



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 124-2000

To authorize the encroachment of a
canopy over Queen Street,
24 Queen Street East

WHEREAS Paragraph 109 of Section 210 of the *Municipal Act* (R.S.O. 1990, chapter M-45, as amended) permits the council of a local municipality to pass a by-law for permitting window air-conditioners, cornices, eaves, awning containers, awning covers, sills, brackets and other similar projections beyond the main walls of buildings to encroach upon a highway at such height above the grade thereof as established by council as the council may provide in the by-law;

AND WHEREAS pursuant to façade improvements to the building known as 24 Queen Street East, the owner of 24 Queen Street East wishes to install and maintain a canopy that will project over the highway known as Queen Street East;

NOW THEREFORE the Council of The Corporation of the City of Brampton ENACTS AS FOLLOWS:

1. The owner of 24 Queen Street East is hereby given permission to install and maintain a canopy over Queen Street East provided that the owner enters into an encroachment agreement with the City in substantially the form attached as Schedule "A" hereto.
2. The height of the canopy above the grade of Queen Street East shall be as prescribed in the encroachment agreement.
3. The Mayor and the Clerk are hereby authorized to execute the encroachment agreement and any other documents necessary to give effect to this by-law.

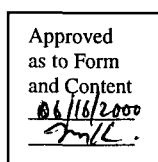
READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 26th day of June, 2000.

PETER ROBERTSON

MAYOR

LEONARD J. MIKULICH

CLERK



Schedule "A" to by-law No. 124-2000

"ENCROACHMENT AGREEMENT"

THIS AGREEMENT made as of the 26th day of June, 2000.

B E T W E E N:

[24 Queen Street East owner]
(hereinafter called the "Applicant")

OF THE FIRST PART

and

THE CORPORATION OF THE CITY OF BRAMPTON
(hereinafter called the "City")

OF THE SECOND PART

WHEREAS the Applicant is the owner of the lands legally described as **[insert legal description]**, City of Brampton, Regional Municipality of Peel also known as 24 Queen Street East (the "Applicant's Lands");

AND WHEREAS pursuant to façade improvements to the building known as 24 Queen Street East, the Applicant wishes to install and maintain a canopy projecting from the building located on the Applicant's Lands that will encroach upon public highway owned by the City known as Queen Street East (the "City Lands");

AND WHEREAS the Council of the City has passed by-law 124-2000 pursuant to Paragraph 109 of Section 210 of the *Municipal Act* (R.S.O. 1990, c. M-45, as amended) to permit the canopy to encroach upon the City Lands;

AND WHEREAS Council has agreed to permit the encroachment of the canopy on the City Lands subject to the Applicant entering into this agreement with the City;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The City agrees that the Applicant shall be permitted to install and maintain a canopy over the City Lands subject to the terms and conditions prescribed herein.
2. This permission shall be deemed to be a licence from the City to permit the encroachment, with the intent that the City is not abandoning its claim to the City lands, nor is the City granting the Applicant a permanent easement over the City Lands.
3. In consideration of the licence granted herein, the Applicant agrees:
 - a) not to construct or modify the canopy without the prior written approval of the City's Commissioner of Planning and Building or his or her designate (the "Commissioner"). The Applicant shall submit such plans as are required by the Commissioner to grant his or her approval and such approval shall be at the sole discretion of the Commissioner;
 - b) to maintain, repair and keep the canopy encroaching on the City Lands in a good state of repair as determined by the City at the sole cost, expense and risk of the Applicant;

- c) to obtain written consent from the City prior to commencing any installation, work, maintenance or repair of the canopy that would require any encroachment by any workforce, servants, agents, employees, contractors or representatives of the Applicant on the City Lands, except where such work is of an emergency nature in which event the Applicant will advise the City forthwith. Without limiting the generality of the foregoing, the Applicant shall obtain a road occupancy permit in addition to any other required permission(s);
 - d) to restore the City Lands to a neat and tidy condition following any work, maintenance or repair to the canopy;
 - e) to indemnify and hold harmless the City and its workforce, servants, agents, employees, contractors and representatives from and against all claims by whomsoever made or brought arising out of the granting of this licence and the presence of the canopy over the City Lands;
 - f) during the period of encroachment of the canopy and any other times where the Applicant or its workforce, servants, agents, employees, contractors and representatives, vehicles, equipment and supplies are permitted on the City Lands for the purpose of removing or re-erecting the canopy, to maintain general liability insurance with an inclusive limit of not less than \$3,000,000.00 against all claims for personal injury, including injury resulting in death, property damage and all other liability arising out of the granting of this licence and the presence of the canopy on the City Lands. The Applicant covenants that such policy or policies shall name "The Corporation of the City of Brampton" as an additional insured as its interest may appear, and that the Applicant will provide the City with a certificate of insurance evidencing the above coverage. The Applicant further covenants to give at least 30 days prior written notice to the City of any cancellation or material change in the policy or policies required by this subsection;
 - g) without limiting the generality of subsection a) above, no signage, additions or structures shall be erected on or affixed to the canopy unless prior written consent is obtained from the City;
 - h) to pay to the City on execution of this agreement the sum of Four Hundred Dollars (\$400.00) representing the City's costs in preparing the by-law and this agreement.
4. In order to ensure the due performance of the covenants and agreements of the Applicant contained herein, the City hereby covenants and agrees to and does hereby grant and provide to the Applicant and its workforce, servants, agents, employees, contractors and representatives and all necessary vehicles, equipment and supplies, the necessary access, ingress and egress at any and all reasonable times to and from the City Lands, subject to the Applicant abiding by the covenants herein contained.
 5. The Applicant hereby consents to the registration of this agreement and any amendments thereto. Registration shall be at the City's sole discretion and the Applicant will be responsible for all costs associated with such registration. The Applicant acknowledges that this agreement is intended to run with the lands and the Applicant undertakes to cause any purchaser of the Applicant's Lands, or a purchaser of the canopy if not the same person(s), to enter into an assignment and assumption agreement with the City to assign and assume the Applicant's interest in this agreement to said purchaser.
 6. This constitutes the entire agreement between the parties and supercedes any prior agreement, oral or written, between the parties. Any amendments to this agreement shall be in writing and the terms therein shall be deemed to be included in this agreement.

- 7. This agreement shall be binding upon the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the Parties have affixed their corporate seals attested by the hands of their proper officers duly authorized in that behalf.

[24 Queen Street East Owner]

Per: _____
 Name:
 Title:

c/s

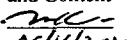
Per: _____
 Name:
 Title:

I/We have authority to bind the Corporation.

**THE CORPORATION OF
 THE CITY OF BRAMPTON**

 Peter Robertson
 Mayor

 Leonard J. Mikulich
 Clerk"

Approved
 as to Form
 and Content

 05/16/2000