

**Cost-Appportioning Agreement  
for Locally Supported Services under the *Conservation Authorities Act***

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**Between:**

**Township of Rideau Lakes**

(a municipal corporation under the *Municipal Act*, 2001, S.O. 2001 c. 25)  
(hereinafter the "Participating Municipality")

- and -

**Cataraqui Region Conservation Authority**

(a conservation authority under the *Conservation Authorities Act*, R.S.O. 1990 c. C-27)  
(hereinafter the "Cataraqui Conservation")

**Whereas** Cataraqui Conservation is an established Conservation Authority under the *Conservation Authorities Act* ("Act") and is governed by its members appointed by Participating Municipalities in accordance with the Act;

**And Whereas** the Participating Municipality is located wholly or in part within the area under the jurisdiction of Cataraqui Conservation;

**And Whereas** the Act permits Cataraqui Conservation to provide Locally Supported Services under a cost-apportioning agreement as may be entered into with the Participating Municipality;

**And Whereas** the Parties recognize the need for, and the benefits of, entering into a cost-apportioning agreement for the delivery of Locally Supported Services by Cataraqui Conservation;

**And Whereas** the Parties continue to work together to identify opportunities for further collaboration to the benefit of both Parties while ensuring efficiency and accountability;

**Now Therefore**, in consideration of the mutual covenants, conditions, considerations and payments herein contained, the Parties mutually agree as follows.

**1. Entire Agreement**

1.1. This agreement, together with:

Schedule "A" - Locally Supported Services

constitutes the entire agreement between the Parties with respect to the subject matter contained in this agreement and supersedes all prior oral or written representations and agreements.

1.2 This agreement will be posted publicly on Cataraqui Conservation's website to comply with requirements under the *Conservation Authorities Act*.

## 2. Definitions

2.1 In this agreement:

**“Participating Municipality”** refers to a municipality within Cataraqui Region Conservation Authority’s jurisdiction.

**“Service”** means the desired actions, activities, or events which Cataraqui Conservation provides as per Schedule “A”, and which constitute Locally Supported Services.

## 3. Purpose

3.1 The purpose of this agreement is to provide overarching terms and conditions for the delivery of Services provided by Cataraqui Conservation per Ontario Regulation 686/21 – Mandatory Programs and Services and Ontario Regulation 687/21 – Transition Plans and Agreements for Programs and Services, under Section 21.1.2 of the Act.

## 4. General

4.1. Cataraqui Conservation agrees to provide the Participating Municipality the Services outlined in Schedule ‘A’ in accordance with this agreement.

4.2. Cataraqui Conservation shall provide the Services described in this agreement independently and shall not be deemed to be an employee of the Participating Municipality for any purpose.

4.3. Cataraqui Conservation may subcontract all or any portion of the Services in its sole discretion, provided that any such sub-contracted Service(s) conforms to the terms of this agreement. Nothing contained in this agreement will create a contractual relationship between any sub-contractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Participating Municipality. No sub-contract will relieve Cataraqui Conservation from any obligation under this agreement or impose any liability on the Participating Municipality unless otherwise agreed to in writing.

4.4. The Participating Municipality acknowledges and agrees that all Services outlined in Schedule “A” shall be incorporated into Cataraqui Conservation’s Watershed-Based Resource Management Strategy, as required to be development, and implemented under the *Conservation Authorities Act*.

4.5. This agreement does not preclude the Parties from identifying opportunities for further collaboration to the benefit of both parties, and ensuring efficiency, transparency, and accountability in the use of resources. This can include in-kind services and assistance, coordination of complementary policy and program initiatives, and projects involving third parties.

## **5. Program Data**

- 5.1. The data developed for the Services within Cataraqui Conservation's jurisdiction shall be solely owned by Cataraqui Conservation.
- 5.2. The Participating Municipality can request access to Cataraqui Conservation's records related to the Services to substantiate any charges and payments made by the Participating Municipality through written notice to Cataraqui Conservation of at least 30 business days.
- 5.3. Cataraqui Conservation will maintain confidentiality of any information provided by the Participating Municipality that is identified as confidential and will limit disclosure of such information to only those individuals who require access to the information in order to complete the Service, or as required to be disclosed by law.

## **6. Term, Renewal, and Amendment**

- 6.1. The term of this agreement shall commence on January 1, 2024, and remain in place for five (5) years.
- 6.2. This agreement will be reviewed at a minimum of six (6) months prior to the termination date for the purposes of reviewing service standards and determining renewal by the Parties. Cataraqui Conservation will provide notice to the Participating Municipality for this review period.
- 6.3. Unless the agreement has been terminated early in accordance with the terms or conditions listed, the agreement shall be automatically renewed for a further five (5) year term on the same terms and conditions contained herein.
- 6.4. This agreement may be amended at any time by the mutual consent of the Parties in writing, with at least a minimum of 90 days written notice of the proposed amendments.

## **7. Early Termination**

- 7.1. Any party may, at any time prior to the expiry of this agreement, terminate this agreement upon providing written notice no later than July 1, of any calendar year to the other Party. Upon receipt of notice on or before July 1, this agreement shall be terminated effective December 31 of the year in which notice is provided.
- 7.2. The Participating Municipality acknowledges and agrees that its levy apportionment commitment for the Services shall remain in effect for the entire calendar year in which it gives notice of early termination.
- 7.3. Upon a termination notice being given, Cataraqui Conservation shall be entitled to operational and capital costs reasonably incurred up to the end of the calendar year in which notice of termination is provided and all ongoing fixed costs incurred in reliance on the funding commitment of the Participating Municipality.

