
Office of Economic Development
Administration Centre
100 Dissette Street, Unit 4
Bradford, Ontario L3Z 2A7

www.gotobwg.ca
ecdev@townofbwg.ca
905-775-5366 x1310

Temporary Sidewalk Patio Application Package

The Temporary Sidewalk Patio Program is designed to provide restaurant owners operating in the downtown core with an opportunity to establish outdoor patios on sidewalks within the Town's road allowance to assist in their recovery from the economic impacts of the COVID-19 pandemic and to take advantage of the summer weather to offer outdoor dining space to their customers.

In locations where temporary sidewalk patios are permitted, the Town will erect barriers on the curb lanes of the adjacent street to accommodate pedestrian traffic.

There is no fee for this application. Completed packages (application + insurance certificate + sketch) are to be delivered to 100 Dissette Street, Unit 7 PLEASE USE THE DROPBOX LOCATED OUTSIDE THE MAIN DOORS. Once delivered, notify the Office of Economic Development using the contact information at the bottom of this page.

This application form must be completed in its entirety and submitted to the Town for consideration.

Complete and accurate submissions are required to ensure that the file can be processed. **Incomplete or inaccurate applications will be returned to the applicant for re-submission.** Except for required signatures, answers must be typed or neatly printed in dark ink, suitable for reproduction. All sections must be completed or marked "N/A" (not applicable), as the case may be.

The construction of any temporary patio or structure onto Town property may not proceed until the application form has been formally processed and approved by the Town of Bradford West Gwillimbury including execution of any encroachment agreement.

If at any time you have questions or concerns regarding your application, please contact the Office of Economic Development at ecdev@townofbwg.com or 905-775-5366 x 1310.

TEMPORARY SIDEWALK PATIO APPLICATION CHECKLIST

The following documents are required for the review and approval of a Temporary Sidewalk Patio on sidewalks within the downtown core of Bradford West Gwillimbury. If all items listed below are not submitted, the processing of the application may be delayed or considered incomplete and returned to the applicant.

- [] Signed copy of the Application Form
 - The Temporary Sidewalk Patio Application Form is to be completed in full and signed by the applicant.

- [] Copy of current liability insurance.
 - General Liability Insurance from an insurer licensed in the Province of Ontario for \$3,000,000 per occurrence with an aggregate limit of no less than \$5,000,000 to the Corporation of the Town of Bradford West Gwillimbury against any liability for property damage or personal injury, negligence including death, which may arise from the applicants' operation under this agreement.
 - The Corporation of the Town of Bradford West Gwillimbury must be included as an "Additional Named Insured"
 - The Commercial General Liability shall contain Cross Liability and Severability Clauses and Products and Completed Operations coverage including a standard contractual liability endorsement.

- [] Encroachment Agreement with The Corporation of the Town of Bradford West Gwillimbury
 - Refer to pages 7-9 for Encroachment Agreement Template

APPLICATION FORM

(Please print if completing by hand)

Application Date:		
APPLICANT INFORMATION (BUSINESS)		
Registered Name of Business:	Operating Name of Business:	
Applicant Name:	Phone Number:	
Mailing Address:		
24-Hour Contact 1:		24-Hour Contact 2:
Name:	Name:	
Phone Number:	Phone Number:	
Email Address:	Email Address:	
ACTIVITY INFORMATION		
Occupancy Type:	Date of Installation:	Date of Removal (Deadline):
Temporary Sidewalk Patio		No later than November 1st
Width of Patio (in metres):	Length of Patio (in metres):	Use: (e.g. restaurant/retail)
AGREEMENT		
I, THE UNDERSIGNED HAVE READ AND UNDERSTOOD THE INFORMATION PROVIDED AND AGREE TO ABIDE BY ALL GENERAL CONDITIONS, SPECIAL PROVISIONS AND ALL CONDITIONS LISTED IN THIS PERMIT APPLICATION PACKAGE, AND PERMIT /FISSUED.		
Authorized Representative		
	<i>Signature</i>	<i>Date</i>

GENERAL CONDITIONS

I/We hereby make application to The Town of Bradford West Gwillimbury (The “Town”) for a Permit to occupy a portion of the Municipal Road Allowance (the “Road Allowance”) for the purpose described and hereby agree to abide by the terms and the conditions established on the permit. I/We agree to assume all liability and/or cost incurred by the Town as a result of the road occupancy to maintain the identified Permit area and to indemnify and save harmless the Town until final completion of the Permit activity.

1. Any person or persons intending to occupy a portion of the Road Allowance for any purpose, including a portion of the sidewalk, boulevard, or on-street parking must first receive permission from the Town. The Temporary Sidewalk Patio must be within the boundary of an area defined by the Town.
2. Please ensure all information is included in the application. Incomplete applications will not be accepted.
3. This is a temporary program in response to the Covid-19 pandemic. Temporary Sidewalk Patios will be removed no later than November 1st. Permission to install a Temporary Sidewalk Patio for the 2020 season does not entitle a business/person to any right or expectation to be able to install a patio in subsequent seasons.
4. The applicant assumes all maintenance and liability for the Temporary Sidewalk Patio structure and may be required to undertake alterations or repairs as required by the Town to maintain safety and accessibility.
5. The Town retains the right to access the Temporary Sidewalk Patio if needed for maintenance or necessary access to Town property.
6. Permission to occupy the Road Allowance becomes null and void if the applicant should fail to meet the requirements set out in this application and other applicable documents, in which case, the Town will have the right to take any action it deems necessary to repair the patio structure or to reinstate the site to its original condition for public protection at the expense of the applicant. In all cases the decision of the Town is final.
7. No business will be eligible to operate a Temporary Sidewalk Patio unless the business is in compliance with all Town by-laws and requirements (e.g. Noise By-law, Sign By-law).

8. All municipal property, including the sidewalk, roadway, lighting, or other features will be returned to their initial condition and any damages repaired to the satisfaction of the Town. Damages not repaired by the applicant will be repaired or replaced by the Town at the applicant's cost. Any costs, expenses or liabilities incurred by the Town as set out above may be collected by the Town from the Applicant in the same manner as municipal taxes.
9. Proposed patios at-grade or those that are not structurally supported are not subject to the Building Code Act 1992. However, proposed Temporary Sidewalk Patios that are elevated and require structural support are subject to the Building and Zoning Department review and applicable fees.
10. Any proposed Temporary Sidewalk Patio at a corner lot where sight lines may be impacted will be reviewed to ensure that the patio, temporary "bump-out" sidewalk, and any furniture, fencing, etc., will not negatively impact vehicle travel and sight lines within the intersection. Due to circumstances, certain proposed patios may not be permitted due to the proximity of the patio to the intersection and the maintenance of safe sight lines.
11. Applications must be accompanied with a sketch (Schedule A) prepared in conformity with the guidelines found on page 10. Certain proposed patios may not be permitted due to required access to utilities or their proximity. Applicants may be required to demonstrate that no municipal fixture or utility is being impacted and how the drainage flow is maintained. In the event that a fixture or utility appears to be impacted, written approval is required from the agency or department responsible for the fixture or utility.
12. All temporary "bump-out" sidewalks extending onto the on-street parking area will be constructed and maintained by the Town, include satisfactory delineation of the structure within the Road Allowance (e.g. fluorescent and reflective markers). Due to circumstances, certain proposed patios may not be permitted due to the constraints to construct an accessible bump-out.
13. No bicycles, strollers, etc. are permitted to be chained or locked onto a temporary "bump-out" sidewalk or outdoor patio fencing.
14. The Temporary Sidewalk Patio shall be constructed and maintained by the applicant as per the construction guidelines and must be compliant with the *Accessibility for Ontarians with Disabilities Act (AODA)*.

