

The Corporation of the Municipality of Brockton



By-Law 2020-097

Being a By-Law to Authorize the Signing of an Agreement With the County of Grey for the Purpose of Providing a Bus Stop Transit Service Within the Municipality of Brockton.

Whereas the *Municipal Act, 2001, S.O. 2001, c. 25*, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its council;

And Whereas the *Municipal Act, 2001, S.O. 2001, c. 25*, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9; shall be exercised by By-Law;

And Whereas the Council for the Corporation of the Municipality of Brockton deems it expedient to enter into an agreement with the County of Grey with respect to providing a bus stop transit service within the Municipality of Brockton;

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That The Corporation of the Municipality of Brockton Council hereby enter into an services agreement with the County of Grey which is attached as "Schedule A" and forms part of this By-Law;
- 2.0 The execution by the Mayor and Clerk of said agreement between the Corporation of the Municipality of Brockton and the County of Grey is hereby authorized, ratified, and confirmed.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "County of Grey Bus Stop Agreement By-Law".

Read, Enacted, Signed and Sealed this 8th day of September, 2020.

Mayor – Chris Peabody

Clerk – Fiona Hamilton

BUS STOP AGREEMENT

THIS AGREEMENT made this 5th day of October, 2020 (the “Effective Date”)

BETWEEN:

The Corporation of the Municipality of Brockton
(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 Corporation of the Municipality of Brockton, in the Municipality of Walkerton in the County of Bruce municipally known as: 121 Scott Street, Walkerton, Ontario, N0G 2V0, legally described as: PLAN 7 PT LOT 32 PT LOT 33 (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.
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:
Cally Mann
Municipal Executive Coordinator
100 Scott Street,
P.O. Box 68, Walkerton, ON N0G 2V0
Fax: 519-881-2991
Email: cmann@brockton.ca

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 Municipality of Brockton

Chris Peabody, Mayor

Date

Fiona Hamilton, Clerk

Date

We Have the Authority To Bind the Owner

Bus Stop Agreement

Schedule "A"

Bus Stop Sign location:



Detail of Sign Location and Access Route

