

CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 37-2017

Being a By-law to authorize the Mayor and Clerk to execute an amended encroachment agreement with Renfrew Victoria Hospital, in relation to the installation of Directional Signs on municipal right-of-way's known as Raglan Street North and Albert Street

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 Renfrew Victoria Hospital (hereinafter called the "LICENSEE") has applied to the Council of the Corporation of the Town of Renfrew for permission to allow, as part of the building permit application, the installation of three (3) Directional Signs on lands within the public highways known as Raglan Street North and Albert Street (hereinafter referred to as "the Roads");

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 Roads as shown on Schedules "B" and "C" of the Agreement attached hereto, which lands may be used to allow for the installation of three (3) Directional Signs, 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 Renfrew Victoria Hospital, in the form as set out in Appendix "A" attached hereto.
2. THAT this By-law shall take effect and come into force immediately upon the passage thereof.

Read a first and second time this 13th day of June, 2017.

Read a third and final time this 13th day of June, 2017.



Don Eady, Mayor



Kim R. Bulmer, Clerk

APPENDIX "A" TO BY-LAW NO. 37-2017

BETWEEN: RENFREW VICTORIA HOSPITAL

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 a building and land known as 499 Raglan Street North, Renfrew, more particularly described in Schedule "A" attached hereto;

AND WHEREAS the Licensee has requested permission to install three (3) Directional Signs that will encroach over the public highways known as Raglan Street North and Albert Street (hereinafter referred to as "the Roads"), in the Town of Renfrew, in accordance with the plan and renderings attached as Schedules "B" and "C" ("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 the Town agrees to allow the Encroachment upon the following terms:

1. That the Encroachment shall be limited in size and location to that which is shown in Schedules "B" and "C".
2. That the Directional Signs shall be installed in strict accordance with Schedules "B" and "C".
3. That the permission granted under this Agreement shall expire upon the demolition or removal of the said Directional Signs, either completely or in such substantial degree as to be incapable of restoration except by reconstruction.
4. That 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.
5. That 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 hereof.

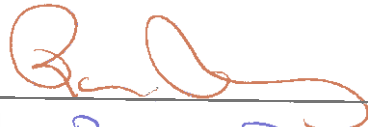
6. That the Licensee grants to the Town full power and authority to settle any such actions, suits, claims or demands on such terms as the Town may deem advisable and the Licensee covenants and agrees with the Town to forthwith pay to the Town on demand all monies paid by the Town in pursuance of any such settlement and such sum as shall represent the reasonable costs of the Town or its solicitors in defending or settling any such actions, suits, claims or demands, based on a solicitor and own client basis.
7. That 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 road allowance during the term of this Licence.
8. That the Licensee waives any claim against the Town for damages to the Encroachment resulting from the Town's activities within the road allowance.
9. If maintenance of Town property or services is required, the Encroachment shall be removed temporarily at the Licensee's expense.
10. Notwithstanding any other clause in this Agreement, permission to maintain the said Encroachment shall be terminated upon the Town giving sixty (60) 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.
11. That the Licensee hereby covenants that in the event of the sale of the Land, 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.
12. 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 Licensee hereunto set his Hand and Seal or affixed its Seal duly attested to by its proper officers in that behalf.

DATED AT THE Renfrew THIS 26 DAY OF June, 2017.

SIGNED, SEALED AND DELIVERED in the presence of:

RENFREW VICTORIA HOSPITAL



Per: Randy Penney
Title: CEO



Per: Tim Sonnenburg
Title: CFO

"We have the authority to bind the Corporation"

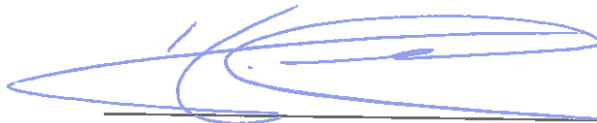
DATED AT THE TOWN OF RENFREW THIS 5th DAY OF July, 2017.

SIGNED, SEALED AND DELIVERED in the presence of:

THE CORPORATION OF THE TOWN OF RENFREW



Don Eady, Mayor



Kim R. Bulmer, Clerk

SCHEDULE "A"

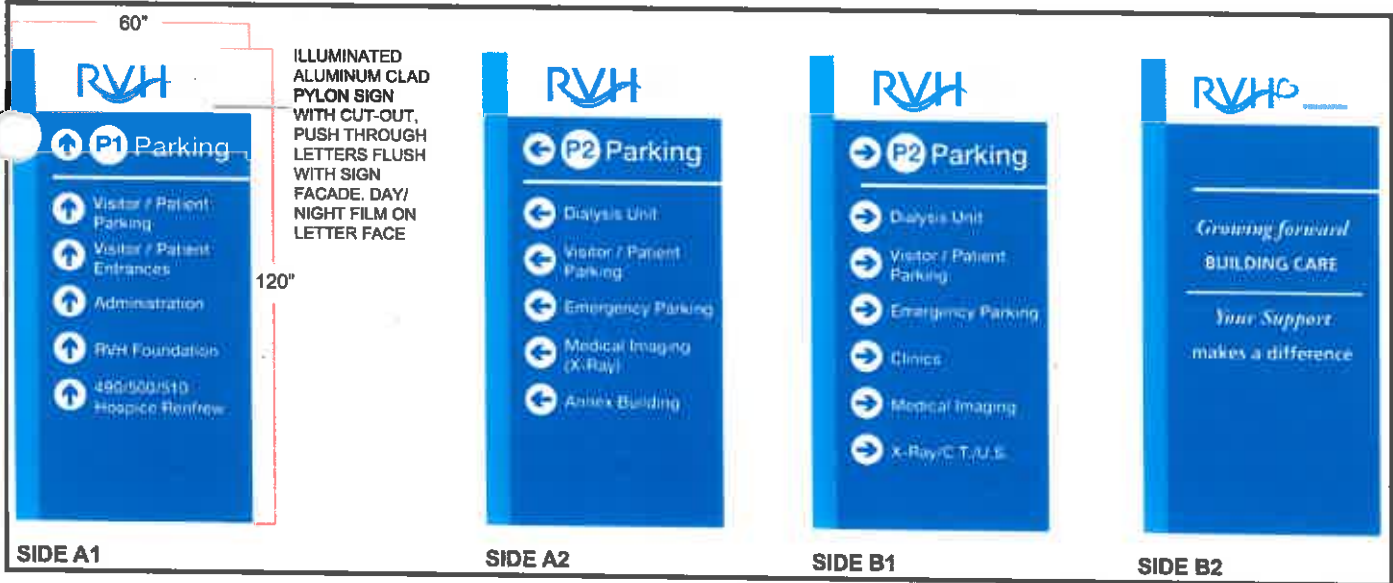
499 Raglan Street North; Part of Lot 14, Concession 1

