



APPLICATION FORM FOR THE TOWN OF INGERSOLL PATIO ENCROACHMENT PROGRAM

This application form is intended for persons wishing to apply for the Patio Encroachment Program offered by the Town of Ingersoll.

The Applicant is required to provide appropriate answers to all questions on the application form. The application will not be accepted if all prescribed information is not provided.

SUBMISSION OF APPLICATION

Please submit the completed application form and other information as set out herein to:

Town of Ingersoll
Clerk's Department
130 Oxford Street, 2nd Floor
Ingersoll, ON
N5C 2V5

Attention: Clerk's Department
clerks@ingersoll.ca

Application Form

Name of Business:	
Address:	
Main Contact Person:	
Phone:	
Email:	

Terms and Conditions

Please indicate that you have read and understand the Town of Ingersoll Patio Encroachment Program Guidelines as they relate to location, design, and use of municipal space.

_____ Please Initial

Location

Please indicate which option you are applying for:

- Street Side Patio** – The patio will be located within an on-street parking space(s) located in front of your business

- Sidewalk Bump Out** – The patio will be located immediately adjacent to your business, and the pedestrian sidewalk swings out and around the patio in a bump out installed in an on-street parking space(s).

- Municipal Parking Lot** - The patio will be located in a municipal parking lot located near your business.

Application Documents Attached

Prepare plans and drawings of the proposed pop-up installation(s) with dimensions in accordance with the Design Criteria FOR Patio Encroachments. (Note: plans and drawings must be prepared by a qualified designer with a Building Code Identification Number (BCIN) or an architect and stamped by a P. Eng.).

Applicant Name: (print) _____

Applicant Signature: _____

Date: __ / __ / __

THIS AGREEMENT was made in triplicate this ____ day of _____ 202__.

BETWEEN:

THE CORPORATION OF THE TOWN OF INGERSOLL

hereinafter known as "the Corporation"

- AND -

(Business Name)

hereinafter known as "the Licensee"

INTRODUCTION

1. The Licensee has applied to the Town of Ingersoll ("The Town") for permission to occupy part of the sidewalk, curbside parking space or other municipal land in the Town of Ingersoll described in **SCHEDULE "A"**, "the parcel", to operate a temporary patio in conjunction with the abutting lands described in **SCHEDULE "B"**, of the Corporation have now leased by the Licensee.
2. The Town agreed to grant the permission upon the terms and conditions in this agreement and upon the basis of the Corporation's drawing attached as **SCHEDULE "C"**.
3. The Licensee agrees to conform to the Town's Guidelines for Temporary Patios as attached in **SCHEDULE "E"**.

AGREEMENT

In consideration of the payment of the license and other fees and deposits, and the terms and conditions of this agreement, the parties agree:

1. That the Corporation permits the Licensee to occupy and use the parcel of land for the purpose of operating a temporary patio eating establishment.
2. That the Licensee agrees:

- a) Not to use or permit the parcel of land to be used for any purpose other than an eating establishment or cafe in conjunction with the business carried on in the abutting above-described property leased by the Licensee;
- b) To indemnify and save harmless the Corporation against all actions, suits, claims and demands that may be brought against the Corporation and against all loss, costs, charges or expenses whatsoever for damage to property or injury (including death) to any person or persons that may be incurred, sustained or paid by the Corporation by reason of the presence or operation of the temporary Patio on the parcel by the Licensee,
- c) To provide and maintain public liability and property damage insurance (in a form containing endorsements naming the Corporation as an additional named insured and providing a cross-liability clause) in the amount of FIVE MILLION DOLLARS (\$5,000,000.00) and satisfactory to the Town Solicitor. A certified copy of the said insurance policy shall be filed with the Town Clerk before receiving approval to occupy the subject space identified in **SCHEDULE "C"** and maintain said insurance during the term of this agreement;
- d) To be solely responsible for all costs in connection with the establishment and operation of the temporary patio. Without limitation, the Licensee shall reimburse the Corporation for all costs incurred by the Corporation in the removal by the Corporation of any moveable planters, street furniture and other items to accommodate the creation of the temporary patio;
- e) To install any hold-down bolts or brackets to the satisfaction of the Town Engineer and so that they will not interfere with pedestrian traffic when tables are not in place;
- f) To prevent the littering of the parcel, the adjoining streets, and other public and private property and to collect such litter from all of these places resulting from the operation of the temporary patio;
- g) To comply with all police, fire and sanitary regulations and by-laws, laws, ordinances, regulations and orders imposed by the Corporation, the Alcohol and Gaming Commission of Ontario, and any other provincial or federal authority to observe and obey the regulations and other requirements governing the conduct of the Licensee's use of the parcel and to save harmless the Corporation from any damages, charges, actions or costs for non-compliance and any liability for costs or other charges for damage to property or injury (including death) to any person or persons arising from the use of the parcel;
- h) To prohibit and to advise patrons of the prohibition of all smoking within the limits of the temporary patio;
- i) To post no smoking signs in accordance with the Town of Ingersoll Smoking Bylaw in conspicuous locations within the limits of the temporary

