

The Corporation of the Municipality of Brockton



By-Law 2020-118

Being a By-Law to Enter into an Encroachment Agreement with Charlene Fletcher.

Whereas the *Municipal Act, R.S.O. 2001, S.O. 2001, Chapter 25*, Section 9, as amended assigns to Municipal Councils the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under the Act or any other Act which includes the hiring of employees; and

And Whereas the Owner, Charlene Fletcher, of a residence located at 303 Jane Street in the Town of Walkerton within the Municipality of Brockton desires to widen the driveway by increasing installing a retaining wall to 7 feet and length to 22 feet; therefore increasing the encroachment 15 feet and in doing so, altering a portion of the bank above the retaining wall to a 2:1 slope approximately 1 foot from the neighbouring property and 7 feet from the edge of the travelled portion of Jane Street;

And Whereas the Council of The Corporation of the Municipality of Brockton deems it expedient to enter into an Encroachment Agreement with Charlene Fletcher;

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That the Council of The Corporation of the Municipality of Brockton hereby enter into an Encroachment Agreement attached hereto and that this Encroachment Agreement be marked as Schedule "A" to this By-Law and shall form an integral part of this By-Law;
- 2.0 That the Mayor and Clerk be and are hereby authorized on behalf of the Corporation to sign this Agreement and any other related documentation;
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "303 Jane Street Encroachment Agreement By-Law".

Read, Enacted, Signed and Sealed this 13th day of October, 2020.

Mayor – Chris Peabody

Clerk – Fiona Hamilton

Schedule “A” to By-Law 2020-118

This Agreement made this 13th day of October, 2020.

Between:

The Corporation of the Municipality of Brockton
Hereinafter referred to as “The Municipality” of the First Part

And

Charlene Fletcher
Hereinafter referred to as “The Licensee” of the Second Part

Whereas the Licensee is the registered owner of lands and premises described as PT LT 68 S/S JANE ST, 69 S/S JANE ST PL 7 AS IN R223614 S/T & T/W R223614; BROCKTON and bearing parcel identifier number 33203-0101 and known municipally as 303 Jane Street, Walkerton, Ontario.

And Whereas the owner of said lands wishes to erect a retaining wall which encroaches upon Jane Street R.O.W. as depicted on the plan “Proposed Retaining Wall 303 Jane Street Town of Walkerton Municipality of Brockton” by Cobide Engineering Inc Drawing Number 02516-SP1 revised October 1, 2020 attached hereto as Schedule “A” to this agreement;

And Whereas the Licensee is requesting permission from the Municipality of Brockton to maintain the said encroachment on Jane Street as set out in the attached plan and marked as Schedule “A” to this agreement.

Now Therefore This Agreement Witnesseth that in consideration of the premises and the covenants and agreements hereinafter contained on the part of the Licensee to be observed, fulfilled and performed, the Municipality of Brockton hereby grants to the Licensee (insofar as the Municipality can legally do so) permission to encroach on Jane Street and to maintain the encroachment as hereinafter set out.

And in Consideration of the granting of such permission, the Licensee hereby covenants and agrees with the Municipality of Brockton as follows:

1. That nothing herein contained shall be construed as giving to the Licensee anything more than permission (insofar as the Municipality can legally do so) to maintain the encroachment in its proposed position as shown on Schedule A.
2. In the event of the Municipality at any time undertaking the widening of the said Jane Street and in connection therewith requiring the removal of the encroachment the Municipality shall not be liable to pay any compensation whatsoever for or in respect to the encroachment upon or over the said street and the Licensee at his own cost and expense and to the satisfaction of the Municipality shall remove the encroachment from the said Jane Street.
3. In the event of the Licensee transferring or selling the land mentioned herein or any part thereof, the Licensee shall forthwith notify in writing the Clerk of the Municipality of such transfer or sale together with the name and address of the transferee or purchaser.
4. That all such costs, charges and expenses so paid or incurred by the Municipality as aforesaid shall form and constitute a charge or lien on the said lands until fully discharged by payment thereof.
5. The Licensee further agrees that they will make no change to the existing structure within the encroachment area.
6. The Licensee further agrees that should the portion of the building encroaching on Jane Street be removed or destroyed, for whatever reason or cause, the Licensee will not reconstruct on the encroachment area.