Schedule "A" Sign Location

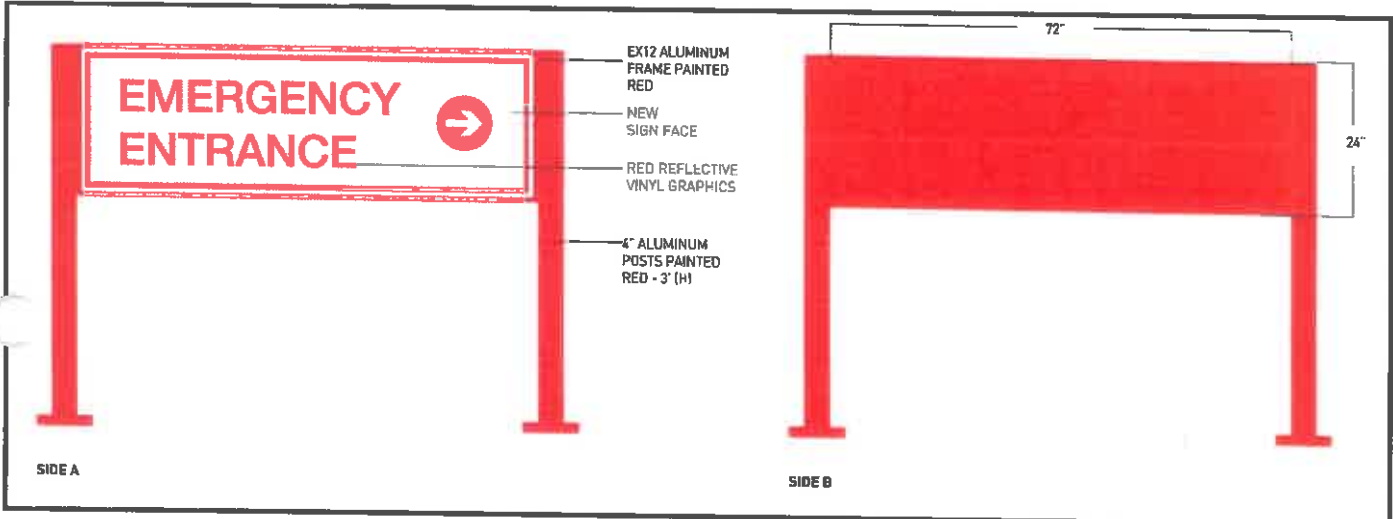


Schedule "B"
Rendering of Proposed Signs
Text May Change

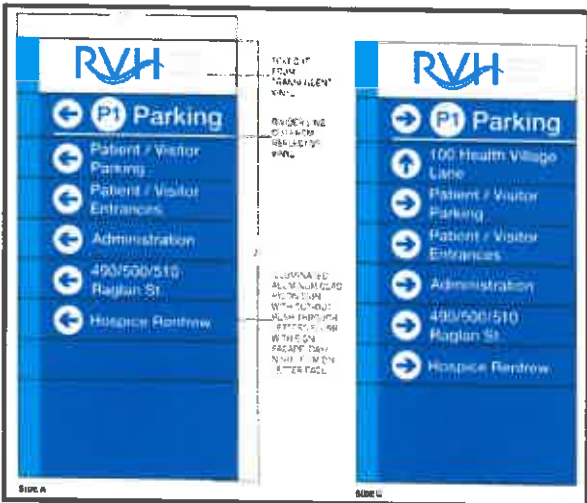
Signs 1 and 2 (Existing)



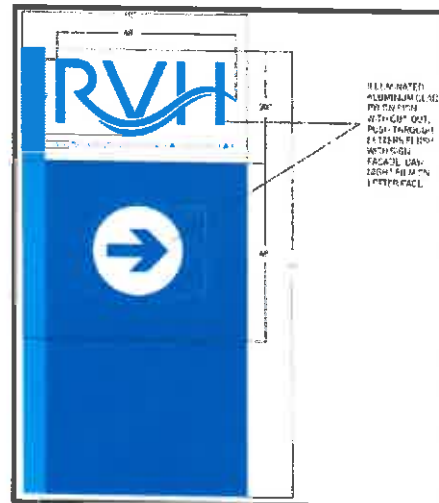
Sign 3



Sign 4



Sign 5





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 800.465.7457
 Fax: 416.733.2438
 800.669.6277

1209 Balmacey Street
 Winnipeg MB R2G 1T7
 Tel: 204.943.4125
 800.442.7751
 Fax: 204.949.0250

Healthcare Insurance Reciprocal of Canada

Memorandum of Insurance

To: *The Corporation of the Town of Renfrew*

Re: *Encroachment Agreement*

INSURANCE AS DESCRIBED HEREIN HAS BEEN ARRANGED ON BEHALF OF THE INSURED NAMED HEREIN UNDER MASTER POLICY NO. 2017/1, AND AS MORE FULLY DESCRIBED IN SAID POLICY AND CERTIFICATES ISSUED THEREUNDER AND ANY ENDORSEMENTS ATTACHED THERETO.

INSURED: *Renfrew Victoria Hospital*

	Certificate Number	Date		Limit of Liability
		Effective	Expiration	
Composite Healthcare Insurance Policy, including: Bodily Injury Personal Injury Third Party Property Damage Cross-Liability Tenant's Legal Liability Non-Owned Automobile	107077	Jan. 1/17	Until cancelled	\$5,000,000 Any one occurrence
<i>The Additional Insured shown hereon is added to this policy but only with respect to liability arising out of the actions of Renfrew Victoria Hospital in connection with the Encroachment Agreement for the installation of three (3) Directional Signs that will encroach over public highways known as Raglan Street North and Albert Street located in Renfrew, Ontario, and only to the extent of the insurance provided under coverage Section A - Bodily Injury and Section B - Third Party Property Damage inclusive of this policy.</i>				

Additional Insured: Only with respect to the above and arising out of the Named Insured's operations is the following name added to the policy as an Additional Insured. The policy limits are not increased by the addition of such Insured beyond those stated in this Memorandum.

Additional Insured: *The Corporation of the Town of Renfrew*

THIS MEMORANDUM CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED ONLY TO THE ADDRESSEE.

OTHER PERSONS RELYING ON THIS MEMORANDUM DO SO AT THEIR OWN RISK.

June 30, 2017

Date

depts/to/mem/exl/107077-15

Attorney