BY-LAW NO 741

Of the Town of Collingwood to close up that portion of Harbor Street hereinafter described, and to confirm an agreement bearing date the 11th day of October, 1909, between the Corporation of the said Town and Robert J. Morrill.

WHEREAS by an agreement dated the 11th day of October, 1909, between the Municipal Corporation of the Town of Collingwood and Robert J. Morrill, it was among other things agreed that in consideration of the erection, by the said Robert J. Morrill, of a Marine Railway and Shipbuilding plant and other considerations therein set forth, the said Municipal Corporation would close up that portion of Harbor Street in said Town hereinafter described, and would demise and lease unto the said Robert J. Morrill the said portion of Harbor Street and the prolongation thereof into the Bay, for a period of ten years at a nominal rental of five dollars per year with a right of renewal for a further period of ten years at the same rental.

AND WHEREAS it was also agreed in and by the said agreement that the said Municipal Corporation would exempt the said lands from all municipal rates and taxes except school taxes and local improvement rates for a period of ten years.

AND WHEREAS it appears that notice of intention to close up the said portion of the said street has been duly advertised in the manner prescribed by law, namely, for four consecutive weeks in the "Bulletin" newspaper printed and published in the Town of Collingwood and by posting up in six places contiguous to the portions of the street proposed to be closed up, a printed notice of intention to pass this By-law.

AND WHEREAS no one has petitioned to be heard upon the said By-law and it is expedient to grant the request of the said Robert J. Morrill and to close up the portion of the said street.

AND WHEREAS it is necessary to pass a By-law to carry out that portion of the agreement regarding the said lease and regarding the exemption from taxation and to submit the same to a vote of the ratepayers of the said Municipality;

Be it therefore enacted by the Municipal Corporation of the Town of Collingwood as follows:—

1. That all that portion of Harbor Street in the Town of Collingwood described as follows:

Commencing at the intersection of the Northerly limit of Harbor Street with the water's edge, thence westerly along the said northerly limit two hundred and fifty feet, thence southerly parallel to Balsam Street forty-six feet, thence easterly parallel to said northerly limit of Harbor Street Two hundred and fifty feet more or less to water's edge, thence northerly along the water's edge to the place of beginning, be and the same is hereby stopped up and closed.

2. That the said portion of Harbor Street and the prolongation thereof into the Bay containing three-fifths of an acre, be leased to the said Robert J. Morrill for the term of ten years at the rental of five dollars per year with the right of renewal for a further period of ten years at the same rental.

3. That the said Agreement bearing date the 11th day of October, 1909 between the Corporation and the said Robert J. Morrill, be and the same is hereby ratified and confirmed in all its terms.

4. That the said lands so leased to the said Robert J. Morrill, be and the same are hereby declared exempt from all municipal rates and taxes except school taxes and local improvement rates for the term of ten years from the first day of January, 1910.

5. That the vote of the Electors of the said Town of Collingwood shall be taken on the By-law at the same hour on the same day at the same place or places and by the same Deputy Returning Officers and Poll Clerks as for the annual Municipal Election for the Municipal Council for the Town of Collingwood for the year 1910, that is to say on Monday, the Third day of January A. D. 1910, commencing at the hour of nine o'clock in the morning and continuing until five o'clock in the afternoon.

6. That on the twenty-fourth day of December A. D. 1909, at his office in the Town of Collingwood, at the hour of eleven o'clock in the forenoon the Mayor shall appoint in writing, signed by himself, two persons to attend at the final summing up of the votes by the Clerk, and one person to attend at each polling place on behalf of the persons interested in and desirous of promoting the passing of this By-law, and a like number on behalf of the persons interested in and desirous of opposing the passing of this By-law.

7. That the Clerk of the said Municipal Council of the Town of Collingwood shall attend at the Council Chamber at the hour of twelve o'clock noon on the fourth day of January A. D. 1910, to sum up the number of votes given for and against this By-law.

8. This by-law shall come into force and have effect from and after the passing thereof

Council Chamber 1910.
Clerk Mayor.
(L.S.)

NOTICE.

TAKE NOTICE that the above is a true copy of the proposed by-law which has been taken into consideration by the Municipal Council of the Town of Collingwood, and which will be finally passed by the said Council (in the event of the assent of the Electors being obtained thereto) after one month from the first publication thereof in the Collingwood Bulletin the date of which publication was Thursday the ninth day ol December 1909, and at the hour, day and places therein fixed for taking the votes of the electors the polls will be held.

J. H. DUNCAN,
Clerk.

(L.S.)

