

The Corporation of the Township of Southgate  
By-law Number 2024-155

**Being a by-law to authorize the execution of a Site Plan Control 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 2021-111; and

**Whereas** the Council of the Township of Southgate deems it expedient to enter into a Site Plan 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** a Site Plan Agreement between Southgate Renewables Holdings Corp. and the Township of Southgate for the development of all and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Southgate, in the County of Grey and Province of Ontario, and being composed of FIRSTLY: PART LOT 237, CONCESSION 2 SOUTHWEST OF TORONTO AND SYDENHAM ROAD PROTON, PARTS 1 & 2 PLAN 16R10956; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 PLAN 16R10956 AS IN GY70526; SECONDLY: PART LOT 238, CONCESSION 2 SOUTHWEST OF TORONTO AND SYDENHAM ROAD PROTON, PART 1 PLAN 16R11751; TOGETHER WITH AN EASEMENT AS IN R562083; TOWNSHIP OF SOUTHGATE. 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 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 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 18<sup>th</sup> day of December 2024.

Read a third time and finally passed this 18<sup>th</sup> day of December 2024.

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Mayor – Brian Milne

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Clerk- Lindsey Green



### **SECTION III - REGISTRATION OF AGREEMENT**

1. This 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, by the Township's solicitor at the expense of the Owners,
2. The Owners agree that all documents required herein shall be submitted in a form suitable to the Township and suitable for registration, as required.
3. The Parties agree that this Agreement must be registered against the Owners lands within thirty (30) days of the execution thereof by both parties, and upon registration on title shall be binding upon all successors in title to the Owner.

### **SECTION IV - BUILDING PERMITS**

1. The Owner acknowledges and agrees the Township Chief Building Official, or any other authorized officer, shall not issue any building permits or other approvals to carry out the development until the following has been completed:
  - a) Security has been provided in the amount described in Schedule C to this agreement in a form acceptable to the Township at its sole discretion.
  - b) This Agreement has been registered on title to the subject lands.
2. The Owner acknowledges and agrees that if the Owner fails to apply for a building permit(s) to implement this Agreement within twelve (12) months from the date of execution of this agreement the Township, at its sole discretion has the right to terminate the said Agreement and require the Owner to re-apply for approval of the development described herein.

### **SECTION V – PROVISIONS**

#### **1. GENERAL**

The Owner agrees and acknowledges this agreement applies specifically to the development as described in Schedule "B" on the lands described in Schedule "A", and subject to the terms of this agreement and any Special Provisions listed in Schedule "C".

#### **2. PERFORMANCE OF WORK**

The Owner further covenants and agree to develop the subject lands in accordance with the approved plans and drawing and other terms of this agreement, and that no work will be performed on the subject lands except in conformity to all provisions of this Agreement.

#### **3. OWNERS EXPENSE**

The Owner agrees to carry out on the lands all required work, and to construct, install and maintain at its expense all the services, works and facilities stipulated, described by words and numbers, and shown in and upon the approved plans and drawings described in Schedule "B" to this agreement and additional provisions as set out in Schedule "C" to this agreement.

Notwithstanding the generality of the foregoing, the requirements under this agreement include all the notes and printed text contained in and on the Plans making up the approved plans and drawings in Schedule "B" and special provisions in Schedule "C".

#### **3. ON FILE IN TOWNSHIP OFFICE**

Without limiting the generality of the foregoing, all the specifications and requirements are contained in the approved plans and drawings described in Schedule "B" shall be adhered to and satisfied by the Owner to the satisfaction of Township. The version of drawings applicable to the development shall contain the signature of the staff member appointed to approved site plans and are on file at Southgate's Municipal Office.

**4. COMPLAINTS**

The Owner agrees to respond promptly to any requests from the Township Chief Building Official, By-law Enforcement Officer, or similar representative of the Township to correct any deficiency or concern resulting from a complaint or inspection of the Township.

**5. GRADING AND DRAINAGE**

The Owner agrees that any storm drainage works, or system approved for the subject lands shall be designed, constructed, and maintained to the satisfaction of Township at the sole expense of the Owner, and shall obtain any approvals and abide by conditions from any other agency responsible for authorizing the said work, including but not limited to the Township, County of Grey, Ministry of Transportation of Ontario or other agency as the case may be.

**6. ROADWAY ACCESS**

The Owner agrees to install and maintain the roadway and driveway(s) outlined by approved plans Schedule "B" to this agreement and any other agreement or provision set out in Schedule "C" and shall obtain any approvals and abide by conditions of approval of any driveway access to the satisfaction of the applicable road authority including the Township, County or Province as the case may be.

**7. FIRE SUPPRESSION**

The Owner agrees to install and maintain all necessary servicing and equipment on the subject lands for fire fighting and fire suppression at the sole expense of the Owner to the satisfaction of the Township Fire Department.

