

**CORPORATION OF THE MUNICIPALITY OF WEST GREY**

**BY-LAW NUMBER 57 - 2013**

**BEING** a By-law to approve Sidewalk Patio Agreement and Sidewalk Patio Application templates;

**WHEREAS** the Council of the Municipality of West Grey deems it necessary and in the public interest to approve Sidewalk Patio Agreement and Sidewalk Patio Application templates.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOWS:**

1. That the Sidewalk Patio Agreement and Sidewalk Patio Application templates attached hereto as Schedule "A" and forming part of this by-law, are hereby approved.
2. THAT this by-law shall come into force and take effect on the date of its final passing.

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Read a first and second time this 15<sup>th</sup> day of July, 2013.

Read a third time and finally passed this 15<sup>th</sup> day of July, 2013.

(SIGNED)  
Kevin Eccles, Mayor

(SIGNED)  
Mark Turner, Clerk/Acting CAO

**SCHEDULE “A” TO BY-LAW NUMBER 57 - 2013**

**MUNICIPALITY OF**



**SIDEWALK PATIO AGREEMENT &  
SIDEWALK PATIO APPLICATION TEMPLATES**

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_ 2013.

**BETWEEN**

**THE CORPORATION OF THE MUNICIPALITY OF WEST GREY**

Hereinafter called "Lessor"

OF THE FIRST PART

**AND**

**"INSERT NAME/BUSINESS"**

Hereinafter called "Lessee"

OF THE SECOND PART

**WHEREAS** the Council of the Municipality of West Grey on (Insert Date) , approved the entering into of an agreement permitting the Lessee to maintain and use a portion of the right-of-way along the frontage of (Insert Location) , in the Municipality of West Grey, for a sidewalk patio, conditional upon the Lessee entering into an Agreement with the Lessor on the following terms and conditions agreed to by the Lessee and the Lessor;

**NOW THEREFORE**, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor doth demise and permit the use by the Lessee of the said sidewalk;

1. The Lessee shall be permitted to use a portion of the right-of-way in front of the premises known municipally as (INSERT LOCATION) for the purpose of a sidewalk patio generally in accordance with the plan attached hereto, marked as Schedule "A" which forms part of this agreement.
2. The terms of this agreement shall be from (INSERT TERM DATES OF AGREEMENT) . Each year within this term, the sidewalk patio may operate from May 1<sup>st</sup> to October 31<sup>st</sup> inclusive, provided that the Lessor or Lessee does not give thirty (30) days notice to terminate.
3. The Lessee agrees to close the sidewalk patio by 10:00 p.m.
4. The Lessee shall erect and construct the sidewalk patio in accordance with West Grey requirements to the approval of the Director of Infrastructure and Public Works, or individual delegated approval authority by the Director of Infrastructure and Public Works.
5. The Lease shall not be transferable and shall be applicable only in respect of the area shown in the plan attached hereto and marked as Appendix "A".
6. The Lessee agrees to maintain the leased area and to perform any construction on the leased area at the Lessee's expense to the satisfaction of the Lessor, specifically in accordance with the provisions of the application and the plan approved by West Grey Council and attached hereto. The Lessee agrees that any construction work undertaken shall be in accordance with the Ontario Building Code and to obtain a building permit where applicable. No fence or other feature shall be attached to the municipal sidewalk without the permission of the Municipality of West Grey.
7. The Lessee agrees that the plan attached to this Lease shall provide for accessibility by the physically disabled, the convenience and safety of patrons and free and clear pedestrian movement. The Lessee agrees to maintain a minimum four foot sidewalk for safe passage of pedestrians around the proposed sidewalk patio.

8. The leased area, including any tables, stands, booths, structures, shall be kept in a neat and clean condition at all times by the Lessee and the Lessee shall prevent, where possible, the throwing of litter on the leased area or adjacent properties or street. The Lessee agrees that the sidewalk patio area and abutting premises shall be maintained by the Lessee so that it receives daily washing for each day or evening of operation.
9. The Lessee agrees that the leased area shall be used or occupied in accordance with the approved plan and operated in accordance with the terms and conditions of this agreement.
10. In the event that the leased area is not used for the purpose proposed for a period of fifteen (15) days, the Lessee shall be required to remove all features from the municipal sidewalk.
11. The Lessee agrees that the use of the leased space shall not be conducted in a noisy manner such as would interfere with other businesses and residents in the area or interfere with or obstruct pedestrians. Without restricting the above, the Lessee covenants and agrees to conform with the Municipality of West Grey Noise Bylaw and all other municipal bylaws and statutes, failing which the Lease is subject to review and cancellation.
14. The Lessee agrees to provide an endorsement for public liability insurance in the amount of \$2,000,000 (Two Million Dollars), naming the Municipality of West Grey as a co-insured, and to indemnify and save harmless the Municipality of West Grey in respect of any claim, action or suit that might arise as a result of this Lease and the use of West Grey property.
15. Where the proposed use of the leased sidewalk area is for a licensed patio café, the Lessee agrees that the regulations prescribed by the Alcohol & Gaming Commission of Ontario shall be adhered to with respect to design and capacity and hours of closing unless otherwise stipulated by the Lessor.
16. The Lessor shall enforce the revocation of this sidewalk patio lease agreement after any breach of the Liquor License laws of Ontario.
17. The Lessee agrees that any displays or encumbrances on West Grey property shall be removed no later than October 31<sup>st</sup>, in each year and that at all times when the sidewalk patio is not in operation during the period November 1<sup>st</sup> to April 30<sup>th</sup> inclusive.
18. The Lessee agrees with the Lessor that the Lessor may terminate this Lease based upon the following procedure: The Lessee shall be given one (1) days notice of failure to comply with the terms of this Lease. Failing correction or subsequent breach of this Lease on the same terms, the Lessor may forthwith terminate this Agreement. The Lessor may remove any furnishings at the expense of the Lessee.
19. The Lessor may terminate this Lease on fifteen (15) days notice in the event that the property is required for any municipal purposes.
20. The Lessee agrees to permit and facilitate access by the Municipality of West Grey and other public utilities to do necessary work on services within the right-of-way.

**IN WITNESS WHEREOF** the parties hereto have affixed their signatures as duly attested by the hands of their proper signing officers authorized in that behalf.

**SIGNED, SEALED AND DELIVERED**  
in the presence of

**THE CORPORATION OF THE  
MUNICIPALITY OF WEST GREY**

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Ken Gould, Director of Infrastructure and  
Public Works

**PROPRIETOR**

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**APPENDIX "A"**

**SIDEWALK PATIO PLAN**