

CORPORATION OF THE TOWN OF RENFREW  
BY-LAW NO. 33-2018

Being a By-law to authorize the Mayor and Clerk to execute a Temporary Use Agreement with the St. Paul's Anglican Church in relation to the use of the private property for public parking.

WHEREAS the Town of Renfrew has undertaken a Parking Needs Study prepared by WSP Canada Inc., dated December 4<sup>th</sup>, 2017, which recommends that the Town enter into agreements with one or more existing property owners to provide for all-day parking for downtown workers diverted from the municipal lots throughout the duration of Raglan Street - Highway 60 Reconstruction.

WHEREAS the Department of Development and Works has met with representatives of the St. Paul's Anglican Church, hereinafter called the "OWNER", to discuss opportunities for the temporary use of the private property located at 96 Argyle Street South.

WHEREAS the Owner has agreed to grant such permission to the Town of Renfrew (hereinafter called the "Town") subject to 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 Town for the temporary use of the private property shown and described on Schedule "A" of the Agreement attached hereto, which property may be used for the sole purpose of providing parking for the public, in strict accordance with the Agreement attached hereto, and subject to the execution of the Agreement, 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 a Temporary Use Agreement with the St. Paul's Anglican Church in the form as set out in Appendix "A" attached hereto, subject to the final approval of the Department of Development and Works.
3. THAT this By-law shall take effect and come into force immediately upon the passage thereof.

Read a first and second time this 8<sup>th</sup> day of May, 2018.

Read a third and final time this 8<sup>th</sup> day of May, 2018.

  
\_\_\_\_\_  
Don Eady, Mayor

  
\_\_\_\_\_  
Kim R. Bulmer, Clerk

**APPENDIX "A" TO BY-LAW NO. 33-2018**

**BETWEEN:** ST. PAUL'S ANGLICAN CHURCH  
HEREINAFTER CALLED THE "OWNER"  
OF THE FIRST PART

**AND:** THE CORPORATION OF THE TOWN OF  
RENFREW  
HEREINAFTER CALLED THE "TOWN"  
OF THE SECOND PART

**WHEREAS** the Owner is the registered owner of the property located at 96 Argyle Street South, Renfrew, Ontario (hereinafter referred to as "the Property")

**AND WHEREAS** the Town has requested permission to use that part of the Property, shown and described on Schedule "A", for the temporary use of parking by the public, in strict accordance with this Agreement;

**AND WHEREAS** the Council of the Corporation of the Town of Renfrew deems it expedient to enter into an Agreement with St. Paul's Anglican Church;

**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 Owner grants to the Town temporary use of the private property known as 96 Argyle Street South for the sole purpose of providing parking for the public.

It is agreed that the Owner shall allow the Temporary Use by the Town upon the following terms:

**1. GENERAL CONDITIONS**

- a) It is understood and agreed that use of the Property affected by this Agreement shall be governed by the Agreement and attached Schedules. It is understood that the Town is accepting the use of the Property in its "as is condition". It is further understood and agreed that written approval of the Owner, in a form determined solely by the Owner, is required prior to any departure from the specifications of the said use being undertaken.
- b) The Town understands and agrees that upon its failure to comply with any term or condition contained herein or with the Schedules attached hereto, the approval inherent herein will become null and void and in which case the Town hereby agrees to cease all use on the herein described Property, immediately on receipt of notice by the Owner, until such time as written authority is obtained from the Owner to proceed.
- c) Notwithstanding any other clause in this Agreement, permission to use the Property shall be terminated upon the Owner giving thirty (30) days written notice to the Town that the lands occupied by the Temporary Use are required for private purposes. At the time of termination, the Town, at its expense, shall restore the Owners property occupied by the Temporary Use to the mutual satisfaction of the Owner and the Town.