**8. SERVICING**

The Owner is responsible for ensuring that all lateral water, sanitary and storm sewer connections to municipal services within a Township, County, or Provincial public right of way are designed installed in accordance with the requirements and standards set out in the drawings in Schedule "B" to this agreement and the provisions in Schedule "C" to the satisfaction of the Township, County or Province as the case may be. 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.

Where municipal services are not available, the Owner shall be responsible for ensuring private well and sewage disposal system on the subject lands is properly installed and maintained in good working order to accommodate the approved development, and that all requirements of the applicable approving agency are met including obtaining permits.

**9. LANDSCAPED BUFFERING**

The Owner agrees to install and maintain any landscaped buffering or screening where required in the approved plans and drawings in accordance with the requirements of the Township of Southgate Zoning By-law.

**10. OUTSIDE STORAGE**

The Owner agrees that no outside storage shall be permitted on the lands described in Schedule "A", except in accordance with the bylaws of the Township or specifically approved within plans and drawings provided for in Schedule "B".

**11. PARKING AREA MAINTENANCE AND DUST CONTROL MEASURES**

The Owner agrees to install and maintain hard surface paved or concrete parking, curbing, driveways, sidewalks, and isles with adequate base material and with a surface free of cracks, unevenness and potholes to ensure safe pedestrian and vehicle travel and proper drainage.

Where gravel parking areas and driveways and such are permitted in the approved site plan, the owner shall provide and maintain dust control measures for those areas of the site not asphalted or seeded with grass to mitigate impacts on adjoining lands or environment as required by the Township.

**12. LIGHTING**

All exterior lighting must be provided in accordance with the plans and specifications in Schedule "B" and Township standards including but not limited to dark sky compliant and shall be installed directed so as to remain internal to the site and not create glare or otherwise disrupt adjacent lands, buildings, highway or roadway.

**14. MINISTRY OF TRANSPORTATION, MINISTRY OF ENVIRONMENT OR OTHER PROVINCIAL CERTIFICATES OR APPROVALS**

The Owner shall not undertake or cause any work to commence on the subject lands or on any public highway until any required road access permit, Certificate of Approval, permit or other authorization required under the Environmental Protection Act or any other applicable Act, including regulations thereto, has been duly issued, and a copy of the approval filed with the Township.

**SECTION VI - OTHER**

**15. POSTPONEMENT AND SUBORDINATION OF ENCUMBRANCES**

The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or those holding encumbrances as may be deemed necessary by the Township to postpone and subordinate their interest in the lands to the interest of the Township to the extent that this Agreement shall take effect and have priority as if it have been executed and registered prior to the execution and registration of any such mortgages or encumbrances; provided that, if requested by the Owner in connection with any mortgage, construction or other project financing, the Township shall issue a compliance certificate, at the Owner's sole cost and expense.

**16. TOWNSHIP PROFESSIONAL FEES AND DISBURSEMENTS**

The Owner shall reimburse the Township for all of its engineering, planning and legal expenses (professional fees and disbursements) in connection with the development and implementation of this Agreement.

**17. WAIVER**

The failure of the Township at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by Township of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Township shall specifically retain its rights at law to enforce this Agreement.

**18. NO CHALLENGE TO THE AGREEMENT**

The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the parties' right to enter into and force this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provisions in the Planning Act interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

**19. ENFORCEMENT.**

The Owner acknowledges that the Township has the right to access the subject lands to enforce any provision of this agreement acting reasonably.

The Owner agrees that in default of any required work being completed within the prescribed time period, or failure to provide, retain, maintain, repair or use those matters and facilities required by this Agreement, or otherwise abide by the requirements of this Agreement, the Township, its servants, agents, and contractors shall have the right after thirty (30) days of the mailing of a notice to the Owner at the address as detailed in the last revised assessment role, to enter the "subject lands" to complete such works required by this Agreement as the

Township deems necessary at its sole discretion, and all expenses incurred by the Township in doing such work shall become a charge against the "subject lands", and may be recovered by Court Action and with the same priority as municipal taxes.

**20. MEDIATION.**

Without affecting the Township's statutory right under subsection 41(11) of the said Planning Act to, at its complete discretion, invoke the provisions of Section 446 of the Municipal Act, 2001 as amended regarding any applicable requirement herein in which case this paragraph shall be inoperative and inapplicable, in the event that a dispute relating to this Agreement or its implementation arises that cannot be resolved by negotiation between the parties, the parties agree to use the services of a mediator to attempt to resolve their differences and failing agreement on the procedure to be followed, it shall be conducted in accordance with the rules of procedure for the conduct of mediations of the ADR Institute of Ontario Inc. or its successor body.

**21. REGISTRATION**

The Owner consents to the registration of this Agreement or Notice of this Agreement by the Township on the title to the subject lands.

