

**TOWN OF RENFREW**  
**ACKNOWLEDGEMENT AND WAIVER – MINOR ENCROACHMENT ONTO TOWN PROPERTY**  
**(DOWNTOWN)**

I, \_\_\_\_\_ am the Owner/Tenant of the premises at \_\_\_\_\_ (Address), and wish to use the Town's property/right-of-way as a **minor encroachment** for the purposes of a \_\_\_\_\_ (state purpose of the encroachment). I acknowledge and understand that my use of the Town's right-of-way for a minor encroachment is subject to the following terms and conditions:

1. The encroachment may only operate from April 15 to October 1 annually, and shall be removed in its entirety outside of this time period.
2. The encroachment shall be removed at close of business daily (e.g., retail displays and sidewalk cafes brought wholly inside the store at closing).
3. Both daily (while closed) and off-season storage of encroachment materials within the right-of-way shall not be permitted.
4. The encroachment shall extend no greater than approximately 1.0 metre from the building occupied by the business, and may not extend parallel beyond the frontage of the business.
5. No umbrellas shall be permitted.
6. No cords or wires including electrical or telecommunication cords shall be permitted.
7. The area shall not be enclosed or otherwise delineated from the rest of the sidewalk.
8. A minimum 1.8 metre clear pedestrian path must be maintained on the sidewalk at all times.
9. A minimum overhead clearance of 2.5 metres must be maintained in the clear pedestrian path at all times.
10. Sandwich boards or "A-Frame" signs shall require a sign permit, may not obstruct the 1.8 metre clear pedestrian path, and may not be placed closer than 1.0 metre from the edge of curb, or such other distance as shall be specified in the approved sign permit.
11. The encroachment shall not interrupt pedestrian or vehicular sightlines, or block street signage or access to streetscape amenities (seating, waste receptacles, etc.)
12. The encroachment shall not operate beyond the hours of operation of the associated business
13. Outdoor music shall cease at 10:00 PM, or in accordance with the noise by-law, whichever standard is more restrictive.
14. The Owner/Tenant operator shall ensure that the encroachment area and associated furnishings are kept clean and in a state of good repair at all times.
15. The Owner/Tenant shall keep in good condition all Town property, including any alterations made thereto, and shall with or without notice to the Owner/Tenant, promptly make all necessary repairs/replacements, as determined by and to the satisfaction of the Town. Costs incurred by the Town related to the encroachment, including maintenance and repairs to Town property, shall be recouped by the Town using all means available, including by addition to the tax roll of the Owner/Tenant's property.
16. The Owner/Tenant shall immediately give written notice to the Town of any substantial damage that has occurred to Town property from any cause related to the encroachment.
17. Before operating the proposed encroachment, the Owner/Tenant agrees to provide the Town with proof of liability insurance covering the proposed encroachment, which shall be to the Town's satisfaction.
18. The Owner/Tenant shall, at its own cost, ensure that all required approvals are in place, including any permits and licenses required from the Alcohol and Gaming Commission and/or the Liquor Control

Board of Ontario, for the intended use of the encroachment.

- 19. The Owner/Tenant shall permit the Town or a person authorized by it to enter onto the premises at any reasonable hour to conduct an inspection to determine compliance with the terms and conditions of this Acknowledgment and Waiver.
- 20. The Owner/Tenant acknowledges that should the property be sold or leased, the new owner or tenant will be required to sign a new Acknowledgement and Waiver and that, for greater certainty, this Acknowledgement and Waiver is not transferable to any other party.
- 21. The Owner/Tenant acknowledges and agrees that failure to comply with any term or condition herein may result in the Town taking such action to enforce compliance, as deemed appropriate by the Town.
- 22. Notwithstanding any other term or condition in this Acknowledgement and Waiver, permission to maintain the said encroachment shall be terminated upon the Town giving thirty (30) days written notice to the Owner/Tenant that the lands occupied by the encroachment are required for municipal purposes. Further, the Owner/Tenant shall immediately remove the encroachment on a temporary basis upon notification from the Town in the event of immediate need for municipal purposes (e.g., emergency maintenance). In both circumstances the Owner/Tenant shall restore the Town property occupied by the encroachment to the satisfaction of the Town at the Owner/Tenant's expense.
- 23. By using the Town's property/right-of-way, the Owner/Tenant 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 property related in any manner to the encroachment and the use thereof by the Owner/Tenant and members of the public.

I, \_\_\_\_\_ of the \_\_\_\_\_ (Town/City) in the \_\_\_\_\_ (Province) solemnly declare that all of the information and the statements contained in this Acknowledgement and Waiver are true, and I (we), make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

DECLARED before me at the \_\_\_\_\_ of \_\_\_\_\_ in the County of Renfrew this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner/Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness