

CORPORATION OF THE TOWN OF RENFREW  
BY-LAW NO. 36-2017

Being a By-law to authorize the Mayor and Clerk to execute an Encroachment Agreement with the Renfrew County District School Board in relation to the use of a portion of the public highway known as Veterans Memorial Boulevard.

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 Owner of 100 Veterans Memorial Boulevard (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 Veterans Memorial Boulevard;

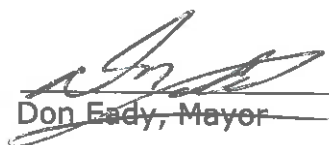
AND WHEREAS the Council of the Corporation of the Town of Renfrew has agreed to grant such permission on certain terms and conditions;

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 for the installation of a ground sign, in strict accordance with Schedule "B" of 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 the Renfrew County District School Board 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 13<sup>th</sup> day of June, 2017.

Read a third and final time this 13<sup>th</sup> day of June, 2017.

  
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Don Eady, Mayor

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

**APPENDIX "A" TO BY-LAW NO. 36-2017**

**BETWEEN:** RENFREW COUNTY DISTRICT SCHOOL  
BOARD  
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 Renfrew County District School Board located at 100 Veterans Memorial Boulevard, Renfrew;

**AND WHEREAS** the Licensee has requested permission to use a portion of the public highway known as Veterans Memorial Boulevard, shown and described on Schedule "A", (hereinafter referred to as "the Land"), in the Town of Renfrew, for the temporary installation of a ground sign, in strict accordance with Schedule "B" ("Encroachment");

**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 temporary basis for the installation of a ground sign at the south-west corner of the premises known municipally as 100 Veterans Memorial Boulevard.

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 Schedules. 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 Schedules 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) Notwithstanding any other clause in this Agreement, permission to maintain the said Encroachment shall be terminated upon the Town giving ninety (90) 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.

- e) 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 Schedules. It is also understood and agreed that 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 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.
- f) The Licensee hereby covenants that in the event of the sale of 100 Veterans Memorial Boulevard, 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.
- g) 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 Schedules "A" and "B".
- b) The ground sign shall be installed in strict accordance with Schedule "B".
- c) The ground sign shall be equipped with an automatic dimming feature in the backlit static and video board components of the sign. The Licensee shall ensure that the sign is dimmed between the hours of 20:00 (8:00 p.m.) and 06:00 (6:00 a.m.) to an acceptable level of the Town.
- d) The Licensee covenants and agrees to satisfy all conditions of approval and abide by all municipal by-laws, statutes and regulations.
- e) All exterior lighting shall be directed to shine down and away from abutting residential zones and public highways.
- f) All areas landscaped shall be maintained by regular cutting and, shall present and maintain a neat, clean, and orderly appearance.
- g) 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.
- h) The Licensee shall be responsible for the construction, provision and maintenance of the detours required and for maintaining safety measures for the protection of the public during the construction of any work in respect to an installation. Traffic control shall be carried out in accordance with Book 7 of the latest edition of the Ontario Traffic Manual.

### **3. REPAIRS AND MAINTENANCE**

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) If maintenance of Town property or services is required, the Encroachment shall be removed temporarily at the Licensee's expense.

### **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 FIVE MILLION DOLLARS (\$5,000,000.00). 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.

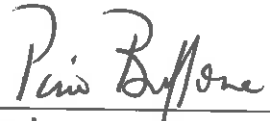
- c) The Licensee waives any claim against the Town for damages to the Encroachment resulting from the Town's activities within the road allowance.
- d) The Licensee shall forward to the Town, prior to the signing of this Agreement by the Town, a Certificate of Liability Insurance. This Certificate of 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.

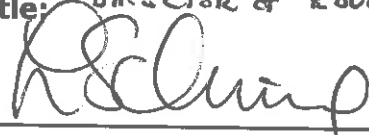
**DATED AT THE** CITY OF PEMBROKE **THIS** 12<sup>th</sup> **DAY OF** OCTOBER, 2017.

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

**RENFREW COUNTY DISTRICT SCHOOL BOARD**

  
\_\_\_\_\_

**Per:** PINO BUFFONE  
**Title:** DIRECTOR OF EDUCATION

  
\_\_\_\_\_

**Per:** LISA SCHIMMENS  
**Title:** SUPT. OF BUSINESS - CORPORATE SERVICES

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

**DATED AT THE TOWN OF RENFREW THIS** 17<sup>th</sup> **DAY OF** OCTOBER, 2017.

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

**THE CORPORATION OF THE TOWN OF RENFREW**

  
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**Don Eady, Mayor**

  
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**Kim R. Bulmer, Clerk**

**SCHEDULE "A"**

Portion of the public highway know as Raglan Street South, Town of Renfrew, and located directly at the south-east corner of the premises known municipally as 100 Veteran Memorial Boulevard.

Location of Encroachment



**SCHEDULE "B"**  
**RENDERING/EXAMPLE OF SIGN**



The original can be viewed at the Corporation of the Town of Renfrew at the following address: 127 Raglan Street South, Renfrew, Ontario, K7V 1P8





OSBIE

# CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

<b>INSURED'S FULL NAME AND MAILING ADDRESS</b>		<b>Certificate Holder Name &amp; Mailing Address</b>		
Renfrew County District School Board 1270 Pembroke Street West PEMBROKE ON K8A 4G4		Corporation of The Town of Renfrew		
<b>COVERAGES</b>				
This is to certify that the policy of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policy.				
Type of Insurance	Insurance Company & Policy Number	Effective Date (YY/MM/DD)	Expiry Date (YY/MM/DD)	Limits of Liability (per occurrence)
Comprehensive General Liability	Ontario School Boards' Insurance Exchange (OSBIE)  Policy # SG 00228	2017/01/01	2018/01/01	\$5,000,000
Comprehensive General Liability Insurance is written on an occurrence basis and includes: <ul style="list-style-type: none"> <li>• Personal Injury &amp; Property Damage Liability</li> <li>• Tenants' Legal Liability</li> <li>• Incidental Professional and Malpractice Liability</li> <li>• Errors and Omissions Liability</li> <li>• Non-Owned Automobile Liability</li> <li>• Cross Liability/Severability of Interests Clause</li> </ul>				
<b>Description of Operations, Locations, or Special Items</b>				
Corporation of The Town of Renfrew is added as an additional insured as per Encroachment Agreement with Renfrew County District School Board for temporary installation of a ground sign, located at Queen Elizabeth Public School, but only with respect to liability arising out of the operations of the named insured, including contractual liability. Coverage does not apply to Breach of Contract.				
<b>Cancellation</b>				
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days' written notice to the certificate holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.				
Signature of Authorized Representative		Print Name Including Position		
		Tammy Hicks, Director, Risk Management & Member Services		
Company Name and Address:		Fax Number	Date of Issue	
Ontario School Boards' Insurance Exchange 91 Westmount Rd., GUELPH, ON N1H 5J2 SG228/2017/2908		519-767-0281	06/06/2017	