail, the County shall endeavour to provide the Township with twenty-four (24) hours' notice, unless the nature of the work requires a shorter notice period, or requires that the work must be performed without prior notice. The Township may send a representative to observe the work undertaken by the County in proximity to the Access Road and to request any reasonable precautions for such work in proximity to the Access Road.

8. Limitations of Permission

8.1 The permission granted in this Agreement to use the CP Rail Trail is subject to the following:

8.2 the right of free use of the CP Rail Trail by all other persons entitled to it;

8.3 the rights and privileges that the County may have previously granted to any utilities or other persons for use or occupation of the CP Rail Trail; and

8.4 the rights and privileges that the County may grant to any utilities or other persons for use or occupation of the CP Rail Trail in the future provided such future rights and privileges shall recognize the permissions granted to the Township in this Agreement.

8.5 The Township acknowledges that this Agreement does not create an interest in any land, other than as provided by applicable laws; and in consideration of the rights and privileges granted herein, the Township hereby releases and revokes any claim to the land, other than as provided by applicable laws, against the County, its successors and assigns.

9. Health and Safety and WSIB

9.1 The Township is responsible for all costs associated with its workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB) for its own employees.

9.2 Throughout the Term of the Agreement, prior to performing any work on the CP Rail Trail, the Township shall provide the County with WSIB Clearance Certificates for itself, its employees, subcontractors and subcontractors' employees under the Workplace Safety and Insurance Act.

9.3 The Township shall comply with the Occupational Health and Safety Act (Ontario), the Workplace Safety and Insurance Act (Ontario), the Human Rights Act, (Ontario), and

applicable regulations under such legislation and all other legal obligations with respect to worker health, safety and treatment.

9.4 The Township shall notify the County as soon as practical of any workplace injuries reportable to WSIB or the Ministry of Labour occurring on the County's lands which are the subject of this Agreement.

10. Insurance

10.1 The Township shall, during the entire Term of this Agreement and any renewals thereof, at its own cost and expense, take out and keep in full force the following insurance coverage with respect to all activities arising from this Agreement. This insurance shall be primary, non-contributing with and not in excess of any other insurance available to the County. The policies shall be underwritten by an insurer licensed to do business in the Province of Ontario. Such policies shall include but not be limited to the following:

10.2 Commercial General liability insurance on a per occurrence basis for an amount of not less than Ten Million Dollars (\$10,000,000); limit may be attained through the purchase of an Excess Umbrella Policy; such policy to include, but not be limited to, non-owned automobile liability; personal injury; broad form property damage; hostile fire; blanket contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers' liability; and, shall include cross liability and severability of interest clauses. The Corporation of the County of Grey shall be named as an Additional Insured thereunder, with respect to the Township's operations, acts and omissions relating to its obligations under this Agreement. This policy shall not be invalidated as respects the interests of the County by reason of any breach or violation of any warranties, representations, declarations or conditions.

10.3 Automobile Liability insurance for an amount not less than Five Million Dollars (\$5,000,000) on forms meeting statutory requirements covering third party property damage and bodily injury liability (including accident benefits) covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement, and/or as may be required by applicable laws; limit may be attained through the purchase of an Excess Umbrella Policy; and

10.4 Any other form or limits of insurance as the County, acting reasonably, may require from time to time throughout the Term of the Agreement in form, in amounts and for insurance risks against which a prudent person would insure.

10.5 As evidence of the required policies being in effect, the Township shall provide the County with a Certificate of Insurance thirty (30) days prior to the commencement of the first of any Work, and upon each subsequent renewal period throughout the Term of this Agreement.

10.6 The Township shall provide 30 days' prior written notice to the County in the event of any cancellation which reduces or restricts the insurance provided.

10.7 The Township agrees that if it fails to take out or keep in force any such insurance

referred to in this section, or should any such insurance not be approved by the County, and should the Township not commence and proceed to diligently rectify the situation within forty eight (48) hours after the Township receives written notice from the County, the County has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Township. The County shall be reimbursed as set out under the terms of this Agreement.