- d) The Town shall have non-exclusive use of the Property to provide public parking during their Raglan Street/Highway 60 Reconstruction Project, in strict accordance with this agreement between the hours of 6:00 a.m. and 10:00 p.m., Monday to Friday, commencing on May 8<sup>th</sup>, 2018 and ending on October 30<sup>th</sup>, 2018. The Town shall be permitted to submit a request for an extension in the length of time the Temporary Use may remain and the decision to permit the said extension will be at the sole discretion of the Owner.
- e) The Town shall not commence or permit the commencement of the use the Property before the execution by the Owner and the Town of this agreement.
- f) If the Town, during the term of this Agreement, desires to make any alterations or changes to the conditions contained herein, the Town may do so provided that any proposed changes are approved in writing by the Owner.

## **2. BUILDING AND PLANNING REQUIREMENTS**

- a) The Temporary Use shall be limited in size and location to that which is shown in Schedules "A".
- b) The directional signs shall be installed and maintained by the Town in strict accordance with Schedules "A" and "B".
- c) The Owner reserves the right, at their sole discretion, to temporarily remove the use of the public parking for the purposes of providing the regular activities of the property.
- d) The Owner shall inform the Town of vehicles left on the Property overnight or on Saturday and Sunday and the Town shall take the necessary steps in order to inform the owner of the vehicle and/or have the vehicle removed from the Property.

## **3. REPAIRS AND MAINTENANCE**

- a) The Town shall not do or permit to be done to Owner's property anything which may constitute a nuisance, cause physical damage to the property, or cause injury or annoyance to occupants of neighboring premises, as mutually determined by the Owner and Town.
- b) The Owner shall immediately give written notice to the Town of any substantial damage that has occurred to Owners property from any cause related to the Temporary Use.
- c) Where any portion of the Property has been used for the provision of the said Temporary Use and has been damaged by the Town or any employees, authorized agents of the Town or the public as a result of such use, the Town shall restore it to its former state to the mutual satisfaction of the Owner and Town.

## **4. INSURANCE**

- a) The Town covenants and agrees to indemnify and save harmless the Owner 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 Temporary Use on the said Property or by any losses which the Owner may sustain, incur or for which the Owner may be liable in consequence of the said Temporary Use on the said Property.

- b) The Town covenants and agrees to reimburse the Owner for any legal costs it may incur defending itself from any legal actions that result from the public use of the Owner's Parking Lot, and for the legal costs incurred reviewing this agreement.
- c) The Town hereby covenants to place insurance on the said Property for public liability in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00). The Town shall forward to the Owner, a Certificate of Liability Insurance which names the Owner as a named insured in the Town's Liability Insurance Policy. Such insurance policy shall contain an endorsement to provide the Owner and the Town with not less than thirty (30) days written notice of cancellation. Upon cancellation of insurance, this agreement is automatically terminated.

## **5. BINDING**

- a) 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.

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

DATED AT THE St. Paul's, Renfrew THIS 15<sup>th</sup> DAY OF May, 2018.

**SIGNED, SEALED AND DELIVERED** in the presence of:

**ST. PAUL'S ANGLICAN CHURCH**

Carol Hertz

**Per:**

**Title:** Associate Incumbent

**Per:**

**Title:** Shirley A. Gach  
PEOPLE'S WARDEN

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

DATED AT THE TOWN OF RENFREW THIS 16<sup>th</sup> DAY OF May, 2018.

**SIGNED, SEALED AND DELIVERED** in the presence of:

**THE CORPORATION OF THE TOWN OF RENFREW**

Don Eady

**Don Eady, Mayor**

Kim R. Bulmer

**Kim R. Bulmer, Clerk**

### SCHEDULE "A"

The parking area on the property located at 96 Argyle Street South, Town of Renfrew, and shown on the map below in "yellow" is the Property subject to the terms and conditions of the Agreement.

The directional signs shall be installed and maintained by the Town in the location shown below as #1 and #2.

#### Location of Temporary Use



**SCHEDULE "B"****Public Parking Directional Sign #1**

**TEMPORARY DOWNTOWN  
PUBLIC PARKING**

**MONDAY TO FRIDAY  
FROM 6:00 A.M. - 10:00 P.M.  
APRIL 2<sup>nd</sup> – OCTOBER 30<sup>th</sup>**

**OVERNIGHT PARKING MAY BE  
SUBJECT TO TOWING**

**Public Parking Directional Sign #2**

**PARKING SPACES FOR  
CHURCH USE ONLY**