

AGREEMENT FOR OTHER SERVICES AND PROGRAMS (“AGREEMENT”)

THIS AGREEMENT dated this day of , 2022.

BETWEEN:

Otonabee Region Conservation Authority
(hereinafter called the “Authority”)

OF THE FIRST PART

– and –

“ ”
(hereinafter called the “Municipality”)

OF THE SECOND PART

WHEREAS pursuant to the Conservation Authorities Act, RSO 1990, c C.27 and Ontario Regulation 687/21, the Authority is required to enter into a cost apportioning agreement in order for the Authority to apportion operating costs to a Municipality to fund other services and programs that the Authority wishes to provide to further the purpose of the Act.

AND WHEREAS pursuant to the Conservation Authorities Act, RSO 1990, c C.27 and Ontario Regulation 687/21, the Authority may establish a fee to be charged by the Authority for other services and programs;

AND WHEREAS the Municipality wishes to avail itself of the other services and programs and to pay the Authority for these services and programs;

NOW THEREFORE, in consideration of the terms of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Authority agrees to provide the Municipality with other services and programs outlined in the Inventory of Other Services and Programs attached hereto as Schedule “A”.
2. The Municipality agrees to be assessed an apportionment of the costs for the other services and programs outlined in Schedule “A” in accordance with the following formula:
 - The Municipality will pay the Authority three percent (3%) of the apportioned value the Municipality is required to pay the Authority for general operating expenses and Category 1 expenses as defined in Ontario Regulation 402/22 under the Conservation Authorities Act, R.S.O. 1990, c. C.27.
3. The Municipality agrees that the Authority may establish and charge a user fee for the programs and services outlined in Schedule “A”. A user fee will be based on cost recovery. The Authority will establish the user fee on a yearly basis and provide the Municipality with a user fee schedule and an opportunity to consult.
4. The Authority will not add to or delete from the services or programs to be provided in Schedule “A” without first consulting with the Municipality. Any such change would require an amendment to this Agreement agreed to by the parties.
5. The Municipality will continue to support the current Inventory of Other Services and Programs in Schedule “A” throughout the term of this Agreement.

Term of Agreement

6. The Agreement will be for a term of five (5) years commencing on the date of the signature by the last of the parties.

7. The Agreement shall terminate on the fifth anniversary from the date of the signature of the last of the parties (“Termination Date”), unless the parties agree to renew the Agreement before the Termination Date.
8. The Agreement shall be reviewed by the parties at least six (6) months before the Termination Date, for the purpose of determining whether the Agreement is to be renewed by the parties.
9. Either party may terminate this Agreement at any time upon delivering six (6) months written notice of termination.
10. Any notice to be given pursuant to this Agreement shall be delivered in writing to the parties at the following addresses:

Otonabee Region Conservation Authority 250 Milroy Drive Peterborough, ON K9H 7M9 Attn: Chief Administrative Officer	Address for Municipality
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11. The Agreement will terminate six (6) months after the date on which written notice of early termination is delivered to the parties.

Dispute Resolution

12. The Authority and the Municipality shall negotiate in good faith in an attempt to settle any dispute between the parties in connection with this Agreement in a timely manner.

Should the Authority and the Municipality be unable to settle the dispute through negotiation, both parties acting reasonably and in good faith, then the determination of such dispute shall be resolved by arbitration, pursuant to the Arbitration Act (Ontario), to be held in Peterborough.

A party desiring arbitration shall give written notice of arbitration to the other party, in accordance with section 10, containing a concise description of the matter referred to arbitration (“Notice of Arbitration”).

Within ten (10) business days after a party delivers a Notice of Arbitration, the parties shall jointly appoint a single arbitrator (the “Arbitrator”). If the parties fail to appoint an Arbitrator within such time, the Arbitrator shall be designated by a judge of the Ontario Superior Court of Justice upon application by either party.

The decision of such Arbitrator shall be final and binding as between the parties and shall not be subject to appeal.

Whenever a dispute is in respect of a matter within the expertise of an architect, engineer, land surveyor or other professional consultant who, in the opinion of both the Authority and the Municipality, is qualified to make a determination in respect of such dispute, the Authority and the Municipality may jointly stipulate at any time prior to the selection or appointment of the Arbitrator hereunder, that the Arbitrator shall be an independent consultant with such expertise as may be determined jointly by the Authority and the Municipality.

The costs of the Arbitrator shall be split equally between the Authority and Municipality.

SIGNED SEALED AND DELIVERED THIS ____ DAY OF _____ 2022

OTONABEE REGION CONSERVATION AUTHORITY

Per: _____

Chief Administrative Officer/Secretary-Treasurer

I/we have the authority to bind the Corporation

SIGNED SEALED AND DELIVERED THIS ____ DAY OF _____ 2022.

Municipality

Per: _____

Chief Administrative Officer/Clerk

I/we have the authority to bind the Corporation

Schedule “A” - Inventory of Other Services and Programs

Local Water Monitoring Programs

- Supplemental stream water quality monitoring at 4 other sites and benthic monitoring at 8-10 sites annually across the watershed.
- Periodically produce the Watershed Report Card.

Climate Change Initiatives

- Maintain and implement the Authority’s Climate Change Strategy focusing on adaptation, mitigation and education.

Land Stewardship Services

- Provide advice and technical support that supports private and public land restoration and stewardship activities that contribute to a healthy/functioning watershed.
- Deliver a Tree Seedling Sales Program.
- With municipalities, schools, public agencies, and community service groups plan and undertake land restoration and stewardship projects (i.e., tree planting, habitat enhancement, shoreline naturalization. These activities typically occur on municipal owned lands or lands owned by public agencies/institutions (i.e., schools, hospitals, etc.).