11. Notices

11.1 Any notice required or permitted to be given under this Agreement shall be in writing and may be personally delivered or sent by prepaid registered mail, email or fax to the Party to whom it is directed at the address for service of that Party set out below, or at such other address as either of the Parties may by notice to the other specify.

In the case of the Notice to the County:

County Clerk
Corporation of the County of Grey,
595 9th Avenue East, Owen Sound, ON N4K 3E3
Fax: 519-376-7970
Email: countyclerk@grey.ca

And in the case of the Notice to the Township, to:

Township Clerk
316837 Hwy 6, RR 1
Chatsworth, ON N0H 1G0
Fax: 519-794-4499
Email: psinnamon@chatsworth.ca

Every such notice shall be deemed to have been received if personally delivered, at the time of such delivery; if e-mailed or sent by fax, on the next business day; and if sent by prepaid registered mail, at the end of three (3) business days after the mailing thereof.

12. Remedy of Violations

12.1 If the Township violates any of the conditions of this Agreement, the Township shall commence to remedy the violation as soon as possible but, in any event, no later than thirty (30) days after receiving notice in writing as prescribed in Section 11 specifying the violation, in accordance with any reasonable direction which the County may give.

13. Termination

13.1 This Agreement may be terminated:

13.2 by either the Township or the County, if the other Party defaults in making a payment when due or in the performance or observance of any of the material terms, covenants or agreements on its part contained in this Agreement and such default

continues or the defaulting Party has not commenced to cure the breach for a period of ninety (90) days after notice thereof from the other Party; or

13.3 by the Township by providing the County with ninety (90) days written notice thereof.

13.4 Before the expiration as indicated in Section 2, or in the event of termination of this Agreement, the Township will, at its own expense, restore the CP Rail Trail to a condition as good as it was in before the Work was carried out or better, including fencing, trees, and vegetation, as deemed satisfactory by the County, acting reasonably, in writing within thirty (30) days of the date of expiration or termination, failing which the County may complete the required restoration and recoup the costs from the Township at the County's sole discretion.

13.5 The following sections of this agreement shall survive its termination: 4.6, 4.9, 4.10, 9.1 to 9.4 inclusive, 12.1, and 14.1 to 25.4 inclusive.

14. Representations and Warranties

14.1 The County has made no representations or warranties as to the state of repair of the CP Rail Trail or the suitability of same for any business, activity or purpose whatsoever, and the Township hereby agrees to accept the CP Rail Trail on an "as is" basis and that the County is not responsible, either directly or indirectly, for any damage to property or injury to a person, including death, arising from the Township's use of the CP Rail Trail, unless due to the negligent or intentional acts of the County, its elected officials, employees or authorized agents.

15. Payment Terms

15.1 All charges by the County that are payable by the Township under the terms of this Agreement and the Schedule(s) annexed hereto shall be payable 30 days from the date of the invoice. All invoices that are outstanding for longer than 30 days shall be subject to interest charged at 1.25% per month (equivalent to 16.075% per annum) and shall run from the due date of the invoice until the date payment is received.

16. Governing Law

16.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement, and agree that any court proceeding in respect of it shall be brought before the courts sitting at Owen Sound and that any arbitration to be conducted pursuant to its terms shall be conducted at Owen Sound.

17. Relationship of the Parties

17.1 Nothing herein contained shall be deemed to create and the Parties do not intend to create any relationship of partner, agent or joint venture as between the County and the Township.

18. Schedules

18.1 The following schedules annexed to this Agreement are integral to, and form part of, this Agreement:

18.2 Schedule "A" Site Map;

18.3 **Schedule "B"** Affected Properties;

18.4 **Schedule "C"** Works Required on County Lands;

18.5 **Schedule "D"** Culvert Replacement Specifications; and

18.6 **Schedule "E"** Field Work Request Form.

19. Indemnity

19.1 The Township shall indemnify the County, its elected officials, employees and agents from and against any and all liabilities, claims, demands, loss, cost, damages, expenses, causes of action, suits, judgments (including legal fees on a solicitor/client basis and all other costs of defence thereof) or other proceedings made by any person, including but not limited to the Township's own employees, arising out of activities arising under this Agreement or in connection with the use of the CP Rail Trail by the Township, its agents, servants, employees, or invitees. This indemnity shall extend to protect the County from construction liens by contractors, mechanics, material men, and suppliers (which are expressly prohibited), which shall be deemed to include all purchases of expendables, consumables, and other merchandise.

