

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

### **By-law Number 2023-059**

being a by-law to authorize a tiered emergency response amending agreement between the Corporation of the Corporation of the County of Grey 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 an amending agreement to amend the tiered emergency response agreement with the Corporation of the County of Grey,

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

1. **That** the amending agreement between the Corporation of the County of Grey and the Corporation of the Township of Southgate attached hereto as Schedule A, is hereby ratified, and confirmed; and
2. **That** the Mayor and the Clerk are authorized and directed to sign the agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Council of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** this by-law shall come into force and effect upon the final passing hereof.

**Read a first, second, and third time and finally passed this 7<sup>th</sup> day of June, 2023.**

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Brian Milne – Mayor

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Lindsey Green – Clerk

# **Amendment/Extension Tiered Emergency Response Agreement**

THIS AMENDING AGREEMENT made this 1<sup>st</sup> day of May, 2023, between:

## **The Corporation of the County of Grey**

(hereinafter referred to in this Agreement as “the County”),

-And-

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

(hereinafter referred to in this Agreement as “the Municipality”);

Whereas the County and the Municipality entered into a tiered emergency response agreement effective October 10, 2018, expiring October 9, 2023 (the ‘Principal Agreement’);

And Whereas the County and the Municipality have agreed to enter into an amending agreement to the Principal Agreement;

Now Therefore in consideration of the mutual covenants and agreements below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Municipality agree as follows:

### **1.0 General**

- 1.1 All parties agree that this Agreement extends the Principal Agreement which remains in force and effect.
- 1.2 All parties agree that they are in favour of this extension subject to the required amendments.

### **2.0 Amendments**

- 2.1 Add clause 19.0 General as follows:  
“19.0 General  
19.1 the terms defined in the recitals shall have the same meaning as if repeated here at length.”
- 2.2 Remove clause 2.1 of the Principal Agreement.
- 2.3 Add clause 2.1 of the Principal Agreement as follows: “This agreement shall be effective on the date that it is signed by all parties and shall continue until June 30, 2028 (the “Term”), unless it is otherwise terminated as per section 10 of this Agreement.”

### **3.0 Remaining Terms**

- 3.1 All remaining terms of the Principal Agreement remain unchanged and in full force for the full term unless changed by written amendment.

### **4.0 Counterparts**

- 4.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together shall constitute one and the same instrument. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically will also deliver the original counterpart to the other parties, but failure to do so does not invalidate this Agreement.

The County and the Municipality, intending to be legally bound, have executed this Amending Agreement on the date first written above.

## The Corporation of the County of Grey

\_\_\_\_\_  
Warden: Brian Milne

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk: Tara Warder

\_\_\_\_\_  
Date

We have the authority to bind the County.

## The Corporation of the Township of Southgate

\_\_\_\_\_  
Mayor: Brian Milne

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk: Lindsey Green

\_\_\_\_\_  
Date

We have the authority to bind the Municipality.

## Dundalk Fire Department

\_\_\_\_\_  
Fire Chief: Derek Malynyk

\_\_\_\_\_  
Date

I have signed in acknowledgement of the terms and conditions agreed to herein by the Parties to this Agreement