

CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 55-2017

Being a By-law to authorize the Mayor and Clerk to execute an encroachment agreement with Renfrew Victoria Hospital, in relation to the installation of a chain link fence within public highway known as Albert Street, Town of Renfrew.

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 the installation of a black vinyl commercial grade chain link fence on lands within the public highway known as Albert Street (hereinafter referred to as "the Road");

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:

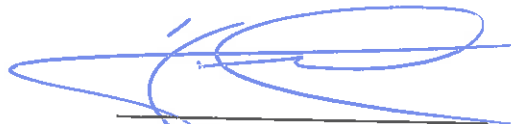
1. THAT the Mayor and Clerk be and are hereby authorized to execute an Encroachment Agreement with Renfrew Victoria Hospital, in the form as set out in Appendix "A" attached hereto.
2. THAT permission be granted to the Licensee to encroach upon that portion of the Road as shown on Schedule "B" of the Agreement attached hereto, which lands may be used to allow for the installation of a black vinyl commercial grade chain link fence, 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.
3. THAT this By-law shall take effect and come into force immediately upon the passage thereof.

Read a first and second time this 22nd day of August, 2017.

Read a third and final time this 22nd day of August, 2017.



Don Eady, Mayor



Kim R. Bulmer, Clerk

APPENDIX "A" TO BY-LAW NO. 55-2017

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 a black vinyl commercial grade chain link fence (hereinafter referred to as "the Fence"), that will encroach over the public highway known as Albert Street (hereinafter referred to as "the Road"), in the Town of Renfrew, in accordance with the plan attached as 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 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 Schedule "B".
2. That the Fence shall be installed in strict accordance with Schedule "B".
3. That the permission granted under this Agreement shall expire upon the demolition or removal of the said Fence, 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.

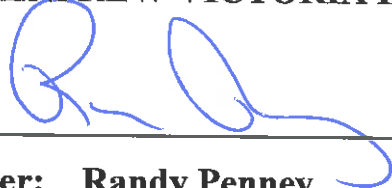
IN WITNESS WHEREOF the Licensee hereunto set his Hand and Seal or affixed its Seal duly attested to by its proper officers in that behalf.

DATED AT RENFREW THIS 12TH DAY OF SEPTEMBER, 2017

SIGNED, SEALED AND DELIVERED in the presence of:

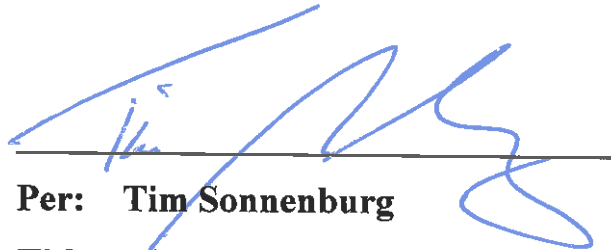
RENFREW VICTORIA HOSPITAL

S. Burtte



Per: Randy Penney

Title: President & CEO



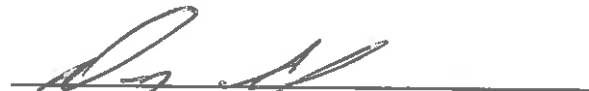
Per: Tim Sonnenburg

Title: Vice-President, Financial Services

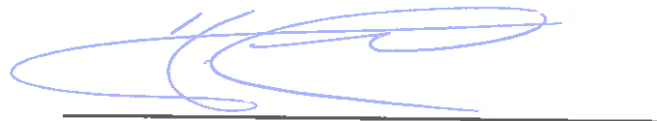
"We have the authority to bind the Corporation"

