

**GOVERNMENT OF
NEWFOUNDLAND AND LABRADOR
Department of Tourism, Culture, Arts and Recreation**

Parks Division

**PERMIT
FOR MAINTENANCE AND USE OF THE
NEWFOUNDLAND AND LABRADOR T'RAILWAY PROVINCIAL PARK
(T'Railway Provincial Park)**

BETWEEN: The Department of Tourism, Culture, Arts and Recreation
represented by the Minister of the Department of Tourism, Culture, Arts
and Recreation

(Hereinafter called the "MINISTER")

-OF THE ONE PART-

AND: Town of St. George's

(Herein after called the "PERMIT HOLDER")

-OF THE OTHER PART-

Pursuant to s. 5(1) of the *Provincial Parks Act* permission is hereby granted to you to maintain and use the T'Railway Provincial Park with the following terms and conditions:

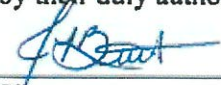
1. The use and maintenance of the T'Railway Provincial Park is approved in the location depicted on the attached Schedule "A".
2. The Permit Holder must comply with the *Provincial Parks Act* and the *Provincial Parks Regulations*. This legislation can be viewed at:
<http://www.assembly.nl.ca/legislation/sr/statutes/p32.htm> and
<http://www.assembly.nl.ca/legislation/sr/regulations/rc970091.htm>
3. The terms and conditions of this permit extend to contractual partners of the Permit Holder that operate in the T'Railway Provincial Park under its authority. Contractual partners include but are not limited to employees, contractors, and sub-contractors. The Permit Holder must ensure that all contractual partners operating under the authority of this permit comply with the conditions of this permit and with all applicable laws, regulations, permits and requirements of federal, provincial and municipal authorities.
4. An integral part of Newfoundland and Labrador's telecommunications infrastructure is a fibre optic cable that is buried under a substantial portion of the Provincial Park. If this

undertaking in any way involves disturbing or digging ground within T'Railway Provincial Park the Permit Holder must contact Info-Excavation at 1-844-224-8344 (1-844-CB4-UDIG) to have one of their representatives locate the fibre optic cable prior to commencing with this project.

5. This Permit is for snow clearing and maintenance of the T'Railway Provincial Park. Permission is granted to access the location depicted in Schedule "A" along the T'Railway Provincial Park via the shortest possible route with the equipment necessary to undertake the work.
6. This Permit does not convey ownership or title to any portion of the T'Railway Provincial Park.
7. This Permit does not convey exclusive use of the T'Railway Provincial Park, authorize you to enter upon private land or to dispute claims to land. The Permit Holder must not restrict or prevent public use of the T'Railway Provincial Park or obstruct any public rights-of-way (ROW) which may exist near the area depicted in Schedule "A" except to the extent required for public safety during the maintenance phase.
8. If a bridge, trestle or structure along the T'Railway Provincial Park is to be accessed, crossed or utilized in any way, an independent engineering assessment must be carried out on those bridges, trestles or structures to be sure they are structurally sound to carry the anticipated loads under this Permit before they are accessed. The Parks Division must review and approve all engineering assessments before any such bridge, trestle or structure is accessed, crossed or utilized in any way.
9. Use of the T'Railway Provincial Park by the Town of St. George's must not obstruct the safe passage of pedestrians, recreational vehicle traffic or any other users of the Park.
10. The Permit Holder shall ensure that while operating within the T'Railway Provincial Park its vehicles do not exceed a speed of 20 km/hr.
11. This Permit does not convey the right to extract minerals including, limestone, granite, slate, marble, gypsum, marl, clay, gravel, peat, natural gas, petroleum, or salt from or under the land.
12. The Permit Holder is responsible for ensuring reflective safety signage is in place at all times during the access, maintenance, and restoration phases. Signage must be in place prior to the start of maintenance.
13. The Department of, Tourism, Culture, Arts and Recreation - Parks Division reserves the right to require an easement or lease agreement to be executed at a later date.
14. The boundary width of the T'Railway Provincial Park adjacent to the site is a total of 15.24 metres (50 feet) wide or 7.62 metres (25 feet) on each side of the centreline.

15. The Permit Holder shall ensure that at the end of each work day and on weekends that all vehicles, materials and equipment left in the T'Railway Provincial Park are safely secured and illuminated with high visibility, reflective signage.
16. The Permit Holder is not permitted to erect a structure of any type in the T'Railway Provincial Park without the prior written consent of the Minister except as set out in this permit.
17. Any future repairs or maintenance to the T'Railway Provincial Park necessary as a result of the Town of St. George's use will require prior approval of the Department of Tourism, Culture, Arts and Recreation and will be at the Permit Holder's sole expense.
18. The Permit Holder is solely responsible for the total costs of the design, construction, and any and all future repair(s) and maintenance associated with the use of the T'Railway Provincial Park.
19. If grading and landscaping of the T'Railway Provincial Park is necessary, the Permit Holder must ensure that erosion does not occur, aesthetics are maintained, and that the natural features of the T'Railway Provincial Park, both animate and inanimate are not compromised.
20. The Permit Holder is required to install approved culvert(s) to preserve the flow of water. All costs associated with installation and maintenance of the culvert(s) shall be the sole responsibility of the Permit Holder.
21. This Permit may not be assigned, transferred, mortgaged or conveyed without the written permission of the Minister.
22. The term of this Permit as it relates to the use of the T'Railway Provincial Park, unless sooner terminated hereunder commences on the date this permit is executed by the Department of Tourism, Culture, Arts and Recreation, expires December 31, 2025.
23. This permit may be terminated at any time by either the Minister or the Permit Holder for any reason on sixty (60) days' notice in writing to the other party. If so terminated the T'Railway Provincial Park must be restored by the Permit Holder as near as possible to its original condition within the 60 days.

DELIVERED, SIGNED AND THE COMMON SEALS OF THE PARTIES ATTACHED
by their duly authorized officers at the times and places indicated below.



Signature

Jocelyn Butt

Name (print)

Town Manager/Clerk

Title

DATE 7 January, 2021



Signature

SIAN FRENCH
Director
Parks Division

DATE Jan 7/21

Schedule "A"
St. George's

