

The Corporation of the Township of Southgate

By-law Number 2022-127

**being a by-law to authorize an agreement between 2570970 Ontario 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 2570970 Ontario 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 2570970 Ontario Inc. and The Corporation of the Township of Southgate, attached hereto as Schedule A is hereby ratified and confirmed; and
2. **That** the Mayor and Clerk are hereby authorized and directed to sign the Agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; 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
September, 2022.**

John Woodbury - Mayor

Lindsey Green – Clerk

FINAL CAPACITY ALLOCATION AGREEMENT

Made in Duplicate this 7th day of September, 2022.

BETWEEN:

2570970 Ontario Inc.
White Rose Park Phase III
7941 Jane Street, Suite #201
Concord, ON L3R 0G6
(hereinafter referred to as the "Developer")

AND

THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE
185667 Grey Road 9 – RR#1
Dundalk, ON N0C 1B0
(hereinafter referred to as the "Township")

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 30 (thirty) Equivalent Residential Units of Water and Wastewater Residential Units of Reserve Servicing Capacity for this project to service; 10 single family homes and 25 townhomes. The Developer acknowledged that the Township of Southgate is not able to provide 47 (forty-seven) Equivalent Residential Units of servicing capacity allocation because it is not available at this time. Schedule A that forms part of this agreement provides the breakdown of the specific development capacity assignment of the approved allocation and the unallocated servicing capacity for this project.
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 a period of 3 (three) 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 (one) 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 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 project 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 B documents that forms as part of the agreement document or provides reference to a Front Ending or Service Finance Agreement that has been previously 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:**

**2570970 Ontario Inc.
c/o White Rose Park**

Date:

Name: Vittorio De Palma
Title: Director

I have authority to bind the Corporation.

Witness

**The Corporation of the Township
of Southgate**

Southgate Mayor John Woodbury

Southgate Clerk Lindsey Green

We have authority to bind the Corporation.

Schedule A

White Rose Park Phase III Development Servicing Capacity Allocation

Capacity Requested:

Construction Type	Requested ERU	Residential Units
Commercial	0	
Industrial	0	
Residential Single Family	30	30
Residential Semi-detached	0	
Residential Townhomes	<u>47</u>	<u>58</u>
Total	77	88

Township Allocated Water and Wastewater Servicing Capacity for this Project Agreement:

Construction Type	Allocated ERU	Residential Units
Commercial	0	
Industrial	0	
Residential Single Family	10	10
Residential Semi-detached	0	
Residential Townhomes	<u>20</u>	<u>25</u>
Total	30	35

Unallocated Water and Wastewater Servicing Capacity for this Project Agreement:

Construction Type	Allocated ERU	Residential Units
Commercial	0	
Industrial	0	
Residential Single Family	20	20
Residential Semi-detached	0	
Residential Townhomes	<u>27</u>	<u>33</u>
Total	47	53

Schedule B

White Rose Park Phase III Development

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

Payments:

None

Works to be Completed:

A Service Finance Agreement and cost calculation is being assessed and the conditions developed by the engineers for execution between White Rose Park Phase III developer and the Township of Southgate. The agreement will assess the required project work, project costs and any cost sharing required for all the off-site infrastructure upgrades and site improvements to the roads, sidewalk, drainage and servicing required to support this new residential development's increased needs and servicing demands.