

**CITY OF RICHMOND HILL**  
**RIGHT OF WAY ENCROACHMENT PERMIT APPLICATION**

Applicant/Owner's Authorized Agent: \_\_\_\_\_

Address:

Email: \_\_\_\_\_

24-Hour Contact-Name: \_\_\_\_\_ 24-Hour Contact-Phone: \_\_\_\_\_

Project Name & Location:

Description of Encroachment Activity:

Attachments/Exhibits:

	TRAFFIC CONTROL PLAN (MUTCD
	PLANS SHOWING EXTENT OF ACTIVITY
	OTHERS: _____
	OTHERS: _____

Any special conditions:

Check all that apply:

	Water Main		Gravity Sewer Main		Sewer Force Main
	CAT		Gas		Electric
	Fiber		Telephone		Other:

Estimated Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

ON APPROVAL OF PERMIT APPLICATION, THE APPLICANT AGREES TO CONFORM TO ALL REQUIREMENTS OF THE CITY OF RICHMOND HILL LISTED BELOW.

OWNER/AUTHORIZED AGENT	CITY OFFICIAL/AUTHORIZED REPRESENTATIVE
PRINT NAME:	PRINT NAME:
DATE SIGNED: _____	DATE SIGNED: _____
PERMIT NUBER: _____	FEE: \$150.00 _____

**CITY OF RICHMOND HILL**  
**RIGHT OF WAY ENCROACHMENT PERMIT APPLICATION**

The Encroachment Request submitted by \_\_\_\_\_  
on behalf of \_\_\_\_\_, for the above-referenced  
project to encroach into the City's right of way is approved based on the following conditions:

1. The improvements constructed within the right of way shall remain the property of the Applicant, and the Applicant takes full responsibility, including maintenance and/or repair of the improvements, that there shall be no cost to the City for the cost, installation, operation, maintenance, and/or removal of said improvement.
2. In regards to construction performed in the right of way, any traffic control signage is to be provided by the Applicant. The City is to be notified prior to work to be performed in the right of way including grading, pavement installation, water/sewer connections to existing mains and drainage improvements. If installation of new water/sewer connections requires interruption of existing City services, the Applicant is to notify the City a minimum of 24 hours prior to the interruption.
3. Prior to backfilling any water/sewer connections to existing City utilities, the applicant is to notify City Engineering for an inspection. Any backfill performed prior to a City inspection may cause the Applicant to uncover the connections to allow the inspections to occur.
4. The Applicant understands and agrees that the improvement encroached upon the City's right of way and that the improvement may remain as long as they shall stand in good condition. If the improvement is in need of inspection, and/or repair, the Applicant expressly allows the City to enter the premises to inspect the improvement.
5. If the Applicant, successors and/or assigns desires to remove the improvements, the Applicant shall, at the option of the City and at no expense to the City, restore the right of way by filling in any holes or other damage by the removal of the same to a condition acceptable to the City, and in accordance with City specifications.
6. The City may enter and utilize the referenced areas at any time for the purpose of installing or maintaining improvements necessary for the health, welfare and safety of the public or for any other public purpose. It is further understood and agreed upon that the City may at any time determine in its sole discretion to use or cause or permit the right of way to be used for any public purpose, including, but not limited to underground, surface or overhead communication, drainage, sanitary sewage, transmission of natural gas or electricity, or any other public purpose whether presently contemplated or not.
7. Applicant understands and agrees that the granting of any encroachment grants no ownership rights to the property.
8. Applicant agrees to comply fully with all applicable federal, state and local laws, statutes, ordinances, codes or regulations with the construction, operation and maintenance of said improvement, encroachment and use.
9. Applicant agrees to indemnify, and does hereby indemnify, hold harmless, and defend the City its officers, agents, servants, and employees from and against any claims or suits for property damage or loss and/or personal injury, including death, to any and all persons arising out of or in connection with directly or indirectly, the construction, maintenance, and existence or location of said improvement.