

**CITY OF MISSISSAUGA – ROAD OCCUPANCY PERMIT  
GENERAL CONDITIONS APPLICABLE TO ALL PERMIT HOLDERS**

The Permit Holder acknowledges and agrees that the Permit Holder is required to comply with the City of Mississauga (“City”) Road Occupancy Permit By-law 0173-2020, as amended or replaced (“ROP By-law”), including all Municipal Requirements. The definitions in the ROP By-law shall apply unless stated otherwise.

The Permit Holder acknowledges and agrees to be bound by all of the following conditions of this Road Occupancy Permit (“Permit”) issued pursuant to the ROP By-law.

1. **The Permit Holder must activate this Permit at least 24 hours in advance of the first day of commencement of work by emailing [activate.rop@mississauga.ca](mailto:activate.rop@mississauga.ca).**
2. Any violations of this Permit or the conditions of this Permit may result in the Permit being suspended or revoked by the City. The City may take any enforcement action necessary to ensure the requirements of **the ROP By-law, all Municipal Requirements and this Permit are complied with**. The City, including an onsite inspector, may suspend this Permit at any time where there is an emergency or site conditions necessitate a change to the work approved under the Permit.
3. Any changes to the work authorized under this Permit must be approved by the City prior to the Permit Holder undertaking such work. Work shall only be undertaken in accordance with the conditions of this Permit, up to the date of expiry of the Permit. If an extension is required, the Permit Holder shall apply for an extension a minimum of five (5) Business Days before the Permit expires.
4. This Permit only authorizes work on City road as indicated in the Permit. This Permit does not authorize any work on private property, work outside of the road on City lands including any park, or work on City lands or private property that involves construction, stockpiling, staging and access.
5. A copy of this Permit shall be available at the site/location of the work.
6. A written notification shall be delivered to all residences and businesses abutting the work area a minimum of 48 hours prior to commencement of work. The notification is to state the type of proposed work, location of the proposed work, duration of work and contact information of both the company and contractor undertaking the work. The contact information must include the name of the person(s) managing the work, direct telephone number and email address.
7. A separate written notification shall be delivered five (5) days prior to commencement of work if at-grade or above-grade equipment is proposed, to residences and businesses abutting any such equipment. The notification must include a plan that illustrates the size of the at-grade or above-grade equipment, along with a marked outline of the equipment in its proposed location.
8. All records of notification provided for proposed work must be kept and maintained, with a copy to be provided to the City upon request.
9. Any roads affected by the Permit Holder’s work shall at all times be maintained by the Permit Holder in a condition that allows the safe passage of vehicular, pedestrian and cycling traffic. At no time will the Permit Holder’s work create what the City deems to be a safety hazard for vehicles, pedestrians, cyclists or other users of public lands.
10. This Permit does not authorize the closure of any roads unless the Permit expressly approves the road closure, including any applicable time restrictions.
11. Access for emergency vehicles shall be maintained at all times.
12. Clear sightlines at all intersections and driveways must be maintained.
13. Access to any existing driveways must be maintained.
14. All temporary traffic control measures, including but not limited to signs and devices and the use of traffic control persons, shall comply with OTM Book 7 Manual for Temporary Conditions.
15. The Permit Holder shall not remove, dismantle or in any way alter any crash attenuation devices in a manner that affects the normal operation of such equipment.
16. Where a crash attenuation device, noise wall, guide rail or any other type of fencing conflicts with the work authorized under this Permit, the Permit Holder must contact the City’s Transportation and Works Department, Maintenance Standards & Permits Section at 905-615-3200, ext. 3055 for review. If it is deemed necessary that the crash attenuation device, noise wall, guide rail and/or fencing must be removed, the Permit Holder agrees to install and maintain temporary fencing to ensure the area is kept safe. The temporary fencing shall be in place until the City permanently replaces the crash attenuation device, noise wall, guide rail and/or fencing. The Permit Holder shall be responsible for all costs of the permanent replacement of the crash attenuation device, noise wall, guide rail and/or fencing carried out by the City and such costs shall be deducted from any deposit or security provided by the Permit Holder.
17. All parking must comply with the Traffic By-law 555-2000, as amended or replaced.
18. Trees must be protected from damage. The Permit Holder shall contact the City’s Parks, Forestry & Environment Division before undertaking work within 5 metres of a tree in the road or on City lands, or if the work interferes with or causes damage to a tree.
19. Any authorized storage bins placed on the road must be properly secured and adequate warning of any hazards shall be provided to the public.
20. If requested by the City, the Permit Holder shall immediately submit final soil and/or groundwater report(s) for affected roads, and provide confirmation to the City that any monitoring wells installed in roads have been decommissioned in compliance with Ontario Regulation 903.
21. Use of steel plates in the road shall not be permitted unless expressly approved by the City. The use of steel plates will only be considered from April 15 to November 1. If approved, steel plates may be used in an emergency situation for up to 24 hours with express permission from the City. Any steel plating used on open excavations in the road must be non-skid, secured, counter-sunk and set flush with the surface of the pavement. The counter-sunk plate must overlap the cut by no less than 300 millimetres on all sides. The Permit Holder shall ensure that the steel plates and any supporting accessories or structures are designed and constructed to support the passing of pedestrian, cycling and vehicular traffic safely and without movement or bouncing. The Permit Holder shall ensure the safety and integrity of steel plates and any supporting accessories or structures at all times for the duration of their use and shall post appropriate signs advising of the presence of the steel plates.
22. The Permit Holder accepts the roads being accessed under this Permit in an as-is condition and agrees that the City has not made any representations with respect to the condition of the roads and that the City is not obligated to undertake any action or remediation of any road to accommodate or as a result of the Permit Holder’s work.
23. The Permit Holder is responsible for obtaining all utility locates prior to commencement of work, including obtaining locates to identify City infrastructure and contacting Ontario One Call.
24. In the event of a conflict between the Permit Holder’s work and any other equipment in the road, the Permit Holder shall notify the City of the conflict. The Permit Holder further acknowledges and agrees that the City shall have no responsibility to undertake any action with respect to the conflict and the Permit Holder shall have sole responsibility for resolving any such conflict directly with the owner of the conflicting equipment, including the City, where applicable.

