



Ramps/Accessibility Improvements on Public Property

Policy, Process and Guidelines

This document outlines the policy, process and guidelines to be followed by property owners and Township staff with respect to proposals to improve accessibility by constructing a ramp or other improvement on public property. Township Council approved this policy on January 7, 2009, Resolution #5.

Following are the general guidelines for these proposals:

- See following flowchart for an overview of the process
- It would be appropriate and recommended to involve the Township Chief Building Official and Township Public Works Manager as early in the process as possible
- All options to place a ramp or make internal changes must be examined before proceeding with a proposal for public property
- Only when there is not a feasible option to place the ramp or access improvement on private property or internally, will the Township consider placement on public property
- Feasibility can include a wide range of variables including:
 - Cost
 - Impact on internal space and structure of building
 - Space required for a ramp
 - Possibility for joint use (ie. Two or more businesses share a single ramp)
 - Aesthetics
- Shared or joint use ramps or structures should be considered when possible to reduce the overall impact on the area
- Owners should have regard to the County of Oxford Facility Accessibility Design Standards (FADS)
- All proposal must comply with the Ontario Building Code and any construction on public property must go through the Building Permit Application Process
- The proposal must leave at least 5 feet of width of open travelled sidewalk area for pedestrians

Ramps/Accessibility Improvements on Public Property - Policy, Process and Guidelines

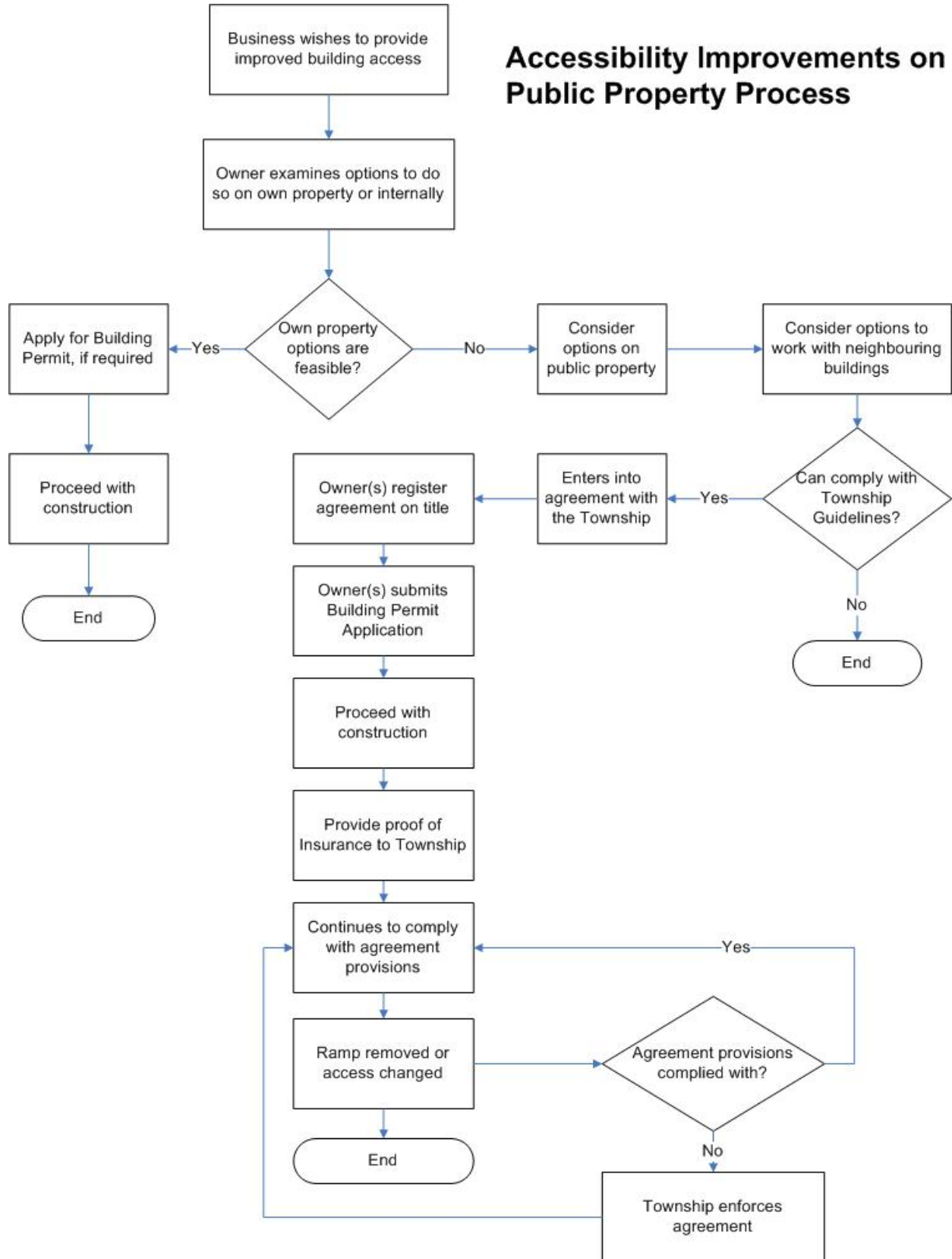
- The proposal must not have any significant adverse affects on the sidewalk area
- The owner(s) must enter into an agreement with the Township and the owner(s) must register the agreement on title to the property and provide proof of registration prior to commencing with any construction
- The owner(s) must provide a \$2,000 deposit to cover any Township expenses related to the agreement or ensuring completion of the structure. The deposit, or balance left will be returned once the construction is completed in accordance with the plans. There will not be an application fee, except for the Building Permit Application.
- The agreement will include provisions related to:
 - Township permits encroachments for accessibility improvements
 - Security deposits
 - Owner(s) agrees to construct as per the approved plans
 - Owner(s) agrees to maintain the structure including snow and ice removal
 - Provisions should the ramp be removed or no longer needed
 - Provisions related to sidewalk improvements by the Township or County and the requirement that the owner(s) will be responsible for any costs associated with the ramp or structure
 - If a joint or shared ramp, what each of the parties will be responsible for
 - Township Chief Building Official, Public Works Manager or By-law Enforcement Officer shall enforce the agreement
 - Any Township costs associated with this agreement shall be paid when invoiced or added to the Tax Roll
 - Owner(s) to provide proof of insurance naming the Township and County as additional insured, minimum \$2,000,000 and insurance must be maintained as long as the ramp is there
 - Owner(s) shall indemnify and hold harmless the Township and County for all claims arising related to the ramp/structure and the agreement
- A sample agreement is attached to this information package
- To initiate an application for accessibility improvements on public property you must contact the Chief Building Official. There is no application form. A letter including the following would be acceptable:
 - Name, address, contact information

