

Terms and Conditions

1. The Applicant agrees that the Contractor named on this Permit is authorized to act as an agent on behalf of the Applicant.
2. The provisions of this Permit are authorized under The Corporation of the City of Oshawa's (the "City") [Road Occupancy By-law 37-2007](#), as amended (the "By-law").
3. An application for a permit shall be completed and returned not later than ten (10) working days prior to the closure or occupancy of arterial or collector roads and/or closure or occupancy of a sidewalk on arterial and collector roads and four (4) working days prior to the closure or occupancy of a local road and/or closure or occupancy of a sidewalk on a local road.
4. This notice is exclusive of Saturdays, Sundays, and holidays. Where the project requires amendment of the City's Traffic and Parking By-law 79-99, as amended, eight (8) weeks notification is required. This Permit must be retained for inspection at the work site.
5. When The Regional Municipality of Durham or a utility or public service company closes or occupies a highway as a result of an emergency, telephone notice shall be given immediately to the City and on the next working day an application for a permit as required by the By-law shall be made.
6. The Applicant and/or Contractor shall obtain written permission and/or authorization from any neighbouring, adjacent and/or affected property owners on which the work encroaches prior to commencement of the work.
7. When conditions or unforeseen difficulties require a longer period for completion than is indicated on this Permit, the Applicant shall notify the City of the additional time required and the reason therefore.
8. If a project requires a full/complete road closure, a road closure notification shall be posted on the City's website by the City on behalf of the Applicant, and the City shall notify emergency service and transportation agencies. Any required public information, whether electronic, signage or any other form, shall be at the Applicant's expense.
9. The Applicant and/or the Contractor named on this Permit shall provide notification in writing to the affected residents/owners and provide contact information for the Applicant and/or the Contractor. The notification shall specify the location and the anticipated timeframe for the sidewalk and/or road closure. Specifically, notification shall be given to residents and business owners not only along the side of the block affected, but also along the opposite side of the affected block. Notification shall be hand-delivered by the Applicant and/or the Contractor named on this Permit.
10. The Applicant and/or the Contractor named on this Permit shall provide notification a minimum of:
 - Ten (10) working days prior to the anticipated sidewalk closure and/or full road closure on arterial and collector roads; and
 - Five (5) working days prior to the anticipated sidewalk closure and/or full road closure on a local road.
11. The cost of undertaking this notification shall be borne entirely by the Applicant.
12. All barricades, signs and signals required to direct or guide pedestrians and/or motorists around the work site when required shall be erected and maintained by the Applicant in accordance with the Ontario Traffic Manual Book 7, City policies and Ontario Regulation 429/07: Accessibility Standards for Customer Service.
13. The Applicant shall maintain pedestrian access, and where practical, vehicular access, to all public and private properties.
14. If to carry out the work it is necessary to alter, break or disturb an existing pavement, curb and gutter or sidewalk, the Applicant shall undertake a permanent repair immediately upon completion of the work to the sole satisfaction of the City, unless alternative arrangements are made with the City. Temporary repairs are permitted after December 15 but must be reinstated to a permanent repair no later than April 30.
15. The Applicant and/or Utility Service Provider ("USP") shall maintain the temporary repair to the sole satisfaction of the City until the permanent restoration can be undertaken within the stipulated timeframe, all of which shall be at the cost of the Applicant and/or USP. All ditches, culverts and driveway entrances shall be repaired or replaced promptly. All surplus material shall be removed, and the area cleaned and returned to its original state upon completion of the repairs to the sole satisfaction of the City.
16. The Applicant undertaking the permanent repair shall carry a two (2) year warranty from the date of completion of the permanent repairs.
17. All work covered by this Permit shall comply with the Occupational Health and Safety Act, R.S.O. 1990, c. O.1 and its regulations, all as amended.

Backfill operations and compaction shall be in accordance with City standards and the Ontario Provincial Standard Specifications ("OPSS"). Excavated material shall not be piled in such a manner as to obstruct vehicular or pedestrian traffic.

All sidewalk, curb and gutter, boulevard and asphalt repairs shall meet all City standards and the OPSS. All granular materials used shall be in accordance with City standards and the OPSS. Asphalt repairs and materials shall be in accordance with City standards and the OPSS.

