


PARK ACCESS PERMIT APPLICATION

1 APPLICANT INFORMATION

Park Name:	
Project Location/Street Address:	
Applicant Name:	Phone:
Applicant Type: <input checked="" type="checkbox"/> Property Owner <input type="checkbox"/> Contractor	Email:
Applicant Address: <input checked="" type="checkbox"/> Same as Project Location	

2 ACCESS INFORMATION

Project Type: <input checked="" type="checkbox"/> Pool <input type="checkbox"/> Landscaping <input type="checkbox"/> Building Renovation <input type="checkbox"/> Other: _____	
Proposed Start Date:	
Proposed End Date:	
List of proposed equipment accessing Town land:	Specifications/Quantity/Weight:
.....
.....
List of proposed material storage on Town land:	Specifications/Quantity/Weight:
.....
.....
Include any additional details regarding your project that will assist in the review and clarity of your application:	
 Provide a sketch or map detailing the access route, entry point, work area, and any applicable storage areas. Your map should include any required tree hoarding, ground protections, and sediment control.	

Personal information on this form is collected under the authority of the Municipal Act, R.S.O. 1990, c. M.46 (as amended), and will be used by Parks and Open Space staff to determine the number of applications received, approved, as well as the parks involved. Questions about this collection should be referred to the Parks and Open Space Department, Town of Oakville, 1225 Trafalgar Road, Oakville, Ontario, L6H 0H3. Phone 905-845-6601.

3 PERMIT FEE & SECURITY DEPOSIT

The current Parks Access Permit fee is payable as published at oakville.ca.

Additionally, a refundable security deposit will be required before any work utilizing Town parkland may commence. **The actual amount for your project will be determined by Parks staff after a site visit.**

Upon completion of reinstatement, the applicant must request a final inspection from the Parks and Open Space Department. The inspection will result in an approval of the reinstatement, or a report of deficiencies to the permit holder. Reimbursement of securities will be issued after passing inspections from Parks and Open Space, Transportation and Engineering, and/or any other Town interests who have been involved with the project. Failure to complete the restorations by the expiry date, or to obtain extension approval will result in Town resources being used to reinstate the area. Labour, equipment, materials, and administration costs may be deducted from the security and/or additionally charged to the permit holder.

Security Deposit submitted by: ☒ Applicant (Same as Section 1)
☐ Other (Complete Below)

Name:	Relationship to Applicant:
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Address:	
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Phone:	Email:
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Once your application has been approved to proceed, the Permit Fee and Security Deposit can be paid by Certified Cheque or Bank Draft made payable and delivered to the Town of Oakville, at 1225 Trafalgar Rd., Oakville ON, L6H 0H3, or by Interac E-Transfer sent to **parkspayments@oakville.ca**. After we have received your payment, your Permit will be issued and work may commence.

4 ACKNOWLEDGEMENT & SIGNATURE

I have read and understood the Permit Terms and Conditions on Page 3, and refundable security deposit conditions attached herein. Please type your name. Please do not digitally sign.

Signature:	Date:
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OFFICE USE ONLY

Site Pre-Inspection By:	Site Pre-Inspection Date:
Permit Fee Received:	Security Deposit Received:
Permit Approver:	Permit Approver Signature:
Permit Approval Date:	Permit Expiry Date:
Final Site Inspection By:	Final Site Inspection Date:
Security Deposit Returned \$	Security Deposit Returned Date:

PARK AND OPEN SPACE DEPARTMENT

PARK ACCESS PERMIT TERMS AND CONDITIONS

1. Licenses & Contractors: The Town of Oakville (the "Town") requires that contractors working on or crossing Town property have a valid business license, requiring proof of insurance/security clearances. The applicant will be responsible for any offences or damages caused by contractors working with or under the applicant and for any reinstatement needed.

2. Work Commencement & Duration: Work is not to commence on Town land until an approved Park Access Permit is issued and the applicant has provided 3 business days advanced notice of their intention to access the parkland. A detailed schedule of works may be requested. This permit term shall run from the approved start date to the expiry date, unless suspended, terminated or extended by the Town (the "Term"). Permits are renewable annually by paying the current permit fee on or before the anniversary of permit issue.

3. Reinstatement: The applicant shall only be titled to access that portion of the park shown on the attached sketch (the "Lands") and agrees to reinstate the Lands and amenities to a similar or better condition than existed prior to the commencement of the Term. Reinstatement must be completed prior to the end of the Term, unless the Town agrees otherwise. All disturbed greenspace, including open parkland, boulevards, trail heads/edges shall be reinstated using sod. Sod shall be watered to a depth of 2.5 cm, twice weekly, for a minimum of three weeks after installation.

4. Town Site Inspections: Inspection of the Lands is necessary to determine compliance with this permit and the applicant authorizes and consents to such inspection. Upon completion of reinstatement work, it is the responsibility of the applicant to notify the Town to arrange a final inspection.

5. Legal Observance: The applicant shall at all times in connection with its use of the Lands comply with all laws, directions, rules and regulations of all governmental authorities having jurisdiction. This is including but not limited to Halton Region and Town By-Laws and policies/regulations.

6. Indemnity: The applicant shall indemnify and hold harmless the Town from any losses, claims, damages or costs incurred as a result of the use of the Lands by the applicant, including without limiting the generality of the foregoing, claims for environmental damage or cleanup on the Lands or adjacent lands that is directly or indirectly, in whole or in part, attributable to the use of the Lands by the applicant. The applicant shall use

the Lands and bring its property onto the Lands at its sole risk, and the Town shall not be liable for any loss, injury or damage caused to persons using the Lands or to any property brought onto the Lands.

7. Liability Insurance: The applicant shall maintain an insurance policy, including comprehensive general liability and property damage insurance coverage, in an amount not less than five million dollars (\$5,000,000) per occurrence, which insurance shall name the Town as an additional insured. A higher coverage amount may be requested by the Town based on project scope and site. The applicant shall provide evidence reasonably satisfactory to the Town that such insurance coverage is in force, and the policy shall require notification to the Town in advance of any material adverse change or cancellation of such policy.

8. Permit Suspension/Termination: The Town reserves the right to suspend or terminate the permit at any time for any reason and shall not be liable for any loss of whatsoever sort sustained by the applicant due directly or indirectly, in whole or in part to such termination or suspension. Notwithstanding an early termination or suspension of the permit, the applicant shall remain fully responsible for reinstatement of the Lands.

9. Damages: Any unforeseen damages to Town parkland or Town assets must be reported directly to the Town within 24 hours of discovery. The applicant is wholly responsible for any damage to park property/assets arising from this permit and shall forthwith reinstate and rectify the deficiencies. If the applicant fails to reinstate the Lands within the timeline detailed by the Town, the Town may reinstate the Lands and the applicant shall reimburse the Town the total cost of repairs and supervision incurred to reinstate the park to its original condition. This amount may be over and above the retained security. Damages that pose a potential risk or harm to the public must be reported immediately and mitigated on-site.

10. Utility Locates: At the permit holder's expense, public and private utility locates must be completed prior to any ground disturbances. Direct written approval is required when working in the vicinity of a pipeline or on HydroOne lands. The applicant shall submit a utility locate with OntarioOneCall or contact TransCanada, Enbridge, or Trans-Northern directly obtain clearances.

11. Water/Liquid Waste Barrels and Containers: must be removed from maintained parkland and adjacent road easements within 24 hours. Daily storage rates of \$50 per 50gal/189l barrel or \$200 per 265gal/1000l tote applies and will be deducted from security deposits.