## THE CORPORATION OF THE TOWN OF SHELBURNE

## **BY-LAW NUMBER #39 - 2021**

A BY-LAW TO AUTHORIZE THE TOWN OF SHELBURNE TO ENTER INTO AN AMENDING AGREEMENT WITH THE CORPORATION OF THE COUNTY OF GREY FOR THE PURPOSE OF ESTABLISHING BUS STOPS WITHIN THE TOWN OF SHELBURNE

**WHEREAS** pursuant to the provisions of the Municipal Act, 2001, S.O. 2001 as amended s. 11 (2) gives the municipality authorization to enact this by-law;

**AND WHEREAS** it is the intent of the Council to authorize an agreement for these services from the signing of this by-law;

**NOW THEREFORE** the Municipal Council of The Corporation of the Town of Shelburne hereby enacts as follows:

- 1. That The Corporation of the Town of Shelburne shall enter into an agreement, substantially in the form attached hereto, and initialled by the Clerk for identification.
- 2. That the Mayor or his designate and Clerk are hereby authorized to execute the agreement and all documents in connection with the matters authorized by this by-law.

BY-LAW READ A FIRST, SECOND AND THIRD TIME AND ENACTED THIS 12<sup>th</sup> DAY OF JULY 2021

•	Mayor
	Clerk

# Amendment # 1: Bus Stop Agreement

This Amending Agreement is made this \_\_ day of \_\_, 2021, in duplicate between:

## The Corporation of the County of Grey

(referred to in this Agreement as "the County"),

-And-

## The Corporation of the Town of Shelburne

(referred to in this Agreement as "the Owner")

Whereas the County and the Owner entered into a Bus Stop Agreement effective September 14, 2020 (the 'Principal Agreement');

And Whereas the County and the Owner have agreed to enter into an amending agreement to the Principal Agreement;

Now Therefore in consideration of the mutual covenants and agreements below and other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged), the County and the Owner agree as follows:

## 1.0 Amendments

1.1 Under the preamble, to amend the property description to reflect the following:

**WHEREAS** the Owner is the registered owner of the land legally described as COL. PHILLIPS DR, PLAN 7M56; in the Municipality of Shelburne in the County of Dufferin being PIN 341330950, and the bus stop locations are further described as lying between Johnson Drive and Highway 10, northbound stop located at 44.090314, -80.210782and southbound stop located at 44.09006, -80.211013.

WHEREAS the Owner is the registered owner of the land legally described as FIDDLE PK LANE, PL 322; in the Municipality of Shelburne in the County of Dufferin being PIN 341360083, and the bus stop location is further described as lying between Fiddle Park Lane and Highway 10 located at 44.087432, -80.203244.

**WHEREAS** the Owner is the registered owner of the land legally described as PT VICTORIA ST, PL 8A FROM SLY LIMIT OF HWY 10 & 89 TO SLY LIMIT OF CENTRE ST, AKA COUNTY RD #12; in the Municipality of Shelburne in the County of Dufferin being PIN 341310106, and the bus stop location is further described as lying between Victoria Street and Highway 10 located at 44.077895, -80.203473.

**WHEREAS** the Owner is the registered owner of the land legally described as PT LT 32, CON 2, PTS 2, 3, 4, 5 & 6, 7R3364; S/T MF227860; in the Municipality of Shelburne

in the County of Dufferin being PIN 341290270, and the bus stop location is further described as lying between School Road and Highway 89 located at 44.079596, -80.192528.

**WHEREAS** the Owner is the registered owner of the land legally described as SIMON STREET, PLAN 7M-10; in the Municipality of Shelburne in the County of Dufferin being PIN 341290266, and the bus stop location is further described as lying between Simon Street and Highway 89 located at 44.079377, -80.192666.

1.2 Replace Schedule "A" Detail of Sign Location with the updated schedule contained herein.

## 2.0 Remaining Terms

All remaining terms of the Principal Agreement remain unchanged and in full force for the full term unless changed by written amendment.

