The Corporation of the City of Peterborough

By-Law Number 15-033

Being a By-law to authorize the execution of an Encroachment Agreement for lands municipally known as 1230 Water Street, in the City of Peterborough

Now Therefore, The Corporation of the City of Peterborough by the Council thereof hereby enacts as follows:

1. That the Mayor and Clerk be hereby authorized to execute an Encroachment Agreement with respect to the encroachment of a public information sign located at 1230 Water Street, which said encroachment is on the lands described as Water Street, in the City of Peterborough, in the form attached hereby as Schedule “A”, and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 2nd day of February, 2015.

(Sgd.) Daryl Bennett, Mayor

(Sgd.) John Kennedy, City Clerk
ENCROACHMENT AGREEMENT made this 11th day of February, 2015

BETWEEN:

THE CORPORATION OF THE CITY OF PETERBOROUGH
(the "City")

and

PETERBOROUGH UTILITIES GROUP
(the “Licencee”)

WHEREAS the Licencee is the owner of the lands described in Schedule A, which lands abut Water Street public road allowances owned by the City (the “Lands”);

AND WHEREAS the Licencee applied for permission to make use of a portion of the Lands, as hereinafter set forth, and City Council agreed to authorize the execution of a license agreement to permit replacement of an existing public information sign on the east side of Water Street (the “Encroachments”) as described on Schedule “B”;

AND WHEREAS the Licencee has requested permission from the City to maintain or establish and maintain the Encroachments as set out in Schedule B on the terms and conditions hereinafter contained;

AND WHEREAS the Schedules referred to herein have been filed with the Legal Services Department of the City of Peterborough and form party of this agreement, whether attached hereto or not;

NOW THEREFORE THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

1. The City grants permission to the Licencee, at the sole risk and expense of the Licencee, to use and maintain the Encroachment as set out in Schedule B.

2. The Licencee shall maintain the Encroachment in a good and workmanlike fashion and shall comply in all respects with the provisions of all City by-laws, the Building Code Act, and any other applicable regulations.

3. Nothing in this agreement shall have the effect of permitting the Licencee to interfere, in any way, with the usefulness or safety for public purposes of the City property.

4. The Licencee shall at all times, indemnify and save harmless the City from any loss, expense, or liability howsoever incurred by the City arising from the exercise of the privileges herein granted to the Licencee, and the Licencee hereby waives, as against the City, all claims of whatever nature, where such loss, expense, liability or claims arise directly or indirectly out of or attributable to the exercise by the Licencee or others of the privileges herein granted, whether or not such loss, expense, liability or claim result from the negligence of the City.

5. The Licencee acknowledges that a new sidewalk may be constructed on the east side of Water Street, which may require the relocation of the sign at their expense.

6. The Licencee shall obtain and maintain in force during the continuance of this agreement, insurance providing coverage for public liability and property damage, in the minimum amount of Two Million Dollars ($2,000,000.00). The City shall be named as an additional insured, and the policy shall contain a cross-liability clause, to the satisfaction of the City. The Licencee agrees to forward to the City the original or certified copy of the policy of such insurance, and the annual renewals thereof. It is acknowledged and agreed by the Licencee that the provision of such insurance shall in no way relieve the Licencee of its obligations pursuant to this agreement.

7. This agreement shall not be assignable by the Licencee without the written consent of the City.

8. The Licencee acknowledges and agrees that, should the City require the use, for public purposes, of the lands upon which the Encroachments are located, the Licencee shall, upon
ninety (90) days written notice from the City, remove the Encroachments and restore the lands to a condition satisfactory to the City, at the sole expense of the Licencee. Should the Licencee default in so doing, the City may perform the work of removal and restoration at the risk and expense of the Licencee.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of:

THE CORPORATION OF THE CITY OF PETERBOROUGH

Dept. Bennett, Mayor

John Kennedy, Clerk

PETERBOROUGH UTILITIES GROUP

Per: ____________
Name: John Stephenson
Office: President & CEO

Per: ____________
Name: ____________
Office: ____________

I/We have the authority to bind the Corporation
SCHEDULE A

Legal Description

PART LOT 20 CON 3 SMITH AS IN T7388; PART LOT 18 CON 2 SMITH AS IN T7448 (FIRSTLY & SECONDLY); PART ROAD ALLOWANCE BETWEEN lots 18 & 19 CON 2 SMITH AS CLOSED BY T162 AS IN T9244; PART LOT 19 CON 2 SMITH AS IN T9244; PART LOT 19 CON 3 SMITH PART 1 45R7929; PART ROAD ALLOWANCE BETWEEN CON 2 & 3 SMITH LYING BTN CON 2 & 3 SMITH LYING BTN WATER STREET & OTONABEE RIVER; PETERBOROUGH CITY
SCHEDULE B

(Diagram/drawing/survey showing location of Encroachments filed with Legal Services)

1. Topographic Photo showing the existing sign location; and
2. Proposed new sign to be installed on the existing location.