25. Where the City receives a request from a third party to work in an area of road where the Permit Holder is undertaking work pursuant to a current and valid Permit, the Permit Holder shall respond in writing to any requests from the third party to coordinate works, copying the City, within five (5) business days of receiving such a request.
26. The Permit Holder shall notify the City's Transportation and Works Department, Technical Services Section at 905-615-3200, ext. 3055, once temporary repairs and/or permanent restoration to an approved excavation have been completed.
27. The Permit Holder shall maintain and warranty a temporary repair made to a road for 24 months from the date of completion of the temporary repair to the satisfaction of the City and acceptance by the City and until the City, or a person with prior authorization from the City, completes permanent restoration of the road in the location of the temporary repair. Where a Permit Holder, with prior authorization, completes a permanent restoration of a temporary repair, the Permit Holder shall maintain and warranty the permanent restoration for 24 months from the date of completion of the permanent restoration to the satisfaction of the City and acceptance by the City. The Permit Holder shall be solely responsible for the cost of all temporary repairs and permanent restoration.
28. Backfilling/compacting/supporting of utility pipes, cables, etc. shall be completed to the satisfaction of each individual utility provider.
29. Depth of cover of new equipment installations shall be a minimum of one (1) metre below existing grade.
30. All trenches must be restored as specified herein, including drainage ditches, culverts and culvert headwalls. Good drainage must be maintained during the course of operations. All trench restoration work to be carried out to the satisfaction of the City and in accordance with the applicable City Transportation and Works Standard Drawings, as updated from time to time, available at: <https://www.mississauga.ca/publication/transportation-and-works-standard-drawings/>.
31. The Permit Holder shall at their sole cost and expense, obtain and maintain in full force and effect at all times throughout the term of the Permit, insurance satisfactory to the City. Evidence of insurance must be provided on a City of Mississauga Certificate of Insurance Form "Construction Liability" available in a fillable PDF format at [www.mississauga.ca/certificateofinsurance](http://www.mississauga.ca/certificateofinsurance).
32. At no time shall the permit holder's work or equipment interfere with City operations or road maintenance activities, including but not limited to winter maintenance such as snow clearing, or create what the City deems to be a safety hazard for vehicles, pedestrians, cyclists or other users of the public lands.
33. In the event that an operational or safety concern arises adjacent to or in the vicinity of the permit holder's work, such as a winter event (e.g. snow and/or ice accumulation), the City may in its sole discretion, require the permit holder at its sole cost and expense to: temporarily cease its work; or modify the work approved under the permit, to the satisfaction of the City.

