



**COST APPORTIONING AGREEMENT
WATERSHED PROGRAMS AND SERVICES**



THIS AGREEMENT dated the 1st day of **January 2024**.



BETWEEN



SOUTH NATION RIVER CONSERVATION AUTHORITY

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



- and -



**THE CORPORATION OF THE TOWNSHIP OF ALFRED AND PLANTAGENET,
THE CORPORATION OF AUGUSTA TOWNSHIP,
THE CORPORATION OF THE MUNICIPALITY OF CASSELMAN,
THE CORPORATION OF THE TOWNSHIP OF CHAMPLAIN,
THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND,
THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL,
THE CORPORATION OF THE TOWNSHIP OF ELIZABETHTOWN-KITLEY,
THE CORPORATION OF THE NATION MUNICIPALITY,
THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS,
THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY,
THE CORPORATION OF THE MUNICIPALITY OF NORTH GRENVILLE,
THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT,
THE CORPORATION OF THE CITY OF OTTAWA,
THE CORPORATION OF THE TOWNSHIP OF RUSSELL,
THE CORPORATION OF THE TOWNSHIP OF SOUTH DUNDAS,
THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT**
municipal corporations under the *Municipal Act, 2001*, S.O. 2001 c. 25
(hereinafter the "Participating Municipalities")



WHEREAS SNRCA has delivered Watershed Programs and Services that further the conservation, restoration, development, and management of natural resources within its jurisdiction in consultation with the Participating Municipalities since 1947;



AND WHEREAS section 21.1.2 of the *Conservation Authorities Act* requires SNRCA enter into agreement with the Participating Municipalities to apportion municipal levy for the continued delivery of Watershed Programs and Services;



AND WHEREAS the Participating Municipalities wish that SNRCA continue to deliver Watershed Programs and Services and agree to apportion a percentage of their municipal levy for said programs and services;

AND WHEREAS the *Conservation Authorities Act* and Ontario Regulation 687/21 permits SNRCA to establish and charge user fees for Watershed Programs and Services;

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. Definitions

1.1. In this Agreement:

- 1.1.1. "Act" means the *Conservation Authorities Act*, R.S.O. 1990, c. C.27
- 1.1.2. "Agreement" means this agreement entered into between the Participating Municipalities and SNRCA and has the same meaning as "cost apportioning agreement" in Ontario Regulation 687/21.
- 1.1.3. "business day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which SNRCA has elected to be closed for business.
- 1.1.4. "municipal levy" has the same meaning as "apportionment" in sections 25 and 27 of the *Conservation Authorities Act* and Ontario Regulation 402/22.
- 1.1.5. "notice" means any communication given or required to be given pursuant to the Agreement.
- 1.1.6. "parties" means the Participating Municipalities and SNRCA.
- 1.1.7. "party" means either SNRCA or one of the Participating Municipalities.
- 1.1.8. "Watershed Programs and Services" are the programs and services identified in Schedule A that SNRCA determines are advisable to further the purposes of the *Conservation Authorities Act* and has the same meaning as "Category 3 programs and services" and "other programs and services" in the Act and Ontario Regulation 687/21.
- 1.1.9. "watershed-based resource management strategy" has the same meaning as in Ontario Regulation 686/21.

2. Apportionment

- 2.1. The Participating Municipalities agree to apportion a maximum of twelve (12) percent of their annual municipal levy for the delivery of Watershed Programs and Services in accordance with sections 25 and 27 of the Act.
- 2.2. Municipal levy apportionment is determined annually from assessment data provided by the province. Schedule B references 2023 municipal levy apportionment.

3. Watershed Programs and Services

- 3.1. SNRCA shall deliver the Watershed Programs and Services described in Schedule A.
- 3.2. The Parties agree the Watershed Programs and Services may be included in the watershed-based resource management strategy.

4. Fees

- 4.1. The Participating Municipalities permit SNRCA to establish and charge user fees for the Watershed Programs and Services.
- 4.2. SNRCA shall set user fees on an annual basis.
- 4.3. SNRCA shall provide a minimum thirty (30) days' notice to Participating Municipalities of changes to Watershed Programs and Services user fees.

5. Term of Agreement

- 5.1. The term of the Agreement is five (5) years commencing on the date of the date set out above and end on December 31, 2028, subject to the renewal provisions of this Agreement.
- 5.2. The Agreement shall be automatically renewed for a five (5) year term from January 1, 2029, on the same terms and conditions contained herein, unless the Agreement has been terminated early in accordance with the terms or conditions of this Agreement.