7. That this agreement may be registered against the said lands and that the costs of preparation and registration of the same shall be paid by the Licensee.
8. That for the purpose of this agreement notice may be given to the Licensee by mailing the same postpaid and addressed to the Licensee at his address last known to the said Municipal Clerk.
9. The Licensee will always indemnify and keep indemnified the Municipality against all actions, suits, claims and demands which may be brought against or made upon the Municipality and against all loss, costs, damages, charges or expenses whatsoever of the encroachment over and upon the said Jane Street or otherwise by reason of the exercise by the Licensee of the permission hereby granted to maintain the encroachment over and upon the said Jane Street and the Licensee hereby grants to the Municipality full power and authority to settle any such actions, suits, claims and demands on such terms as the Municipality may deem advisable and hereby covenant and agrees with the Municipality to pay to the Municipality on demand all moneys paid by the Municipality in pursuance of any such settlement and also such sum as shall represent the reasonable costs of the Municipality or its solicitor in defending or settling any such actions, suits, claims or demands.
10. That this agreement and everything herein contained shall respectively enure to the benefit of and be binding upon the said parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

In Witness Whereof the Parties hereto have hereunto executed this Agreement.

The Corporation of the Municipality of Brockton

Per: _____
Mayor – Chris Peabody

Per: _____
Clerk – Fiona Hamilton

We have the authority to bind the Corporation.

Signed, Sealed and Witnessed in the Presence of:

Per: _____
Witness - _____

Per: _____
Owner - Charlene Fletcher

Schedule “B”
Schedule for Description

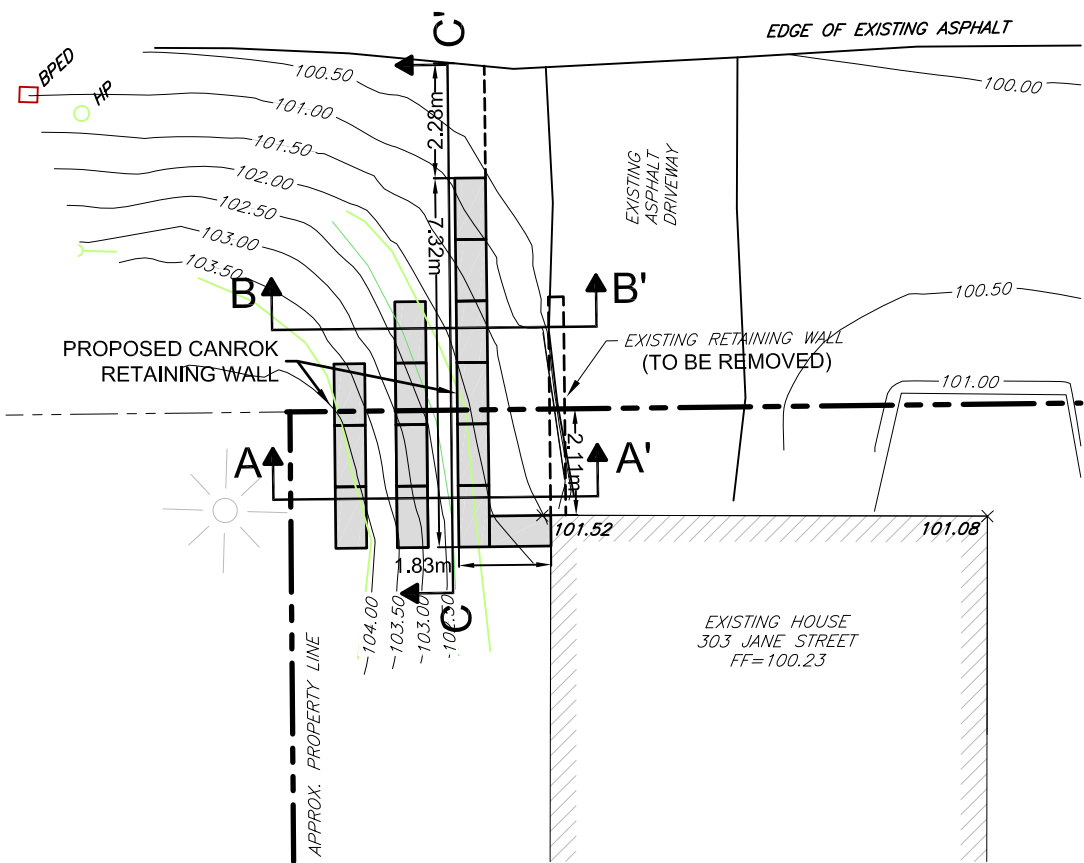
PT LT 68 S/S JANE ST, 69 S/S JANE ST PL 7 AS IN R223614 S/T & T/W R223614; BROCKTON and bearing parcel identifier number 33203-0101

