



ROAD OCCUPANCY PERMIT

SECTION 1 - GENERAL INFORMATION

DATE OF APPLICATION: _____

APPLICANT: _____

CONTACT PERSON: _____

APPLICANT MAILING ADDRESS: _____

APPLICANT TELEPHONE: _____ EMAIL: _____

CONTRACTOR: _____ CONTACT PERSON: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR TELEPHONE: _____ EMAIL: _____

SECTION 2 - LOCATION AND DESCRIPTION OF WORK

ROAD NAME: _____

CIVIC ADDRESS: _____ LOT: _____ CONCESSION: _____

DOES THIS PERTAIN TO A SEVERANCE? _____ SEVERANCE APPLICATION NO. _____

DESCRIPTION OF WORK: UNDERGROUND SPRINKLER SYSTEM OTHER – DESCRIBE BELOW:

SIDE OF ROAD (CIRCLE ONE) NORTH / SOUTH / EAST / WEST DISTANCE FROM ROAD CENTRELINE: _____

PROPOSED START DATE: _____ ESTIMATED COMPLETION DATE: _____

***NOTE:** A PLAN/SKETCH SHOWING THE LOCATION OF THE ABOVE DESCRIBED WORK AND/OR SERVICE MUST ACCOMPANY THIS APPLICATION. ALL RELEVANT MEASUREMENTS AND DEPTH OF WORK WILL BE SHOWN.

IF THIS PERMIT IS FOR THE PURPOSE OF CONSTRUCTING OR ALTERING AN ENTRANCE PLEASE DEFINE THE AREA SO THAT THE EXACT LOCATION MAY BE INSPECTED. (i.e. stakes at property line, paint on fence, etc.)

ROADSIDE / ENCROACHMENT: \$ 200.00
UNDERGROUND SPRINKLER SYSTEMS: \$ 0.00

Please Note: PERMIT FEE IS WAIVED FOR: Utility Companies Exempt per Legislation and for the Purpose of Municipal Drains.

WORK UNDER ROADWAY Deposit: Minimum \$1,400.00

Please provide estimated value of work to occur within the Road Allowance

I have read, understand and agree to the conditions set forth on this application and assume all cost incurred by the Township of Malahide, liability for all damages which may be incurred and to indemnify and hold harmless the Township of Malahide from any actions, claims, suits or demands made by any person arising out of the issuance of this permit. **(REFER TO CONDITIONS)**

Signature of Applicant

Date Signed

GENERAL CONDITIONS (Please initial each section below)

1. Permits will be honored for a period of one year from date of approval. When conditions or unforeseen difficulties require a longer period of completion than is indicated on the permit, the Applicant shall notify the Township of the additional time required and the reason thereof. **It is the responsibility of the Applicant to notify the Township when the work is complete and ready for final inspection.** If a final inspection has not been requested by the Applicant, and one year's time has passed from the date of approval, the **Permit Fee and Deposit** will be forfeited to the Township. If a final inspection has been requested and the work has been completed but not to the satisfaction of the Township under the conditions of this application, the Township may elect to finish or restore the works with the Applicant's Deposit without any prior notice.

(Initial)

2. Under any permit application the Township may elect to exceed the minimum requirements and conditions as specified in this document. The Township may request additional: insurance coverage, restoration, amount of cash Deposit, or any other work deemed necessary to accommodate the application.

(Initial)

3. Township roads will not be closed. A minimum of one driving lane will always be open to traffic. All excavations within 4 meters of any driving lane will be backfilled at each day's end. The Applicant shall maintain pedestrian access and vehicular access to all public and private properties.

(Initial)

4. Roads will **not** be open cut without express written permission; therefore all road crossings shall be bored or directionally drilled.
All plant being located under the road surface shall be placed at a minimum of 1.5 meters under the road surface (that is 1.5 meters under the elevation of the shoulder rounding). If written permission has been granted to open excavate a road, specific restoration methods will be specified and a cash bond in the amount of the cost of restoration shall be submitted and retained to up to 12 months after the completion of the specified works.
_____ (Initial)
5. If, to carry out the work, it is necessary to alter, break or disturb any existing pavement, sidewalk, or curb and gutter, the Applicant will be responsible for temporarily and permanently restoring the site to its original condition. Material specifications shall be determined by the Township of Malahide, Road Department staff. If weather dictates the permanent restoration cannot be accomplished, the Applicant shall temporarily repair any disturbed asphalt or concrete surfaces with a fifty (50) millimeter thickness of asphalt. Temporary and / or final repairs shall be to the satisfaction of the Township of Malahide, at the expense of the Applicant.
_____ (Initial)
6. When required, a security deposit shall be given to the Township representing 100% of the cost to perform the necessary restoration. The Township shall set this deposit amount. The Applicant will be responsible for any temporary and/or final restoration costs. The restoration shall be completed as per the direction of the Township. Upon completion of the final restoration the site will be inspected by the Township of Malahide staff and if satisfied (interim acceptance) the security deposit will be returned within a 12-month period from the date of final inspection.
_____ (Initial)
7. All barricades, signs and signals required to direct, or guide the motorist and / or pedestrian shall be erected and maintained by the Applicant in accordance with the "**Ontario Traffic Manual, Book 7 – Temporary Conditions**", most current edition. All detour signing and materials, when required shall be supplied, erected and maintained by the contractor at the expense of the Applicant.
_____ (Initial)
8. Prior to the approval of the Roadway Occupancy Permit the contractor shall supply proof of liability insurance in the minimum amount of **\$3,000,000.00**. (*Waived for Underground Sprinkler Systems*)
_____ (Initial)
9. It is the responsibility of the Applicant not to damage any existing plant, survey markers of infrastructure including drainage works and utilities (both aerial and underground facilities). The Applicant will assume all costs and liabilities from such damage. **Utility Locates** are the responsibility of the Applicant and this document will release the Township of Malahide from all claims arising from the damage or alteration of any plant or facility. The Applicant may be subject to additional conditions imposed by the utility provider if the proposed work interferes in any way with that utility. It is the applicant's responsibility to ensure that any work does not conflict with their requirements (such as maintaining vertical clearance from aerial facilities and cover over underground services).
_____ (Initial)
10. Excavated material shall not be piled in such a manner as to obstruct vehicular and/or pedestrian traffic at a minimum of four (4) meters from edge of pavement. All construction equipment and vehicles shall also maintain this "clear zone" when not in use.
11. _____ (Initial)
12. Every person who contravenes any provision of this permit under its By-Law shall upon conviction be liable to payment of a fine of not less than \$500.00 for a first offence and \$1000.00 for a second or succeeding offence plus costs incurred by the Township of Malahide to complete the works, repair damages caused by the work and/or restore the area to the conditions set forth within this application. Every such penalty shall be recoverable under the provisions of the Provincial Offences Act as amended time to time.
_____ (Initial)

SECTION 3 - SPECIAL CONDITIONS AND APPROVAL [OFFICE USE ONLY]

PERMIT FEE PAID \$ _____ WORK UNDER A ROADWAY DEPOSIT \$ _____

PROOF OF LIABILITY INSURANCE: YES___ NO___ AMOUNT OF COVERAGE: \$ _____

SPECIAL CONDITIONS _____

Signature of Approval _____

Date Approved _____

FINAL INSPECTION NOTES: _____