6. Review

- 6.1. The Parties shall review the Agreement every five (5) years.
- 6.2. The Agreement shall be reviewed a minimum of six (6) months prior to the termination date for the purposes of determining whether the Agreement is to be renewed by the Parties.

7. Amendment

- 7.1. This Agreement shall not be amended except by instrument in writing signed by the Parties preceded by six (6) months written notice to all Parties.

8. Termination

- 8.1. A party may terminate their participation in this Agreement upon delivering a minimum six (6) months written notice to all parties prior to July 31 in a calendar year of the Agreement.
- 8.2. The municipal levy commitment of a Participating Municipality that terminates their participation in this Agreement shall remain in effect until December 31 of the year in which the termination takes effect.

9. Notice

9.1. Notice must be in writing and shall be delivered by email, postage-prepaid mail, personal delivery, or fax and shall be addressed to each Party listed in Schedule C.

9.2. Notice shall be deemed to have been given:

9.2.1. in the case of postage-prepaid mail, five (5) business days after the notice is mailed; or

9.2.2. in the case of email, personal delivery, or fax, one (1) business day after the notice is delivered.

10. Arbitration

10.1. If a dispute arises between the parties relating to any matter in this Agreement, the parties agree to resolve the dispute in strict compliance with the following procedures:

10.1.1. To meet – with each party in attendance represented by legal counsel – within a period of fifteen (15) days from the date a notice of dispute is filed by a party to participate in good faith in negotiating a resolution of the dispute.

10.1.2. To negotiate in good faith, personally and through counsel, for a period of thirty (30) days after the meeting.

10.1.3. If, within the thirty (30) day period after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, to submit the dispute to arbitration.

10.1.4. The parties shall meet and appoint a single arbitrator. If they are unable to agree on a single arbitrator within fifteen (15) days, then upon written notice by any party to the other the matter shall be settled by arbitration in accordance with the *Arbitrations Act, 1991*, by delivery of a notice of arbitration to the other party.

10.1.5. The costs of the arbitrator shall be split equally between the Parties.

11. Force majeure

11.1. The Parties shall not be considered in default in performance of their obligations under the Agreement to the extent that the performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be cause beyond the control of the Parties which they could not reasonably have foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, strikes, lockouts, pandemics, fires, riots, incendiarism, interference by civil or military authorities, compliance with regulations or orders of any government, and acts of war (declared or undeclared) provided such cause could not have been reasonably foreseen and guarded against.

12. Severability

- 12.1. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

13. Counter Parts

- 13.1. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Assignment

- 14.1. This Agreement shall not be assignable by the parties hereto without the written consent of the other parties being first obtained.

15. Relationship of the Parties

- 15.1. It is expressly agreed that this Agreement shall not be construed as a partnership or joint venture between SNRCA and the Participating Municipalities. SNRCA shall have no authority to bind the Participating Municipalities for the performance of any contract or otherwise obligate the Participating Municipalities.

16. Governing Law

- 16.1. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 16.2. The Participating Municipalities and SNRCA agree the venue for any litigation shall be Ottawa, Ontario.

– signature pages follow –

IN WITNESS WHEREOF the parties hereto have executed the Agreement.

SOUTH NATION RIVER CONSERVATION AUTHORITY



Vice-Chair

Aug. 17, 2023
Date

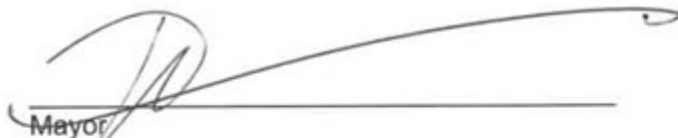


Chief Administrative Officer

Aug. 17, 2023
Date

We have authority to bind the South Nation River Conservation Authority.

THE CORPORATION OF THE TOWNSHIP OF ALFRED AND PLANTAGENET



Mayor

Oct 11 / 2023
Date



Clerk

12-10-2023
Date

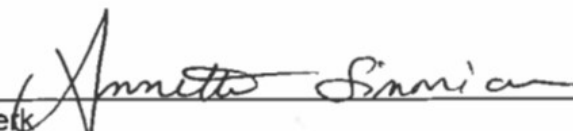
We are authorized by bylaw to bind the Corporation of the Township of Alfred and Plantagenet.

