

Road Occupancy Application Form

APPLICATION INFORMATION

COMPANY NAME

ADDRESS

CONTACT NAME

CONTACT TITLE

BUS. PHONE

CELL

CONTACT EMAIL

OWNER INFORMATION (if different than applicant)

COMPANY NAME

CONTACT NAME

BUS. PHONE/CELL

CONTACT EMAIL

PROJECT INFORMATION

APPLICATION DATE (DD/MM/YYYY)

SCHEDULED START

SCHEDULED COMPLETION

WORK TYPE

WORK DESCRIPTION

ADDRESS NO.

STREET NAME

FROM INTERSECTION

TO INTERSECTION

Road Cut:

Sidewalk Cut:

Curb Cut:

Type of ROP:

ATTACHMENTS INCLUDED

Certificate of Insurance:

Traffic Control Plan:

Supplemental Sketch:

Security Deposit:

Application Fee:

Site Inspection Fee:
(where a security deposit
is required)

Total Fees: _____

APPLICANT AGREEMENT

The applicant agrees to indemnify and hold harmless the Township of Guelph/Eramosa, employees and Council members from and against claims, liabilities, losses and expenses including without limitation claims relating to property damages, personal injury or death including lien claims arising from the construction, operation and maintenance of the work referred to in this application, except for claims arising from the direct negligence of the Township of Guelph/Eramosa. The provisions of this section are to continue after the expiry of this permit. The applicant agrees to all terms and conditions set out on Schedule "A" of this Road Occupancy Permit and accepts responsibility for all costs incurred for permanent repairs carried out by the Township of Guelph/Eramosa or its agents.

Applicant Signature

Date

Township Approval Signature

Date

Personal information on this form is collected pursuant to Section 31 of the Municipal Freedom of Information and Protection of Privacy Act and will only be used for the purposes prescribed herein. Questions about this collection should be directed to the Clerk's Office at 519-856-8586 x 107 or clerks@get.on.ca

Schedule "A" Road Occupancy Application

In Consideration of the issuance of this permit from the Township, the Applicant covenants and agrees with the following terms of the said permit:

1. **Indemnity**

The Applicant covenants and agrees to indemnify and save harmless the Township of Guelph/Eramosa, its agents, employees and Council members from and against any and all liabilities, suits, claims, demands, fines, actions, costs, losses, expenses, or proceedings of any kind (including legal costs of a solicitor and his own client basis), including without limitation claims to property damage, personal injury or death, suffered or incurred by the Township of Guelph/Eramosa arising out of or in any way connected, directly or indirectly to the Applicants exercise of its rights contained in this permit and the failure of the Applicant to perform its obligations under this Agreement, except for claims caused by the gross negligence of the Township of Guelph/Eramosa.

2. **Insurance**

The Applicant shall purchase and maintain in force, at their own expense (including the payment of all deductibles) and for the term of the permit, the following policies of insurance:

- a) Commercial General Liability Insurance satisfactory to the Township and underwritten by insurers licensed to conduct business in the Province of Ontario. The policy shall include coverage for Bodily Injury and Property Damage, with a minimum amount of \$5,000,000.00 for each occurrence, and including:
 - I) An endorsement certifying that the Township is included as an additional insured,
 - II) A cross liability clause endorsement,
 - III) Non-owner automobile coverage, including contractual non-owned coverage, and
 - IV) An exception to the pollution liability exclusion for Hostile Fire, or an endorsement adding back in coverage for Hostile Fires where there exists an absolute pollution exclusion.
- b) Automobile Insurance, in a minimum amount of \$5,000,000.00 for each occurrence.

Prior to the exercise of the rights in this permit, the Applicant shall deliver to the Township of Guelph/Eramosa a certificate of insurance to evidence the foregoing insurance.

3. **Stakeouts and Protection of Utilities**

The Applicant shall, prior to commencement of work, obtain stakeouts from all owners of underground utilities and shall comply with any instructions from the utility owners as stated.

4. **Notifications**

- Where lane or road closures are permitted or access will be restricted, the Applicant shall contact Affected Parties in writing at least 48 hours prior to the commencement of work. "Affected Parties" shall include: The Township of Guelph/Eramosa, adjacent business and property owners, all transit and emergency services
- A minimum of three business days are required for processing of the Road Occupancy Permit.
- Where road plates are used between the dates of November 1 and April 15, the Township of Guelph/Eramosa Public Works Department shall be notified immediately.
- A copy of the signed Road Occupancy Permit must be present on the site at all times.

5. **Health and Safety**

- Where work will occur within the public road allowance, a traffic control plan must be submitted to and approved by the Township of Guelph/Eramosa and implemented in accordance with the current Ontario Traffic Manual (Books 5, 6 or 7)
- All works shall be carried out in conformity with the Occupational Health & Safety Act. The Applicant shall be solely responsible for any fines or charges laid under the Occupational Health

and Safety Act.

- For projects exceeding \$50,000 in value, the Applicant must file a "Notice of Project" with the Ontario Ministry of Labour prior to the commencement of work.

6. Design Criteria

- All work shall conform to the approved design drawings, standards and specifications of the Township of Guelph/Eramosa. Ontario Provincial Standards shall apply in the absence of applicable Township of Guelph/Eramosa standards.
- No activities including stockpiling of earth, grade changes, temporary storage of materials, or vehicular activity shall be permitted within the drip line of any tree without site review by Township of Guelph/Eramosa, Public Works Department.
- All disturbed grass areas shall be restored with 100mm of screened topsoil and nursery grade sod, countersunk to match existing sod. The applicant shall be responsible for watering new sod until sufficient growth has been established, to the satisfaction of Township of Guelph/Eramosa, Public Works Department.
- All road and sidewalk trenches shall be backfilled with unshrinkable fill which shall extend one meter beyond the edge of the pavement. A 24 hour cure time must be allowed within the travelled portion of the road.
- Road cuts shall be made using an approved diamond blade saw.
- All road cut joints shall be route and sealed with liquid asphalt.

7. Right of Township of Guelph/Eramosa to Complete Remedial Work

- A) The Applicant must satisfy itself as to the condition of the Township of Guelph/Eramosa right-of-way prior to occupying the said right-of-way pursuant to this permit. The parties acknowledge and agree that no damage existed on the right-of-way prior to the Applicant exercising its rights under this permit unless such existing damage is brought to the attention of the Township's Public Works Department prior to the Applicant exercising its right under this permit. The Applicant covenants and agrees to restore, at the Applicant's sole cost and expense, the right-of-way to its original condition prior to the Applicant's exercise of its rights in this permit, which shall include repairing and damage to the Township of Guelph/Eramosa right-of-way directly or indirectly attributable to the Applicant's exercise of its rights in this permit.
- B) The Applicant agrees that the Township of Guelph/Eramosa has the right to perform any necessary remedial work during construction or the Warranty Period caused by the Applicant's operation, subject to the following conditions:
 - I) The Township of Guelph/Eramosa will give the Applicant not less than 48 hours notice of any remedial work required unless conditions call for immediate attention.
 - II) If at the expiration of the time allowed, the Applicant or its contractor has not commenced remedial work to the satisfaction of the Township of Guelph/Eramosa, the Township may undertake to have the remedial work completed by whatever means deemed necessary.
 - III) The Applicant agrees to reimburse the Township of Guelph/Eramosa for all costs involved plus a 20% administration fee.

8. Warranty Period

The Applicant is responsible for all costs relating to any restoration requirements resulting from the permitted work for a period of one year from the date of completion (the "Warranty Period").