AGREEMENT

THIS AGREEMENT made in triplicate this 11th day of October, 1909.

BETWEEN:

THE MUNICIPAL CORPORATION of the Town of Collingwood OF THE FIRST PART.

—AND—

ROBERT J. MORRILL, or the said Town Boat-builder, OF THE SECOND PART.

WHEREAS the said party of the Second part has proposed to form a joint Stock Company and to establish within the said Town of Collingwood, a Marine Railway and Docks for the building and repairing of ships and other floating property, provided that the said Corporation would grant a lease of a portion of Harbor Street hereinafter more fully described, at a nominal rental and exempt the said industry from the payment of all taxes except school taxes for a period of ten years.

AND WHEREAS the said Corporation have agreed to grant the said lease and make the said exemption, provided the same shall be approved of by the electors of the said Town as hereinafter mentioned.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the said parties hereto do hereby agree to and with each other in manner following, that it to say: the said party of the Second part doth, for himself, his heirs, executors and administrators, agree with the said Corporation as follows:

(1) That he will erect within the Town of Collingwood on the property to be leased by the said Corparation or on his property adjacent to said leased property buildings suitable for the said business at a cost of not less than four thousand dollars.

(2) That he will install in said buildings, a first-class plant and machinery for the purpose of carrying on the said business at a cost of not less than Twenty thousand dollars.

(3) That he will commence building operations within six months of the passing of the By-law hereinafter referred to, and complete the same with the necessary plant and machinery within twelve months of the passing of the said By-law.

(4) That he will pay school taxes on said buildings, plant and machinery, for their full assessable value in no case to be less than twenty thousand dollars such taxes to begin on January 1st, 1911.

(5) That he will employ continuously at Collingwood, in the operation of the said industry, not less than fifteen employees.

(6) That he will keep the said industry in continuous operation at the Town of Collingwood for ten years from the commencement of operations.

(7) That he will pay to the said Corporation the cost of submitting the said By-law to the ratepayers af the said Town for their approval.

In consideration whereof the said Corporation agrees with the said party of the Second part as follows:

(1) That it will close that portion of Harbor Street required by the party of the Second part and more particularly described as follows: Commencing at the intersection of the Northerly limit of Harbor Street with the water's edge thence westerly along the said northerly two hundred and fifty feet, thence southerly parallel to Balsam Street forty six feet, thence easterly parallel to said northerly limit of Harbor Street two hundred and fifty feet more or less to the water's edge, thence northerly along the water's edge to the place of beginning, and will grant the said party of the Second part a lease of the same and of the prolongation into the Bay of Harbor Street, containing three fifths of an acre, for the term of ten years, at an annual rental of five dollars per year with the option of renewing the same for a further term of ten years at the same rental.

(2) That it will exempt the said party of the Second part, and the said land, buildings, plant and machinery from the payment of any taxes during the said term other than school taxes and local improvement rates.

It is mutually agreed by and between the parties hereto that the lease of this land by the said Corporation to the said party of the second part is made for the sole purpose of enabling the said party of the Second part to carry on the business of a Marine Railway and Shipbuilding industry, and that the said land to be leased is to be used solely and only for the purpose of building, launching and repairing vessels or for the purposes of the said Company to be formed as set out in their charter of incorporation or any amendments thereto, and it is hereby mutually agreed that the lease of the said land and land covered with water, shall contain a clause of defeasance, and that if the said land is not used for the purposes aforesaid, the said lease shall become void, and the said party af the Second part, will covenant and agree that he will do or cause to be done any act or acts which the said Corporation may consider necessary for the purpose of restoring the said property to the said Corporation aforesaid.

It is further mutually agreed that the by-law passed by the Corporation pursuant to this agreement shall be submitted to a vote of the people on the same day as the municipal elections are held in January, 1910.

In witness Whereof the parties hereto have affixed their hands and seals the day and year first above written.

Signed, Sealed and Delivered In The Presence Of Emily Nettleton.

R. J. Morrill.

The Corporation Town of Collingwood, H. A. Currie, Mayor.

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G. T. R. Time Table

Taking effect September 26th, 1909:

	Arrive.	Leave.
From Toronto	11.50 a.m.	12.01 p.m.
From Toronto	5.30 p.m.	5.45 p.m.
From Toronto	9.10 p.m.	9.25 p.m.
For Toronto	6.25 a.m.	6.30 a.m.
For Toronto	11.25 a.m.	11.50 a.m
For Toronto	4.00 p.m.	4.10 p.m
Beeton branch	12.45 p.m.	6.10 a.m.
Beeton branch	8.2c p.m.	3.45 p.m.