patio;

- j) To comply with and to enforce compliance with the Town of Ingersoll Noise By-law for the temporary patio;
- k) That the Licensee and/or a patron may be fined for any violation of the Town of Ingersoll Noise By-law pursuant to the Provincial Offences Act;
- l) To provide an architectural design of the temporary patio to the satisfaction of the Town Engineer;
- m) To furnish and maintain at its sole expense any plants and flowers in connection with the establishment and operation of the temporary patio; the Licensee shall bona fide protect all trees, existing plantings and municipal "street furniture" in the public right-of-way. Nothing is to be attached by any means to trees;
- n) At its sole expense, to repair and maintain the surface of the parcel throughout the term of this agreement and, upon termination of this agreement, to vacate and to restore the parcel to the satisfaction of the Town Engineer;
- o) Not to make, provide or install any holes or lag bolts unless pre-approved by the Town Engineer;
- p) Not to assign or sublet this agreement or the use of the parcel without the consent of the Corporation; it being acknowledged that such consent may be arbitrarily refused by the Corporation in its sole and uncontrolled discretion. Provided, however, the temporary patio permission and this agreement shall be assignable to and assumable by a bona fide mortgagee or chargee of the Licensee's lease of the lands known municipally as (civic address);
- q) To assume responsibility and to pay for any additional costs or charges that the Corporation, EARTH Corporation., Bell Telephone or Union Gas may incur in the future installation or relocation of their services or utility plants due to the establishment and operation of the temporary patio;
- r) To pay any and all costs incurred by the Corporation for the clean-up of debris in, on and around the area of the parcel;
- s) That the parcel shall be enclosed with a railing of a maximum of 42 inches (106.68 cm) in height;
- t) That there shall be no structures, equipment or furniture fastened to the sidewalk, other than the railing, without the prior approval of the Town Engineer;
- u) To provide a minimum clear width of aisle for pedestrians using the adjoining sidewalk of at least seven and a half feet (2.4 metres) with all

queuing of its patrons to be accordingly directed by the Licensee's staff;

- v) That no advertising boards or plaques shall be permitted in the temporary patio enclosure on the adjoining sidewalk or permitted on the railing save and except for a menu to be placed on and parallel to the enclosure or to be totally within the enclosure for the temporary patio;
- w) That the hours of operation of the temporary patio shall be limited to the hours between 10:00 a.m. and 11:00 p.m. daily;
- x) That upon the close of business each day all chattels, equipment and furniture are removed from the temporary patio and secured to the satisfaction of the Corporation;
- y) That there shall be no obstruction, encumbrance or interference to any entrance to the building, any building in the vicinity of the temporary patio and the sidewalk area surrounding the temporary patio and specifically not to permit the placement of "sandwich board" signs, planters or to allow bicycles to be affixed to or leaned against the temporary patio railing;
- z) To pay the Application Fee shown on **SCHEDULE "D"** together with any appropriate land taxes that may be assessed, and;
- aa) To permit one (1) annual inspection of the premises by the By-law Enforcement Office.

3. Annual Application Fee

- a) That the annual application license fee, "the fee", for the initial year of this agreement, as established by the Council of the Corporation, shall be paid on the earlier of the execution of this agreement or the date of entry upon the temporary patio area by or for the Licensee.
- b) That the fee for the subsequent years will be applied in accordance with the approved fee under the current Fees and Charges By-Law as approved by the Council of the Corporation of the Town of Ingersoll,
- c) The fee for subsequent years shall become due upon application from the Licensee;
- d) That the Licensee shall pay to the Corporation an application fee as shown on SCHEDULE "D".

4. Building Permit Fee

- a) That the Licensee shall be responsible for the cost of obtaining a building permit from the Town's Building Department, in accordance with the Fees and Charges by-law as approved by the Council of the Corporation of the Town of Ingersoll;
- b) That a building permit shall only be required upon receipt of the initial

temporary patio application unless the Licensee amends the location, size, and configuration of the temporary patio, in which case the Licensee is required to obtain a new permit from the Building Department.

5. Late Payments

- a) That the Licensee shall pay to the Corporation late payment charges calculated at the rate of 1.25% compounded monthly (effective annual interest rate of 16.1%) on the amount of any fee or other payment that is not paid when required by the terms of this agreement, and
- b) That the payment of any fees, taxes, rates, charges or other expenses under this agreement, together with interest, may be enforced and recovered by the Corporation in the same manner as realty taxes.

6. General Terms

- a) That this agreement shall take effect on the date it is signed by both parties and shall remain in effect until the date shown on **SCHEDULE "D"**, subject to earlier termination by the Corporation in the event of the Licensee's breach of any terms of this agreement or as, otherwise, provided herein.
- b) The permission granted shall extend only from April 15 to October 15 of each year during the term of this agreement; the Licensee shall remove all chattels, equipment, fixtures and furniture from the parcel, restore it to the satisfaction of the Town Engineer, vacate the parcel, and deliver vacant possession of it to the Corporation on October 15 of each year.
- c) That upon the termination of this agreement, the Licensee shall remove all chattels, equipment, fixtures and furniture from the parcel, restore the parcel to the satisfaction of the Town Engineer, vacate the parcel and deliver vacant possession of it to the Corporation.
- d) That all notices, demands and requests that may be or are required to be given under the provisions of this agreement by either party to the other shall be in writing and may be mailed or delivered and shall be addressed, in the case of the Licensee, to the Licensee at the address for the establishment and, in the case of the Corporation, to the Town Clerk, Town Centre, 130 Oxford Street, 2nd Floor, Ingersoll, Ontario N5C 2V57, or to such other address as the parties may, from time to time, designate by written notice to the other party.
- e) That this agreement may be terminated at any time by fourteen (14) days written notice given by the Licensee to the Corporation or by the Corporation to the Licensee. Upon such notice having been given and on the expiration of the fourteen (14) days, this agreement shall terminate, whereupon the Licensee shall forthwith deliver vacant possession of the parcel as set out in paragraph nine.

