

The Corporation of the Township of Southgate  
By-law Number 2024-033

**Being a by-law to authorize an agreement between 2134569 Ontario Inc. 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 Flato Dundalk Meadows Inc.,

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

1. **That** the agreement between 2134569 Ontario Inc. and The Corporation of the Township of Southgate, attached hereto as 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 and second time this 3<sup>rd</sup> day of April 2024.

Read a third time and finally passed this 3<sup>rd</sup> day of April 2024.

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Mayor – Brian Milne

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Clerk- Lindsey Green

## **FINAL CAPACITY ALLOCATION AGREEMENT**

Made in Duplicate this 3<sup>rd</sup> day of April 2024.

**BETWEEN:**

**2137569 Ontario Inc.  
Greenlid and C.R. Plastic Products  
101 Eco Parkway  
DUNDALK ON N0C 1B0**  
(hereinafter referred to as the "Developer")

AND

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTHGATE  
185667 Grey Road 9  
Dundalk, ON N0C 1B0**  
(hereinafter referred to as the "Township")

**WHEREAS** the Township of Southgate ("Township") has available or plans for increasing Water and Wastewater servicing capacity to supply existing and future development in the Village of Dundalk "Dundalk".

**AND WHEREAS**, a new development is proposed in Dundalk and as such the development has requested in writing to the Township water and wastewater servicing capacity be allocated subject to availability.

**NOW THEREFORE** the Parties hereto agree:

1. That the Township of Southgate will allocate an additional 188 Equivalent Residential Units (6 ERU original allocated) of Water and 7 Equivalent Residential Units (1 ERU original allocated) of Wastewater Reserve Servicing Capacity.
2. That the Developer accepts this allocation of water and wastewater Residential Units of Reserve Servicing Capacity based on the conditions set out in this agreement, and the amending site plan agreement between the parties dated March 12, 2024.
3. That this Final Capacity Allocation Agreement shall have a term expiring December 1, 2025, following which this agreement and the Reserve Servicing Capacity allocation shall expire unless extended by the Township.
4. That the Final Capacity Allocation Agreement may be extended for an additional one-year term based on evidence of site development progress.
5. That the Developer accepts that at its sole discretion the Township may not agree to extend a Final Capacity Allocation Agreement in whole or in part, if in the opinion of Township, site development progress has not progressed sufficiently to reflect 50 (fifty) percent occupancy or use of the allocated servicing capacity.
6. That the Developer acknowledges that any payments to be made or works with respect to the project's allocation of Final Capacity by the Developer required by the

Township must be completed to maintain this agreement in force and affect. The payments and /or works required are listed in the attached Schedule A documents that forms part of the agreement document or provides reference to the original site plan agreement, amending site plan agreement or any other previous agreement that has been previously approved by the Developer and Township Council by municipal by-law.

7. This Agreement shall be binding on the parties hereto and their heirs, executors, administrators, or assigns.

**IN WITNESS WHEREOF** the Parties hereto have affixed their respective hands and seals.

**SIGNED, SEALED AND DELIVERED**

**IN THE PRESENCES OF:**

  
\_\_\_\_\_  
2137569 Ontario Inc.

Name: James Fallis Gott

Title: Chief Executive Officer

March 19, 2024

Date:

*I have authority to bind the Corporation.*

**The Corporation of the Township of Southgate**

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

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Clerk: Lindsey Green

*We have authority to bind the Corporation.*

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

**Schedule A**  
**Listing of Payments and Works for the**  
**Development Project Final Capacity Allocation**

Payments Listing required prior to the Capacity Allocation:

1. 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 the terms of the amending site plan agreement 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.
2. 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.
3. Any other payment stipulated by agreement executed between the parties.

Project Development Works required prior to Capacity Allocation:

1. Install at the lot line within a manhole a remote electronic flow measuring device, reviewed, and accepted by the Township Engineer, 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.
2. 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.
3. 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.
4. 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.

Note: Please reference and Site Plan Agreement, Site Plan Amending Agreement