

# PARK ACCESS PERMIT

Permit application to access and/or undertake work on Park Property in accordance with Park By-law 2014-077. Approved Park Access Permit must be present and posted at the work site.

Road Occupancy Permit Received

Insurance Certificate Received

**Contact Information**

Resident/Company/Corporation \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_

Email address \_\_\_\_\_

In this Permit 'Contractor' means the agent or subcontractor. If contractor is different than applicant.

**Contractor**

Name \_\_\_\_\_

Onsite contact \_\_\_\_\_ Position \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_

Email address \_\_\_\_\_

**Fee**

Application Fee \$96.90  
 (non-refundable)

Securities amount (if required) \$ \_\_\_\_\_  
 (refundable pending restoration completed to City standards)

**Work Area**

Park/Greenspace Access/Entrance \_\_\_\_\_

Park Keys Issued

AEU

ABUS

\$25.00 deposit fee collected Y/N

**Details of Work**

Reason for access \_\_\_\_\_

Date of Work \_\_\_\_\_ Duration of work \_\_\_\_\_

Work plan \_\_\_\_\_

\_\_\_\_\_  
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**Conditions of Approval:**

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Signature of Applicant \_\_\_\_\_

Date \_\_\_\_\_

Signature of Contractor \_\_\_\_\_

Date \_\_\_\_\_

Approval \_\_\_\_\_

Date \_\_\_\_\_

Pre-inspection by \_\_\_\_\_

Date \_\_\_\_\_

Final inspection by \_\_\_\_\_

Date \_\_\_\_\_

This permit is not valid without the appropriate approval signature. This permit is conditional upon the Applicant and/or Contractor signing and agreeing to the conditions listed on this permit. The City of Waterloo confirms that electronic signature of this document is acceptable provided that the individual(s) signing for the Applicant and/or Contractor are specifically authorized.

## Park Access Permit Terms and Conditions

1. The Applicant and/or the Contractor should submit a copy of this Permit to their insurance companies to ensure that proper certificates of insurance are produced.
2. The Applicant and/or the Contractor shall at a minimum purchase and maintain third party liability insurance in the amount of \$2,000,000 acceptable to the City of Waterloo throughout the term of this Agreement. Unless otherwise specified, for the Applicant the terms of the insurance shall be from the date of the commencement of the Work until the date of completion of the Warranty Period. Unless otherwise specified, for the Contractor the terms of the insurance shall be from the date of the commencement of the Work until the date of completion of all related activities in the park. Such coverage shall protect the City against all claims for all damages or injury including death to any person or persons and for damage to any park property of the City or any other public or private property resulting from or arising out of any act or omission on the part of the Applicant or the Contractor or any of their servants or agents. Coverage shall consist of a comprehensive policy of public liability and property damage insurance for the Work in the amount identified on Page 1 per occurrence. Such insurance shall name the City as an additional insured thereunder. Such insurance shall be extended to include the following endorsements: Blanket Contractual Liability and Cross Liability with Severability of Interests Clause. Such insurance shall state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail to the City.
3. If applicable, the Applicant and the Contractor shall each at a minimum purchase and maintain automobile third party liability insurance in the amount of \$2,000,000 acceptable to the City throughout the term of the Agreement covering all owned, leased and non-owned automobiles used in connection with the activities governed by this Permit.
4. This insurance coverage shall be primary insurance to the insurance carried by the City. Any insurance or self-insurance maintained by the City shall be excess of this insurance and shall not contribute with it.
5. The City reserves the right to modify the insurance requirements as deemed suitable.
6. The Applicant accepts all Park Property being accessed under this Permit in "as is" condition and the City is not obligated to undertake any action or remediation on Park Property to accommodate or as a result of the Applicant's work. The Applicant and the Contractor acknowledge that certain risks which may include, but are not limited to, ground water and soil contamination exist when entering onto or beneath the park property pursuant to this Park Access Permit and as such the Applicant and the Contractor agree to release and forever discharge The City of Waterloo, its elected officials, officers, employees, agents, contractors, successors and assigns ("the Releasees") from any and all claims that the Applicant or the Contractor may have or may have in the future against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense or injury the Applicant or the Contractor may suffer as a result of this Park Access Permit and entrance upon or beneath the Park Property, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the *Occupiers' Liability Act*, R.S.O. 1990, c. O.2, as amended, on the part of the Releasees.
7. The Applicant, the Contractor, their heirs, executors, administrators and assigns will indemnify and save harmless the City from any and all claims, demands, suits, actions and judgments made, brought or recovered against the City and from all loss, costs, damages, charges or expenses that may be incurred, sustained or paid by the City by reason of the granting of the Park Access Permit, including any loss resulting from any violation under the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, together with defence costs, fines and penalties. The Contractor shall be considered the "constructor" for the purposes of the *Occupational Health and Safety Act*. The indemnity provisions of this Agreement shall survive the termination of the Agreement.
8. The Applicant and/or the Contractor have read and understood the Parks By-law 2014-077, which is available on the City's website at [www.waterloo.ca](http://www.waterloo.ca).
9. The Applicant and/or the Contractor shall follow the general responsibilities as outlined below:
  - a) Allow the Director of Environment & Park Services or his or her designate, Municipal Law Enforcement Officer or a Police Officer to inspect any completed work or work being done on the work site;
  - b) Comply with all relevant City by-laws, including any applicable provincial and federal legislation and regulations;
  - c) Comply with all requirements of Ontario Book 7 (Temporary Conditions) with respect to traffic control;
  - d) Inform themselves as to the existence and location of all underground and above ground infrastructure;
  - e) Maintain safe and convenient passage for all park users through or around the work site;
  - f) Not place or store any material or equipment on park property where it creates a real or potential hazard for park users;
  - g) Ensure that all materials or equipment required to perform the work are properly stored and secured at the work site;
  - h) No material or equipment permitted to be stored on the Park Property overnight unless otherwise agreed upon;
  - i) Not allow material to obstruct the free passage of water through any drain, gutter, ditch or watercourse;
  - j) Not interfere with or damage any existing infrastructure;
  - k) Not interfere with any work conducted by City Staff or a contractor hired on behalf of the City; and
  - l) Comply with any direction given by the Director or his or her designate.
10. The Applicant and/or the Contractor shall restore the work site to the following minimum standards:
  - a) Leave the work site in a safe, neat and clean condition;
  - b) Bring all excavations, cuts or trenches to grade;
  - c) Maintain all sidewalk and trail cuts/removals until final restorations can be made;
  - d) Restore all turf with topsoil and seed mix approved by City Staff to the satisfaction of the Director or his or her designate within seven (7) days and maintain;
  - e) Replace all vegetation with plant material approved by City Staff to the satisfaction of the Director or his or her designate within seven (7) days and maintain
  - f) Restore all infrastructure, in, on, over, under, across or along the Park Property, and;
  - g) A warranty period of 2 years (from date of inspection) shall be given for all restoration work not performed by the City of Waterloo.

### COLLECTION NOTICE

Personal information requested on this form is collected under the authority of the *Municipal Act, 2001*, S.O. 2001, c. 25, and will be used to issue a Park Access Permit. Questions regarding this collection should be directed to Environment & Park Services, Waterloo Service Centre, 265 Lexington Court, Waterloo, Ontario N2J 4A8. **Phone 519-886-2310. Fax 519-886-5788**