DATED AT THE TOWN OF RENFREW THIS 12th DAY OF SEPTEMBER, 2017

THE CORPORATION OF THE TOWN OF RENFREW



Don Eady, Mayor

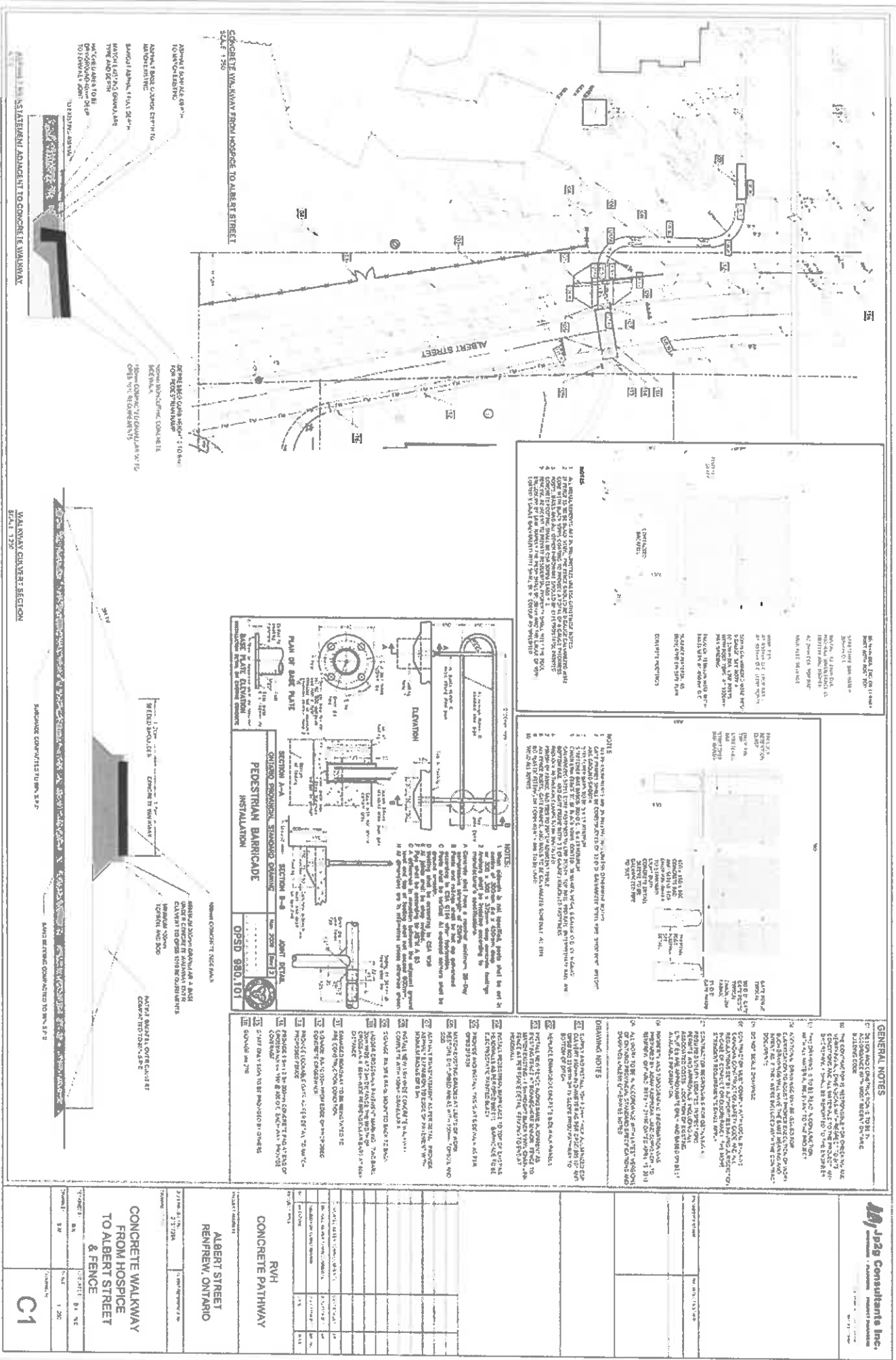


Kim R. Bulmer, Clerk

SCHEDULE "A"

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

SCHEDULE "B" SITE PLAN



NOTES

1. ALL MATERIALS SHALL BE AS SPECIFIED AND TO BE CONSTRUCTED ACCORDING TO THE CANADIAN STANDARD SPECIFICATIONS FOR CONCRETE AND REINFORCED CONCRETE (CSA A23.1).
2. ALL CONCRETE SHALL BE CAST AND CURED IN ACCORDANCE WITH THE CANADIAN STANDARD SPECIFICATIONS FOR CONCRETE AND REINFORCED CONCRETE (CSA A23.1).
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PEDESTRIAN BARRICADE INSTALLATION

SECTION A-A

SECTION B-B

JOINT DETAIL

OSPD 890.101

PLAN OF BARRICADE

ELEVATION

DETAILS

CONCRETE WALKWAY FROM HOSPICE TO ALBERT STREET

SCALE 1:50

STATEMENT ADJACENT TO CONCRETE WALKWAY

WALKWAY CURB SECTION

SCALE 1:20

CONCRETE WALKWAY FROM HOSPICE TO ALBERT STREET

SCALE 1:50

- GENERAL NOTES**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.
 2. ALL MATERIALS SHALL BE AS SPECIFIED AND TO BE CONSTRUCTED ACCORDING TO THE CANADIAN STANDARD SPECIFICATIONS FOR CONCRETE AND REINFORCED CONCRETE (CSA A23.1).
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- CONCRETE NOTES**
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NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	CONCRETE WALKWAY	100	SQ. M.	150	15000
2	PEDESTRIAN BARRICADE	10	NO.	200	2000
3	CONCRETE WALKWAY	50	SQ. M.	150	7500
4	PEDESTRIAN BARRICADE	5	NO.	200	1000
5	CONCRETE WALKWAY	20	SQ. M.	150	3000
6	PEDESTRIAN BARRICADE	2	NO.	200	400
7	CONCRETE WALKWAY	10	SQ. M.	150	1500
8	PEDESTRIAN BARRICADE	1	NO.	200	200
9	CONCRETE WALKWAY	5	SQ. M.	150	750
10	PEDESTRIAN BARRICADE	0.5	NO.	200	100
11	CONCRETE WALKWAY	2	SQ. M.	150	300
12	PEDESTRIAN BARRICADE	0.2	NO.	200	40
13	CONCRETE WALKWAY	1	SQ. M.	150	150
14	PEDESTRIAN BARRICADE	0.1	NO.	200	20
15	CONCRETE WALKWAY	0.5	SQ. M.	150	75
16	PEDESTRIAN BARRICADE	0.05	NO.	200	10
17	CONCRETE WALKWAY	0.2	SQ. M.	150	30
18	PEDESTRIAN BARRICADE	0.02	NO.	200	4
19	CONCRETE WALKWAY	0.1	SQ. M.	150	15
20	PEDESTRIAN BARRICADE	0.01	NO.	200	2