

Municipal Road Damage Deposit

Folder No.	Date (yyyy-mm-dd)
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District Offices

<input type="checkbox"/> Toronto and East York	<input type="checkbox"/> North York	<input type="checkbox"/> Scarborough	<input type="checkbox"/> Etobicoke York
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Project Information

Street No.	Street Name	Suite/Unit No.
Flank Rear		
Project Description		

Applicant Information

<input type="checkbox"/> Owner	<input type="checkbox"/> Lessee	<input type="checkbox"/> Agent Information
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Name(s)

Mailing Address

Street No.	Street Name	Suite/Unit No.
City/Town	Province	Postal Code
Telephone No.	Mobile No.	Fax No.

Applicant Declaration

First Name I,	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
- 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.

Continue on next page.

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Applicant Declaration (Continued)

5. 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.
6. 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.
7. 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.
8. 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

Signature Print Name Date (yyyy-mm-dd)

Building Division Witness

Print Name Print Initials Date (yyyy-mm-dd)

The personal information on this form is collected under the City of Toronto Act, 2006, S. 136 (b) & (c) and the Ontario Building Code Act, 1992. The information collected will be used for processing applications and creating aggregate statistical reports. Questions about this collection may be referred to the Customer Service Manager in the appropriate district. Toronto East York District, 100 Queen Street West, Ground Floor East Tower, Toronto M5H 2N2, (416) 392-7539; North York District, 5100 Yonge Street, 2nd Floor, Toronto M2N 5W4, (416) 395-7000; Etobicoke York District, 2 Civic Centre Court, 1st Floor, Toronto M9C 2Y2, (416) 394-8002, Scarborough District, 150 Borough Drive, 3rd Floor, Toronto M1P 4N7, (416) 396-7526.