## **8. Budget and Cost-Apportionment**

- 8.1. It is acknowledged by both Parties that the Services are supported by a combination of revenue sources including but not limited to Municipal Levy and self-generated revenue as identified in Cataraqui Conservation's Programs & Services Inventory.
- 8.2. The cost structure for the Services shall be based on an estimate of direct costs for providing the Services. The estimate of costs to deliver the Services shall be incorporated into the annual General Levy to be paid by all Participating Municipalities. The total costs for the Services shall not exceed 3.5% of the total General Levy, unless otherwise agreed upon.
- 8.3. An increase will be applied to the total costs of the Services effective January 1 of each calendar year and will be the same percentage as Cataraqui Conservation's General Levy budget increase determined by the Full Authority Board during annual budget development.
- 8.4. The Participating Municipality agrees that the costs to the Participating Municipality will be increased in any calendar year only where all the Participating Municipalities do not agree to contribute to the cost of the Services. The cost of the Services will be increased for each Participating Municipality proportionally based on their respective share of the annual General Levy.
- 8.5. Cataraqui Conservation shall be permitted to include a fee for service (user-pay) to support costs for the Services within the organization's published Fee Schedule. Fees will be reviewed annually as part of the budget development process and will follow Cataraqui Conservation's Fee Policy.
- 8.6. Both Parties acknowledge that Cataraqui Conservation will annually apply to grants and other self-generating funding sources to support delivery of the identified Services.
- 8.7. Cataraqui Conservation strives to design Services to maximize cost-recovery through self-generated revenue (user fees and donations). Any variances on Service budgets will be reported annually through the Board and auditing processes and the Participating Municipality acknowledges that the Municipal Levy may be required to offset any deficits.

## **9. Dispute Resolution**

- 9.1. In the event of any dispute that arises in respect of the implementation of the agreement, the Parties will endeavor to resolve the matter through negotiation without the use of formal mediation or adjudication, using the following principles:
  - a. Agree to a fair process for mediating issues;
  - b. Identify common agreement;
  - c. Identify all options to resolve; and
  - d. Select the mutually agreed-upon option.

## 10. Notice

- 10.1. For the purpose of the agreement, any report or notices required or desired to be sent pursuant to this agreement, the Parties shall contact the following individuals or their designates:

For the Participating Municipality:

Name  
Title  
Participating Municipality  
Address

For Cataraqui Conservation:

Katrina Furlanetto, M.Env.Sc  
General Manager  
Cataraqui Region Conservation Authority  
1641 Perth Road, P.O. Box 160, Glenburnie, ON K0H 1S0  
Tel.: (613) 546-4228

- 10.2. Both Parties agree that they may designate a different representative by providing notice in writing.

## 11. Execution

- 11.1. This agreement may be executed in writing or by electronic signature and delivered by mail or electronic means including in Portable Document Format (PDF), no one copy of which need be executed by all the Parties, and all such counterparts together shall constitute one agreement and shall be valid and binding among the Parties as of the date listed in the agreement.

## 12. Governing Law

- 12.1. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

**In Witness whereof** the Parties hereto have executed this agreement as of the day and year first written above.

**Cataraqui Region Conservation Authority**

\_\_\_\_\_  
Katrina Furlanetto, M.Env.Sc  
General Manager  
Cataraqui Region Conservation Authority

\_\_\_\_\_  
Date

*I have authority to bind the organization*

**Participating Municipality**

\_\_\_\_\_  
Name:  
Title:  
Township of Rideau Lakes

\_\_\_\_\_  
Date

*I have authority to bind the organization*

\_\_\_\_\_  
Mayor  
Township of Rideau Lakes

\_\_\_\_\_  
Date

## **Schedule “A” – Cataraqui Conservation Locally Supported Services**

Through subsection 21.1.2 of the *Conservation’s Authority Act*, Conservation Authorities are empowered to provide services that are determined to be advisable and locally supported to further the purposes of the Act.

### **1.0 Local Watershed Monitoring**

#### **Description**

Includes services such as regional monitoring and updating environmental data, community group engagement, partnering and reporting on environmental metrics and developing integrated watershed strategies

Supports the understanding of the health of the watershed and providing awareness to answer public inquiries about natural resource management in the watershed

### **2.0 Education and Public Programming**

#### **Description**

Includes services such as curriculum-based and forest school programs, adult environmental education and recreation programs, forest therapy, Nature Explorer’s Camp, seasonal weekend programming, and community engagement events such as Winter Recreation and Maple Madness

Provides engaging, inclusive, and adaptive curriculum-enriched outdoor and environmental education services to all ages with various partners across the region to promote awareness of watershed management and instill conservation and respect for nature both in-person and virtually

Supports connecting watershed residents, business, and community groups to conservation-themed talks, providing local environmental employment, engaging local Indigenous partners and knowledge carriers on offering traditional knowledge options to the community and fostering positive community relationship building

### **10.0 Land Stewardship**

#### **Description**

Includes forestry initiatives offering subsidized tree planting services on private properties across the watershed based on a user-fee system

Supports climate change mitigation efforts, habitat and native biodiversity conservation, and community engagement