19.2 Notwithstanding the foregoing, the Township shall not be responsible for indemnifying the County, its elected officials, employees and agents in respect of any liabilities, claims, demands, loss, cost, damages, expenses, causes of action, suits, judgments (including legal fees on a solicitor/client basis and all other costs of defence thereof) or other proceedings resulting from the negligence, wilful misconduct or breach of contract by the County.

19.3 In the event of any claims made or suits filed, the County shall give the Township timely written notice thereof, and the Township shall have the right to defend or settle the same to the extent of its interest hereunder.

19.4 The Township agrees to assume all environmental liability relating to its use of the CP Rail Trail (including but not limited to any liability for clean-up of any hazardous substance in, on, under, along, across and around the CP Rail Trail) caused by or attributable to:

19.5 the Work of the Township in, on, under, along or across the CP Rail Trail; or

19.6 any products or goods brought in, on, under, along or across the CP Rail Trail by the Township, or by any other person with the express consent of the Township; or

19.7 its access to and use of the CP Rail Trail under this Agreement.

19.8 For this section, "hazardous substance" means any hazardous substance and includes, but is not limited to, radiation, petroleum products and by-products, industrial wastes, contaminants, pollutants, dangerous substances, and toxic substances, as defined in or pursuant to any statute, regulation, by-law or code, whether federal, provincial or municipal.

19.9 EXCEPT AS SET FORTH IN THE PROVISIO HERETO, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO PARTY TO THIS AGREEMENT SHALL BE LIABLE TO OR OTHERWISE RESPONSIBLE TO THE OTHER PARTY OR ANY AFFILIATE OF THE OTHER PARTY OR ANY OTHER INDEMNIFIED PARTY FOR LOST REVENUES OR PROFITS (OR MULTIPLES OF SUCH ITEMS) OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR PUNITIVE, EXEMPLARY, TREBLE OR OTHER DAMAGES BASED ON STATUTORY MULTIPLIERS THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF OR ANY LIABILITY RETAINED OR ASSUMED HEREUNDER.

20. Waiver of Claims by Township

20.1 The Township shall use the CP Rail Trail under the terms of this Agreement entirely at its own risk. The County, its elected officials, employees and agents shall not be responsible or liable in any way to the Township, its elected officials, employees, agents and invitees for any damage or loss howsoever caused unless such damage or loss is caused by the sole negligence or intentional acts or omissions of the County, its elected officials, employees or authorized agents.

21. Waiver of Compliance with this Agreement

21.1 No amendment, waiver or modification of any provision of this Agreement shall be binding on a Party unless both Parties consent to same in writing. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver, unless otherwise expressly provided in writing.

22. Force Majeure

22.1 Any delay or failure of either Party to perform its obligations under this Agreement or under any Schedule annexed hereto, except for the obligation to make any payments, shall be excused if, and to the extent, that the delay or failure is caused by an event or occurrence beyond the reasonable control of the Party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, action by any

governmental authority (whether valid or invalid), fires, flood, wind storms, explosions, riots, natural disasters, human health emergencies, wars, sabotage, labour problems (including lock-outs, strikes and slowdowns), material failures, delays, shortages or unavailability, or court ordered injunction or order; provided that written notice of delay (including anticipated duration of the delay) shall be given by the affected Party to the other Party within five (5) business days of the affected Party first becoming aware of such event. In the event that force majeure continues for a period of one hundred and eighty (180) days or more, the Parties may terminate this Agreement without liability to the other upon mutual agreement. In the event that force majeure discontinues and the Parties continue work pursuant to this Agreement, then all time-frames by which work is to be completed shall be extended by the length of the delay, provided all other regulatory requirements of other governmental agencies can still be met.

23. Assignment

23.1 This Agreement may not be assigned, sold or transferred by the Township without the prior written consent of the County, such consent not to be unreasonably withheld, delayed or conditioned.

