



Personal information, as defined by the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), including (but not limited to) your name, contact information, and any comments, is collected and will be used in accordance with MFIPPA and all other relevant privacy laws. All information received will be used by City staff in the provision of services. Questions regarding the collection, use, and disclosure of your personal information should be directed to Supervisor, Corridor Control, 216 Ontario Street, Kingston ON K7L 2Z3, contactus@cityofkingston.ca or 613-546- 4291.

Right-of-Way Affected:

Full Road Closure

Lane (Closure or Shift(s))

Sidewalk(s) Closure

Boulevard/Shoulder/Ditch

(Check all that would be applicable to the activity)

Applicant Information:

Company Name:

E-mail:

Contact Name:

Phone Number:

Address:

Province:

City:

Postal Code:

Purpose of Closure:

Special Conditions/Parties Assisting in Traffic Control/Setup (if applicable):

Streets Affected:

Street Name	From Nearest Intersection	To Nearest Intersection

Start Date: Finish Date:

Start Time: End Time:

Considerations:

1. Metered parking spaces are subject to additional daily rental fees – Please contact Parking Services at parkingadmin@cityofkingston.ca
2. All Temporary Right-of-Way Occupancy applications must be submitted to Transportation Services a minimum of four weeks prior to the event. Failure to do so may prohibit the right-of-Way Occupancy.

Fees: as per the current [City of Kingston Fees and Charges By-law](#)

By signing this Application Form, the Organization/Applicant agrees that they have familiarized themselves with the Temporary Right-of-Way Occupancy Requirements attached as Schedule “A” and shall adhere to any, and all conditions, including Event specific conditions, as stated in the applicable Occupancy Permit.

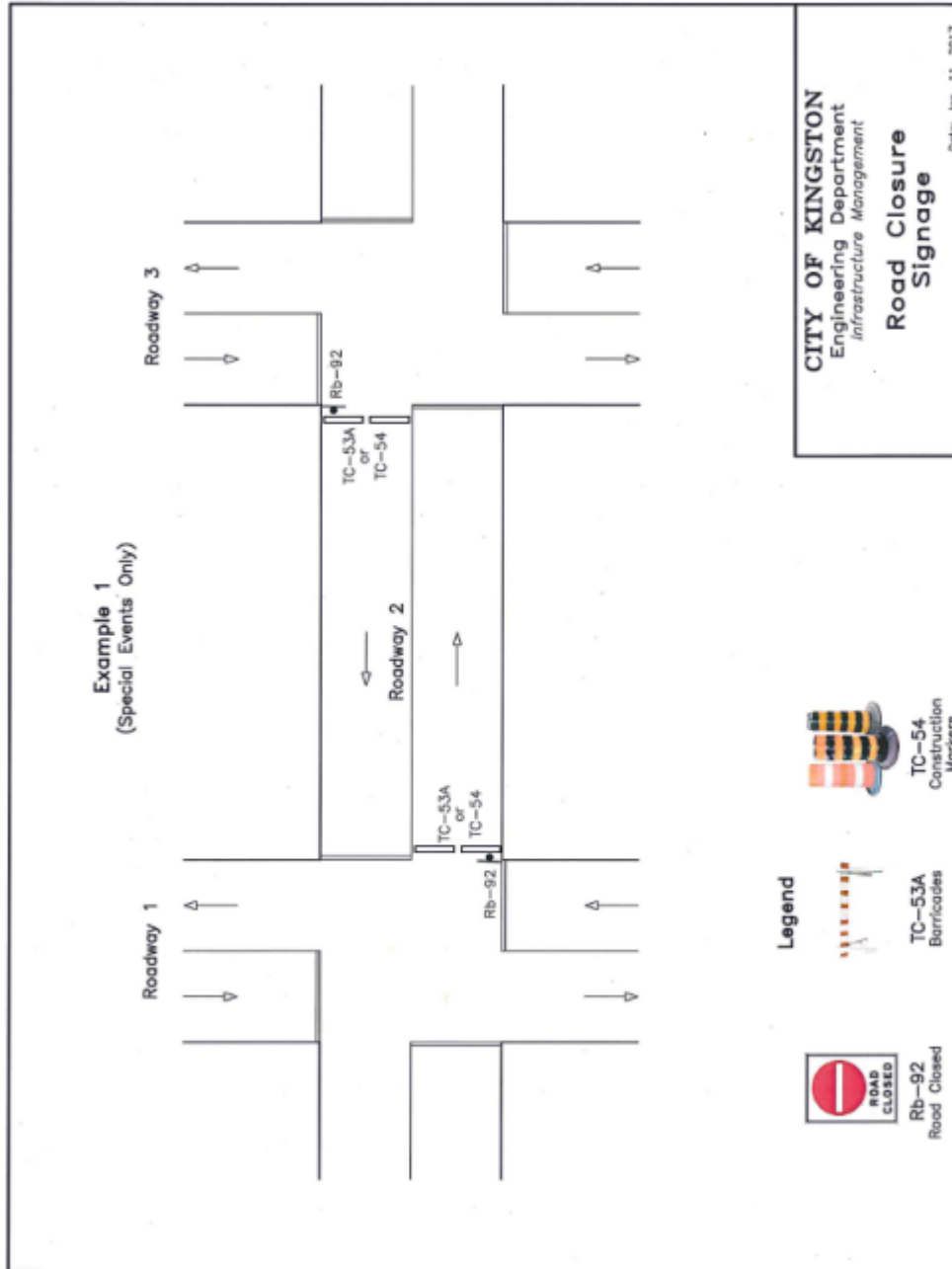
Organization/Applicant’s Signature:

Please submit the completed Application Form and all supporting documents to transportation@cityofkingston.ca

Right-of-Way Occupancy Applicant Checklist

- Insurance Certificate (\$5,000,000 Liability – Naming City of Kingston Additional Insured)
- Traffic Control Plan – Closure Sketch- Closure

Closure Example



SCHEDULE "A"

1. The Organization/Applicant agrees to take out sufficient Public Liability Property Damage Insurance in the amount of \$5,000,000.00 to cover all risks. The policy shall be in a form and in an amount satisfactory to the City of Kingston and shall be kept in full force during the period of the proposed right-of-way occupancy. The City of Kingston shall be named as a party insured on the policy and the applicant shall provide the City of Kingston with proof of insurance.
2. For special event road closures, signs must be installed at the point of closure. See Closure Example for a typical set-up for special events.
3. The Organization shall use the right-of-way for the sole purpose of the Event, and for no other purpose.
4. The Organization accepts the right-of-way in an "as is" condition and acknowledges that the City has no responsibility to make any repairs, alterations or improvements to the right-of-way.
5. The Organization will not conduct the Event on any City owned lands outside the right-of-way and shall not encumber any sidewalks, including, without limitation, by placement of sandwich board signs, planters, chairs or similar objects, without the prior written consent of the City.
6. The Organization shall protect, indemnify, and save harmless the City, its servants, and agents in respect of all claims for damage, loss (including loss of life) or injury, whether caused by the negligence of the City, its servants and agents or otherwise, arising out of a default of any of the Organization's obligations under this Authorization, or from any occurrence in or relating to the right-of-way, or from the occupancy or use by the Organization of all or any part of the right-of-way, or occasioned wholly or in part by an act or omission of the Organization or those for whom the Organization is legally responsible.
7. Failure to maintain valid insurance, in accordance with the City of Kingston's current requirements, will void this Authorization immediately.
8. All property kept in, on or at the right-of-way will be so kept at the sole risk of the Organization. The Organization releases the City from every claim which the Organization might have or acquire in connection with its use and occupation of the right-of-way, including, without limitation, any claims arising from personal injury or damage, loss or theft of property, regardless of how it arises or is caused.
9. The Organization shall not alter the right-of-way in any way without the City's prior written consent.
10. The Organization shall promptly pay for all damages to City property caused or contributed to by the Event, the Organization, its agents, employees, volunteers or invitees.
11. During the Event, the Organization shall keep the right-of-way in a clean and tidy state, free of debris and refuse.
12. It is the responsibility of the Organization to supply and place applicable traffic control devices (i.e., barricades, barrels, signage etc.) for the Right-of-Way Closure, and to engage, as required, the services of a company specializing in traffic control setup and

removal for the layout, setup and the delineation of all planned traffic control requirements.

13. The Organization shall not stake, spike or dig into any asphalt or concrete surfaces on the right-of-way.
14. Approved canopies or tents must be properly weighted at all times with concrete blocks, rubber tent weights, sandbags or water barrels.
15. The location of any portable toilets is subject to the City's prior written approval.
16. The Organization shall comply with all applicable laws, regulations, and municipal by-laws with respect to the right-of-way and the Event, together with all rules and regulations established by the City from time to time.
17. The Organization shall acquire all necessary licences or approvals required for the Event and provide copies of such licences and approvals to the City, as applicable.
18. If the closure has any impacts on area properties, businesses, or residents, the Organization shall notify the impacted parties no less than five (5) days prior to the start of the Event to make appropriate arrangements for access and/or alternative parking arrangements for the affected properties, businesses, or residents. The Organization shall provide copies of such notices to the City upon request.
19. Except as otherwise agreed by the City in writing, unrestricted access must be maintained at all times to all sidewalks, fire hydrants and building fire connections (siamese), parking facilities, gas assets or gas meters, light standards, signals, utility values, chambers and pedestals, maintenance-holes, street furniture, etc.
20. The Organization shall not permit any alcohol to be sold, delivered, provided or consumed within the limits of any City owned lands and/or the right-of-way. The Organization shall, at all times, comply with any applicable liquor licence provisions.
21. At the conclusion of the Event, the Organization shall promptly remove all property, equipment and traffic control devices from the right-of-way.
22. The Organization shall ensure that the Event will provide accessibility measures in accordance with the *Accessibility for Ontarians with Disabilities Act*, including but not limited to, the introduction of accessible ramps.
23. The Organization shall, as required by the Event activities, introduce the applicable First Aid/Safety Plans and Emergency Vehicle Access provisions.
24. The City may terminate this Authorization immediately for any breach of these terms and conditions.
25. This Authorization is personal to the Organization and is expressly subject to the condition that it not be transferred or assigned.



CERTIFICATE OF INSURANCE
The Corporation of the City of Kingston

This is to certify that the insured named below is insured as described below.

PROJECT/CONTRACT/LEASE/AGREEMENT/PERMIT/TENDER to which this certificate applies - **MUST BE SPECIFIED**

NOTE: ORIGINAL CERTIFICATES SIGNED BY YOUR INSURER OR INSURANCE BROKER ONLY WILL BE ACCEPTED

Name of Insured	Telephone Number ()- -	
Street Name (of Insured)	City	Postal Code

Type of Insurance	Insurer's Name	Policy Number	Effective Date			Expiry Date			Limits of Liability
			YR	MO	DAY	YR	MO	DAY	
Commercial general liability									
<input type="checkbox"/> umbrella									
<input type="checkbox"/> excess									
<input type="checkbox"/> other:									
Motor vehicle liability									
Motor Vehicle Liability – as per list of vehicles on file with insurer									

Commercial General Liability – Occurrence Basis, Including Personal Injury, Property Damage Broad Form Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products – Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

Tenants Legal Liability No **OR** Yes... (limit)

Liquor Liability No **OR** Yes

AMOUNT OF DEDUCTIBLE (property damage and/or bodily injury) \$

THE CORPORATION OF THE CITY OF KINGSTON, Kingston-Frontenac Library Board, the Kingston Police Services Board, Kingston Hydro Corporation., 1425445 Ontario Ltd. (Utilities Kingston) and 1425447 Ontario Ltd. have been added as **ADDITIONAL INSURED (not as additional named insured)**, but only with respect to their interest in the operations of the Named Insured and in respect to commercial general liability and umbrella/excess.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

If cancelled or changed in any manner that would affect the City of Kingston as outlined in coverage specified herein for any reason so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

The Corporation of the City of Kingston
Attn: Marjorie Robinson
216 Ontario Street
Kingston, ON K7L 2Z3 FAX: (613) 546-6156

Date	YR.	MO.	DAY	Name of Insurance Company or Broker (completing form)					
Street Name (Insurer or Insurance Broker)				City			Postal Code		
Name of Authorized Representative or Official (please print)				Telephone Number ()- -			Fax Number ()- -		

Signature of Authorized Representative or Official