\\SERVER\Cobide\Roberts\02516 - 303 Jane St. Retaining Wall Review\Drawings\Working Drawings\Proposed Retaining Wall 2020-09-23.dwg

LEGEND

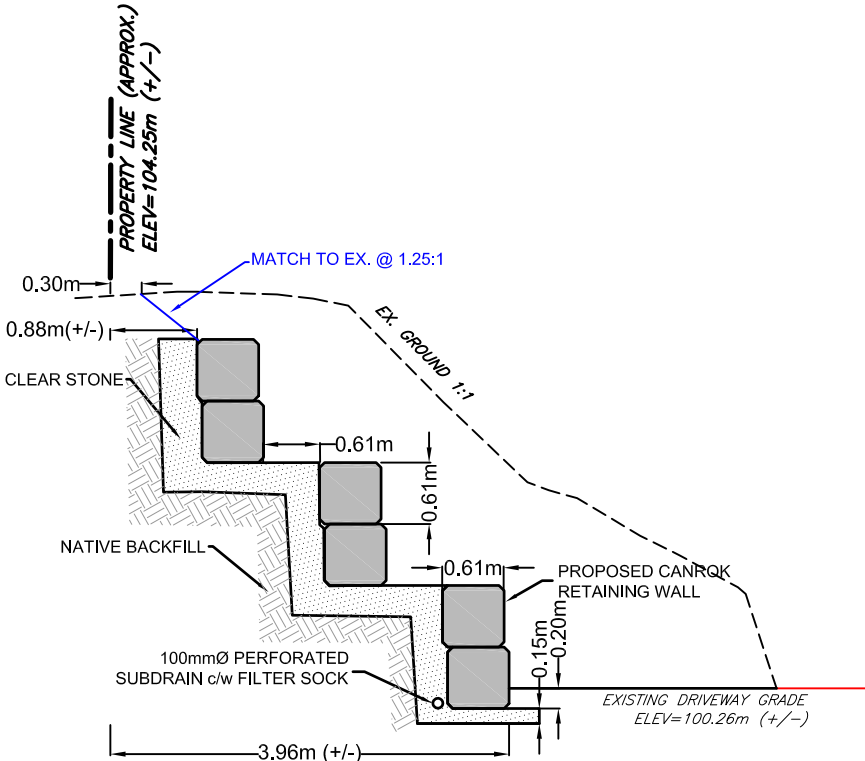
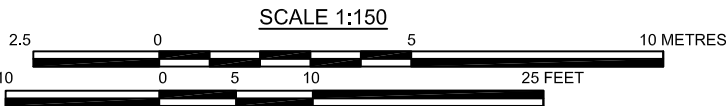
- APPROXIMATE PROPERTY BOUNDARY
- EXISTING HYDRO GUY WIRE
- HP EXISTING HYDRO POLE
- BPED EXISTING TELEPHONE PEDESTAL
- ⊙ FIR .25 EXISTING CONIFEROUS TREE AND DIAMETER
- ✕ REMOVAL
- 299.20 PROPOSED ELEVATION
- 299.10 ✕ EXISTING ELEVATION
- 340.50 EXISTING CONTOUR

JANE STREET



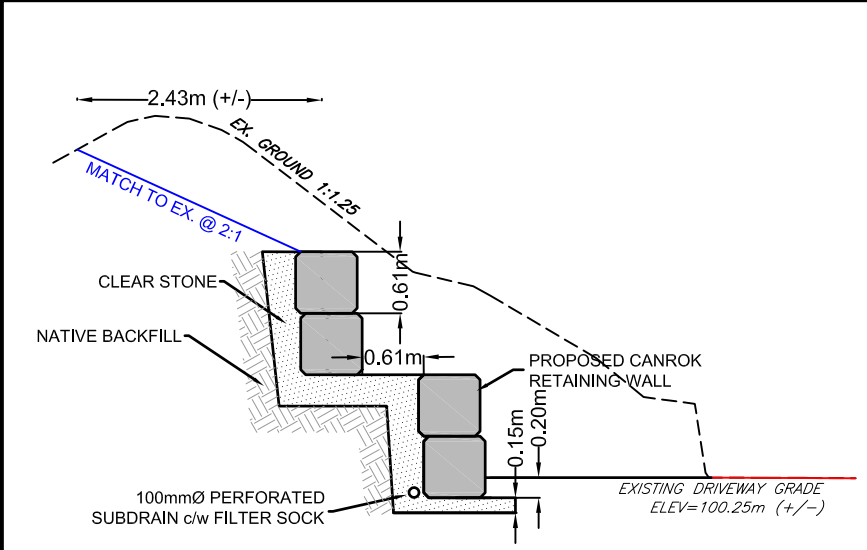
PLAN VIEW

SCALE 1:150



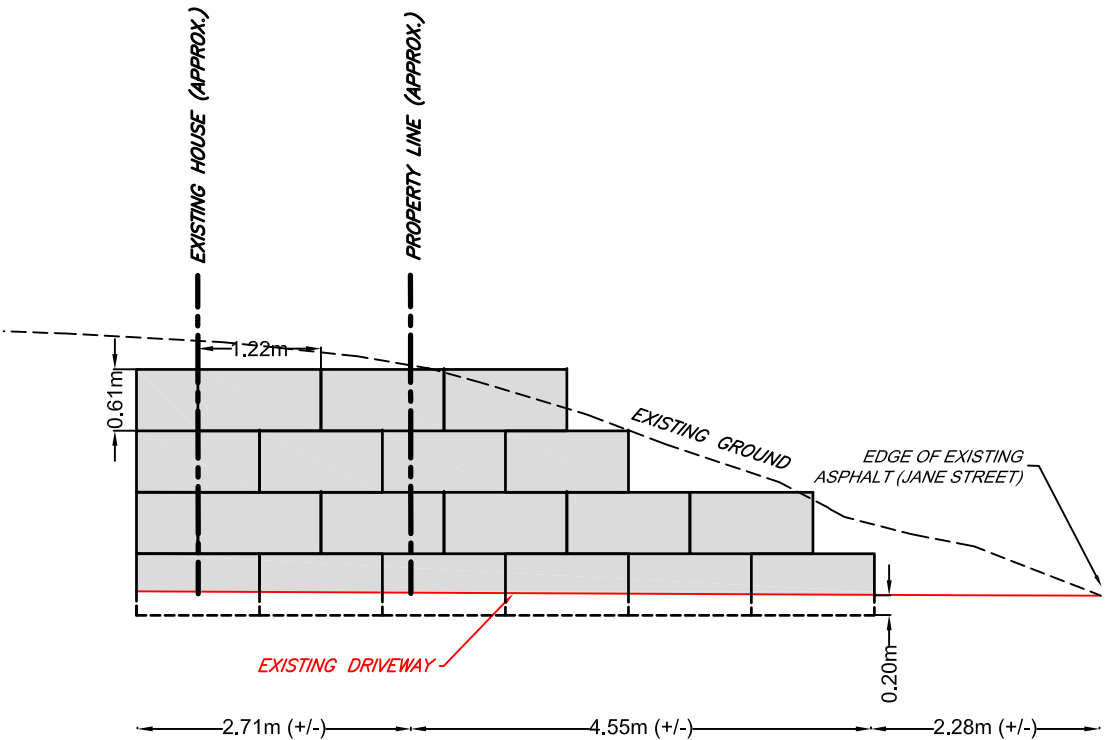
SECTION A-A'

SCALE 1:75



SECTION B-B'

SCALE 1:75



SECTION C-C'

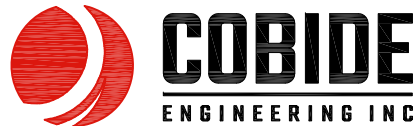
SCALE 1:75

No.	DATE	DESCRIPTION	BY	APPD
1	OCT 01/20	PRELIMINARY SUBMISSION	SJC	SJC

REVISION / ISSUE

Title: PROPOSED RETAINING WALL
303 JANE STREET
TOWN OF WALKERTON
MUNICIPALITY OF BROCKTON

Client: -

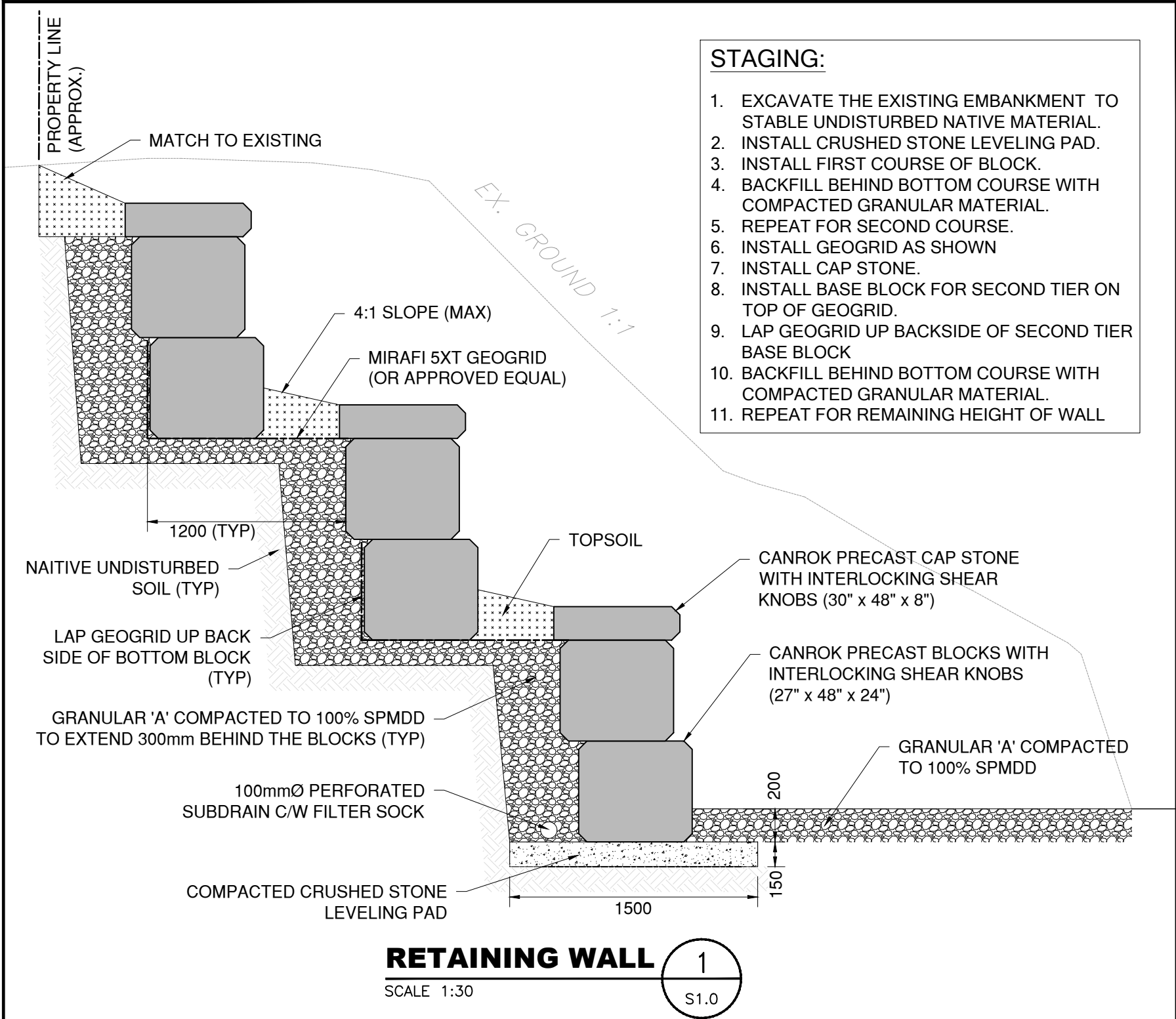


517 10th St, Hanover, ON N4N 1R4
Telephone: (519) 506-5959
www.cobldeeng.com

Design:	SJC	Scale:	AS SHOWN
Drawn:	JAF	Approved:	
Checked:	SJC		
Date:	AUG 2020		

Design Engineer

DRAWING No. 02516-SP1



GENERAL NOTES:

