

The Corporation of the Township of Southgate

By-law Number 2020-121

**being a by-law to authorize an agreement between Trustees of the
Independent Old Order Mennonite Church 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 Trustees of the Independent Old Order Mennonite Church,

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

1. **That** the agreement between Trustees of the Independent Old Order Mennonite Church 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 7th day of
October, 2020.**

John Woodbury – Mayor

Lindsey Green – Clerk

THIS FIRE RESERVOIR AGREEMENT

Made the 24th day of September, 2020.

B E T W E E N:

TRUSTEES OF THE INDEPENDENT OLD ORDER MENNONITE CHURCH
(hereinafter referred to as the "Mennonite Church")

-and-

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE
(hereinafter referred to as the "Township")

(hereinafter collectively referred to as the "Parties")

WHEREAS:

1. The Mennonite Church is the registered owner of the lands legally described as PT LT 37 CON 8 PROTON PT 1 16R8745; Township of Southgate and municipally described as 311796 Grey Road 8, Dundalk, Ontario (hereinafter referred to as the "Subject Property");
2. In order to develop the Subject Property, the Mennonite Church has applied for a building permit;
3. As a condition of approval for development of the Subject Property, The Township requires a water reservoir for fire fighting and fire suppression purposes; and
4. The Parties have entered into this agreement for such purposes.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by each of the Parties hereto to each other and in consideration of the above premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. CONSTRUCTION

- 1.1 The Mennonite Church will construct, at its cost, the said water reservoir on the Subject Property in a location satisfactory to the Township. Such reservoir will be constructed in accordance with the Ontario Building Code and any other relevant legislation to be approved in writing by the Township's Fire Chief and Chief Building Official.

2.0 ACCESS, USE AND MAINTENANCE

- 2.1 The Township's Fire Department shall have access to the reservoir at all times for the purposes of inspection and firefighting of properties regulated by the Township's Fire Department agreements. Any use of the reservoir by anyone other than

members of the Township's Fire Department must be approved in writing by the Township.

- 2.2 The Mennonite Church agrees, at its expense, to maintain and repair the reservoir so that it is kept and maintained in accordance with the approved plans for the reservoir.
- 2.3 Access roads to and from the reservoir shall be provided by the Mennonite Church in a manner that will accommodate the Township fire trucks and equipment and all access roads shall be maintained in good condition all year including but not limited to snow removal.
- 2.4 The Mennonite Church agrees to keep the reservoir filled with water in accordance with the Township's instructions and maintained at a water level satisfactory to the Township.

3.0 REGISTRATION

- 3.1 This Agreement may be registered on the title to the Subject Property.

4.0 INDEMNITY

- 4.1 The Mennonite Church agrees to indemnify and save harmless the Township from any and all costs, claims, demands, damages, fines, suits, actions and judgments made, brought or recovered against the Township for any bodily injury, death, property damage or environmental impairment caused by or resulting from the construction, maintenance and use of the reservoir referred to in this Agreement save and except for negligence by the Township, its employees, firefighters, agents or councillors.

5.0 INSPECTION

- 5.1 The Township may enter the Subject Property at any time to inspect the reservoir and access roads. In the event of any damage to the reservoir or access roads discovered on inspection the Mennonite Church shall promptly remedy such damage. In any event, the Mennonite Church is responsible to maintain the reservoir and access roads in good condition (including maintenance of water level) at all times.

6.0 GENERAL

- 6.1 Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and vice versa.
- 6.2 If any section in the Agreement is or is held to be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding on the Parties as though such section had never been included in this Agreement.

- IN WITNESS THEREOF** the Parties have executed this Agreement.

SIGNED, SEALED AND
DELIVERED

TRUSTEES OF THE INDEPENDENT
OLD ORDER MENNONITE CHURCH

Per: W. B. [Signature]

Per: Walter S. Hoover

Per: _____

THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE

Per: _____

Per: _____

We have authority to bind the Corporation