

The Corporation of the Township of Southgate
By-law Number 2024-032

**Being a by-law to authorize the execution of a Site Plan Control
Amending Agreement**

Whereas Section 41 of the Planning Act, RSO 1990, Chapter P.13 as amended authorizes municipalities to designate areas of Site Plan Control, and to subsequently enter into agreements with respect to the conditions of development or redevelopment of lands in areas of Site Plan Control; and

Whereas all of the lands within the Township are designated as a Site Plan Control Area pursuant to the provisions of Section 41 of the Planning Act and By-law 2007-47; and

Whereas the Council of the Township of Southgate deems it expedient to enter into a Site Plan Amending Agreement with the owner,

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

- 1. That** an Amending Site Plan Agreement between 2137569 Ontario Inc. and the Township of Southgate for the development of all and singular lands lying and being in the Province of Ontario, County of Grey, Township of Southgate known as Part Lot 235-236 Concession 2 SWTSR, Being Parts 1 & 6, Plan 16R11609, subject to an Easement over Part 1 in GY70526, Geographic Village of Dundalk. Such agreement being attached hereto as Schedule "A" and which forms a part of this by-law;
- 2. That** the Mayor and Clerk are authorized to sign the Site Plan Amending Agreement on behalf of the Council of the Corporation of the Township of Southgate in substantially the form as that set out in Schedule A;
- 3. That** the Clerk is authorized and directed to cause notice of the Site Plan Amending Agreement to be registered on the title to the said lands forthwith after it has been signed by all parties; and
- 4. That** this By-law shall come into full force and effect upon the final passing hereof.

Read a first and second time this 3rd day of April 2024.

Read a third time and finally passed this 3rd day of April 2024.

Mayor – Brian Milne

Clerk- Lindsey Green

**THE CORPORATION OF
THE TOWNSHIP OF SOUTHGATE
AMENDING SITE PLAN AGREEMENT**

THIS AGREEMENT made in this 3rd day of April, 2024

Between:

2137569 Ontario Inc.
(hereinafter called the "Owner" OF THE FIRST PART)

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE
(hereinafter called the "Township" OF THE SECOND PART)

WHEREAS the Owner represents to be the registered owner of those lands and premises in the Township of Southgate in the County of Grey, more particularly described in Schedule "A";

AND WHEREAS the Owner entered into a Site Plan Agreement with the Township **adopted by By-law 2022-031 on March 2, 2022** (the "Site Plan Agreement") with respect to developing the Lands described in Schedule "A";

AND WHEREAS the Township has enacted a Site Plan Control Area By-law pursuant to the Planning Act RSO 1990, as amended;

AND WHEREAS pursuant to the Planning Act RSO 1990, as amended the Township appointed an officer to approve such plans and drawings submitted for site plan approval and said officer may also establish conditions on site plan approval;

AND WHEREAS the Owner has applied to the Township for an amendment to the Site Plan Agreement under the provisions of the *Planning Act*, R.S.O., 1990, c.P.13 with respect to additional works to be completed pursuant to the development of the site (hereinafter called the "Works");

AND WHEREAS the terms of a Site Plan Agreement may be amended or varied by a written document signed by both parties and registered against the Lands;

AND WHEREAS the Owner agree to complete all works, material, matters, and things required to be done, furnished, and performed in the manner hereinafter described in connection with the proposed use of the subject lands, including any special provisions or conditions, if applicable, as outlined in Schedule "C";

AND WHEREAS the covenants in this Agreement are binding upon the Owner and when registered on title are binding upon all successors in title;

NOW THEREFORE WITNESSETH THAT in consideration of the approval of the plans by the Township officer for the development of the subject and the sum of ONE (\$1.00) DOLLAR of lawful money of Canada receipt whereof of which is hereby acknowledged, the Owner hereby agrees with the Township as follows:

1. That the Original Site Plan Agreement is amended by adding the following to the end of Section V Part 9

"The Owner is responsible for ensuring that all lateral water, sanitary and storm sewer connections to municipal services within the Township public right of way are designed, installed and maintained in accordance with the requirements and standards of the Township. In the absence of a Township

standard the Owner shall ensure that Ontario Specifications and Standards for Public Works (OPS) including OPS Drawings (OPSD) and OPS Specifications (OPSS), or any other relevant standard or code are met.