15. Temporary Sidewalk Patio furnishings, fences, and other Temporary Sidewalk Patio improvements must be removable and not permanently fixed in place. All objects must be contained within the approved patio area and removed during the off-season or after the patio ceases operation.
16. The delineation of the Temporary Restaurant Patio:
 - Must include a barrier to form a fully enclosed perimeter;
 - Must meet the requirements of the Alcohol and Gaming Commission of Ontario (AGCO) if applicable and must be not less than 1.07 metres in height as per AGCO regulations;
 - Cannot be anchored into the paving stones or sidewalk;
 - Shall be supported by metal foot plates and shall not be designed to penetrate the surface of the sidewalks (i.e. no bolts/brackets). Alternative supports must be used such as planters, weights, etc;
 - Shall not extend past the permit area, or attached to trees, street elements or utilities.
17. If a Liquor License is desired by the business owner, it is administered through the Alcohol and Gaming Commission of Ontario (AGCO) and not the Town. Through the AGCO approval process, the Town is circulated in the review of the application. The application and issuance of a Liquor License is a separate process from the application for a Temporary Sidewalk Patio. Copies of approved AGCO liquor license or an application for a license for the Patio must be available if requested by the Town.
18. The business must operate in compliance with all provincial orders, guidelines, frameworks, and public health restrictions applicable to the restaurant industry related to infectious disease control measures.

AGREEMENT

Applicants' Authorized Representative		
	<i>Signature</i>	<i>Date</i>

FOR INTERNAL PURPOSE ONLY

Reviewed and approved by:		
	<i>Signature</i>	<i>Date</i>

ENCROACHMENT AGREEMENT TEMPLATE

This ENCROACHMENT AGREEMENT is made this ___ day of _____, 2020

BETWEEN:

**THE CORPORATION OF THE TOWN OF
BRADFORD WEST GWILLIMBURY**

hereinafter called the "Town"

and

_____ hereinafter called the "Owner or Tenant"

WHEREAS the Town is the Owner of the public road allowance known as _____ in the Bradford West Gwillimbury (the "Road Allowance");

AND WHEREAS the Owner is the Registered Owner (or the Tenant of the Registered Owner) of Part of Lot _ Plan ____, PIN XXXXX-XXXX(LT) on the _____ side of _____, municipally known as _____ Bradford, Ontario (the "Property");

AND WHEREAS the Owner or Tenant submitted an application for a Permit to allow for the encroachment of a temporary sidewalk patio (the "Patio") measuring ___m X ___m on the Municipal Road Allowance posted as _____, (the "Encroachment");

AND WHEREAS a copy of the Patio Sketch is attached hereto as Schedule "A";

AND WHEREAS the parties are desirous of permitting the Encroachment to continue in accordance with the terms of this Encroachment Agreement;

AND WHEREAS the terms of the Permit shall include those terms and conditions as set out in the General Conditions of the Application;

NOW THEREFORE in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. The parties acknowledge the accuracy of the foregoing recitals and incorporate same as terms of this Agreement.
2. The Town hereby grants to the Owner or Tenant a Permit to allow the Encroachment upon the Road Allowance substantially in the form shown in Schedule "A" and subject to the terms and conditions set out in this Application Package and Agreement. In the event that the Town requires the use of the Road Allowance for construction or re-construction purposes, the Town may terminate the license granted herein, or require alteration of the Encroachment, on reasonable notice.