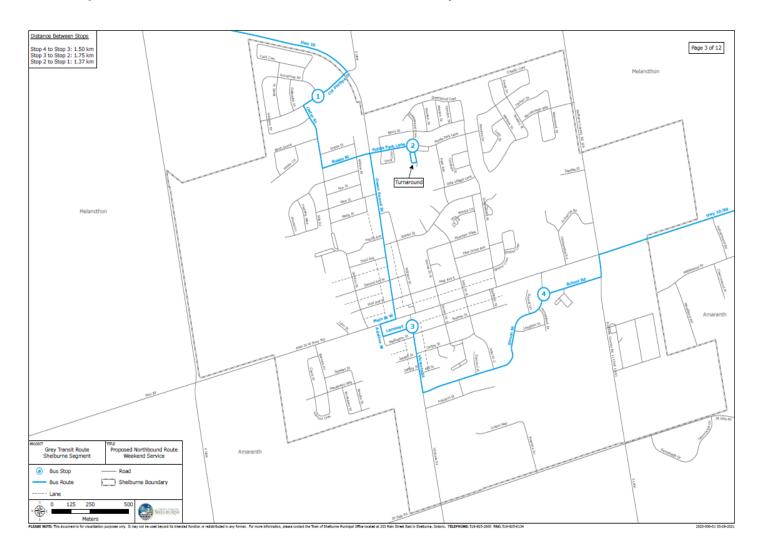
The County and the Owner, intending to be legally bound, have executed this Amending Agreement on the date first written above.

# The Corporation of the County of Grey Warden: Selwyn Hicks Date Clerk: Heather Morrison We have the authority to bind the County. The Corporation of the Town of Shelburne Wade Mills, Mayor Date Jennifer Willoughby, Clerk We, Have the Authority To Bind the Owner

## **Bus Stop Agreement**

# Schedule "A" Detail of Sign Location

## **Proposed Northbound Route Weekend Service Only**



# **Proposed Southbound Route Weekend Service Only**



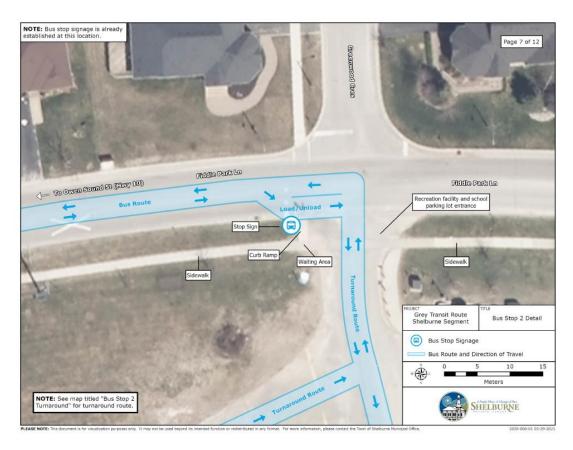
Stop 1 –Weekend Service Only Col. Phillips Dr. @ Armstrong Rd.

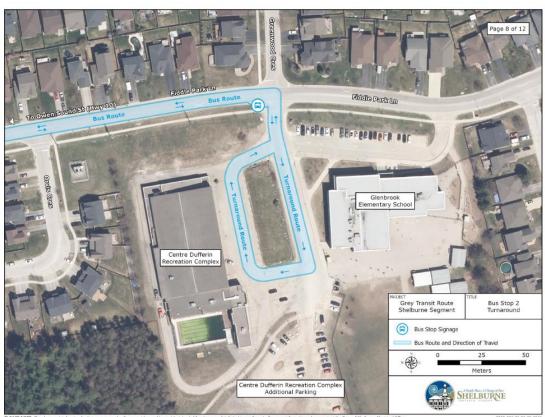




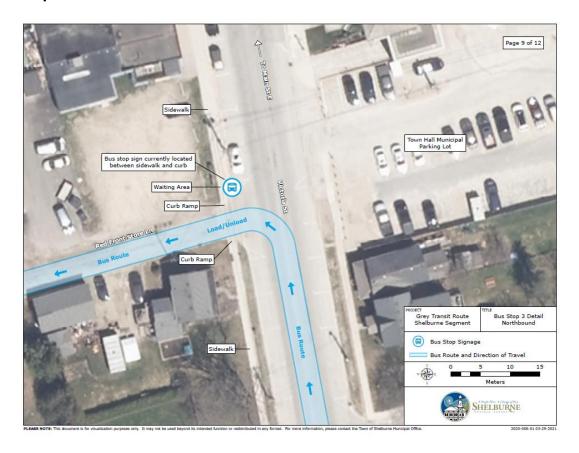


Stop 2 - Greenwood Cres. @ Fiddle Park Ln.





Stop 3: Red Front Store Ln. @ Victoria St.





# Stop 4 –Weekend Service Only Simon St. @ School Rd.