**Conditions applicable to TEMPORARY REPAIRS:**

34. In all surfaces, including sod, asphalt road pavements, asphalt boulevards, concrete road pavements, concrete sidewalks, concrete curbs, concrete medians, concrete boulevards, concrete and asphalt driveways and interlocking brick on a concrete base, temporary repairs will be done by the Permit Holder in accordance with City Standards and Specifications and to the satisfaction of City's Transportation and Works Department.
35. Temporary repairs of an approved excavation will consist of the following:
  - (a) On all Local Roads – minimum of 75mm of HL8 asphalt
  - (b) On all Major Arterial, Collector or Industrial Roads – Match existing asphalt depth up to 200mm. Contact assigned Permit inspection staff if existing asphalt is greater than 200mm
  - (c) All sidewalks – minimum of 75mm of hot mix asphalt
  - (d) On all concrete and asphalt driveways including boulevards – minimum of 75mm of hot mix asphalt
  - (e) Concrete curbs to be temporarily repaired with asphalt as per OPSD 601.01
  - (f) Boreholes – All boreholes, regardless of native soil types, shall be filled from bottom to sub grade with **bentonite** to reduce any potential settlements. For boreholes in pavement, restoration will consist of **bentonite** to sub grade, 19mm Crusher Run limestone OPSS Granular 'A' and HL3 asphalt to match existing road granular and asphalt respectively. For boreholes in the boulevard, the restoration shall consist of **bentonite** to within 100mm of the existing surface, top 100mm to be filled with cleaned topsoil. Excavated material shall be removed off site.

**Conditions applicable to PERMANENT RESTORATION:**

36. **All permanent restoration, including but not limited to hard surface asphalt and concrete restoration, shall be completed by the City's Transportation and Works Department, unless prior authorization has been granted expressly in a writing or in a Permit, and except:**
  - (a) in all replaceable surfaces on granular base, i.e. pavers, interlocking brick and flagstone:
    - i. Permit Holder will do permanent restoration in accordance to City Standards and Specifications
  - (b) in all sodded and gravelled areas:
    - i. Permit Holder will do permanent restoration in accordance to City Standards and Specifications
    - ii. Boulevard restoration shall consist of backfilling with clean, non-frozen native materials and properly compacted. All areas shall receive new sod (No. 1 Grade Nursery) and shall have a minimum of 100mm imported topsoil, countersunk and rolled to match the surrounding area. The Permit Holder shall be responsible for watering and ensuring growth of the sod.
37. All other permanent restoration of temporary repairs may only be undertaken with express prior authorization from the City, and shall meet the standards prescribed by the City and as otherwise set out in the ROP By-law and the Municipal Requirements. A City inspector must be present when hard surface permanent restoration is being performed, otherwise the hard surface permanent restoration will be deemed temporary.

**REMEDIAL REPAIRS OR CORRECTIVE WORK**

38. Where a Permit Holder fails to undertake a temporary repair and/or permanent restoration in accordance with the ROP By-law, the Municipal Requirements or this Permit, the City may require the Permit Holder to do work to correct the temporary repair and/or permanent restoration, or where the Permit Holder fails to do so, the City may undertake the necessary temporary repair and/or permanent restoration, or do work to correct the temporary repair and/or permanent restoration. The Permit Holder shall be solely responsible for reimbursing the City for all costs incurred by the City in undertaking any such work.
39. The Permit Holder accepts the City's right to perform any necessary remedial work caused by the Permit Holder's operations or work, or to correct or relocate non-compliant equipment, subject to the following conditions:
  - (a) At least 24 hours prior, notice will be given to the Permit Holder of any remedial work required to be undertaken. Should the Permit Holder not act on this notice in accordance with the time period set out the notice, the City may undertake to carry out the repairs.

- (b) If the City deems that a **PUBLIC SAFETY RISK or an EMERGENCY** has arisen due to the Permit's Holder's work, including inferior work, the City may perform immediate repairs and/or carry out work to deal with the emergency.
40. In the event that the City undertakes any corrective or remedial work as a result of the Permit Holder's work, including but not limited to temporary repair and/or permanent restoration, in no way does this release the Permit Holder of any of their obligations under the ROP By-law, the Municipal Requirements or this Permit.

**COST OF TEMPORARY REPAIRS, PERMANENT RESTORATION, REMEDIAL REPAIRS AND ROAD DEGRADATION FEE**

41. The Permit Holder is responsible for all costs of temporary repairs, permanent restoration, remedial repairs and corrective work carried out by the City and the applicable road degradation fee as set out in the City's current Fees and Charges By-law, available at [www.mississauga.ca](http://www.mississauga.ca). The amount of the road degradation fee will be based on the area of the road cut after the permanent restoration has been completed.
42. The City may deduct the cost of any temporary repair, permanent restoration, remedial repairs and corrective work from any security held by City and charge all costs in accordance with the City's Fees and Charges By-law, available at [www.mississauga.ca](http://www.mississauga.ca). Any credit balance after deductions will be refunded following completion of the final inspection.
43. Where the cost of temporary repairs, permanent restoration or any other work undertaken by the City exceeds the amount of security held by the City, or no security is available, the Permit Holder shall be responsible for paying all costs owing to the City in respect of any such work.

