

THE CORPORATION OF THE CITY OF DRYDEN
Private Parking Lot Enforcement Agreement

THIS AGREEMENT, made in triplicate, this ____ day of _____, 2021.

Between:

The Keewatin Patricia District School Board/Dryden Regional Training & Cultural Centre

Herein after called the "Owner"

and

THE CORPORATION OF THE CITY OF DRYDEN

Herein after called the "City"

Definitions:

Property Owner – is the registered owner of the property.

Occupant – means the following:

- A. The tenant of the property or part thereof whose consent shall extend only to the control of the land held by such tenant and any parking spaces allotted to such tenant under the lease or tenancy agreement.
- B. A person or a municipality, or a local board thereof, having an interest in the property under an easement or right of way granted to or expropriated by the persons, municipality or local board whose consent shall extend to only the part of the property that is subject to the easement or right of way; or,
- C. A person authorized in writing by an owner/occupant as defined in subsection A or B of this definition to act on the owner/occupant's behalf for requesting enforcement of this by-law.

WHEREAS the Keewatin Patricia District School Board/Dryden Regional Training & Cultural Centre is the owner/occupier of certain premises (the "Premises") located at 100 Casimir Avenue in the City of Dryden, District of Kenora and legally described as Plan M226 Lot 21 to 26 Albert S and Lot 21 to 26 incl Arthur St.; and,

WHEREAS subsection 100 of the *Municipal Act, S.O. 2001, c.25, as amended* provides that a local municipality may, in respect of land not owned or occupied by the municipality that is used as a parking lot, regulate or prohibit the parking or leaving of motor vehicles on that land without the consent of the owner of the land, or regulate or prohibit traffic on that land if a sign is erected at each entrance to the land clearly indicating the regulation or prohibition; and,

WHEREAS the Council of The Corporation of The City of Dryden did, on the 14th day of December 2020, pass By-law 4794-2020, being a by-law to regulate Parking on Municipal and Private Property; and,

WHEREAS the City of Dryden has obtained approval of the Short Form (Offence) wording from the Ministry of the Attorney General and Set Fine Approval of the Office of the Regional Senior Justice; and,

WHEREAS the Owner does hereby agree to permit the City to carry out by-law enforcement and parking enforcement activities under the terms and conditions and upon the covenants hereinafter set forth, including parking in designated accessible parking spaces without a permit, or any of the parking infractions included in By-law 4794-2020 and any amendments or replacements which shall follow thereafter;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

The City hereby agrees:

- a. To be responsible for the cost of parking enforcement and offence notices.
- b. To act on behalf of the Owner to sell parking permits for the premises.
- c. To retain 15% of revenue generated as a result of payment for parking permits, with the remaining 85% being returned to the Owner. Payment by the City to occur quarterly.
- d. To retain all revenue generated as a result of payment of offence notices.
- e. That City of Dryden By-law Enforcement Officers or designates shall have full authority over all personnel and equipment which may be required for the conduct of by-law and parking enforcement.

The Owner hereby agrees:

- a. The parking prohibitions and regulations referred to in By-law 4794-2020 are not valid unless authorized signs are in place to identify these regulations.
- b. The provision, erection and maintenance of authorized signs shall be at the responsibility and expense of the owner of the property and shall be placed at each entrance to the land clearly indicating the parking regulation, condition or prohibition. All signage and/or markings and its location(s) shall be reviewed and approved, in writing, by the City of Dryden By-law Enforcement Officer.
- c. The provision, erection and maintenance of signs for designated accessible parking spaces shall be at the responsibility and expense of the Owner of the property. All such

signs and/or markings shall be placed in accordance with the requirements of *The Highway Traffic Act* and the regulations made thereunder. All signage and its location(s) shall be reviewed and approved by the City of Dryden By-law Enforcement Officer.

- d. In the event that the signs and/or markings are damaged or are removed for any reason, the Owner shall be responsible for their immediate replacement.
- e. That the Owner shall at all times indemnify and save harmless The Corporation of The City of Dryden and its employees for any and all claims, actions, suits or demands for damage or otherwise for any negligence of action on the part of The Corporation of The City of Dryden and its employees while performing any of the services contemplated by this Agreement.
- f. That the City may conduct and carry out the business of parking enforcement without any interruption from the Owner and at the levels and frequency determined as sufficient by the City to ensure compliance.
- g. That City of Dryden By-law Enforcement Officers or designates shall have full authority and control over all personnel and equipment which may be required for the conduct of by-law and parking enforcement.

General Provisions:

- a. Any written notice required or permitted to be given by this Agreement is sufficiently given if sent in proper form by ordinary mail to the last known address of the party for whom the notice is intended. Nothing in this paragraph prevents giving written notice in any other manner recognized by law.
- b. In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect.
- c. Either party will maintain the right to terminate this Agreement by providing written notice to the other party no less than ninety (90) days in advance of the date the party wishes the Agreement to cease to be in effect.
- d. The City has the right to renew this Agreement for a further term of one (1) year, exercisable by giving written notice of renewal to the Owner no less than ninety (90) days in advance of the expiry of the original fixed term of this Agreement.
- e. The term of this Agreement commences on the date indicated on page 4 and expires three (3) years after that date.

IN WITNESS WHEREOF the parties to this Agreement have hereunto set their hands and seal
this _____ day of _____ 2021.

SIGNED, SEALED AND DELIVERED

In the presence of

For The Corporation of The City of Dryden:

Mayor _____

Clerk _____ (seal)

For the Owner:

_____ (seal)

I have the authority to bind the Owner.

Witness if no seal is affixed.