THE CORPORATION OF AUGUSTA TOWNSHIP



Mayor

11 Sep 2023
Date



Clerk

Sept 11, 23
Date

We are authorized by bylaw to bind the Corporation of Augusta Township.

THE CORPORATION OF THE MUNICIPALITY OF CASSELMAN

Geneviève Lajoie

Signed with ConsignO Cloud (2023/11/29)
Verify with verifio.com or Adobe Reader.



Mayor

2023-11-29

Date

Mérodie Sorrell

Signed with ConsignO Cloud (2023/11/29)
Verify with verifio.com or Adobe Reader.



Clerk

2023-11-29

Date

We are authorized by bylaw to bind the Corporation of the Municipality of Casselman.

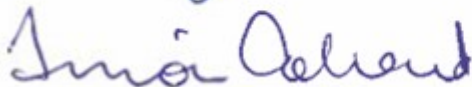
THE CORPORATION OF THE TOWNSHIP OF CHAMPLAIN



Mayor

Oct. 30, 2023

Date



Clerk

Oct 30, 2023

Date

We are authorized by bylaw to bind the Corporation of the Township of Champlain.

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

Mario Zanth

Signé avec ConsignO Cloud (13/12/2023)
Vérifiez avec verifio.com ou Adobe Reader.



Mayor

13-Dec-2023

Date

Monique Ouellet

Signé avec ConsignO Cloud (13/12/2023)
Vérifiez avec verifio.com ou Adobe Reader.



Clerk

13-Dec-2023

Date

We are authorized by bylaw to bind the Corporation of the City of Clarence-Rockland.

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL


Tory Deschamps (Oct 4, 2023 01:47 EDT)

Mayor

Oct 4, 2023

Date



Clerk

Oct 4, 2023

Date

We are authorized by bylaw to bind the Corporation of the Township of Edwardsburgh Cardinal.


THE CORPORATION OF THE TOWNSHIP OF ELIZABETHTOWN-KITLEY



Brant Burrow
Mayor

Dec 20/23

Date



Laura Stanzel
Clerk (Deputy)

Dec 20/23

Date

We are authorized by bylaw to bind the Corporation of the Township of Elizabethtown-Kitley.

THE CORPORATION OF THE NATION MUNICIPALITY

DocuSigned by:


Mayor
7FF07C2F32474FD...

11/28/2023

Date

DocuSigned by:


Clerk
28FF5200AE9641A...

11/28/2023

Date

We are authorized by bylaw to bind the Corporation of The Nation Municipality.

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

Mayor

Date

Oct 17, 2023

Clerk

Date

Oct 17, 2023

We are authorized by bylaw to bind the Corporation of the Township of North Dundas.

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

Mayor

Date

16-Dec-2023

Clerk

Date

16-Dec-2023

We are authorized by bylaw to bind the Corporation of the Township of North Glengarry.

THE CORPORATION OF THE TOWNSHIP OF NORTH GRENVILLE

Mayor

Date

29-Feb-2024

Clerk

Date


Feb 1, 2024

We are authorized by bylaw to bind the Corporation of the Township of North Grenville.

THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT


Mayor

August 16/2023
Date


Clerk

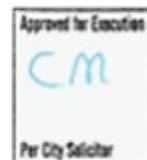
August 16/2023
Date

We are authorized by bylaw to bind the Corporation of the Township of North Stormont.

THE CORPORATION OF THE CITY OF OTTAWA



General Manager Planning, Real Estate
And Economic Development

December 1, 2023
Date




I am authorized by bylaw to bind the Corporation of the City of Ottawa.

THE CORPORATION OF THE TOWNSHIP OF RUSSELL


Mayor Pierre Leroux

Dec 12/23
Date



Clerk Joanne Camille Leflamme

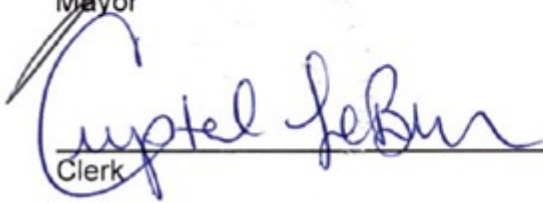
Dec 12, 2023
Date

We are authorized by bylaw to bind the Corporation of the Township of Russell.

(as per by-law 2023-128)

THE CORPORATION OF THE TOWNSHIP OF SOUTH DUNDAS



Mayor



Clerk


11 Oct 2023
Date

11/oct/2023
Date

We are authorized by bylaw to bind the Corporation of the Township of South Dundas.