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- Proposed construction information and plans (likely the same as required for a building permit application)
- Description of options on your own property that were examined and reasons why they cannot be completed
- Description of why the accessibility improvement on public property is preferred
- \$2,000 deposit
- Following receipt of the application letter and required background information, Township staff will work with the applicant to finalize an Accessibility Encroachment Agreement.
- If/When the agreement is finalized, the applicant must have the document registered on title
- Once registered and proof is provided to the Township, the applicant would be ready to move on to the Building Permit stage. (Note: the Building Permit process would likely take place concurrently with the Agreement process, but issuance of the Building Permit could not take place until the agreement is finalized and registered on title.)

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Accessibility Improvements on Public Property Process



**TOWNSHIP OF EAST ZORRA-TAVISTOCK
ACCESSIBILITY ENCROACHMENT AGREEMENT**

AGREEMENT made in Triplicate this _____ day of _____, _____.

BETWEEN: **“Owner/Applicant”**

hereinafter called the “Owner”
OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK
hereinafter called the “Township”
OF THE SECOND PART

WHEREAS The Owners represent that they are the Owners of the lands described in Schedule “A” to this agreement and have applied to the Township of East Zorra-Tavistock for permission to encroach on public property for accessibility improvements to their premises;

AND WHEREAS the Council of the Township of East Zorra-Tavistock has adopted a policy and guidelines with respect to building accessibility improvements encroaching onto Township Property;

AND WHEREAS the Council of the Township of East Zorra-Tavistock is of the opinion that such development is proper and in the public interest, provided that the owner enter into an agreement with the Township setting out requirements addressing the encroachment on Township’s property;

WITNESSETH that, in consideration for the approval of the said plans and as a condition of such approval, the parties hereto covenant and agree one with other as follows:

1. The lands affected by this Agreement are described in Schedule “A” attached hereto and are hereinafter referred to as the “subject lands”.
2. The Owners have obtained an Accessibility Improvement Plan approved by the Township, indicating the location and structural details of the proposed changes to be made to improve accessibility to the owner’s premises. Details of the

approved Accessibility Improvement are attached hereto as Schedules “B” and “C”.

