

The Corporation of the Township of Southgate

By-law Number 2020-100

**being a by-law to authorize an agreement between The Corporation of the
County of Grey and The Corporation of the Township of Southgate**

Whereas the Municipal Act, 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

Whereas Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into an agreement with The Corporation of the County of Grey,

Now therefore be it resolved that the Council of the Corporation of the Township of Southgate enacts as follows:

1. **That** the agreement between The Corporation of the County of Grey and The Corporation of the Township of Southgate, attached hereto at Schedule A is hereby ratified and confirmed; and
2. **That** the Mayor and the Clerk are authorized to sign the agreement on behalf of the Township of Southgate; and
3. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**Read a first, second and third time and finally passed this 2nd day of
September, 2020.**

John Woodbury – Mayor

Lindsey Green – Clerk

BUS STOP AGREEMENT

THIS AGREEMENT made this 14th day of September, 2020 (the "Effective Date")

BETWEEN:

The Corporation of the Township of Southgate
(Hereinafter called the "Owner")

-and-

The Corporation of the County of Grey
(Hereinafter called the "County")

(Collectively hereinafter referred to as the "Parties" and each being a "Party")

WHEREAS the Owner is the registered owner of the land known as the Dundalk Arena, in the Township of Southgate, in the County of Grey, municipally known as: 550 Main St E; legally described as PT LT 230 CON 1 SWTSR PROTON PT 1 17R442 EXCEPT PT 5 17R2430; SOUTHGATE (hereinafter called the "Property");

AND WHEREAS the County received funding through the Community Transportation Grant Program established by Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario for the purpose of operating a Community Transportation Program that provides public transportation across the County of Grey;

AND WHEREAS the County desires to establish a public transit bus stop and erect signage on the Property;

AND WHEREAS the Owner acknowledges the potential for an increase of pedestrian and vehicle traffic on the Property as a result of the public transit bus stop;

NOW THEREFORE in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Parties agree as follows:

1. The terms defined in the recitals above have the same meaning as if repeated here.
2. This Agreement shall be for a term commencing on the Effective Date and ending on March 31, 2023 (the "Term").
3. The Owner shall permit and grant the County the right to establish a public transit

bus stop and erect signage on a portion of the Property as described in the attached Schedule 'A', and hereinafter referred to as the "Premises".

4. The County, its officers, employees, agents, contractors, and lawful assigns shall have a right of access to the Property to access the Premises at reasonable hours (except in the event of emergency, in which event no notice shall be required). Such access shall include access by vehicles and equipment suitable for providing transportation of passengers, providing for the pick-up and drop-off of passengers, and for the erection, maintenance, and removal of the sign structure, [such access to be only via such area indicated as the "Access Route" on Schedule "A" unless with prior authorization of the Owner].
5. The Owner acknowledges that as a result of the establishment of a public transit bus stop and signage at the Premises members of public may be present on the Property waiting for the bus, and the bus will make regular stops at the Premise on the Property for the pick-up and drop-off passengers. The Owner agrees that it shall permit members of the public to park their vehicles on the Property for not less than 12 hours for the purpose of making trips on the bus.
6. The Owner agrees to reasonably remove snow, debris, vegetation, and other obstructions necessary for ongoing access to the Premises throughout the Term of the Agreement by the County as described within section 4 of this Agreement.
7. The Owner agrees to maintain the Premises throughout the Term of the Agreement, ensuring safe conditions for access by the public as acknowledged in section 5 of this Agreement.
8. The Owner acknowledges that the County will advertise the location of the bus stop on the Property.
9. Either Party may terminate this Agreement at any time upon giving not less than sixty (60) days' written notice of termination to the other Party.
10. The County shall, upon termination of this Agreement, remove any erected signage and cease access to the Premises.
11. The Owner acknowledges that it can access current information regarding transit schedules and other relevant information on the Grey County website: grey.ca/gtr. The County acknowledges that it is responsible for keeping this information current.
12. The Owner agrees to indemnify and hold harmless the County from all actions, suits, causes of action, liabilities, expenses, claims and demands, as at or subsequent to the date of this Agreement, arising from its intentional, negligent,

or otherwise improper care of the Premises or Property and its appurtenances by the Owner, its employees, agents, or contractors.

13. The County agrees to indemnify and hold harmless the Owner from all actions, causes of action, liabilities, expenses, claims and demands, as at or subsequent to the date of this Agreement, arising from its intentional, negligent, or otherwise improper care of the Premises, its appurtenances, and such routes used to access them, by the County, its employees, agents, or contractors.
14. The County agrees, at its own expense to obtain and keep in force and effect, during the Term of this Agreement, Municipal General Liability insurance with a limit of not less than \$5,000,000 (five million dollars) per occurrence. The County agrees to provide the Owner with proof of coverage as requested.
15. Where there is more than one person constituting the Owner in this lease, all rights, benefits, responsibilities and liabilities of the Owner hereunder shall be joint and several among them.
16. Any notices required must be in writing and delivered to the following addresses.

For the County:
County Clerk
County of Grey Administration Building
595 9th Ave E
Owen Sound, ON N4K 3E3
Fax Number: 519-376-8998
Email: countyclerk@grey.ca

For the Owner:
Contact and Title:
Address:
Fax:
Email:

If delivered in person, it will need to be between 9:00 AM and 4:30 PM, Monday to Friday excluding statutory holidays or other business closure periods. Hand delivered notices will be considered received on the business day of delivery. Notices sent by mail will be deemed to be received on the fifth day after mailed unless mail service is disrupted. Notices delivered by fax or e-mail will be deemed to be received on the next business day after the fax or e-mail is electronically confirmed as received.

17. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together shall constitute

one and the same instrument.

18. No amendment, modification, or waiver of this Agreement shall be binding unless executed in writing by the Parties.
19. Each of the clauses in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any clause will not affect the validity or enforceability of the other clauses in this Agreement.
20. Neither Party may assign all or any part of this Agreement without the written approval of the other Party. This Agreement benefits and binds the Parties and their respective successors and permitted assigns.

The County and the Owner, intending to be legally bound, have executed this Agreement on the date first written above.

The Corporation of the County of Grey

Paul McQueen, Warden

Date

Heather Morrison, Clerk

Date

We, together, have Authority to Bind the County

The Corporation of the Township of Southgate

Name:

Date

Title:

Name:

Date

Title:

We Have the Authority To Bind the Owner

Bus Stop Agreement

Schedule "A"

Bus Stop Sign Location:



Detail of Sign Location and Access Route:

