THIS LICENCE AGREEMENT MADE \_\_\_\_\_

**BETWEEN**:

### THE CITY OF EDMONTON

(the "City")

- and -

## NAME OF LICENCEE (REMOVE THIS SPACE IF ONLY ONE LINE NEEDED) (the "Licensee")

#### WHEREAS:

A. The Municipal Rights-of-Way within the city of Edmonton are owned by, or are under the direction, control and management of the City.

B. The Licensee has requested that the City grant a licence of occupation to temporarily operate a sidewalk café within the Municipal Rights-of-Way.

C. Pursuant to Bylaw 5590 – Traffic Bylaw (the "Traffic Bylaw"), the Licensee is required to obtain a permit from the City to use the Municipal Rights-of-Way.

D. The City has agreed to grant the said permit via this Agreement to the Licensee on certain terms and conditions.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT**, in consideration of the sum of One Dollar (\$1.00) paid by the Licensee to the City in accordance with this Agreement, and of other good and valuable consideration, the parties agree as follows:

#### 1.00 DEFINITIONS

1.01 This Agreement generally adopts the definitions used in the Traffic Bylaw. To the extent that any term specifically defined in this Agreement is inconsistent with the definitions used in Traffic Bylaw, the specific definition in this Agreement shall govern.

1.02 For the purposes of construing this Agreement, its recitals, its annexed schedules, and any other document or undertaking delivered in accordance with or in

furtherance of the purposes of this Agreement, unless there is something in the subject matter or content inconsistent therewith, the following definitions shall apply:

- (a) **"Agreement**" and the words **"herein**", **"hereto**", **"hereunder**", and similar expressions mean or refer to this Agreement, the attached schedules, and all amendments hereto.
- (b) **"Emergency"** means an unforeseen situation where immediate action must be taken to preserve the environment, public health, safety, or an essential service of the City;
- (c) **"Hazardous Substance"** means any harmful substance including, without limitation, electromagnetic or other radiation, contaminants, pollutants, dangerous substances, dangerous goods and toxic substances, as defined, judicially interpreted or identified in any applicable law (including the common law);
- (d) "Municipal Rights-of-Way" or "MROW" means the highways, roads, streets, road allowances, lanes, boulevards, alleys, walkways, or other public spaces within the city of Edmonton and owned by or under the direction, control, and management of the City. The MROW shall specifically exclude land for which a Certificate of Title is registered in the Land Titles Office in the name of the City;
- (e) **"Street Furniture**" means poles, traffic control devices, waste receptacles, benches, bus enclosures, trees, utilities, planters, bicycle racks, newspaper box racks (U-bars), and any other similar property located within the MROW.

#### 2.0 GRANT OF ACCESS

2.01 The City hereby grants to the Licensee a non-exclusive licence to locate and maintain a sidewalk cafe on the MROW as described and shown marked in red on Schedule "A" (the "Licence Area") which is attached to and forms part of this Agreement for the duration of the Term of this Agreement.

2.02 All structures by the Licensee shall be temporary, such that all structures, including supports, can be removed within twenty-four (24) hours. No structure shall be placed in the Licence Area without the prior written approval of the City.

2.03 There shall be no excavation or alteration of any landscaping, curbs, boulevards, sidewalks, roads, streets or alleys by the Licensee without the prior written consent of the City EXCEPT that any railing can be bolted into a concrete sidewalk using the following specifications:

(a) a 9.52mm (3/8") stainless steel drop-in anchor with a minimum spacing of 95.25mm (3-<sup>3</sup>/<sub>4</sub>") and a minimum distance from any edge of the concrete of 114.30mm (4 <sup>1</sup>/<sub>2</sub>"); and

(b) a 9.52mm (3/8") stainless steel flat head socket cap must be inserted in the anchors when the railing is removed. The anchor must be countersunk so that the socket cap is flush with the sidewalk.

