

The Corporation of the Town of Essex

By-Law Number 1881

Being a by-law to enter into an agreement with Greg Schinkel for
the placement of an outdoor mural to the building located at 24
Talbot Street North, Essex, Ontario

Whereas, the Municipal Act 2001, S.O. 2001, Chapter 25, provides that a Municipality may, for its own purposes, exercise its powers under the culture, park, recreation and heritage sphere of jurisdiction in the Municipality;

And Whereas, Section 11 provides that the Municipality may pass By-Laws respecting matters relating to culture, parks, recreation and heritage;

And Whereas, the Building Owner (s) own a building on property located at the municipally known address of 24 Talbot Street North, Essex, Ontario;

And Whereas, the Town of Essex wishes to contract with the Building Owner for the temporary mounting of an outdoor mural on the building located at 24 Talbot Street North, in the Town of Essex, the County of Essex and the Province of Ontario;

And Whereas, the Building Owner has agreed to have the Town and or its authorized agent mount an outdoor mural on his building wall by the most appropriate and least intrusive manner;

And Whereas the Building Owner will have final review of the proposed mural design and content prior to installation on the building;

Now Therefore, be it resolved, that the Council of the Corporation of the Town of Essex Enacts as follows:

1. That the Mayor and Clerk be authorized to sign and execute the Agreement with Greg Schinkel, a copy of which is attached hereto, and marked as Schedule "A".
2. That this By-Law shall come into force and take effect upon the final passing thereof; and
3. That this By-law be read a first, a second and a third time and be finally passed on February 18, 2020.

Mayor

Clerk

Schedule "A" – By-Law Number 1881

This Agreement made in triplicate on February 18, 2020

Between:

The Corporation of the Town of Essex

Hereinafter referred to as the "Town"

Of the First Part

And

Greg Schinkel,

Hereinafter referred to as "Building Owner"

Of the Second Part

Whereas the Municipal Act, 2001, S.O. 2001, Chapter 25, provides that the Municipality may, for its own purposes, exercise its powers under Part III, Section 94, Culture, Park, Recreation and Heritage sphere of jurisdiction in the Municipality,

And Whereas Sub-section 11(2) provides that the Municipality may pass By-Laws respecting matters relating to Culture, Parks, Recreation and Heritage,

And Whereas the Owner owns a building on property at the municipally known address of 24 Talbot Street North, Essex, Ontario the "Building"),

And Whereas the Town wishes to contract with the Building Owner for the placement of an outdoor mural in the Town of Essex, the County of Essex and the Province of Ontario,

And Whereas the Owner recognizes that the purpose of the project, which is to enhance the community and encourage tourism and commerce in the town, is mutually beneficial to the Town of Essex Arts, Culture, and Tourism Committee ("ACT") and the Owner and therefore desires to have a mural mounted to the wall of his building, and

Now Therefore, the Building Owner and the Town agree as follows:

1. The Building Owner has agreed to the installation of an outdoor mural ("the Mural") on the south wall of the building located at 24 Talbot Street North, Essex, Ontario N8M 1A2 and consents to such persons as the Town, in its discretion, deems appropriate to attend to the completion of the installation, removal and any maintenance deemed required,

2. The Owner agrees not to deface, cover, destroy, damage, alter or directly obstruct the visibility of the Mural
3. The Owner agrees that at any such time he may consider demolishing, expanding or making repairs in the area where the mural is located, or the mural otherwise interferes with the Owners use, occupancy, or control of the property, then the Owner will notify the Town, in writing no less than sixty (60) days prior to provide the Town with ample notification to make the necessary arrangements as they deem required,
4. The Town will use all reasonable efforts not to interfere with the business being conducted by the Owner and tenants/occupiers of the Building. The Owner will assist the Town to coordinate the most suitable day and time for the installation and any dedication ceremony of the Mural with the affected tenants(s)/occupier(s) of the building, and
5. The Town agrees that all installation charges, or any future maintenance or touch-up work required will be borne in its entirety by the Town. The Town further agrees to keep the Owner's property lien-free in connection with such work or project.
6. Upon installation, neither the Town, the Artist nor the Building Owner shall have exclusive copyright to the Mural. Any party may use reproduction of the Mural for promotion, fundraising, or any other purpose without compensation being paid to the other parties;
7. Town Contact Information:

Where notice is to be provided to the Town, such notice is to be provided:

Town of Essex: Director of Community Services

Mailing Address: 33 Talbot Street South, Essex, Ontario, N8M 1A8

Telephone: 519-776-7336

Facsimile: 519-776-8811

8. Owner Contact Information:

Where notice is to be provided to Owner, such notice is to be provided:

Owner: Greg Schinkel

Mailing address: 24 Talbot Street N., Essex, ON N8M 1A4

Telephone: 519-776-7541

9. Contact Change

Either Party may change their contact information, from time to time, by written notice given to the other Party in accordance with the contact information stated above, and upon receipt of such notice, the Party receiving such information will thereafter rely on that contact

information as if it has been inserted in the above owner contact information or the Town information section as the case may be.

In Witness Whereof, the Building Owner and the Town have respectively hereunto affixed their signatures and/or their Corporate Seals duly attested by the hands of their proper signing Officers in that behalf in the Town of Essex, in the County of Essex and Province of Ontario , this 18th day of February, 2020.

Signed, Sealed and Delivered

The Corporation of the Town of Essex

In the presence of:

Mayor, Larry Snively

Clerk, Robert Auger

Greg Schinkel

As to the signature of

Owner

Receipt of Agreement:

I hereby acknowledge receiving a duplicate original copy of the herein Agreement this

_____ day of _____, 2020

Greg Schinkel

Owner