

The Corporation of the Township of Southgate

By-law Number 2023-039

being a by-law to authorize an agreement between the Dundalk Agricultural Society 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 the Dundalk Agricultural Society,

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

1. **That** the agreement between the Dundalk Agricultural Society 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 20th day of April, 2023.

Brian Milne – Mayor

Lindsey Green – Clerk

THIS AGREEMENT made on this 20th day of April, 2023.

BETWEEN:

THE DUNDALK AGRICULTURAL SOCIETY

Hereinafter called the "Landlord"

AND

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

Hereinafter called the "Tenant"

WHEREAS the tenant has agreed to lease parts of the landlord's property known as the "Baseball Park," further described in Schedule "A" to this agreement, for recreational purposes to serve the residents of the Township of Southgate; and

WHEREAS the tenant agrees to assume all responsibilities for and manage the Baseball Park previously constructed on part of the lands owned by the Landlord,

NOW THEREFORE in consideration of the mutual covenants and agreements, and the payment of rents herein set out, the parties hereto covenant and agree as follows:

1. The landlord is the owner of the lands and premises more particularly described and defined in Schedule "A" hereto and it has agreed to rent the property to the tenant for the agreed consideration of ONE DOLLAR (\$1.00) per year for a term of 15 years from the date hereof ending on the 20th day of April, 2038.
2. The landlord reserves the right to use the facilities free of charge for any function sponsored by the Dundalk District Agricultural Society. The landlord agrees to provide notice to the tenant at least 90 days in advance of the day(s) the landlord required the premises for their own purposes. The landlord shall have the right to use the premises for their own purposes with less than 90 day's notice if the premises have not been scheduled for another use by the tenant.
3. The tenant agrees to notify its insurance company and provide proof of insurance to the landlord naming the Dundalk Agricultural

Society of the acquisition of the ballpark lands and to insure same against liability so as to indemnify and save harmless the landlord from any and all claims, demands, actions, suits arising from or as a result of the operation of the baseball park.

4. The tenant agrees to pay all hydroelectric charges for electricity consumed at the baseball park.
5. The tenant agrees to assume all responsibility for and to manage all aspects of the operation of the baseball park, including, without limiting the generality of the foregoing, the following: scheduling, grass cutting, grading of entrance, and parking lot areas as needed, security, signing, parking, fencing, lighting, entrance gates, compiling rules and regulations and insuring.
6. The landlord owns the bleachers presently in use at the Pat Dales Memorial Park. The tenant has the right to use the bleachers and the landlord reserves the right to turn the bleachers around to use same in conjunction with its oval track or other activities on the fairgrounds during the landlord's functions. In exchange for the use of these bleachers the landlord has the right to use the bleachers at the Dundalk Memorial and Hopeville Ball Parks for their Fall Fair weekend only and will coordinate the use with Southgate staff.
7. Nothing in the agreement shall prevent the tenant from delegating any aspect of its management of the ballpark or its responsibilities, concessions or duties to any other person, club, or corporation.
8. The tenant agrees to assume responsibility for and pay all expenses in connection with the operation and management of the baseball park.
9. The baseball park shall retain the name and be known as the Pat Dales Memorial Park.
10. The Agreement shall enure to and be binding upon the Parties hereto, their successors and assigns.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals as attested to by their signing officers.

DUNDALK AGRICULTURAL SOCIETY

Dated: _____ Per: _____

President

Dated: _____ Per: _____

Secretary

We have authority to bind the Corporation

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

Dated: _____ Per: _____

Brian Milne,
Mayor

Dated: _____ Per: _____

Lindsey Green,
Clerk

We have authority to bind the Corporation

SCHEDULE "A"

Description of Baseball Park Lands

The "Baseball Park" lands are described in this agreement as those portions of the Dundalk Agricultural Society lands described as being in the northwest corner of the property, behind the Quonset Building and green Livestock Barn and located to the west of the oval racetrack. The aerial photo below shows the Agricultural Society property and those lands used for the purposes of this agreement pictorially bordered by a red line.