**22. ENUREMENT CLAUSE**

The covenants, agreements, stipulations, declarations, and provisions contained herein shall run with the lands and shall be binding upon the Owner and its successors and assigns and the benefit thereof shall enure to the Township and its successors and assigns.

**SECTION VII - BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY**

1. This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the subject lands.
2. The Owner further agrees to reach substantial completion with the items detailed on Schedule "B" within two (2) years of the date of registration of this Agreement.
3. Where the Owner is required by this Agreement to do work and where such work is not done within the prescribed time period, or where the facilities and matters required by this Agreement are not so provided, maintained or used by the Owner in accordance with this Agreement, or where the Owner does not otherwise abide by the requirements of this Agreement, the "security" as set out in Schedule "C" may be drawn on by the Township to the extent necessary to ensure compliance with this agreement, and no security, in whole or in part, shall be returned until such matters have been brought into conformity with this Agreement.
4. In addition to any other remedy the Township may have at law, the Owner acknowledges the Township may also be entitled to enforce this Agreement in accordance with Section 446 of the Municipal Act, 2001 as amended, or any other applicable legislation.
5. Following completion of required works and facilities, the Owner shall maintain to the satisfaction of the Township, all the facilities or works described in Schedule "B" and any special provisions required in Schedule "C".
6. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of each of the Parties hereto.
7. The Agreement shall come into effect on the date of execution by the Township.
8. The Owner acknowledges that this Agreement is entered into under the provisions of Section 41(7)(c) of the Planning Act, R.S.O., 1990, as amended, or any subsequent section, provision or legislation that may apply.

9. Any notice required to be given pursuant to the terms hereto shall be in writing and mailed or delivered to the other at the following addresses:

Owner:

Southgate Renewables Holding Corp.  
40 King Street West Suite 2400  
Scotia Plaza PO Box 215  
Toronto ON M5H 3Y2

Township:

Clerk, Township. of Southgate  
185667 Grey Rd 9, R.R. 1  
Dundalk, ON N0C 1B0

**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.

SIGNED, SEALED AND  
DELIVERED

**OWNER**

Southgate Renewables Holdings Corp.

Per: 

Name: Jason Moretto, President, Secretary &  
Treasurer

Date: December 9, 2024

I have the Authority to Bind the Corporation

**CORPORATION OF THE TOWNSHIP OF  
SOUTHGATE**

Per: \_\_\_\_\_

Brian Milne, Mayor

Per: \_\_\_\_\_

Lindsay Green, Clerk

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

We have authority to bind the Corporation

**Schedule "A"**  
**THE LAND**

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

**FIRSTLY: PART LOT 237, CONCESSION 2 SOUTHWEST OF TORONTO AND SYDENHAM ROAD PROTON, PARTS 1 & 2 PLAN 16R10956; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 PLAN 16R10956 AS IN GY70526; SECONDLY: PART LOT 238, CONCESSION 2 SOUTHWEST OF TORONTO AND SYDENHAM ROAD PROTON, PART 1 PLAN 16R11751; TOGETHER WITH AN EASEMENT AS IN R562083; TOWNSHIP OF SOUTHGATE**

**Being (at the time of this Agreement) all of PIN 37268-1289**



**Schedule "B"**  
**APPROVED SITE PLANS**

The following drawings and plans for lands described in Schedule A are signed by the Township's authorized officer and retained on file of the Township:

<b>Title</b>	<b>Prepared by</b>	<b>Dated</b>	<b>Last Revised</b>
1. Site Plan Sheet A101, Southgate Renewables Recycling Project	WalterFedy Kitchener	2023-03-09	2023-03-29
2. Floor Plan Level 1 & Mezzanine A201-A, Southgate Renewables Recycling Project	WalterFedy Kitchener	2023-03-09	2023-03-29
3. Elevations A301-A Southgate Renewables Recycling Project	WalterFedy Kitchener	2023-03-09	2023-03-29
4. Elevations A302-A Southgate Renewables Recycling Project	WalterFedy Kitchener	2023-03-09	2023-03-29
5. Sections A401-A Southgate Renewables Recycling Project	WalterFedy Kitchener	2023-03-09	2023-03-29
6. Floor Plans Level A201-B Southgate Renewables Recycling Project	WalterFedy Kitchener	2023-03-09	2023-03-29
7. Elevations A301-B Southgate Renewables Recycling Project	WalterFedy Kitchener	2023-03-09	2023-03-29
8. Building Sections A401-B Southgate Renewables Recycling Project	WalterFedy Kitchener	2023-03-09	2023-03-29
9. Existing Conditions & Removals Plan C1-1 (1 of 2), Southgate Renewables Recycling Project	WalterFedy Kitchener	2023-03-10	2024-08-29
10. Existing Conditions & Removals Plan C1-2 (2 of 2), Southgate Renewables Recycling Project	WalterFedy Kitchener	2023-03-10	2024-08-29
11. Grading Plan C2-1 (1 of 2) Southgate Renewables Recycling Project	WalterFedy Kitchener	2023-03-10	2024-08-29
12. Grading Plan C2-2 (2 of 2) Southgate Renewables Recycling Project	WalterFedy Kitchener	2023-03-10	2024-08-29
13. Servicing Plan C3-1 (1 of 2) Southgate Renewables Recycling Project	WalterFedy Kitchener	2023-03-10	2024-08-29
14. Servicing Plan C3-2 (2 of 2) Southgate Renewables Recycling Project	WalterFedy Kitchener	2023-03-10	2024-08-29
15. Erosion & Sediment Control Plan C4-1 (1 of 2) Southgate Renewables Recycling Project	Walter Fedy Kitchener	2023-03-10	2024-08-29
16. Erosion & Sediment Control Plan C4-2 (1 of 2) Southgate Renewables Recycling Project	WalterFedy Kitchener	2023-03-10	2024-08-29
10. Notes C5-1 and Details Plan C5-2 Southgate Renewables Recycling Project	WalterFedy Kitchener	2023-03-10	2024-08-29

11. Floodplain Cut Fill Analysis C6-1 Southgate Renewables Recycling Project	WalterFedy Kitchener	2024-05-17	2024-08-29
12. Electrical Site Plan - North ES01 Southgate Renewables Recycling Project	WalterFedy Kitchener	9/24/20	2023-03-29
13. Electrical Site Plan - South ES02 Southgate Renewables Recycling Project	WalterFedy Kitchener	9/24/20	2023-03-29
14. Lighting Fixture Cutsheets ES03 Southgate Renewables Recycling Project	WalterFedy Kitchener	9/30/20	2023-03-29

**Schedule "C"**  
**SPECIAL PROVISIONS**

1. The Owner agrees that security to this agreement in the amount of \$190,000 generally allocated as follows:
    - a) \$160,000.00 for off-site works to connect to municipal water, sanitary, storm, roadway or similar on Township road allowance or property such security to be returned up completion of the connection by the Owner and acceptance of the work by the Township.
    - b) \$30,000.00 shall be retained by the Township to ensure compliance with the terms of this agreement which applies to works related to the entire subject lands and includes the exterior of existing buildings, new structures, drainage and servicing and entrance as required to be completed by the Owner and accepted by the Township before said site security shall be returned.
  - c) The Owner shall be responsible for obtaining all permits and approvals and complying with security and development requirements and standards as may be set forth by the Grand River Conservation Authority GRCA, Ministry of Environment or any other Provincial agency related to the development of the subject lands.
  - d) The Owner agrees to abide by the requirements of the following studies to the degree outlined therein to the satisfaction of the Township and other applicable agencies:
    - a) Servicing & Stormwater Management Report, Envest Corp. Southgate Renewables Recycling Project Commercial, prepared by Walter Fedy dated May 17, 2024
    - b) 100 Eco Parkway Additional Lands, Wetland Characterization & GRCA Policy Conformity Memorandum, Prepared for Mark Bell Envest Corp. by About 7 Associates Inc. October 12, 2022
    - c) Hydrogeological Investigation Report 100 Eco Park Way, Client Envest Corp. Southgate Renewables Facility, Prepared by JLP Services Inc. Dated July 8, 2024.
4. Provisional Allocation of Water and Sanitary Sewer  
The Township agrees to a Provisional Allocation of \_\_\_\_ Equivalent Residential Units (175\_\_\_\_ cubic metres per day) water consumption and \_ Equivalent Residential Units (\_3\_ 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 the Owner's on-site processes will use wastewater in such a way as to minimize flow into the Township sanitary sewer collection system.
5. Monitoring of Sanitary Sewer  
Prior to issuance of a building permit for the work described in Schedule "B" to this 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.

6. Term of Provisional Allocation Water and Sanitary Sewer Allocation

If the Owner has not completed requirements of the Site Plan Agreement and amendments, or does not execute the Township's Final Capacity Allocation Agreement by December 31, 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" 5 (i), 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.

7. Failure to Comply

If the Owner fails to comply with any provisions of this Site Plan agreement and specifically regarding 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 take any and all measures to rectify the deficiency including but not limited to restricting access to its water and sanitary sewer collection/treatment systems.

8. The Parties agree that the dates in Section IV 2 and Section VII 2 to this agreement shall be enforced in accordance with the terms of this agreement. In the event the Owner cannot comply with the dates he shall submit a written request stating the reasons such dates cannot be met 30 days prior to the applicable date provided in Section IV 2 and Section VII 2, and the Township agrees to entertain minor extensions to the date of building permit issuance or the date of completion, all parties acting reasonably.