3. Deposits required under this agreement shall be as set out in Schedule “D” attached hereto.
4. The following provisions apply with respect to Deposits:
 - a. Deposits shall be in the form of Cash or Certified Cheque, or any combination thereof.
 - b. The Owner agrees to pay, on or before registration of the agreement, all expenses, including engineering, planning, administration and legal fees incurred by the Township as a result of the Accessibility Encroachment Agreement and to further pay all costs of the Township subsequently incurred as a result of the Accessibility Encroachment Agreement.
 - c. Deposits shall be used to ensure satisfactory development, execution and completion of the Accessibility Encroachment Agreement. Should the Owner fail to complete the requirements of the Accessibility Encroachment Agreement, the Township may, at its discretion, draw on the Deposits as set out in this agreement to complete and/or remedy any outstanding items.
 - d. The Accessibility Encroachment Agreement deposit shall be maintained at an amount not less than \$1,000 and the balance remaining shall not be returned until the Township’s Chief Building Official or Engineer, as the case may be, has indicated to the Chief Administrative Officer, in writing, that all inspections of the property have been completed to ensure compliance with the terms of the Accessibility Encroachment Agreement. The applicant will be required to provide any professional reports or “as-built” drawings to confirm completion of works.
 - e. The Township will not pay interest on Deposits.
 - f. Schedule “D” may contain provisions for additional deposits to ensure completion or removal of the work, damages to public property and provisions for the partial or phased return of deposits.
5. The Township agrees to permit the Owner to proceed with an Accessibility Improvement that encroaches on **Township and/or County property**, as set out in this agreement.
6. The Owner(s) agree:
 - a. that prior to commencing with any construction or modifications that will require use of public property, the Owners will secure all the necessary approvals for such construction;

- b. that prior to the erection of any structures that are subject to the provisions of the Building Code Act, the Owners shall supply the appropriate structural plans, and detailed site and grading plans, in order to obtain the building permits required;
 - c. that if any improvements or modifications are required beyond the site of the accessibility improvement on Township and/or County property, such changes shall require the approval of the Township, shall be included in the plans submitted and all costs for works on public property, unless otherwise indicated, shall be the responsibility of the owner;
 - d. that all work and services required under this agreement shall be carried out in a good and workmanlike manner in accordance with good trade practices so as to cause a minimum of nuisance to the neighbours;
 - e. that all work shall be completed in accordance with the Occupational Health & Safety and all applicable regulations thereto;
 - f. that all necessary precautions shall be taken during site alteration and construction activity to avoid the raising of dust, creating unnecessary noise and other nuisances and to provide for the public safety, so far as practicable;
 - g. that any damage to Township or County property adjacent to the subject lands, that has been deemed by the Township's Chief Building Official to have occurred as a direct result of development activity on the subject lands, either during or after site alteration and construction, will be repaired and/or returned to a condition satisfactory to the Township, at the sole expense of the Owners;
 - h. that any additional costs associated with Township and/or County work on the surrounding public property that is a result of the existence of the accessibility improvement or structure provided for in this agreement shall be borne by the owner(s);
 - i. that structures will be erected in accordance with the plans as approved, subject only to such changes that have received advance approval from the Township;
 - j. that should the accessibility improvement no longer be required, that the owner shall remove it and bring the subject lands back to the condition it existed prior to the improvement, unless the Township agrees to other plans.
7. Following completion of the accessibility improvement, the Owners shall maintain, to the satisfaction of the Township at the sole expense of the Owners, all of the facilities or works described on the said plans. Maintenance includes both the maintenance of the physical structure to keep it in good repair and safe

for public use, but also maintenance required to keep the structure clear of snow and ice, and in a suitable condition for the intended users of the structure.

