

District	<input type="checkbox"/> North York 5100 Yonge Street, 4 th Floor Tel: 416-395-6303 Fax: 416-395-7482	<input type="checkbox"/> Scarborough 150 Borough Drive, 2 nd Floor Tel: 416-396-7505 Fax: 416-396-5641	<input type="checkbox"/> Toronto and East York 55 John Street, Metro Hall, 17 th Floor Tel: 416-392-7877 Fax: 416-392-7465	<input type="checkbox"/> Etobicoke York 399 The West Mall, 3 rd Floor Tel: 416-394-8418 Fax: 416-394-8942
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Please type or print in ink

Project Location and Description

Street Number	Street Name	Suite/Unit Number	Building Permit Number
Flank	Rear		

Detailed Work Description

Owner **Lessee** **Agent Information**

Name(s) (First, Last)

Mailing Address

Suite/Unit Number	City	Province	Postal Code
Area Code and Telephone Number	Area Code and Fax Number		Area Code and Mobile / Pager Number

Applicant's Declaration

I, <input type="text"/> First Name	<input type="text"/> Last Name
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do hereby declare the following:

- That I am the owner
 the lessee of the above property or
 a signing officer / employee of _____, which is an authorized agent of the owner.
- Pursuant to Section 743-4 of Chapter 743 of the City of Toronto Municipal Code, I/we agree to place with the City of Toronto as a protection guarantee against damage to the curb, sidewalk, road, public laneway, boulevard and other services as well as tracking mud on City streets or failing to clear snow and ice from sidewalks while construction is in progress a deposit in the amount of:
\$ _____, which includes a non-refundable fee of \$ _____.
- I/We acknowledge that this deposit will be used to make any necessary repairs upon completion of the work with the understanding that repairs made by City forces will be charged at the standard prevailing City rates. It is also understood that in the event that I/we fail to keep the roads and sidewalks free from mud and debris caused by vehicular traffic traveling to and from the site, the City will do the cleaning and deduct such charges from this deposit. I/We agree to pay the City for any additional costs, over and above the deposit, should the deposit prove to be insufficient to cover the above repairs and cleaning work.
- I/We understand that this deposit may be used to cover the cost of removal, reconstruction and relocation of vehicular access, as well as repair of any damage resulting from this project, but not for new drain and water services or relocation of street furniture that may be required in conjunction with this building construction work. In the event of such work is required, I/we hereby agree to make application to Transportation Services, Right of Way Management, and to pay the full costs. I/We acknowledge that the City may withhold this deposit pending resolution of any third party claim.
- I/We acknowledge that it is my/our responsibility to closely inspect the right of way abutting the property and confirm that no damage to pavements, curbs, sidewalks, public laneways, boulevards, etc. exists prior to commencement of construction. In the event that any damage exists, I/We will immediately forward a registered letter to the General Manager, Transportation Services, within ten (10) working days from the date of this application outlining specifically the damage that exists and requesting a pre-inspection. I/We agree not to commence any construction until City staff have visited the site to confirm the damage to the public right of way as noted in the registered letter. I/We could be held responsible for any or all damages at the project location.
- I/We further acknowledge that it is my/our responsibility to maintain free, clear and safe passage for pedestrians and this includes maintaining all sidewalks adjacent to the property free of building materials, signs, bins, snow, ice or any other materials on public right of way. Should I/we fail to carry out the required work, I/we acknowledge that it may be carried out by City forces and the cost of such work may be deducted from the deposit.
- I/We further acknowledge that it is my/our responsibility to submit a written request to the General Manager for the refund of the Municipal Road Damage Deposit after completion of work and within 2 (two) years from the date on which the Municipal Road Damage Deposit was made.
- I/We further acknowledge and understand that I/we have the opportunity to seek legal advice prior to executing this Municipal Road Damage Deposit.

I/We hereby certify that I/we have read and agree to abide by the above.

Applicant's Signature	Date (yyyy/mm/dd)	City of Toronto Witness
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White - Transportation Services

Yellow - Financial Services

Pink - Applicant

Golden Rod - Toronto Building

The personal information on this form is collected under the legal authority of the City of Toronto Act, S.O.2006, Chapter 11, Schedule A, s.136(c) and City of Toronto Municipal Code, Chapters 169 and 743. The information is used to administer the Municipal Road Damage Deposit process. Questions about this collection can be directed to the Right of Way Supervisor in the appropriate District.

13-0057 2016-11



toronto at your service