

CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 39-2016

Being a By-law to authorize the Mayor and Clerk to execute an Encroachment Agreement with the Sandra Lanthier in relation to the use of a portion of the public highway known as Raglan Street South.

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, provides that a municipality may pass by-laws within the following spheres of jurisdiction: Highways, including parking and traffic on highways at section 11(3) 1; Culture, parks, recreation and heritage at section 11(3) 5 and Structures, including fences and signs at section 11(3) 7;

WHEREAS section 8 (1) of the Municipal Act, 2001 provides that sections 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities to (a) enable them to govern their affairs as they consider appropriate, and (b) enhance their ability to respond to municipal issues;

WHEREAS the Tenant of 232 Raglan Street South (hereinafter called the "LICENSEE") has applied to the Council of the Corporation of the Town of Renfrew to permit the use of a portion of the public highway known as Raglan Street South;

AND WHEREAS the Council of the Corporation of the Town of Renfrew has agreed to grant such permission on certain terms and conditions;

NOW THEREFORE the Council of the Corporation of the Town of Renfrew enacts as follows:


1. THAT permission be granted to the Licensee to encroach upon that portion of the property as shown and described on Schedule "A" of the Agreement attached hereto, which lands may be used on a temporary basis as an outdoor patio, in strict accordance with the Agreement attached hereto, and subject to the execution of the Agreement with regards to the said encroachment, a copy of which Agreement is attached hereto and forms part of this By-law.
2. THAT the Mayor and Clerk be and are hereby authorized to execute an Encroachment Agreement with Sandra Lanthier in the form as set out in Appendix "A" attached hereto.
3. THAT this By-law shall take effect and come into force immediately upon the passage thereof.

Read a first and second time this 14 day of June, 2016.

Read a third and final time this 14 day of June, 2016.



Don Eady, Mayor



Kim R. Bulmer, Clerk

APPENDIX "A" TO BY-LAW NO. 39-2016

BETWEEN: SANDRA LANTHIER

HEREINAFTER CALLED THE "LICENSEE"
OF THE FIRST PART

AND: THE CORPORATION OF THE TOWN OF
RENFREW

HEREINAFTER CALLED THE "TOWN"
OF THE SECOND PART

WHEREAS the Licensee is the registered owner of the Vintage Kettle located at 232 Raglan Street South, Renfrew;

AND WHEREAS the Licensee has requested permission to use a portion of the public highway known as Raglan Street South, shown and described on Schedule "A", (hereinafter referred to as "the Land"), in the Town of Renfrew, for the use of an outdoor patio, in strict accordance with this Agreement;

AND WHEREAS the Council of the Corporation of the Town of Renfrew deems it expedient to permit this Encroachment to exist without charge, at the pleasure of Council;

NOW THEREFORE in consideration of the premises and mutual agreements contained herein, the parties hereby covenant and agree that subject to the terms and conditions stipulated herein, the Town grants to the Licensee the use of a portion of public highway known as Raglan Street South in front of the premises known municipally as 232 Raglan Street South.

It is agreed that the Town shall allow the Encroachment by the Licensee upon the following terms:

1. GENERAL CONDITIONS

- a) It is understood and agreed that development of the lands affected by this Agreement shall be governed by the Agreement and attached Schedule. It is understood and agreed that written approval of the Town, in a form determined solely by the Town, is required prior to any departure from the specifications of the said Schedule being undertaken.
- b) The Licensee shall not commence or permit the commencement of any structure before the execution by the Licensee and the Town of this agreement.
- c) The Licensee acknowledges and agrees that failure to comply with any term or condition herein may result in the Town taking such action to enforce compliance, as deemed appropriate by the Town.
- d) The Licensee shall have the use of a portion of the public highway known as Raglan Street South in strict accordance with this agreement from April 15th until September 30th. The Licensee shall not have use of the portion of the public highway until such time as all the snow has been removed from within the encroachment.

- e) The Licensee shall have all material removed from the Encroachment on or before September 30th. The Licensee shall be permitted to submit a request for the Town to consider the extension in the length of time the patio may remain within the Encroachment. The decision to permit the said extension will be at the sole discretion of the Council of the Corporation of the Town of Renfrew.
- f) The Licensee shall enter into an agreement each calendar year in order to permit the Encroachment of the outdoor patio.
- g) Notwithstanding any other clause in this Agreement, permission to maintain the said Encroachment shall be terminated upon the Town giving thirty (30) days written notice to the Licensee that the lands occupied by the Encroachment are required for municipal purposes. The Licensee shall restore the Town property occupied by the Encroachment to the satisfaction of the Town at the Licensee's expense.
- h) The Licensee shall ensure that the patio does not extend beyond the frontage of the restaurant. The Licensee shall be permitted to submit a request and letter of support from an adjacent property owner and tenant in order for the Town to consider the extension of the patio beyond the frontage of the restaurant. The decision to permit the said extension will be at the sole discretion of the Council of the Corporation of the Town of Renfrew.
- i) If required, the Owner shall at its own cost submit to the Alcohol and Gaming Commission and/or the Liquor Control Board of Ontario for approval and shall be responsible for obtaining any subsequent approvals from the Gaming Commission and/or the Liquor Control Board of Ontario.
- j) The Licensee understands and agrees that written authority of the Town shall be obtained prior to any alterations being made which would in any way represent a departure from the specifications detailed in the said Schedule. It is also understood and agreed that failure to comply with any term or condition contained herein or with the Schedule attached hereto, the approval inherent herein will become null and void and in which case the Licensee hereby agrees to cease all work on the herein described lands, immediately on receipt of notice by the Town, until such time as written authority is obtained from the Town to proceed.
- k) The Licensee hereby covenants that in the event of the sale of 232 Raglan Street South or the restaurant known as Vintage Kettle, he will notify the Town of any change in ownership. Upon so doing and upon the transferee/purchaser entering into an agreement with the Town similar to this Agreement, providing proof of insurance and otherwise complying with the provisions of such Agreement, the Licensee will be thereupon released from all obligations under this Agreement. In that event, the Town shall provide the appropriate release of its interest in the Licensee insurance policy.
- l) This Agreement shall be binding upon and enure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, successors and assigns.

2. BUILDING AND PLANNING REQUIREMENTS

- a) The Encroachment shall be limited in size and location to that which is shown in Schedule "A".

- b) The Encroachment shall only be used as an outdoor patio for the restaurant located at 232 Raglan Street South.
- c) The Licensee covenants and agrees to satisfy all conditions of approval and abide by all municipal by-laws, statutes and regulations.
- d) All exterior lighting shall be directed to shine down and away from abutting residential zones and public highways.
- e) The Licensee shall ensure that a minimum of one metre clear path is maintained to the door of the restaurant at all times.
- f) Upon completion of the Work, the licensee shall contact the Department of Development and Works in order to conduct a site inspection to determine the conformity of the completed Work. The Licensee shall make the necessary modifications as deemed required by the Department in order to meet the terms of this Agreement.

3. REPAIRS AND MAINTENANCE

- a) The Licensee shall immediately remove at its expense any debris deposited on the portion of the public highway used for the Encroachment which debris has been deposited as a consequence of any actions carried out under the terms of this Agreement.
- b) The Licensee shall ensure that all litter or garbage that is attributed to the outdoor patio operations is cleaned up at the end of each business day.
- c) the Licensee shall not do or permit to be done to Town property anything which may constitute a nuisance, cause physical damage to the property, or cause injury or annoyance to occupants of neighboring premises, as determined by the Town.
- d) The Licensee covenants that during the term of this Agreement, he shall keep in good condition all Town property, including any alterations made thereto, and shall with or without notice, promptly make all necessary repairs/replacements, as determined by the Town.
- e) The Licensee shall immediately give written notice to the Town of any substantial damage that has occurred to Town property from any cause related to the Encroachment and extent of such use/occupation of the public highway by the Licensee.
- f) Where any public highway has been used for the provision of the said Encroachment and has been damaged by the Licensee or any employees or authorized agents of the Licensee as a result of such use, the Licensee shall restore or reconstruct it to its former state to the satisfaction of the Town.
- g) If maintenance of Town property or services is required, the Encroachment shall be removed temporarily at the Licensee's expense.
- h) The Licensee shall ensure that all tables and chairs and all moveable fixtures shall be securely stored at the end of each business day.
- i) The Licensee shall permit the Town or a person authorized by it to enter onto the premises at any reasonable hour to conduct an inspection to determine compliance with the terms of this Agreement.

4. MODIFICATIONS

- a) If the Licensee, during the term of this Agreement, desires to make any alterations or changes to the conditions contained herein, the Licensee may do so provided that any proposed changes are approved in writing by the Town.
- b) Any proposed changes or alterations must comply with all applicable Ontario Building Code provisions, other provincial legislation, and municipal By-laws.
- c) Minor modifications made to this Encroachment Agreement may be approved without an amendment to this Agreement with the authorization of the Director of the Department of Development and Works.


5. INSURANCE

- a) The Licensee covenants and agrees to indemnify and save harmless the Town from and against all costs, charges, expenses, suits, claims, losses and damages arising out of any injury, personal claim or property damage occasioned by the said Encroachment or by any losses which the Town may sustain, incur or for which the Town may be liable in consequence of the said Encroachment and the granting of this Licence.
- b) The Licensee hereby covenants to place insurance on the said Encroachment in the joint names of the Town and the Licensee for public liability in the amount of not less than TWO MILLION DOLLARS (\$2,000,000.00). The said insurance may be included in the Licensee insurance of the Lands but must show the interest of the Town with respect to the public liability claims arising by reason of the said Encroachment on the Encroached Lands and the matters referred to in Paragraph 5 a) hereof.
- c) The Licensee hereby covenants and agrees to indemnify, remise, release and discharge the Town, its servants, agents and contractors, from all manner of actions, causes of action, suits, claims, costs, work, alteration or improvement of the property during the term of this Licence.
- d) The Licensee waives any claim against the Town for damages to the Encroachment resulting from the Town's activities within the road allowance
- e) The Licensee shall forward to the Town, prior to the signing of this Agreement by the Town, a Certificate of Liability Insurance. This Certificate of Insurance shall be signed by an authorized employee of the Insurance Company providing the insurance. Such insurance policy shall contain an endorsement to provide the Town and the Licensee with not less than thirty (30) days written notice of cancellation.

IN WITNESS WHEREOF the Licensee hereunto set his Hand and Seal or affixed its Seal duly attested to by its proper officers in that behalf.

DATED AT THE Town of Renfrew **THIS** 15th **DAY OF** June, 2016.

SIGNED, SEALED AND DELIVERED in the presence of:
VINTAGE KETTLE



Per:

Title:

Per:

Title:

"I/We have the authority to bind the Corporation"

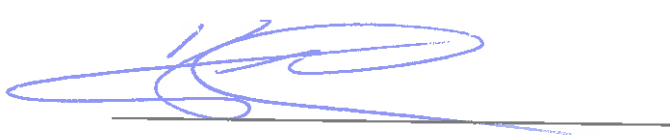
DATED AT THE TOWN OF RENFREW THIS 20th **DAY OF** June, 2016.

SIGNED, SEALED AND DELIVERED in the presence of:

THE CORPORATION OF THE TOWN OF RENFREW



Don Eady, Mayor



Kim R. Bulmer, Clerk

SCHEDULE "A"

Portion of the public highway know as Raglan Street South, Town of Renfrew, and located directly in front of the premises known municipally as 232 Raglan Street South.