1. BEFORE PROCEEDING WITH THE WORK, CHECK AND VERIFY ALL DIMENSIONS AND ALL ELEVATIONS SHOWN ON THE DRAWINGS AND REPORT AND DISCREPANCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ENVIRONMENTAL PROTECTION AND CONSTRAINTS DURING THE PERFORMANCE OF THE WORK.
3. ALL DIMENSIONS IN MILLIMETERS, UNLESS OTHERWISE NOTED.
4. THE USE OF THE TERM "TYPICAL" AND "(TYP.)" DENOTES A COMMON DIMENSION, FEATURE, FORM OF CONSTRUCTION AND SCOPE OF WORK, WHICH IS APPLICABLE TO OTHER LOCATIONS ON THE DRAWING (TO AVOID REPETITION).

CONSTRUCTION NOTES:

1. BEFORE STARTING WORK THE CONTRACTOR SHALL LOCATE ALL UTILITIES AND SHALL PROTECT THEM FROM DAMAGE.
2. ALL WORK SHALL MEET THE MINIMUM STANDARDS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (OHSa).
3. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.

SOILS CONDITION:

1. DESIGN BEARING PRESSURE AT ULTIMATE LIMIT STATES (uls) SHALL BE 180 kPa ON NATIVE UNDISTURBED MATERIAL AND AT SERVICE LIMIT STATES (sls) SHALL BE 120 kPa.

EXCAVATION, BACKFILL AND COMPACTION:

1. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL WORK COMPLIES WITH GOVERNING SAFETY STANDARDS.
2. THE BACKFILL SHALL NOT BE PLACED IN A FROZEN STATE OR MIXED WITH SNOW. BOTH THE NATURAL SUBSOIL AND COMPACTED BACKFILL MUST BE PROTECTED FROM FROST.
3. NO BACKFILL SHALL BE PLACED ON FROZEN GROUND. ALL MATERIALS WITHIN THE AREA DAMAGED BY FROST ACTION SHALL BE REMOVED AND REPLACED WITH NON-FROZEN COMPACTED SAND AND GRAVEL, AT NO COST TO THE OWNER.

DESIGN INFORMATION AND LOADING:

1. RETAINING WALLS WILL BE CONSTRUCTED USING CANROK STANDARD BLOCKS AND CAP STONES.
2. GRANULAR MATERIALS ARE TO BE COMPACTED TO THE REQUIREMENT OF THE ENGINEERED DRAWINGS.
3. PLACE BLOCKS IN ACCORDANCE WITH THE MANUFACTURER DIRECTIONS.
4. EACH SUCCESSIVE BLOCK COURSE SHALL BE OVERLAPPED.
5. ENSURE ALL BLOCKS ARE SET LEVEL.
6. PLACE GEOGRID (MIRAFI 5XT OR EQUIVALENT) ON TOP OF BLOCK AND ADJACENT FILL IN ACCORDANCE WITH MANUFACTURERS DIRECTIONS.
7. COMPACTED GRANULAR MATERIAL FOR EACH SUCCESSIVE LIFT TO BE PLACED PRIOR TO THE PLACEMENT OF THE SUBSEQUENT LIFT.
8. COMPACTION OF ALL GRANULAR MATERIAL TO BE VERIFIED.
9. RIGHT ANGLE CORNERS SHALL BE CONSTRUCTED USING CANROK CORNER BLOCKS.

REVISION SUMMARY:			
IS.	RV.	DATE	DESCRIPTION
02	00	2020-10-05	ISSUED FOR CONSTRUCTION
01	00	2020-10-02	ISSUED FOR CLIENT REVIEW



CLIENT:	COBIDE ENGINEERING INC. 517 - 10TH STREET HANOVER, ONTARIO
CLIENT REF. #:	
PROJECT:	PROPOSE RETAINING WALL 303 JANE STREET WALKERTON, ON

PROJECT NO:	020-079	OCT / 2020
DESIGNED BY:	BDF	
DRAWN BY:	BDF	
CHECKED BY:	BDF	
DRAWING NO:	S1.0	

TITLE:		PRECAST RETAINING WALL DETAILS & NOTES
SCALE:		1:30
ISSUE:		CONSTRUCTION
DATE OF:		OCT 2020
RV. #		0