

The Corporation of the Township of Southgate

By-law Number 2020-029

**being a by-law to authorize an agreement
between Flato Developments Inc., South East
Grey Community Health Centre 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 Developments Inc. and South East Grey Community Health Centre,

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

1. **That** the agreement between Flato Developments Inc., South East Grey Community Health Centre and The Corporation of the Township of Southgate, attached hereto at Schedule A is hereby ratified and confirmed; and
2. **That** the Mayor and the Acting Clerk are authorized to sign the agreement on behalf of the Township of Southgate; 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 15th day of April, 2020.

John Woodbury – Mayor

Lindsey Green – Acting Clerk

Gift Agreement

Prepared For:

FLATO DEVELOPMENTS INC.

By:

SOUTH EAST GREY COMMUNITY HEALTH CENTRE

GIFT AGREEMENT
BETWEEN
SOUTH-EAST GREY COMMUNITY HEALTH CENTRE

and
FLATO DEVELOPMENTS INC.

and
THE TOWNSHIP OF SOUTHGATE

I. INTRODUCTION

- A. *The purpose of this agreement is to summarize the mutual understanding of FLATO Developments Inc. (the “Donor”) and the Board of Directors of South-East Grey Community Health Centre (the “Board”) for the benefit of South-East Grey Community Health Centre regarding a charitable gift to South-East Grey Community Health Centre.*

The Donor’s gift will support the work of the South East Grey Community Health Centre. This agreement will be made a part of South-East Grey Community Health Centre’s permanent records and is intended to serve as a guide to those who will administer these funds in the future.

- B. *South East Grey Community Health Centre is a registered Canadian charity (charitable registration #817529050RR.*

II. DESCRIPTION OF THE GIFT

- A. *The Donor wishes to demonstrate support for South-East Grey Community Health Centre by pledging a cash gift of One Million Dollars (\$1,000,000.00) to be donated over a period of twenty (20) years beginning in 2020 to support the work of the South-East Grey Community Health Centre as a primary health care provider in the South Grey County and, particularly, in the former Village of Dundalk.*

- B. *The Donor’s pledge will be paid as follows:*

- Fifty Thousand Dollars (\$50,000.00) on or about the 1st Day of April, 2020
- Fifty Thousand Dollars (\$50,000.00) annually on the 1st day of April, until the year 2040.

C. *The Donor may accelerate the completion of this pledge at its discretion.*

III. USES OF THE GIFT

A. *The distribution of the One Million Dollar (\$1,000,000.00) gift amount (as provided in installments annually under Section II B) from the Donor will be as follows:*

1. To establish and improve the facilities of South-East Grey Community Health Centre;
2. Particularly, to establish a new community health clinic in the former Village of Dundalk; and
3. To fund such other projects that the Donor and the Board may agree upon from time to time, such as providing sponsorship for a Cardiac Rehab Program golf tournament or other projects of a similar nature.

IV. NAMING CONSIDERATIONS

A. *In recognition of the Donor's support as described by this document, and upon receipt of the initial pledge installment, South-East Grey Community Health Centre agrees to name its health clinic in Dundalk, the FLATO Community Health Centre Dundalk, or such other name as the Donor may direct.*

V. UNFORESEEABLE CIRCUMSTANCES

A. *In the unlikely event that, at some future time, it becomes impossible for the gift to serve the specific purpose or purposes for which it was given, the CEO of South-East Grey Community Health Centre shall direct that the principal and income from this gift to be devoted to purposes that are deemed to be the most consistent with the wishes of the Donor and, where possible, in consultation with the Donor or its successors.*

VI. MISCELLANEOUS

- A. This Agreement is executed in and shall be governed by the laws of the Province of Ontario and the Country of Canada.
- B. This gift agreement may be amended at any time by written agreement signed by each party.
- C. The effective date of this agreement shall be the date this agreement is fully executed.
- D. This donation is for the Dundalk facility only.
- E. The Land (site) upon which the Clinic will be built, has been donated by the Township of Southgate.
- F. FLATO is providing the seed money, a total of (One Million Dollars) \$1,000,000. The CHC shall invoice FLATO Developments for \$50,000 on or about the 1st of April each year.
- G. FLATO may, at their discretion, populate the community board of the CHC with one member to be appointed by the CEO. Said member to be appointed in-line with the CHC Board bylaws.
- H. The Township of Southgate shall, at their discretion, have one elected member of Council on the Board. Said member to be appointed in-line with the CHC Board bylaws.
- I. The naming rights of the clinic is for the lifetime of the clinic.
- J. The Township of Southgate is an integral member of this agreement.
- K. The South East Grey Community Health Centre hereby agrees to maintain the required comprehensive insurance and will indemnify and save harmless FLATO Developments Inc. and The Township of Southgate with respect to any liability. A copy of the insurance shall be shared with all of the parties.
- L. The South East Grey Community Health Centre shall begin construction on the building at the earliest convenience, but not later than 18 months.

VII. SIGNATURES

For the Donor: ***FLATO Developments Inc.***

Per: _____	_____	Shakir Rehmatullah
C.E.O.	DATE	NAME

For the ***South-East Grey Community Health Centre***

Per: _____	_____	Allan Madden
C.E.O.	DATE	NAME

For the ***Township of Southgate***

Per: _____	_____	John Woodbury
OFFICE OF THE MAYOR	DATE	NAME

Per: _____	_____	Lindsey Green
ACTING TOWNSHIP CLERK.	DATE	NAME