

**THE CORPORATION OF THE
TOWNSHIP OF GREATER MADAWASKA**

BY-LAW NUMBER 23-2012
Being a By-law to approve Road Cut Permits

WHEREAS the Municipal Act, R.S.O. 2001, c.25, Section 28 grants to the Township jurisdiction over the roads and highways within the Municipality; and

WHEREAS the Corporation of the Township of Greater Madawaska deems it advisable and in the public interest to pass such by-laws with respect to the issuance of Road Cut Permits in exercise of its jurisdiction;

NOW THEREFORE BE IT RESOLVED that The Corporation of the Township of Greater Madawaska enacts as follows:

1. That the CAO and Roads Manager jointly are authorized to enter into an agreement upon the issuance of a Road Cut Permit on behalf of the Township and in the form attached hereto as Schedule A;
2. That this By-Law shall take effect upon the third and final reading thereof.
3. BE IT FURTHER ENACTED, that all By-Laws or parts thereof, and all or any resolutions of Council contrary thereto, or insistent herewith, be and the same are hereby repealed.

READ A FIRST AND SECOND TIME THIS 24th DAY OF MAY, 2012.

READ A THIRD TIME AND FINALLY PASSED THIS 24th DAY OF MAY, 2012.

Peter R. Emon,
Mayor

Mark Urbanski,
CAO/Clerk

Corporate Seal of the Municipality

**THE CORPORATION OF THE
TOWNSHIP OF GREATER MADAWASKA**

ROAD CUT PERMIT

PERMIT NO.: _____

FEE: As per current Council Fees and Charges By-law

**THE TOWNSHIP OF GREATER MADAWASKA HEREBY GRANTS A ROAD CUT
PERMIT TO:**

Name of the Applicant _____

Civic Address _____

Road Cut location: _____

Street and nearest municipal address: _____

Cut date: _____ Completion Date _____

THIS PERMIT IS granted strictly upon the following terms and conditions acknowledged and agreed by the Applicant:

1. The road cut shall be made strictly in accordance with the sketch attached hereto as to location and specification.
2. The specification shall meet and be subject to the Township's requirements at all material times.
3. The Applicant and/or contractor shall provide, as attached, an insurance binder with third party liability of not less than _____ dollars, the binder to be issued by a reputable insurance company to the satisfaction of the Township. (as applicable)
4. The Applicant shall provide herewith an irrevocable letter of credit issued by a chartered bank of Canada in a form and to the satisfaction of the Township equal to 125% of the estimated cost of the work. The Applicant will warrant the work for a period of one year from the completion date and the work must meet with Township requirements and specifications as provided.
5. The Township is authorized by the Applicant to apply any of the security at any time before approval of the work by the Township to remedy any default or breach of this agreement by the Applicant.
6. The Applicant must maintain one lane of traffic at all times, or as per the Public Works Manager written instructions.
7. The Applicant shall be responsible for all utility permits and co-ordination of.
8. The Applicant shall strictly comply with all relevant legislation including Building Code Act, Occupational Health and Safety Act and Workplace Safety Insurance Act.
9. The Applicant shall assume any and all liability for any damage or injury sustained by the Township or any third party as a result of the work and shall save the Township harmless therefrom and fully indemnify the Township. The Township takes no responsibility for the utility / work undertaken by the applicant or the applicants agents.
10. Any other requirement as determined by the Township Roads Manager and CAO.

Date of signature: _____

Applicants' Signature: _____

TOWNSHIP OF GREATER MADAWASKA

Approved by : _____
Roads Manager

Approved by : _____
CAO/Clerk