

## **The Corporation of the Township of Southgate**

### **By-law Number 2022-144**

#### **being a by-law to authorize a partnership agreement between South-East Grey Community Health Centre, South-East Grey Support Services, The Dundalk and District Lion's Club 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 South-East Grey Community Health Centre, South-East Grey Support Services and The Dundalk and District Lion's Club,

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

1. **That** the agreement between South-East Grey Community Health Centre, South-East Grey Support Services, The Dundalk and District Lion's Club and The Corporation of the Township of Southgate, attached hereto at 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 5<sup>th</sup> day of October, 2022.**

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John Woodbury – Mayor

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Lindsey Green – Clerk

# Partnership Agreement

Between

**South-East Grey Community Health Centre**

(hereinafter referred to as the "CHC")

and

**South-East Grey Support Services**

(hereinafter referred to as the "Agency")

and

**The Dundalk and District Lion's Club**

(hereinafter referred to as the "Lion's" or "Lions")

and

**The Corporation of the Township of Southgate**

(hereinafter referred to as the "Township")

WHEREAS the CHC is interested in establishing an integrated primary care hub in Dundalk that will improve access to care for clients and patients of Southgate currently receiving care from the CHC at the Lions Club Clinic;

AND WHEREAS the Lions have provided a medical facility to the people in the Village of Dundalk, Southgate and the surrounding community for the last 45 years;

AND WHEREAS the Township provided free land for the Lions to erect a clinic in 1975;

AND WHEREAS the CHC has been successful in receiving planning money from the Ministry of Health for a new medical clinic in Dundalk;

AND WHEREAS the Agency is interested in obtaining the Lions building for client residential use;

AND WHEREAS the Lions are interested in obtaining dedicated space in the new Clinic;

NOW THEREFORE, in consideration of the mutual covenants and agreements, and subject to the conditions and limitations, set forth herein, and for the mutual reliance of the parties hereto, the parties hereby agree that no commitment or guarantee, or warranty is implied with or binding to any and all of the following undertakings:

**1. Dundalk Lions Club:**

- The facility erected on land provided by the Township and currently rented to the CHC and other tenants shall transfer to the control of the Agency;
- The Lions facility shall be vacated by all tenants within ninety (90) days of the new CHC medical clinic beginning operations;
- The Lions Club will provide a written notice of eviction to each of the Tenants of the Lions Club Clinic 120 days prior to the required evacuation date; and
- The Lions will turn over the Lions Building to the Agency in exchange of their financial commitment to the new CHC medical facility.

## **2. The Township of Southgate:**

- The Township has provided land to the CHC for the erection of a new multi-disciplinary medical clinic in Dundalk;
- The land used by the Lions to erect an original Lions Medical clinic (specifically describe as Plan 480, Lot G, H in the Township of Southgate (Village of Dundalk), municipally known as 53 Main Street West, assessment roll number 42 07 110 001 39400, hereinafter, called "the lands") are owned by the Corporation of the Township of Southgate which has entered into this agreement to provide municipal capital facilities, pursuant to subsection 110 (1) of the Act;
- The Lions will have access to all Southgate owned facilities for their use for meetings and community events they organize and book the facility when available;
- The Lions Medical Clinic building as a physical structure on the Lands shall become the property and the responsibility of the Agency within 90 days of the new medical (CHC Clinic) opening;
- The Lands excluding the physical building structure shall remain the property and the responsibility of the Township;
- The Township shall provide the land to Agency as a property lease at no cost for a period of not less than sixty (60) years for the purpose of converting original Lions Medical Clinic facility in Dundalk to an Affordable Housing project as a building conversion and upgrade project as a condition the Agency must have in place to qualify for Canada Mortgage and Housing Corporation funding and loans;
- The Township will continue to maintain the parking lot and provide winter maintenance snow removal and sanding; and
- The Township shall not be obligated to any future use of the Lions Medical Clinic facility by any party other than the Agency for land lease purposes only.

## **3. South East Grey Community Health Centre**

- The CHC shall work through the Ministry of Health Capital Planning process to obtain funding approval to design and construct an integrated medical facility on land owned by the Township of Southgate;
- The CHC shall give notice to the Lions Club of their intention to vacate at least 120 days in advance of moving into their new facility;
- The CHC will endeavor to build the new facility large enough with approved funding that will enable it to lease space to the current Lions Club tenants without comprising the CHC's ability to perform its regular operations;
- In recognition of the contribution the Lions Club have made to the Southgate area, the CHC will provide the Lions Club access to a meeting space and kitchen area at mutually agreed upon times that are scheduled at least one month in advance for the purposes of conducting their meetings and provide a naming convention consistent with the CHC's naming rights policy;
- Said access shall be granted in perpetuity as long as Lions Club exist as a community entity;

- The CHC shall include in the design of the new Clinic, dedicated space that shall meet the storage needs of the Lions Club while conforming to the overall design and build requirements required by the CHC; and
- The cost to design and construct the dedicated space shall not exceed \$100,000 and 200 ft<sup>2</sup>.

#### **4. South East Grey Support Services**

- The Agency shall assume control of the Lions Medical Clinic;
- Said control shall be considered full ownership of the building only by the Agency;
- In recognition of the donation made by the Lions, the Agency shall pay for the building of a dedicated space in the new facility required by the Lions;
- The Agency shall work with the Lions and provide a naming of the renovated facility that recognizes the Club's historical commitment to the origin and future use of the building; and;
- Said cost to be \$100,000 for the dedicated space in the new facility as a donation by the Agency and paid to the CHC.
- The conditions of the transfer of the building will be that the Agency will convert the future use of the building as an Affordable Housing rental space in Dundalk to support local accommodation needs and an agreed to naming of the building as a new housing facility that recognizes the Lions Club for their original commitments to develop and construct the original Lions Medical Centre.

IN WITNESS WHEREOF the South East Grey Community Health Centre and the Dundalk and District Lion's Club, The Township of Southgate and South East Grey Support Services have hereto affixed their corporate seals attested by the hands of their duly authorized officers in that behalf.

**This page is intentionally left blank with the signatory page to follow:**

## **SOUTH-EAST GREY COMMUNITY HEALTH CENTRE**

Date: \_\_\_\_\_ Per: \_\_\_\_\_  
Alex Hector, Executive Director

*I have the authority to bind the Corporation*

## **DUNDALK AND DISTRICT LIONS CLUB**

Date: \_\_\_\_\_ Per: \_\_\_\_\_  
Rob Sturrock, President

Date: \_\_\_\_\_ Per: \_\_\_\_\_  
Blain Clarke, Treasurer

*We have the authority to bind the Lions Club.*

## **THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**

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

John Woodbury, Office of the Mayor

Date: \_\_\_\_\_ Per: \_\_\_\_\_  
Lindsey Green, Township Clerk

*We have the authority to bind the Corporation.*

## **SOUTH-EAST GREY SUPPORT SERVICES**

Date: \_\_\_\_\_ Per: \_\_\_\_\_  
Maurice Voisin, Executive Director

*I have the authority to bind the Corporation*