2.04 All costs and expenses of installation, placement, maintenance or repair of the sidewalk cafe, the Licence Area or any portion or structure therein or thereon shall be borne by the Licensee except as otherwise agreed to in writing by the City.

2.05 Any structure associated with the sidewalk café cannot be attached to any Street Furniture without the written consent of the City, which consent may not be unreasonably withheld.

2.06 The City, and all persons authorized by the City, shall have access to the Licence Area at all times and may perform any work or repairs which it deems necessary without any prior notice to the Licensee including, but not limited to, work and repair with respect to utilities, highways and sidewalks.

2.07 The Licensee shall not use any audio-visual equipment in the Licence Area unless the Licensee has submitted a noise mitigation plan to the City and the City has provided written approval of the audio-visual equipment and the noise mitigation plan.

2.08 No cooking or food/drink preparation may be conducted in the Licence Area. A fire extinguisher (minimum 2A-10BC) shall be available within 23m (75ft) of any part of the sidewalk cafe at all times.

2.09 The Licensee shall not alter any structures or installations in the Licence Area without prior written approval from the City.

2.10 The Licensee shall, at all times, locate and maintain a minimum 2.0 metre walking path on through the Licence Area. If the walking path requires any change of elevation (eg. sidewalk to roadway) then the Licensee must request additional ramping from the City. The Licensee shall not operate the sidewalk cafe until the appropriate ramping is in place, and the Licensee shall be solely responsible for maintaining the ramping for the duration of the Term and for alerting the City if such ramping becomes displaced or otherwise disturbed.

2.11 From **November 1, 2021, to April 30, 2022** (the "**Winter Season**"), the Licensee shall locate the minimum 2.0 metre walking path on the sidewalk. Notwithstanding any other provision in this agreement, the City reserves the right at any time to require the Licensee to locate the minimum 2.0 metre walking path to be on the sidewalk itself rather than the adjacent roadway, regardless of the date.

2.12 All traffic control devices for the Licence Area shall be provided and installed by the City. The Licensee shall not move, remove or otherwise disturb the traffic control devices without express written permission from the City.

2.13 The Licensee must contact the City, by phone or email, a minimum of one (1) time between **August 20, 2021, and September 20, 2021**, to verify whether the business intends to occupy the Licence Area for the Winter Season.

- a) If the Licensee informs the City that they intend to continue occupying the Licence Area in the Winter Season, then in addition to the walking path requirement set out in Article 2.11, the City may require the Licensee to undertake additional changes to the design and operations of the Licensee's sidewalk cafe, including, but not limited to, changes to the layout and type of traffic control devices.
- b) If the License informs the City that they do not intend to occupy the Licence Area in the Winter Season then, commencing November 1, 2021, the City may remove all existing traffic control devices from the Licence Area;
- c) If the Licensee fails to contact the City, the City will presume that the Licensee does not intend to occupy the Licence Area in the Winter Season, and the City will proceed in accordance with Article 2.13(b).

2.14 The Licensee shall not occupy the License Area between the dates of **November 1, 2021 and April 30, 2022**, until it has contacted the City in accordance with Article 2.13, or otherwise obtained the express written consent for Winter Season occupation from the City, and complied with all Winter Season requirements set out in this Agreement and any other requirements which have otherwise been communicated by the City to the Licensee.

#### 3.00 TERM

3.01 The Agreement shall commence on **START DATE** and shall terminate on **April 30, 2022** unless otherwise terminated in accordance with the terms of this Agreement.

#### 4.00 PERMITS

4.01 Prior to the installation of any structure in, on, under or across the Licence Area, and in addition to this Agreement, the Licensee shall provide to the City plans showing the location of the proposed structure in such detail as required by the City and shall obtain all necessary permits for such structure including, but not limited to, an On-Street Construction and Maintenance Permit ("OSCAM Permit").