8. The Owner hereby grants to the Township, its employees, servants, agents and contractors, a license to enter the subject lands for the purpose of inspection of the works and the lands or for any other purpose pursuant to the rights of the Township under this Agreement.
9. The Owners acknowledge that any expenses of the Township arising out of the enforcement of the agreement may be recovered as taxes under Section 442 of the Municipal Act, 2001, as amended.
10. The Owner agrees that all the facilities and matters required by this Agreement shall be provided and maintained at its sole risk and expense and to the satisfaction of the Township and that in default thereof and in the sole discretion of the Township, the Township may perform such requirements at the expense of the Owner and such expense may be recovered by the Township in like manner as municipal taxes within the meaning of Section 446 of the Municipal Act, 2001, as amended.
11. When the Township directs that any action be taken under this agreement, the notice shall include the date and time that compliance must be met. Should compliance not be achieved by the set date and time, the Township may proceed as set out in Section 10.
12. Notification to the Owner under Section 11 herein may be given by the following means:
 - a. For safety issues requiring immediate attention, notice, including actions to remedy the safety concern, may be given by way of verbal notification to the owner, employee of the owner or other person responsible for maintenance of the accessibility improvement.
 - b. By way of written notification to the Owner either by personal delivery, which shall be acknowledged by the Owner, or by prepaid first class mail addressed to the Owner at the address set out in paragraph 13.b. herein.
13. When written notification is required under this agreement, it shall be delivered as follows:
 - a. To the Township

Township of East Zorra-Tavistock
Attn: Clerk
90 Loveys Street
Hickson ON N0J 1L0
 - b. To the Owner

<<Owner Name & Address for service>>

14. This agreement will be registered on title to the subject lands and the Owners shall be solely responsible for the expenses associated with the preparation and registration of this Agreement and compliance with all of the provisions hereof. The Owners shall be required to provide the Township with a registered copy of the agreement prior to the issuance of a building permit.
15. It is understood and agreed that, after this Agreement has been registered or deposited on title, it shall not be released by the Township unless the structure has been removed to the satisfaction of the Township. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township, the Township, upon request and at the Owner's expense, shall issue a Certificate of Compliance certifying compliance with this Agreement to the date of the Certificate. The Certificate of Compliance shall operate as the Township's consent to the release or discharge of the Accessibility Encroachment Agreement from the title to the subject lands. Any registration to the effect the removal of the Accessibility Encroachment Agreement from the title to the subject lands shall be borne by the Owner and paid forthwith upon demand by the Township.
16. The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the subject land and shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.
17. Nothing in this Agreement constitutes a waiver of the Owner's duty to comply with any By-law of the Township or any other law.
18. The Owners agree on behalf of themselves, their heirs, executors, administrators and assigns to save harmless and indemnify the Corporation of the Township and/or County of Oxford from all losses, damages, costs, changes and expenses which may be claimed or recovered against the Corporation by any person or persons arising either directly or indirectly as a result of any action taken by the owners pursuant to this agreement.
19. The owners shall obtain and maintain insurance, in the amount of \$2,000,000 naming the Township and/or County of Oxford as additional insured with respect to the accessibility improvement provided for under this agreement. Proof of Insurance shall be provided at commencement of the agreement and annually thereafter.
20. This agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario and any disputes arising hereunder shall be decided pursuant to the jurisdiction of the Superior Court of Justice, Ontario.
21. All words importing the singular only shall include the plural; words importing the masculine only shall include the female, and words importing a person shall

include corporation.

IN WITNESS WHEREOF the respective parties have executed this Agreement.

SIGNED, SEALED and DELIVERED
in the presence of

OWNERS

Witness

**THE CORPORATION OF THE
TOWNSHIP OF EAST ZORRA-
TAVISTOCK**

Mayor
Donald E. McKay

Chief Administrative Officer/Clerk
Jeff Carswell

We have authority to bind the Corporation.

SCHEDULE "A"

"Insert Legal Description"

SCHEDULE "B"

"Insert Accessibility Improvement Plans"

SCHEDULE "C"

"Insert Site Specific Conditions"

SCHEDULE "D"

"Insert Deposit Details"

Accessibility Encroachment Agreement Deposit\$2,000

- Paid at the same time as the Application for an Accessibility Encroachment Agreement
- Township expenses related to development of the agreement will be paid out of this deposit.

Other Deposits
