

**The Corporation of the Township of Southgate**

**By-law Number 2020-111**

**being a by-law to authorize an agreement between Flato West Meadows Inc. 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 Flato West Meadows Inc.,

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

1. **That** the agreement between Flato West Meadows Inc. 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 7<sup>th</sup> day of October, 2020.**

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John Woodbury – Mayor

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Lindsey Green – Clerk

## FINAL SERVICING CAPACITY ALLOCATION AGREEMENT

Made in Duplicate this 7th day of October, 2020

BETWEEN:

**FLATO WEST MEADOWS INC.**

**Block 75 Edgewood Suites**

**3621 Highway #7 East, Suite 503**

**Markham, ON L3R 0G6**

(hereinafter referred to as the "Developer")

AND

**THE CORPORATION OF THE**

**TOWNSHIP OF SOUTHGATE**

**185667 Southgate Road #22 – RR#1**

**Dundalk, ON NOC 1B0**

(hereinafter referred to as the "Township")

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**WHEREAS** the Township of Southgate ("**Township**") has available or plans for increasing Water and Wastewater servicing capacity to supply existing and future development in the Village of Dundalk "Dundalk"; and

**AND WHEREAS**, a new development is proposed in Dundalk and as such the development has requested in writing to the Township water and wastewater servicing capacity allocated subject to availability.

**NOW THEREFORE** the Parties Here to agree:

1. That the Township of Southgate will allocate **56 (fifty-six)** of Water and Wastewater Residential Units of Reserve Servicing Capacity to service 80 apartment units in this development with a 0.7 Equivalent Residential Unit allocation per apartment.
2. That the Developer accepts this allocation of water and wastewater Residential Units of Reserve Servicing Capacity based on the conditions set out in this agreement.
3. That the Final Capacity Allocation Agreement shall be for period of 3 years following the municipal by-law approval date of this agreement.
4. That the Final Capacity Allocation Agreement may be extended for an additional 1 year term(s) based on evidence of site development progress.
5. That the Developer accepts that at its sole discretion the Township may not agree to extend a Final Capacity Allocation Agreement in in whole or in part, if in the opinion of Township and its Engineers that site development progress has not progressed sufficiently to reflect 50 (fifty) percent occupancy or use of the allocated servicing capacity.

6. That the Developer acknowledges that any payments to be made or works with respect to the projects allocation of Final Capacity by the Developer required by the Township must be completed to maintain this agreement in force and affect. The payments and /or works required are listed in the attached Schedule A documents that forms as part of the agreement document or provides reference to a Front Ending or Service Finance Agreement that has been previous approved by the Developer and Township Council by municipal by-law.
7. This Agreement shall be binding on the parties hereto and their heirs, executors, administrators or assigns.

**IN WITNESS WHEREOF** the Parties hereto have affixed their respective hands and seals.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCES OF:**

**Flato West Meadows Inc.**

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Name: Shakir Rehmatullah  
Title: President

\_\_\_\_\_  
Witness

*I have authority to bind the Corporation.*

**The Corporation of the Township  
of Southgate**

\_\_\_\_\_  
Mayor: John Woodbury

(seal)

\_\_\_\_\_  
Clerk: Lindsey Green  
*We have authority to bind the Corporation.*

## **Schedule A**

### **Listing of Payments and Works for the Development Project Final Capacity Allocation**

- Flato Block 75 Servicing Financing Agreement
- Required Securities posted to support the listed agreements above.