4.02 This Agreement does not constitute a development permit, building permit and/or safety codes permit and does not derogate from the Licensee's responsibility to obtain all necessary permits for any work or installation in the License Area or on the Licensee's private land. See Schedule 'B' for a list of examples when a permit may need to be obtained. Note that the list provided in Schedule "B" is non-exhaustive and it is the Licensee's sole responsibility to obtain all necessary permits.

## 5.00 MAINTENANCE AND REPAIR

5.01 The Licensee shall, at all times, at its sole cost and expense, maintain the Licence Area, and all structures and equipment therein or thereon in a safe, clean and sanitary condition and in good and substantial repair, including any damage resulting from vandalism or theft. In particular, without limiting the generality of the foregoing, the Licensee shall:

a) Provide contact information for management of citizen inquiries;

b) Not stack or pile snow on private property or where it will affect sightlines entering and exiting the roadway;

c) Regularly clear snow from the Licence Area to maintain safe passage for residents

d) Keep the Licence Area and all structures and equipment therein or thereon clear of any projections creating a danger or potential danger to the public;

e) Keep the Licence Area and all structures and equipment therein or thereon clear of any ice, pooling water, debris, ruts, and falling snow/ice from rooftops/awnings.

Failure to comply with this provision shall be considered a fundamental breach of this Agreement.

5.02 If damage to the MROW occurs in connection with the Licensee's occupation or use of the MROW or the occupation or use of the MROW by its contractors, the Licensee shall repair the MROW to the satisfaction of the City. In the event that the Licensee fails to repair the MROW, the City may, at its option, repair the MROW at the cost and expense of the Licensee.

5.03 In addition to any other obligations pursuant to this Article 5.00, the Licensee shall maintain the Licence Area in accordance with the City of Edmonton's Community Standards Bylaw (C 14600).

#### 6.00 HAZARDOUS SUBSTANCES

6.01 Notwithstanding any other provision contained in this Agreement, it is expressly understood and agreed to by the Licensee that there are no agreements, conditions, warranties or representations relating to the MROW. The Licensee further agrees that

the City does not give any warranty as to the quality, condition or sufficiency of the MROW for any use or purpose, or as to the presence or absence of Hazardous Substances on or under the MROW and the MROW is used by the Licensee at its own risk with all faults and imperfections whatsoever and on a strictly "as is, where is" basis.

6.02 The Licensee must immediately report any escape, discharge, leak, spill or release of any Hazardous Substance or the presence of a Hazardous Substance that the Licensee may discharge, leak, spill, release or discover while carrying out work within the MROW to all of the following:

- (a) the City;
- (b) Edmonton Fire Rescue Services at 311, or 911 in an emergency;
- (c) Alberta Environment and Sustainable Resource Development; and
- (d) any other regulatory authority with jurisdiction.

#### 7.00 ENVIRONMENTAL LIABILITY

7.01 The City is not responsible, either directly or indirectly, for any damage to the natural environment or property, including any nuisance, trespass, negligence, or injury to any person, howsoever caused, arising from the presence, deposit, escape, discharge, leak, spill or release of any Hazardous Substance in connection with the Licensee's occupation or use of the MROW, unless such damage was caused directly or indirectly by the negligence or wilful misconduct of the City or those for which it is responsible in law.

7.02 The Licensee agrees to assume all environmental liabilities, claims, fines, penalties, obligations, costs or expenses whatsoever relating to its use of the MROW, including, without limitation, any liability for the clean-up, removal or remediation of any Hazardous Substance on or under the MROW that result from:

- (a) the occupation, operations or activities of the Licensee, its contractors, agents or employees or by any person with the express or implied consent of the Licensee within the MROW; or
- (b) any installation brought or placed within the MROW by the Licensee, its contractors, agents or employees or by any person with the express or implied consent of the Licensee;

unless such damage was caused directly or indirectly in whole or in part by the negligence or wilful misconduct on the part of the City or those for which it is responsible in law.

#### 8.00 EMERGENCY

8.01 In an Emergency or situation of necessity, or the activities of the Licensee on the MROW which constitutes a danger or potential danger of bodily injury or substantial damage to property, the Licensee shall use its best efforts to provide telephone notice to the City prior to commencing any emergency repair. If advance notice cannot be provided by the Licensee, the Licensee shall provide notice to the City as soon as reasonably possible thereafter. The Licensee shall forthwith take all steps or cause all steps to be taken, at its sole cost and expense, to handle the Emergency in as timely a manner as possible and shall restrict the use of the MROW by the City as minimally as possible in the circumstances.

8.02 Notwithstanding the provisions of Clause 8.01 herein, in the event of an Emergency, the City may take any measures deemed necessary to alleviate the Emergency as the City shall determine, and the Licensee shall reimburse the City for all expenses thereby incurred as a result of the operations of the Licensee, or the failure of the Licensee to comply with Clause 8.01 herein.

#### 9.00 INDEMNIFICATION

9.01 The City will not be responsible in any way for any injury to any person or any loss or damage to any property however caused, belonging to the Licensee or to employees, agents, invitees or licensees of the Licensee while such person or property is in or about the Licence Area. In no event shall the City be liable to the Licensee for any indirect or consequential damage howsoever and whensoever caused, including, without limiting the generality of the foregoing, whether or not they would otherwise be considered indirect or consequential loss.

9.02 The Licensee shall:

- (a) be liable to the City for, and
- (b) indemnify and save harmless the City, its servants, agents and employees from and against;

any and all losses, liabilities, claims, suits, actions, demands, expenses, damages and costs (and without limiting the generality of the foregoing, including solicitor and client costs) which may be brought or made against the City or which the City may pay or incur and which arise out of or in connection with:

- i. any of the rights, licences or privileges granted to the Licensee pursuant to this Agreement;
- ii. any breach, violation or non-performance of any covenant, condition or agreement in this Agreement to be fulfilled, kept, observed or performed by the Licensee;
- iii. any damage to any property or injury to a person or persons, including death resulting at any time therefrom, occasioned by the use of the Page 7 of 17

Licence Area by the Licensee, its servants, agents, employees licensees, or invitees;

iv. any damage to any property or injury to a person or persons, including death resulting at any time therefrom, arising from the escape, discharge or release of any gaseous, liquid, or solid hazardous substances including, but not limited to, petroleum products and byproducts, industrial wastes, contaminants, pollutants, dangerous substances, and toxic substances, as defined in or pursuant to any law, ordinance, rule, regulation, bylaw or code, whether federal, provincial or municipal, occasioned by the use of the Licence Area by the Licensee, its servants, agents, employees or licensees;

excepting such losses, liabilities, claims, suits, actions, demands, expenses, damages and costs arising from the sole negligence of the City, its servants, agents or employees.

9.03 This Article 9.00 Indemnification shall survive the termination of this Agreement.

#### 10.00 INSURANCE

10.01 Throughout the Term of this Agreement, the Licensee shall maintain in full force and effect the following insurance coverage:

- (a) General Liability insurance in an amount not less than Two Million (\$2,000,000.00) Dollars per occurrence for personal injury and/or property damage. This policy shall be endorsed to provide coverage for Contractual Liability (including this Agreement) Products and Completed Operations, Tenant Legal Liability and Host Liquor Liability. The City shall be added as an Additional Insured. The amount of insurance shall not limit the Licensee's obligations under this Agreement; and
- (b) The City of Edmonton is to be the Certificate Holder, The City of Edmonton is to be added as an Additional Insured and Notice of Cancellation is to be 30 days
- (c) Property insurance for the full value of the Licensee's stock, equipment and improvements as applicable.

10.02 The aforementioned insurance coverage shall be endorsed to provide the City with thirty (30) days prior written notice of cancellation or material change, and shall be in a form acceptable to the City's Director, Insurance & Claims Management or his/her designate. Evidence of such policies shall be submitted to the City on the Certificate of Insurance form provided to the Licensee and will be duly completed by the Licensee's broker and/or insurer. The Licensee's broker shall promptly supply certified copies of such endorsements if requested by the City's Director, Insurance & Claims Management or his/her designate.

10.03 As an alternative to submitting the Certificate of Insurance, the Licensee or the Licensee's broker may provide full certified copies of the policies and such policies will be properly endorsed and acceptable to the City's Director, Insurance & Claims Management or his/her designate. Evidence of renewal of coverage, subject to the provisions hereunder, shall be provided to the City prior to expiry.

10.04 Upon request by the City, the Licensee shall provide additional insurance if this is deemed necessary due to changing conditions.

10.05 The Licensee hereby acknowledges that breach of any requirement under this Article 10.00 Insurance, will be considered a fundamental breach of this Agreement, and the City may exercise any and all remedies available in the event of default by the Licensee.

10.06 The Licensee shall be responsible for the payment of all deductibles and uninsured losses. The types and amounts of insurance shall not limit the Licensee's obligations under this Agreement.

#### 11.00 TERMINATION

11.01 Either party shall have the right to terminate this Agreement at any time and for any reason by giving **fourteen (14) days** written notice to the other party, and the City will not be liable to the Licensee for any damage or loss as a consequence of such termination.

11.02 Upon termination of this Agreement for any reason:

- (a) the Licensee shall remove all decks, canopies, partitions, railings, planters, tables, chairs and any other structures or equipment whatsoever (the "Improvements") from the Licence Area and shall restore, at its sole cost and expense, the Licence Area to the same condition in which it existed prior to the placement of the Sidewalk Cafe on the Licence Area. In the event that the Licensee fails to remove the Improvements, the City may at its option, cause the same to be done and recover the cost from the Licensee; and
- (b) the Licensee agrees that the insurance policy referred to in Article 10 Insurance shall remain in full force and effect until the Improvements are removed and the MROW is restored to the satisfaction of the City.

11.03 In the event that the Licensee fails to fulfill any of its obligations under Article 5.01, 2.09-2.11, 2.13 or 2.14, the City shall have the right to terminate this Agreement immediately without any notice to the Licensee.

11.04 This clause shall survive the termination of this Agreement.

## 12.00 FAILURE TO PERFORM

12.01 If the Licensee defaults in the performance of any of its obligations under this Agreement, the City may give the Licensee written notice of such default whereupon the Licensee shall have seven (7) business days to rectify the default or commence rectification to the satisfaction of the City, failing which the City may remedy the default and charge the cost thereof to the Licensee and take any other remedies permitted by law.

## 13.00 COMPLIANCE WITH LAWS

13.01 The Licensee shall procure and maintain at the cost and expense of the Licensee, such corporate registrations, licences, permits or approvals, from federal, provincial, municipal or other government authorities as may be necessary to enable the Licensee to conduct its business or carry out its activities in accordance with this Agreement. The Licensee shall operate its business and shall carry on and conduct all activities pursuant to this Agreement in compliance with all federal, provincial and municipal laws, ordinances, rules, regulations, bylaws and codes, including any laws, ordinances, rules, regulations, bylaws and codes pertaining to the COVID-19 pandemic.

#### 14.00 NOTICE

14.01 Any notices under this Agreement given to the parties hereunder shall be conclusively deemed to be sufficiently given if personally delivered, sent by prepaid registered mail addressed as follows, transmitted by fax to the number of the party to whom it is intended, or delivered by email addressed as follows:

(a) to the City at:

Supervisor, Right-of-Way and Parkland Management Parks and Road Services City Operations, City of Edmonton 20th Floor, Century Place, 9803 102A Avenue Edmonton, Alberta T5J 3A3 Fax: (780) 496-2803 Email: parksandroads@edmonton.ca

(b) to the Licensee at:

[Licensee Name] [Licensee Address] [Licensee Address] Attention: \_\_\_\_\_\_ Fax: (780) [Licensee Fax #] Email: [Licensee Contact Email] 14.02 Any notice made by mail will be deemed to have been given or served on the fifth (5<sup>th</sup>) day after it is deposited in any post office in Canada. Any notice given by fax, personal delivery, or email will be deemed to have been given on the first (1<sup>st</sup>) day following the day it is sent or delivered. A party may change its address for service at any time by notice in writing to the other party.

## 15.00 GENERAL

15.01 Nothing herein shall be construed as in any way constituting this a partnership among or a joint venture by the parties hereto, or be construed to evidence the intention of the parties to constitute such a relationship. Neither party shall hold itself out contrary to the terms of this clause by advertising or otherwise, nor become liable or bound by any representation, act or omission whatsoever of the other party contrary to the provisions of this clause.

15.02 No rights granted hereunder shall create or vest in the Licensee any ownership or property rights in the MROW nor create an interest in land, and the Licensee shall not register its interest in this Agreement as such.

15.03 All contracts, whether of employment or otherwise, entered into by the Licensee with respect to this Agreement shall be made by the Licensee as principal and not as agent of the City and the City shall have no liability thereon.

15.04 This Agreement is the entire agreement between the parties with regard to the matters dealt with in it, and there are no understandings or agreements, representations, warranties, conditions or collateral terms, verbal or otherwise, existing between the parties except as expressly set out in this Agreement. The consideration stated herein is the sole consideration and inducement for the execution of this Agreement.

15.05 Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though the said provision had not been included.

15.06 This Agreement shall be construed and governed by the laws of the Province of Alberta.

15.07 All references shall be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or female person, or a corporation or partnership. All reference to clause numbers shall be clauses within this Agreement.

15.08 The reference to any legislation in this Agreement shall be deemed to include all

amendments thereto and all regulations thereunder and all statutes, including all amendments thereto and regulations thereunder, that may be substituted for that legislation.

15.09 The failure of a party to insist upon the strict performance of any covenant, term or condition hereof, or to enforce any rights hereunder shall not be construed as a waiver of such party's rights or remedies hereunder and the same shall continue to be in full force and effect. A waiver of any default hereunder shall not operate as a waiver of any subsequent default.

15.10 This Agreement shall not be modified or amended except by instrument in writing signed by both parties hereto.

15.11 The rights granted to the Licensee under this Agreement constitute a licence only and shall not under any circumstances constitute a lease or other interest in land.

15.12 If two (2) or more persons are liable under the terms of this Agreement to the City, their obligations shall be both joint and several.

15.13 This Agreement will not be assigned by the Licensee without first having received written consent from the City which consent may not be unreasonably withheld.

15.14 The Licensee agrees that it shall, at its own cost and expense, procure and carry or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work on or within the Licence Area.

15.15 Use of the word "will," "shall" or "must" in this Agreement creates a mandatory obligation.

15.16 The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

15.17 Notwithstanding any other provision contained in this Agreement, it is expressly understood and agreed between the Licensee and the City that the City, in entering into this Agreement, is not doing so in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement will constitute the granting by the City of any approval or permit as may be required pursuant to the *Municipal Government Act*, R.S.A. 2000 c. M-26, the *Highways Development and Protection Act*, S.A. 2008 c. H-8.5 and any amendments thereto, and any other legislation in force in the Province of Alberta. The City, as far as it can legally do so, will only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the City, its municipal council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government.

15.18 For the purposes of construing this Agreement, its recitals, its annexed schedules, and any other document or undertaking delivered in accordance with or in furtherance of the purposes of this Agreement, "Agreement" and the words "herein", "hereto", "hereunder" and similar expressions mean or refer to this Agreement and every schedule, addendum and all amendments hereto.