Asphalt repairs larger than twenty-five square metres (25m²) in size shall be permanently repaired by the City at the sole expense of the Applicant.

All City standards are located on the City's website, www.oshawa.ca.
18. If it is necessary to disturb an existing sodded area a permanent repair shall be undertaken with a layer of topsoil with a minimum thickness of two hundred millimetres (200mm) and a minimum of twenty millimetres (20mm) of sod. The Applicant is responsible for the sodded area until the root system is established. The Applicant is required to provide a minimum one (1) year warranty from the date of installation or re-installation. Sodded areas shall be restored within seven (7) working days between April 15 to November 15 unless alternative arrangements are made with the City. During the off season, the area shall be graded to a level surface and sod installed when sod becomes available.

19. The Applicant is responsible to ensure that all reasonable precautions are taken to protect all survey markers including Horizontal Control Monuments ("HCM") which are located within the road allowance. The Applicant shall advise the City's Economic and Development Services Department, Planning Services Branch, if a HCM is to be removed or otherwise affected. Notwithstanding notice to the Development Services Department, the Applicant shall be responsible for all costs associated with the replacement or repair of any survey marker including a HCM.
20. If a project requires parking meters to be removed and/or reserved, the Applicant shall be responsible for all costs for the period the parking meters are out of service based upon the prevailing hourly rate plus any additional administrative costs, in accordance with the City's Fees and Charges By-law 109-2024, as amended, incurred by the City. Applicants may be responsible for setting out, removing and returning any parking meter hoods required to reserve the parking meters and will be responsible for any costs of repairing or replacing damaged or missing hoods.
21. The Applicant agrees that it shall continuously save, defend, keep harmless and fully indemnify the City, its elected officials, employees, agents, successors and assigns from and against all claims, actions, suits, demands, proceedings, losses, liabilities, damages, costs and expenses (including legal fees), which may be brought against, made upon or incurred by the City resulting from or arising out of the issuance of this Permit or in any way related to the work performed by the Applicant and/or the Contractor.
22. The Applicant also agrees that it shall continuously save, defend, keep harmless and fully indemnify the City, its elected officials, employees, agents, successors and assigns from and against all claims, actions, suits, demands, proceedings, losses, liabilities, damages, costs and expenses (including legal fees), which may be brought against, made upon or incurred by the City resulting from or arising out of any failure of the Applicant and/or the Contractor to obtain any necessary permission from affected property owners on which the project encroaches.
23. For the duration of this Permit, the Applicant shall obtain, provide and maintain a Commercial General Liability insurance policy written on an occurrence basis with a liability limit of not less than Two Million Dollars (\$2,000,000) per accident or occurrence (the "Policy"). The City shall be named on the Policy as an additional insured without subrogation, and shall contain a cross liability and/or severability clause which protects each insured to the same extent as if they were separately insured. The Policy shall apply to and not exclude coverage arising out of crane operations conducted by or on behalf of the Applicant, including loading, unloading, hoisting, lifting, rigging and related activities. The Policy coverage shall include, but will not be limited to, third party bodily injury including death, property damage, personal injury, products and completed operations. The Policy shall be taken out with an insurance company licensed to carry on the business of insurance in Ontario and shall be endorsed to provide that the City is to receive not less than thirty (30) days' notice in writing in advance of any cancellation, material amendment or change restricting coverage. The Applicant shall verify with the City that valid insurance coverage is in place by submitting an Insurance Certificate to the City upon issuance of this Permit, which must be acceptable in all respects to the City.
24. If City staff are required to visit the site at anytime due to non-compliance of this Permit, expenses shall be charged back to the Applicant.
25. This Permit shall be null and void if the Applicant fails to meet any of the requirements of this Permit, or breaches any of these Terms and Conditions, and in that case, a new application for a permit shall be made.
26. The Applicant shall display signing at the work site (minimum size – 90cm x 120cm) clearly showing the name of the Contractor and who the Contractor is working for, along with a twenty-four (24) hour contact phone number.
27. Prior City consent approval is necessary when work requires an excavation for the placement of additional infrastructure. City consents shall only be issued to utility companies, commissions and agencies that have the authority to construct, operate and maintain their infrastructure on a public road allowance.