24. Entire Agreement

24.1 This Agreement and Schedules attached hereto contain the entire agreement between the Parties with respect to the matters set out herein and supersede all prior agreements, negotiations, representations and proposals, whether written or oral, dealing with the subject matter of this Agreement. There are no conditions, covenants, representations or warranties, express or implied, statutory or otherwise relating to the subject matter hereof, except as herein expressly provided.

25. Miscellaneous

25.1 Every provision of this Agreement which requires any Party to use its efforts shall be deemed to include the words "reasonable commercial efforts" unless specifically stated otherwise. Every provision of this Agreement which requires any Party to make a payment of any costs or expenses, such costs and expenses shall be deemed not to exceed an amount which is reasonable in the circumstances, unless specifically stated otherwise. Whenever the provisions of this Agreement require an approval or consent to be given, unless this Agreement expressly states to the contrary, the following rules shall apply:

25.2 such approval or consent shall be in writing;

25.3 such approval or consent shall not be unreasonably withheld, delayed or conditioned;

25.4 the Party whose approval or consent is required shall, within thirty (30) days after the request for approval or consent is received, advise the Party requesting such approval or consent in writing that it consents or approves, or that it wishes to withhold its

consent or approval, in which case such Party shall set forth, in reasonable detail, its reasons for withholding such consent or approval; and

25.5 any dispute as to whether or not such consent or approval has been unreasonably withheld shall be resolved by arbitration.

25.6 This Agreement may be executed by facsimile or pdf transmission and in one or more counterparts, all of which shall be considered one and the same Agreement.

25.7 The invalidity or unenforceability of any provision or covenant contained in this Agreement shall affect the validity or enforceability of such provision or covenant only and any such invalid provision or covenant shall be deemed to be severable from the balance of this Agreement, which shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF the Parties have executed this Agreement by the signatures of their respective duly authorized officers.

THE CORPORATION OF THE COUNTY OF GREY

Per: _____ Date: _____
Paul McQueen, Warden

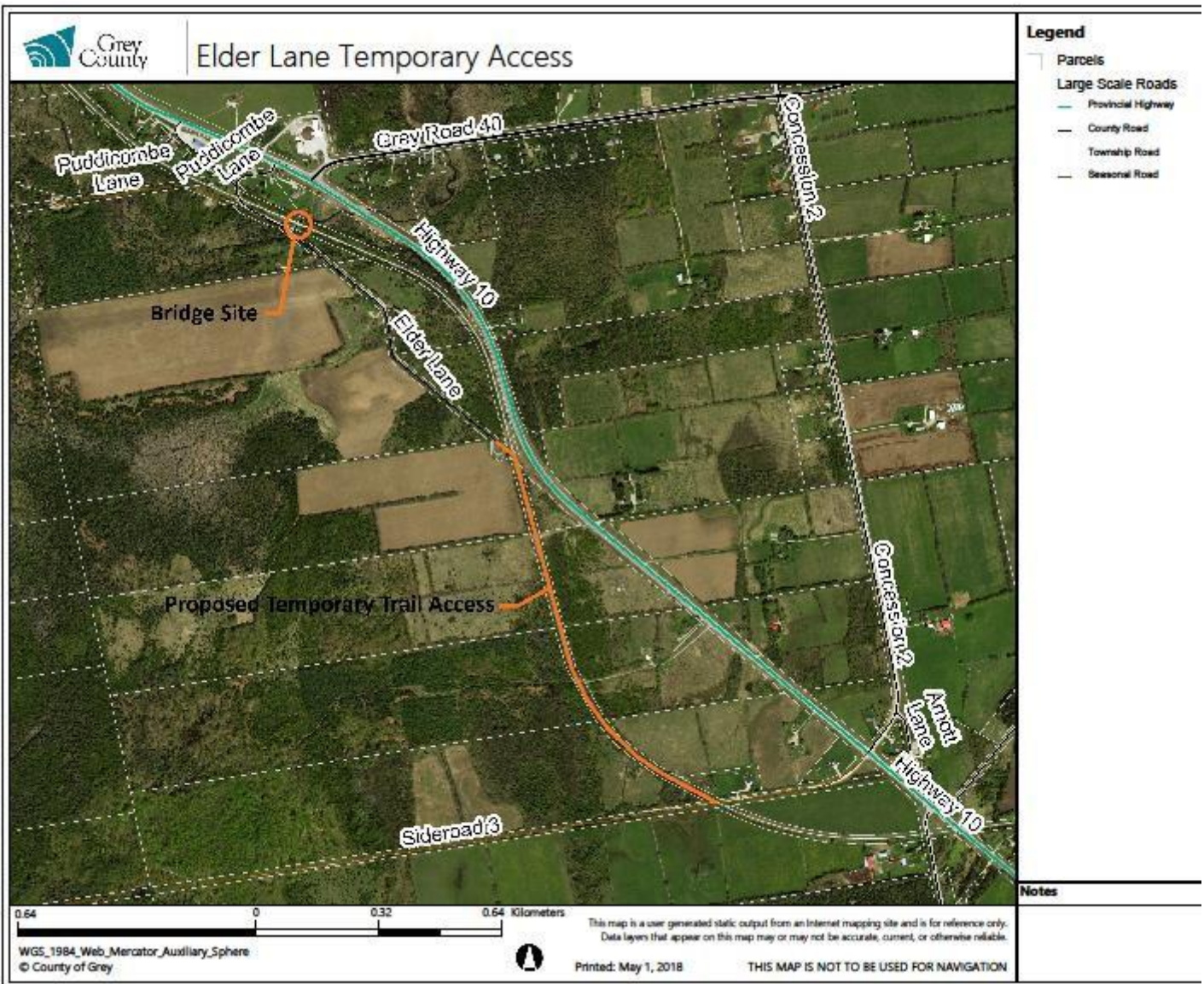
Per: _____ Date: _____
Heather Morrison, Clerk

THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH

Per: _____ Date: _____
Scott Mackey, Mayor

Per: _____ Date: _____
Patty Sinnamon, CAO Clerk

Schedule "A"



Schedule “B”

The properties municipally known as:

- 154 Elder Lane, Chatsworth, ON N0H 1G0 - Roll number 420436000109401
- 189 Elder Lane, Chatsworth, ON N0H 1G0 - Roll number 420436000109702
- 172 Elder Lane, Chatsworth, ON N0H 1G0 - Roll number 420436000109800

Schedule “C”

Works Required on County Lands

Link Elder Lane to the CP Rail Trail with a 4 m wide gravel pathway to allow access for emergency vehicles. Culvert replacement (should it be confirmed to be required) as described in Schedule “D”. Remove the bolts from the gates at the CP Rail Trail / Sideroad 3 to allow enough space for emergency vehicles. Removal and replacement of barriers / signage as required to make space for emergency vehicles. Replacement of barriers / signage and bolts in the gates following bridge construction completion, to limit vehicular access to the CP Rail Trail.

Schedule “D”

Culvert Replacement Specifications

Culvert replacement (should it be confirmed to be required) to consist of a 6.1 m long, 2.8 mm thick, 900 mm diameter corrugated steel pipe at the south end of Elder Lane. The dimensions are to be confirmed prior to ordering materials to ensure the culvert is suitable for the location.

Schedule "E" Field Work Request Form



Field Work Request Form

595 9th Avenue East
Owen Sound Ontario N4K 3E3
Phone: 519-376-2205/ Fax: 519-376-7970

THIS FORM IS TO BE COMPLETED BY PARTIES WHO ALREADY POSSESS AN ACTIVE UTILITY AGREEMENT WITH THE COUNTY OF GREY

This completed notification must be submitted at least **five (5) Working Days** prior to commencing work on Grey County property by either Fax: 519-376-7970 or email to trails@grey.ca

Company Requiring the Work: _____

Contractor Performing Work: _____

Location of Work: _____

Closest Civic Address (if available) or intersection: _____

Township/Municipality: _____

Date of Work: _____

Printed Name of Applicant: _____

Signature of Applicant: _____

Contact Phone Number: _____

Duration of Work: _____

Describe any work which may affect CP Rail Trail users: _____

Work Limits: _____

Description of Work: _____

Approved: YES _____ NO _____

Grey County Signature: _____