15.19 This Agreement may be executed by electronic signature and in any number of counterparts and may be delivered by fax or by portable document format ("pdf") and each original, fax or PDF copy, when executed and delivered will be deemed to be an original and all of which taken together construe one instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

## THE CITY OF EDMONTON as

Represented by the A/Supervisor, Right-of-Way and Parkland Management, Parks and Roads Services, City Operations

Parvinder Mangat

As to Content

City Operations Parks and Roads Services

## [INSERT LICENCEE NAME]

I hereby certify that I have the authority to bind the corporation

## Schedule "A"

# Licence Area for the Term

Insert Schedule "A"

## Schedule "B"

Pursuant to clause 4.00 of this agreement, the following list outlines examples of circumstances that would require a separate permit to be applied for and obtained from the City:

| Circumstance Type  | Permit  | Department contact   |
|--|---|--|
| Prior to the commencement of any<br>installation in, on, under or across<br>the Licence Area, Traffic control<br>devices and Traffic impact analysis   | OSCAM<br>Permit   | Traffic Operations, Parks and Roads<br>Services, City Operations<br>Contact:<br><u>roaduse.permit@edmonton.ca</u>  |
| Prior to the commencement of any<br>new development on private<br>property;  | Develop<br>ment<br>Permit   | Development & Zoning Services,<br>Development Services, UFCSD<br>Contact:<br><u>developmentpermits@edmonton.ca</u>   |
| Prior to the commencement of any<br>work or placement of any structure,<br>Safety Codes review related to any<br>proposed temporary structure or<br>installation, such as a tent, shelter<br>or hut (any area); trailer; container<br>(including, for example, any<br>modified sea-can); umbrella; fence<br>or windscreen enclosure. Also of<br>any heating (e.g., electric or<br>propane-fueled space heaters),<br>electrical, gas or water/drainage<br>installations | Building<br>Permit<br>and<br>other<br>related<br>Safety<br>Codes<br>Permits | Safety Code Permits & Inspection,<br>Development Services, UFCSD<br>Contact:<br><u>david.flanagan@edmonton.ca</u><br>and<br><u>braden.slemko@edmonton.ca</u> |
| Tree lighting on City trees  | Tree<br>Lighting<br>permit  | Infrastructure Operations, Parks and<br>Roads Services<br>Contact:<br><u>kyle.pressick@edmonton.ca</u>   |

## Schedule "C"

Inquiries related to following issues could be directed to following business areas directly :

| Inquiry Type                            | Department contact   |  |
|---|--|--|
| Debris, spring sweeping; snow clearing; | 311 or<br>Infrastructure Field Operations, Infrastructure<br>Operations, City Operations<br>Contact: <u>andrew.grant@edmonton.ca</u>               |  |
| Sidewalk maintenance; asphalt<br>repair | 311 or Mobility Network Maintenance,<br>Infrastructure Maintenance, City Operations<br>Contact: <u>caitlin.zerebeski@edmonton.ca</u>               |  |
| Trees                                   | O <mark>pe</mark> n Space Operations, Urban Forestry<br>Contact: <u>urbanforestry@edmonton.ca</u>  |  |
| ETS Bus Stops                           | Planning and Scheduling, ETS Transit<br>Service, City Operations<br>Contact: <u>lee.thomas@edmonton.ca</u>   |  |
| Parking and loading                     | Parking Services, Parks and Roads Services,<br>City Operations<br>Contact: <u>brian.murphy@edmonton.ca</u> and<br><u>parkingassets@edmonton.ca</u> |  |
| Commercial waste collection             | 311  |  |
| Damage to City Infrastructure           | Insurance and Claims Management, Financial<br>and Corporate Services<br>Contact:<br><u>riskmanagementcontracts@edmonton.ca</u>                     |  |
| Enforcement                             | Community Standards Peace Officers,<br>Community Standards and Neighbourhoods,<br>Citizen Services<br>Contact: <u>kevin.tomalty@edmonton.ca</u>    |  |