

**The Corporation of the Township of Southgate**

**By-law Number 2023-044**

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 3<sup>rd</sup> day of May, 2023.**

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Brian Milne – Mayor

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Lindsey Green – Clerk

**THIS AGREEMENT** made on this 3<sup>rd</sup> day of May, 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 a land use agreement for parts of the landlord's property known as the "Sports Fields," further described in Schedule "A" to this agreement, for recreational purposes to serve the residents of the Township of Southgate,

**NOW THEREFORE** in consideration of the mutual covenants and agreements, 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 the tenant's use of the lands for a term of 15 years from the date hereof ending on the 3<sup>rd</sup> day of May, 2038.
2. The tenant agrees to notify its insurance company and provide proof of insurance to the landlord.
3. All minor sports groups using the lands shall have an agreement with the landlord and shall provide proof of insurance to the landlord and the tenant prior to usage.
4. The landlord reserves the right to use the sports fields for any purposes the landlord deems fit; sports groups requiring the fields shall book the said fields thirty (30) days in advance with the Dundalk Agricultural Society; and following any activity the landlord has, the sports fields shall be returned to original condition.
5. If damage to the sports fields occurs, by other than the landlord, the tenant will return to original condition.

6. The tenant agrees to assume responsibility for and pay all expenses in connection with the operation and management of the sports field lands.
7. Nothing in this agreement shall prevent the tenant from delegating any aspect of its management of the sports field or its responsibilities, concessions or duties to any other person, club, or corporation.
8. The tenant and the landlord shall reserve the right to terminate and/or make amendments this agreement with six (6) months written notice.
9. The Agreement shall enure to and be binding upon the Parties hereto, their successors and assigns.

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**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 Sports Field Lands

The "Sports Field" lands are described in this agreement as those portions of the Dundalk Agricultural Society property and described as being inside the oval half mile race track with the exception of the fenced horse ring and lands to the north of the east to west drainage creek. 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.