3. The Owner or Tenant shall not, by virtue of the said Encroachment, acquire any possessory title or easement or prescriptive rights over any part of the Road Allowance other than as set out in this Agreement.
4. The Owner or Tenant shall maintain the Encroachment and any related features whether within or outside of the Road Allowance at all times in a good and reasonable state of repair and at no time allow the Encroachment or any part thereof to become a public nuisance or hazard. If not so maintained, the Town may, at its option, require the Owner or Tenant to remove the Encroachment and restore the Road Allowance to a reasonable standard at the Owner or Tenant's expense; or, alternatively, the Town may conduct such remedial work as the Town, in its sole discretion, considers advisable, at the Owner or Tenant's expense. If the Owner is the Registered Owner and fails to pay the cost of the Town work within 30 days, said cost will be added to the tax roll for the Property and collected in the same manner as taxes.
5. The Owner or Tenant shall maintain a public liability insurance policy showing the Town as an additional insured, as its interest may appear in an amount of not less than \$3,000,000 per occurrence with an aggregate limit of no less than \$5,000,000 or such greater amount as the Town, in its discretion, decides may be appropriate in the future, taking into account then current circumstances. In any event, and whether or not insurance is maintained, the Owner or Tenant shall completely indemnify the Town against all suits, claims, actions, or demands of any kind whatsoever which may be brought against the Town as a result of the Encroachment and this Agreement. In the event that the Town is called upon to answer any such claim, the Town shall have the right to claim over against the Owner or Tenant by way of action in any court of competent jurisdiction to collect any sums found owing by the Town or paid by the Town by way of settlement, and may collect these sums in like manner as taxes. It is understood and agreed by the parties that these remedies are in addition to any other remedies allowed by law to the Town for the collection of such amounts in addition to any specific rights of collection as outlined in the Municipal Act, S.O. 2001, C.25, as from time to time amended.
6. The Owner or Tenant agrees not to hold the Town liable for any damage occurring to any element of the Patio encroaching onto the Road Allowance including any damage that may be occasioned by Town employee-operated equipment.
7. The Owner or Tenant acknowledges and agrees that for purposes of repair, maintenance and reconstruction, the Town at its sole discretion, can remove or relocate the Patio, encroaching onto the Road Allowance, solely at the Owner or Tenant's expense.
8. Nothing in this Agreement shall relieve the Owner or Tenant from complying with all applicable by-laws with respect to any further construction or improvements to the Property including any exterior air conditioner units, signs or any other alterations that require by-law compliance.
9. The Owner or Tenant shall not extend, enlarge or reconstruct the Encroachment, or any part thereof, in any manner whatsoever without the prior written consent of the Town. Nothing in this Agreement will constitute an express or implied consent or permission from the Town to allow any further extension, enlargement or reconstruction of the said Encroachment.
10. If any notice is required to be given by the Municipality to the Owner or Tenant with respect to this Agreement, such notice shall be delivered, mailed, faxed or E-Mailed to:

Name:

Address:

Fax:

E-Mail:

Or such other address as the Owner or Tenant has given the Municipal Clerk in writing. Notice given to the Owner or Tenant by prepaid registered or ordinary mail shall be deemed to have been delivered on the fifth (5th) business day after mailing or on the same day if sent by fax or e-mail prior to 4:00pm on a business day, otherwise on the next following business day. If notice is to be given by the Owner or Tenant to the Municipality, it shall be similarly given and addressed as follows:

Name: Town Clerk

Address: The Corporation of the Town of Bradford West Gwillimbury
100 Dissette Street, PO Box 100
Bradford, Ontario
L3Z 2A7

Fax No. 905-775-0153

E-Mail: clerk@townofbwg.com

11. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
12. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the individuals have hereunto set their hands and seals and the corporate parties have hereunto affixed their Corporate Seals or asserted they have authority to bind the corporation as attested by their proper signing officers in that behalf as of the effective date above.

**THE CORPORATION OF THE TOWN OF BRADFORD
WEST GWILLIMBURY**

Geoff McKnight, CAO

Rebecca Murphy, Director of Corporate Services/
Town Solicitor/ Clerk

I have authority to bind the corporation.

APPLICANT

Name:

I have authority to bind the corporation.

TEMPORARY SIDEWALK PATIO SKETCH REQUIRED INFORMATION

To assist with the Temporary Sidewalk Patio Site Plan design, the applicant is requested to provide a sketch (Schedule A) with the following minimum information:

1. The location and dimension of the building establishment, the entrances and exits, and washrooms;
2. The location and use of the adjacent buildings, the entrances and exits;
3. The location and dimension of the patio, the entrances and exits;
4. The area of the patio (in square metres);
5. Location of table, chairs, bars, stages, retail space, etc.;
6. Expected occupant load.

DEPARTMENTAL CHECKLIST

(Office Use Only)

Application Form	
Date Received:	Received by:
Temporary Sidewalk Patio Sketch (Schedule A)	
Date Received:	Received by:
Certificate of Insurance	
Date Received:	Received by:
Encroachment Agreement	
Date Received:	Received by: