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TOWN OF AURORA

**ROAD OCCUPANCY PERMIT APPLICATION**

Permit No. \_\_\_\_\_

APPLICATION DATE:	LOCATION OF WORK:	
<b>APPLICANT INFORMATION</b>		
Company Name:	Contact Person:	
Address:		
Phone #:	Email address:	
Work is being done on behalf of:		
<b>CONTRACTOR INFORMATION (if different then applicant)</b>		
Company Name:	Contact Person:	
Address:		
Phone #:	Email address:	
<b>PERMIT INFORMATION</b>		
OCCUPANCY TYPE: ( <input checked="" type="checkbox"/> all that apply below)		
Work on Blvd. or Ditch <input type="checkbox"/> _____m <sup>2</sup>	Pavement/Blvd. Drilling <input type="checkbox"/> _____m	
Utilities Install <input type="checkbox"/> _____m	Utilities Repair <input type="checkbox"/> _____m	Road Occupancy <input type="checkbox"/> _____m <sup>2</sup>
Road Cut <input type="checkbox"/> _____m <sup>2</sup>	Sidewalk Removal <input type="checkbox"/> _____m <sup>2</sup>	Curb Cut <input type="checkbox"/> _____m
NATURE OF EXCAVATION: Hand Dig    Machine Dig    Trenching    Bore		
Other (Provide Details):		
Work Description:		
Municipal Consent #	Start Date:	Completion Date:
UTILITY LOCATES (NO WORK IS PERMITTED WITHOUT LOCATES)		
Utility Locates Submitted <input type="checkbox"/>	Copy of Locates attached <input type="checkbox"/>	Date of Expiry _____
TRAFFIC PLAN    Will the following be affected:    Two way vehicle traffic <input type="checkbox"/> Pedestrian Traffic <input type="checkbox"/>		
Note: Traffic Control Plans must be submitted if traffic is impacted		
<b>ATTACHMENTS INCLUDED</b>		
Certificate of Insurance <input type="checkbox"/> WSIB Certificate <input type="checkbox"/> Traffic Control Plan <input type="checkbox"/> Site Drawing <input type="checkbox"/> Other <input type="checkbox"/>		
<b>APPLICANT AGREEMENT</b>		
By executing this Application below, the Applicant agrees to the terms and conditions set out herein and on the reverse side of this Permit. The Applicant also acknowledges and understand that the Permit and this application is subject to the Town's Occupancy and Encroachment of Highways By-law Number 6288-20, as amended or its successor. Failure of the Applicant to comply with any of the terms and conditions of the Permit may result in action being taken by the Town, which may include a stop work being issued, charges being laid and fines being imposed pursuant to the Occupancy and Encroachment of Highways By-law.		
RESIDENT NOTIFICATION PROVIDED		
Signature of Applicant:		Date:
<b>TOWN OF AURORA AUTHORIZATION</b>		
Approval Subject to the following special conditions:		
Permit Fee:	Security Deposit:	Payment Date:
Approved by:	Signature:	Date Approved:

## ROAD OCCUPANCY PERMIT – TERMS AND CONDITIONS – TOWN OF AURORA

### Indemnification

The Applicant, its Contractor and subcontractors shall indemnify, defend and hold harmless The Corporation of The Town of Aurora, its council members and employees (the "Town") from and against any and all liability for property damages or injury to persons resulting from or arising out of or in any way connected with the activities or the presence of the Contractor, its servants, agents or employees and persons duly authorized by the Contractor, on the road allowance in connection with this Permit, and shall reimburse the Town for all costs, expenses and any loss incurred by it in consequence of any claims, demands and causes of action which may be brought against it arising out of the activities or the presence of the Contractor, its servants, agents or employees and persons duly authorized by the Town, on the road allowance in connection with this Permit.

### Insurance

The Applicant, its Contractors, agents and subcontractors shall maintain throughout the duration of this Permit:

- (a) **Commercial General Liability** insurance of not less than \$2,000,000 CAD per occurrence covering all operations and liability assumed pursuant to the obligations and responsibilities set out in the Permit. The Applicant shall add the Town as a named additional insured to the Commercial General Liability policy; and
- (b) **Automobile Liability Insurance** of not less than \$2,000,000 CAD including statutory coverages (third party liability, accident benefits, direct compensation property damage, and uninsured automobile) for all vehicles owned or leased and used in connection with this Permit. The Applicant shall provide the Town with a copy of the Insurance Certificate evidencing such requirements with this Application;

### Stakeouts and Protection of Utilities

All utility locates must be obtained prior to the start of work. Backfill/compaction/support of pipes, cables, etc. of all utilities shall be completed to the satisfaction of each individual utility company.

### Notifications

Where lane or road closures are permitted or access will be restricted, the Applicant shall contact all adjacent property owners and all transit and emergency services.

Between the dates of November 1 and April 15, road plates shall not be used unless the Town provides specific consent for their use.

### Health & Safety

The Applicant and Contractor agrees to implement and maintain a safe working environment in accordance with the regulations of the *Occupational Health and Safety Act*, as amended.

All works must be performed in accordance with the current "Ontario Traffic Manual, Book 7 – Temporary Conditions". A traffic management plan shall be provided to the Public Works Services for approval and no works shall commence without an approved traffic management plan.

### Design Criteria

All work shall conform to the approved design, drawing, standards and specifications of the Town of Aurora. The "Town of Aurora Design Criteria Manual for Engineering Plans" as well as the "Town of Aurora General Specifications for the Construction of Buried Pipelines and Roadway Systems" are available on request as well as on the Town website.

<https://www.aurora.ca/TownHall/Pages/Departments/Operational%20Services/Engineering.aspx>

### Validity and Duration of Permit

The Permit is granted on approval from the Town's Roads Supervisor or his designate following a pre-work inspection. The permission for the work to be done pursuant to this Permit may be withdrawn at any time by the Town if the Applicant does not abide by the terms and conditions of this Permit or otherwise pursuant to the Town's Occupancy and Encroachment of Highways By-law. Securities collected will only be refunded upon completion of a final inspection that is satisfactory to the Town's Roads Supervisor or his/her designate, in their sole discretion.

The Town's permission hereunder to allow the activities and work by the Applicant, or their Contractor, described herein is valid for thirty (30) days following the approval date. Extensions may be granted on written request from Applicant made prior to the expiry of the Permit. A copy of a signed Road Occupancy Permit must be on site at all time. The permit is not valid unless signed by the Town.

### Testing and Inspection of Work

The Applicant is responsible for the completion of all testing of materials as required to demonstrate compliance with the Town's road restoration requirements. The applicant shall confirm the testing and inspection requirements for the project with the Town prior to commencing any work.

Restoration of the working area shall be completed in accordance with the procedure and standard specifications of the Town. The Town of Aurora, Operational Services Department will conduct a pre-inspection prior to commencement of work. This will be followed by a post inspection(s) and a final inspection.

### Tree Protection

All trees in the working area shall be protected in accordance with the requirements of the Town of Aurora Municipal Forestry Policy. It is the applicant's responsibility to conduct appropriate liaison with interested persons regarding tree preservation, removal and replacement. Call (905) 727-313 extension 3223 for additional information.

### Right of Town of Aurora to Complete Remedial Work

The contractor accepts the Town of Aurora's right to perform any necessary corrective work resulting from the contractor's operation, subject to the following:

- (a) The Roads Supervisor or his designate will give the contractor forty-eight (48) hours' notice to rectify any remedial work required, unless conditions warrant immediate attention;
- (b) If, at the expiration of the time allowed, the Applicant or its Contractor has not commenced remedial work to the sole satisfaction of the Town, the Town may undertake to have the remedial work completed by whatever means necessary; and
- (c) The Applicant agrees to reimburse the Town for all costs associated with remedial work undertaken by the Town, including any charges set out in the Town's Fees and Charges By-law.

### Warranty Period

The Applicant is responsible for all costs relating to any restoration requirements resulting from the work pursuant to this Permit for a period of one year from the later of the date of completion or restoration/repair of any such work (the "Warranty Period").