



# Township of East Zorra-Tavistock Road Occupancy Permit

Permit #: \_\_\_\_\_

Application and permit to undertake work on a municipal road, boulevard, and/or sidewalk. Original permit must be present at the work site. Open cutting of the Road and/or Sidewalk removal is prohibited without prior consent.

Insurance Certificate Provided       WSIB Certificate Provided       Traffic Plan Provided

### Contact Information

**Applicant:** \_\_\_\_\_

On-Site Contact: \_\_\_\_\_ Position: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_

In this Permit "Contractor" means the agent or subcontractor, if the contractor is different than the applicant

**Contractor:** \_\_\_\_\_

On-Site Contact: \_\_\_\_\_ Position: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_

### **Part A – Occupancy Only**

Road       Boulevard       Sidewalk       Other (specify) \_\_\_\_\_

### **Part B – Excavation**

Road       Boulevard       Sidewalk       Other (specify) \_\_\_\_\_

### **Work Area**

Work Location(s)/Address: \_\_\_\_\_

Road/Lane Closure Required and Duration: \_\_\_\_\_

Details of Work: \_\_\_\_\_

Date(s) of Work: \_\_\_\_\_ Time(s) of Work: \_\_\_\_\_

### **Conditions of Approval**

Attach sketch/drawing of planned work

\*Note: Contractor is responsible for collecting curbside waste and moving it to a location accessible by Waste Management in the event of a road closure. Visit [oxfordcounty.ca](http://oxfordcounty.ca) for pickup days.

This permit is not valid without the appropriate approval signature. This permit is conditional upon the Applicant and/or Contractor signing and agreeing to the conditions listed on pages 2-4 of this permit.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Road Occupancy Permit Terms and Conditions**

1. Any person(s) intending to occupy or perform work on the Township of East Zorra-Tavistock's roads, boulevards and/or sidewalks must first apply to the Public Works Manager for a Road Occupancy Permit. This approval must be obtained prior to the commencement of work.
2. The completed permit application must be received by the Township no later than 10 working days prior to the beginning of the activity.
3. The permit becomes null and void if the Applicant fails to meet the requirements of the permit. The site will be restored for public protection and to meet or exceed the existing aesthetic conditions of the site; this shall be to the satisfaction of the Public Works Manager and shall be at the expense of the Applicant. In all cases the decision of the Public Works Manager is final.
4. When unforeseen circumstances require an extension of the permit or a change in any of the conditions under which the permit was issued, the holder of the permit shall apply for such change at least 3 business days in advance of the expiry. Failure to do so will render the permit void.
5. The Applicant and/or the Contractor should submit a copy of this Permit to their insurance companies to ensure that proper certificates of insurance are produced.
6. The Applicant and/or the Contractor shall at a minimum purchase and maintain third party liability insurance in the amount of \$5,000,000 acceptable to the Township of East Zorra-Tavistock throughout the term of this Agreement. Unless otherwise specified, for the Applicant the terms of the insurance shall be from the date of the commencement of the Work until the date of completion of the Warranty Period. Unless otherwise specified, for the Contractor the terms of the insurance shall be from the date of the commencement of the Work until the date of completion of all related activities on the Highway. Such coverage shall protect the Township against all claims for all damages or injury including death to any person or persons and for damage to any property of the Township or any other public or private property resulting from or arising out of any act or omission on the part of the Applicant or the Contractor or any of their servants or agents. Coverage shall consist of a comprehensive policy of public liability and property damage insurance for the Work in the amount identified on Page 1 per occurrence. Such insurance shall name the Township as an additional insured thereunder (for insurance purposes the Township is the Corporation of the Township of East Zorra-Tavistock). Such insurance shall be extended to include the following endorsements: Blanket Contractual Liability and Cross Liability with Severability of Interests Clause. Such insurance shall state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail to the Township.
7. If applicable, the Applicant and the Contractor shall each at a minimum purchase and maintain automobile third party liability insurance in the amount of \$5,000,000 acceptable to the Township throughout the term of the Agreement covering all owned, leased and non-owned automobiles used in connection with the activities governed by this Permit.
8. This insurance coverage shall be primary insurance to the insurance carried by the Township. Any insurance or self-insurance maintained by the Township shall be excess of this insurance and shall not contribute with it.
9. The Township reserves the right to modify the insurance requirements as deemed suitable.