- 2. The Owner acknowledges that the security required by the Original Site Plan Agreement Section V Part 14 Schedule "C" shall be reduced/replaced with security in the amount of Fifty Thousand Dollars (\$50,000) such security to be provided in the same form as required by the original Site Plan Agreement, and held by the Township until completion of the works described in Schedule "B" to this Amending Site Plan Agreement.
- 3. The Owner agrees that the completion date in Section VI Part 2 in the original Site Plan Agreement shall be amended to April 23, 2026 for all works described in Schedule "B" to this Amending Site Plan Agreement.
- 4. That the drawings/documents in Schedule "B" to this Amending Site Plan Agreement shall be the applicable drawings/documents for the Phase 2(a) site development works which amend as applicable the drawings/document from the Original Site Plan Agreement.
- 5. The Owner acknowledges and agrees to the terms and conditions regarding the Township's Provisional Allocation of water and sanitary sewer specified in Schedule "C" to the agreement."
- 6. All other terms, conditions, and provisions of the original Site Plan Agreement shall remain unchanged and shall continue in full force and effect and time shall remain of the essence.
- 7. The Parties agree that within 30 days of its execution this Amending Site Plan Agreement shall be registered on title to the lands described in Schedule "A" as provided for by the Planning Act, R.S.O., 1990, as amended, at the expense of the Owners, and upon registration the Owner shall provide a registered copy of same to the Township,

IN WITNESS WHEREOF the corporate parties have executed this Agreement by affixing thereto their corporate seals, as attested by the hand of their proper signing officers duly authorized in that behalf.

AND IN WITNESS WHEREOF the natural parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND
DELIVERED

OWNER
21375

Per: 
James Fallis Gott

Date: 2024 March 12
I have authority to bind the Corporation

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE**
Per:

Brian Milne, Mayor

Per: _____
Lindsey Green, Clerk

Date: _____
We have authority to bind the Corporation

Schedule A

All and singular that certain parcel or tract of land and premises situate, lying and being in the Province of Ontario, County of Grey Township of Southgate and being composed of

Part Lot 235-236 Concession 2 SWTSR, Being Parts 1 & 6, Plan 16R11609, Subject to an Easement over Part 1 In GY70526, Geographic Village of Dundalk

Schedule "B"

APPROVED SITE PLANS

The approved drawings/documents for Phase 2a

Drawings;

The following drawings were prepared for Ice River Sustainable Solutions development entitled "Construction of Proposed Industrial Facility Eco Parkway, Dundalk" dated December 15, 2023 prepared by Triton Engineering Services Limited;

- SG-01; Site Grading Plan
- SS-01; Site Servicing Plan
- SP-01; Site Plan
- ESC-01; Sediment Erosion Control Plan
- LP-02; Landscape Plan
- SWM-01: Storm Water Management Facility Plan

Documents;

Report entitled "Proposed Industrial Facility, Eco Parkway, Community of Dundalk, Township of Southgate, Ontario. Functional Servicing and Stormwater Management Report". Prepared for Ice River Sustainable Solutions, dated January 25, 2024.

Without limiting the generality of the foregoing, all of the specifications and requirements contained in the approved plans and drawings described in Schedule "B" which is on file at Southgate's Municipal Office, shall be adhered to and satisfied by the Owner to the satisfaction of Township.

Schedule "C"

There following special provisions are applicable to the lands described In Schedule "A" for the development described by the documents and drawings listed in Schedule "B" to this agreement:

1. Provisional Allocation of Water and Sanitary Sewer

The Township agrees to an Additional Provisional Allocation of 188 Equivalent Residential Units (125 cubic metres per day) water consumption and 7 Equivalent Residential Units (10 cubic metres per day) volume of discharge into the sanitary sewer collection system subject to the terms and conditions stipulated in the Southgate Servicing Capacity Allocation & Retention Policy and the Township Sewer Use Bylaw.

The Owner acknowledges that its estimated sanitary sewer discharge volume is significantly lower than the water usage on the basis that they Owner will install and maintain water retention and recycling equipment to re-use and recycle waste water in such a way as to minimize flow into the Township sanitary sewer collection system.

2. Monitoring of Sanitary Sewer

Prior to issuance of a building permit for the work described in Schedule "B" to this Amending Site Plan Agreement the Owner agrees as follows:

- a) to execute the Township's Final Capacity Allocation Agreement to define the final terms of the Owner's access to the Township's water and sanitary sewer services; and
- b) to complete at the Owner's sole cost and expense and to the Township's sole satisfaction the following:
 - i) Install at the lot line within a manhole a remote electronic flow measuring device that allows the parties to monitor daily effluent flow from the Owners operations into the Township's sanitary sewer collection system. The flow measuring device should be able to measure the quantity of discharge into the sanitary sewer collection system.
 - ii) Provide to the Township monthly written reports of daily, weekly and monthly flow volumes which may be submitted electronically in a signed pdf or other format to the Township Public Works Manager.
 - iii) Immediately advise the Township Public Works Manager of any failure, minor or major, that may occur in the water recycling technology that might result in increased flow above the specified allocation into the Township's sanitary sewer collection system.
 - iv) The Owner agrees that the Township may monitor effluent quality discharged into the sanitary sewer collection system to ensure compliance with Township and Provincial regulations is met.

3. Term of Provisional Allocation Water and Sanitary Sewer Allocation

If the Owner has not completed requirements of the Site Plan Agreement and amendments, does not execute the Township's Final Capacity Allocation .

Agreement and/or fails to use the allocated water and sanitary sewer by the Township by December 1, 2025 the Township at its sole discretion may advise the Owner in writing that all or part of its Phase 2a water and sanitary sewer Allocation is revoked.

The Township's Final Capacity Allocation Agreement will stipulate that the Owner will pay applicable base rate charges for both water and sewer, water consumption based on the Township's Neptune water meter read, and wastewater consumption based on the meter read on the flow monitoring device installed under Schedule "C" 2 (ii), provided the Township is supplied by the Owner a verified reading of wastewater flows from the said monitoring device on the day the Township completes its bi-monthly billing cycle. If a verified reading of wastewater flows is not supplied by the Owner to the Township, the Owner will be responsible for paying the bill according to the Township's normal billing procedure.

4. Failure to Comply

If the Owner fails to comply with any provisions of this Amending Site Plan agreement and specifically with regard to the requirements specified in Schedule "C", water and sewer allocation by:

- a) Exceeding the water and sanitary sewer allocation
- b) Not installing an electronic flow device, failing to provide monthly reports, or notifying the Township of any system failures as provided for in Schedule "C" Part 2, or
- c) Any other action deemed by the Township to seriously impact on operation of the entire water supply and sanitary sewer collection/treatment system

will result in the Township immediately providing notice in writing and requesting the matters to be resolved within 90 days. Should the matters not be resolved within 90 days, the Township at its sole discretion may advise the Owner in writing that the unused portion of the Phase 2a water and sanitary sewer allocation may be clawed back to the actual use to a minimum allocation of the Phase 1 allocation amount of 6 ERU Water and 1 ERU Wastewater.

The Owner agrees the Township may take any expenses incurred in enforcing the provisions of the Amending Site Plan Agreement, the Provisional Allocation in Schedule "C" or the Final Allocation Agreement from the \$50,000 security required under Part 2 of this Amending Site Plan Agreement.