- f) If, due to any emergency, vacant possession of the parcel is required by the Corporation for the purpose of installing, repairing or maintaining water mains or pipes, wires, conduits, sewers, pipes or other public services or utilities and upon receiving notice from the Corporation, the Licensee shall immediately deliver vacant possession of the parcel to the Corporation and remove all chattels, equipment and fixtures from it; provided that, if the Licensee fails so to do, the Licensee shall pay to the Corporation any costs or additional costs, expenses or damages incurred by the Corporation by reason of the failure to so remove all chattels, equipment and fixtures. Such notice shall not terminate but shall only constitute a temporary suspension of the agreement, which shall otherwise remain in force. Following the completion of such work, this agreement shall again be in full force.
- g) That, if the Corporation at any time exercises its power or right to terminate or suspend this Agreement, the Corporation shall not be liable to pay any compensation for any loss, costs or damages that may be suffered or incurred by the Licensee or any person claiming under it by reason of such termination or suspension.
- h) That, if vacant possession of the parcel is not given to the Corporation or the chattels, equipment and fixtures not removed from it in accordance with the terms of this agreement, the Corporation shall have the right to enter upon the parcel and remove the chattels, equipment and fixtures at the expense of the Licensee. Payment of all such expenses, including storage charges incurred, may be enforced by the Corporation in the same manner as realty taxes.
- i) That, if the Licensee is delinquent in the payment of any fees or assessments levied by the Corporation pursuant to any agreement or work carried out by the Corporation, the Town Engineer is authorized to remove the Temporary patio and restore the area to its original condition at the entire expense of the Licensee and charge the expense against the property in a like manner as realty taxes, if payment of any invoice for the removal is not made within ninety (90) days of the invoice date.
- j) Notwithstanding any other right or remedy of the Corporation, the Corporation may cancel this agreement and the Town Engineer is authorized to remove the temporary patio and restore the area to its original condition at the entire expense of the Licensee, and charge the expense against the property in a like manner as realty taxes, if payment of any fee, deposit, or other payment required by this agreement, or interest charge on any of these, is not made within fifteen (15) days of the due date, or if the Licensee remains in violation of any other term or condition of this agreement after being given thirty (30) days' notice of such violation.
- k) **SCHEDULES "A", "B", "C", "D and "E"** are attached to and form part of this agreement.
- l) The Council, the Town Engineer, the Town Solicitor and the Town Clerk are

those of the Corporation.

- m) This agreement shall be binding upon and ensure to the benefit of the parties to it, and their respective heirs, personal representatives, successors and permitted assigns. It is acknowledged that, if the Licensee sells, conveys, transfers, assigns or enters into an agreement for the sale, the assignment or transfer of any title to or interest in part or all of the **SCHEDULE "A" or "B"** lands (as the case may be) to a purchaser, assignee or transferee not approved of in writing by the Corporation, the Corporation, in its sole discretion, may forthwith terminate this agreement or demand the immediate removal of the temporary patio or forthwith revoke the permission granted for the temporary patio, and may enter upon the **SCHEDULE "A" and "B"** lands in whole or in part and remove the temporary patio and restore the **SCHEDULE "A"** lands and the expense of such removal and restoration shall be paid by the Lessee or by such unapproved purchaser, assignee or transferee forthwith on demand. At the Corporation's option, the payment of such expense may be enforced in the same manner as realty taxes payable in respect of the **SCHEDULE "B"** lands, together with interest thereon at the rate of 1.25% compounded monthly (16.1% equivalent annual rate). The Corporation shall not be liable to pay any compensation for any loss, costs or damages that may be incurred by the Licensee, the Owner or by such unapproved purchaser, assignee or transferee by reason of such termination, demand, revocation, entry, removal or restoration.

THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT as of the day and year first written.

THE CORPORATION OF THE TOWN OF INGERSOLL

Mayor, Brian Petrie

Clerk, Danielle Richard

(BUSINESS NAME)

Name:
Title

I have the authority to bind the Organization

SCHEDULE "A"

A parcel of land 5.22 metres (17 feet 1% inches) long by 1.32 metres (4 feet 4 inches) at its widest point upon the Street road allowance adjacent to the south wall of the tenancy described in SCHEDULE 'B' but not encroaching upon a 2.44 metre (8 foot) setback from the back of curb along the Street. The said length of parcel shall be located such that its point of commencement and termination shall be immediately adjacent to the interior walls that define the tenancy.

A second parcel of land 9.30 m (30 feet 6 inches) by 2.93 metres (9 feet 6 inches) at its widest point upon the Street road allowance adjacent to the east wall of the tenancy described in SCHEDULE 'B' but not encroaching upon a 2.44 m (8 foot) setback from the back of curb along the Street. The said length of parcel shall be located such that its point of commencement and termination shall be immediately adjacent to the interior walls that define the tenancy.

SCHEDULE "B"

The lands municipally known as:

SCHEDULE "C"
Drawing

SCHEDULE "D"

TERM OF AGREEMENT	April 15, 202(X) to October 15, 202(X)
APPLICATION FEE	\$50.00