10. The Applicant accepts all roads being accessed under this Permit in “as is” condition and the Township is not obligated to undertake any action or remediation on any road to accommodate or as a result of the Applicant’s work. The Applicant and the Contractor acknowledge that certain risks which may include, but are not limited to, motor vehicle traffic, ground water and soil contamination exist when entering onto or beneath the road allowance pursuant to this Work Permit and as such the Applicant and the Contractor agree to release and forever discharge The Township of East Zorra-Tavistock, its elected officials, officers, employees, agents, contractors, successors and assigns (“the Releasees”) from any and all claims that the Applicant or the Contractor may have or may have in the future against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense or injury the Applicant or the Contractor may suffer as a result of this Work Permit and entrance upon or beneath the road allowance, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the Occupiers’ Liability Act, R.S.O. 1990, c. O.2, as amended, on the part of the Releasees.
  
11. The Applicant, the Contractor, their heirs, executors, administrators and assigns will indemnify and save harmless the Township from any and all claims, demands, suits, actions and judgments made, brought or recovered against the Township and from all loss, costs, damages, charges or expenses that may be incurred, sustained or paid by the Township by reason of the granting of the Work Permit, including any loss resulting from any violation under the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, together with defence costs, fines and penalties. The Contractor shall be considered the “constructor” for the purposes of the Occupational Health and Safety Act. The indemnity provisions of this Agreement shall survive the termination of the Agreement.
  
12. The Applicant and/or the Contractor shall follow the general responsibilities as outlined below:
  - a. Allow the Public Works Manager/Chief Building Official (or their designate), Municipal By-Law Enforcement Officer or a Police Officer to inspect any completed work or work being done on the work site;
  - b. Comply with all relevant Township by-laws, including any applicable provincial and federal legislation and regulations;
  - c. Not interfere with or damage any existing infrastructure;
  - d. Comply with all requirements of Ontario Book 7 (Temporary Conditions) with respect to traffic control;
  - e. Maintain access to all properties along the highway which are affected by the work and consult with the property owners for this purpose;
  - f. Maintain safe and convenient passage for all pedestrians through or around the work site;
  - g. Not place or store any material on a highway where it creates a real or potential hazard for pedestrians or vehicles;
  - h. No material or equipment permitted to be stored on the Highway overnight;
  - i. Not allow material to obstruct the free passage of water through any drain, gutter, ditch or watercourse;
  - j. Inform themselves as to the existence and location of all underground and above ground infrastructure;
  - k. On garbage days, ensure that all waste/recycling is moved to a location that it can be easily picked up by Waste Management and return all waste/recycling bins to the proper address once emptied by Waste Management;
  - l. Ensure that all equipment and materials required to perform the work are properly stored and secured at the work site, and;
  - m. Comply with any direction given by the Public Works Manager.

13. The Applicant and/or the Contractor shall restore the work site to the following minimum standards:
- a. Bring all excavations, cuts or trenches to grade;
  - b. Replace all sidewalk and curb cuts/removals. Temporary restoration shall include a minimum of cold in place asphalt mix. Final restoration shall meet or exceed the existing site conditions, work shall be completed in a timely manner and to the satisfaction of the Public Works Manager;
  - c. Maintain all road cuts/removals until final restorations can be made;
  - d. Restore all sodded areas with topsoil and sod to the satisfaction of the Public Works Manager within seven (7) days and maintain;
  - e. Bring all driveways to grade so that the driveways provide safe and convenient passage to a Road until final restoration is completed;
  - f. Leave the work site in a safe, neat and clean condition;
  - g. Restore all infrastructure, in, on, over, under, across or along the highway;
  - h. All restoration shall be at the expense of the applicant, and;
  - i. A warranty period of 2 years (from date of inspection) shall be given for all restoration work not performed by the Township of East Zorra-Tavistock.