**UNSHRINKABLE FILL**

44. Whenever it is necessary to cut through a road, the Permit Holder will be responsible for proper trench consolidation utilizing unshrinkable fill and replacing the original surface. Sub-drains under the curbs must be restored to ensure their operation. The placement of unshrinkable fill should not extend beyond the sub-grade level. Granular and asphalt materials and installation must be identical to or better than those which are existing within the original roadway. Unshrinkable fill shall meet all requirements of OPSS 1359, except that no supplementary cementing materials are allowed. It is the Permit Holder's responsibility to ensure that current OPSS mix requirements are met. The following is a summary of the requirements:

- I. Maximum Portland Cement content.....25 kg/m3
- II. Maximum 28-day compressive strength.....0.7 MPa
- III. The slump at point of discharge.....150 mm
- IV. The mix shall be designed to flow into the excavation and all voids without vibration and segregation
- V. The mix may contain foaming agents

**REGION OF PEEL**

45. The Region of Peel is responsible for carrying out its own reinstatement work (temporary repairs and permanent restoration) at their expense. All reinstatement works within the limits of the road will be maintained and guaranteed for a period of 24 months from the date of completion and acceptance of the works by the City.

**RELEASE AND INDEMNIFICATION**

IN CONSIDERATION of the City granting the permit applied for, each of the undersigned, for itself, its transferees, successors and assigns (the "Applicant"), agrees as follows:

46. **Release:** To release and forever discharge the City, its elected officials, officers, employees, agents, contractors, subcontractors and invitees (the "Releasees") from any and all liabilities, losses, damages, costs and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, liquidated damages and amounts paid in settlement, whether from a third party or otherwise), claims, actions, causes of action, complaints, demands, suits or proceedings of any nature or kind (hereinafter "Claims"), howsoever and whatsoever incurred, suffered or sustained by the Applicant or anyone for whom the Applicant may be in law responsible, arising out of or otherwise in connection with the permit, or the Applicant's activities, work or use of the City road in relation to the permit, including any Claims which have been caused or contributed to by any negligent act or omission of the Releasees, any negligent misrepresentation, breach of contract, or breach of statutory duty on the part of the Releasees, or the condition or state of repair of the City road.
47. **Indemnity:** To indemnify, defend and hold harmless the Releasees from and against any and all Claims, by whomever made, sustained, incurred, brought or prosecuted, including, but not limited to, claims for personal injury (including death), infringement of property rights, nuisance, and property damage, in any way based upon, arising from, occasioned by, or attributable to anything done or omitted to be done by the Applicant, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates or volunteers, arising out of or otherwise in connection with the permit, or the Applicant's activities, work or use of the City road in relation to the permit, including any Claims which have been caused or contributed to by any negligent act or omission of the Releasees, any negligent misrepresentation, breach of contract, or breach of statutory duty on the part of the Releasees, or the condition or state of repair of the City road. The Applicant further agrees to indemnify, defend and hold harmless the Releasees for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Releasees, claimed or resulting from such Claims.

By signing below, I/We, the PERMIT HOLDER, confirm that I/we have read, understood and accepted the above ROAD OCCUPANCY PERMIT GENERAL TERMS & CONDITIONS, all requirements of the City of Mississauga By-Laws and Municipal Requirements, which form part of this Permit. I/we agree that I/we shall be responsible for the cost of temporary repairs and permanent restoration, plus an administration fee and road degradation fee, where applicable, and that these costs may be deducted from any security deposited by me/us. The PERMIT HOLDER expressly acknowledges and agrees that the PERMIT HOLDER has read, fully understands and agrees to be bound by the provisions herein, and further acknowledges and agrees that the Release and Indemnification shall survive the alteration, suspension, revocation, termination or expiry of the permit.

Where more than one party is signing below, all parties agree to be jointly and severally bound by the provisions of this Permit.

\_\_\_\_\_  
PERMIT HOLDER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME (please print)

\_\_\_\_\_  
PERMIT HOLDER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME (please print)

I, THE MAINTENANCE/RESTORATION DEPOSIT PAYOR, confirm that I have read, understood and accepted the ROAD OCCUPANCY PERMIT GENERAL CONDITIONS which form part of this permit. I agree that I shall be responsible for the cost of permanent and remedial repairs carried out by the City of Mississauga plus an administration fee and that these costs will be deducted from the Maintenance/Restoration Deposit provided by me.

\_\_\_\_\_  
MAINTENANCE/RESTORATION DEPOSIT PAYOR'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME (please print)

(Updated on February 28<sup>th</sup>, 2022)