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT



Mayor


Clerk

Nov 22/23
Date

Nov 22/23
Date

We are authorized by bylaw to bind the Corporation of the Township of South Stormont.

SCHEDULE A

South Nation River Conservation Authority Watershed Programs and Services

1.0 Private Land Stewardship and Outreach

Private land stewardship and outreach includes:

- i. tree planting;
- ii. clean water programs;
- iii. habitat restoration; and
- iv. education and outreach initiatives.

Municipal levy supports:

- i. staffing resources for program coordination, external funding applications, and reporting for the tree planting, clean water, habitat restoration, and outreach programs; and
- ii. cost-share grants to groups hosting water-related recreational events and supporting community environment projects, and to private landowners for water quality improvement projects.

Private Land Stewardship and Outreach represents 3.88% of the municipal levy and is financed under section 27 of the Act.

2.0 Conservation Land Securement

Municipal levy supports the acquisition of conservation lands and the securement of external funding sources (e.g., federal, provincial, and private). Conservation land acquisitions are subject to Board of Directors approval and South Nation Conservation's Land Securement Strategy.

Conservation Land Securement represents 8.12% of the municipal levy and is financed under section 25 of the Act.

SCHEDULE B

South Nation River Conservation Authority Municipal Levy Apportionment

Apportionment follows the modified current value assessment method levy apportionment calculation set by provincial regulation. Table 1 includes a reference summary of the 2023 municipal levy percentage breakdown by municipality.

Table 1: South Nation Conservation's 2023 municipal levy breakdown.

Participating Municipality	Municipal levy breakdown by percentage¹
Ottawa	76.81%
Clarence-Rockland	4.50%
Russell	3.98%
The Nation	2.47%
North Dundas	2.40%
South Dundas	2.10%
Alfred and Plantagenet	1.58%
Edwardsburgh/Cardinal	1.39%
North Grenville	1.30%
North Stormont	1.11%
Augusta	0.95%
Casselman	0.80%
North Glengarry	0.38%
South Stormont	0.20%
Elizabethtown - Kitley	0.02%
Champlain	0.02%
Total	100%

¹ Municipal levy apportionment is set on an annual basis as per assessment information provided by the Ministry of Natural Resources and Forestry.

SCHEDULE C

Notice Contact Information

<p>South Nation River Conservation Authority 38 Victoria Street. P.O. Box 29 Finch, ON K0C 1K0 Email: info@nation.on.ca</p> <p>Attention: Secretary-Treasurer</p>	<p>Township of Edwardsburgh Cardinal 18 Centre St. P.O. Box 129 Spencerville, ON K0E 1X0 Email: mail@twpec.ca</p> <p>Attention: Clerk</p>	<p>Township of North Stormont 15 Rue Union St. P .O. Box 99 Berwick, ON K0C 1G0 Email: ccalder@northstormont.ca</p> <p>Attention: Clerk</p>
<p>Township of Alfred and Plantagenet 205 Old Highway 17 Plantagenet, ON K0B 1L0 Email: info@alfred-plantagenet.com</p> <p>Attention: Clerk</p>	<p>Township of Elizabethtown-Kitley 6544 New Dublin Rd Addison ON K0E 1A0 Email: mail@ektwp.ca</p> <p>Attention: Clerk</p>	<p>City of Ottawa 110 Laurier Avenue West Ottawa, ON K1P 1J1 Email: caitlin.salter-macdonald@ottawa.ca</p> <p>Attention: Clerk</p>
<p>Township of Augusta 3560 County Road 26 Prescott, ON K0E 1T0 Email: officeclerk@augusta.ca</p> <p>Attention: Clerk</p>	<p>Nation Municipality 958 route 500 West Casselman ON K0A 1M0 Email: admin@nationmun.ca</p> <p>Attention: Clerk</p>	<p>Township Russell 717 Notre-Dame St Embrun ON K0A 1W1 Email: info@russell.ca</p> <p>Attention: Clerk</p>
<p>Municipality of Casselman 751 St-Jean Street P.O. Box 710 Casselman, ON K0A 1M0 Email: info@casselman.ca</p> <p>Attention: Clerk</p>	<p>Township of North Dundas 636 St. Lawrence Street P.O. Box 489 Winchester, ON K0C 2K0 Email: info@northdundas.com</p> <p>Attention: Clerk</p>	<p>Municipality of South Dundas 34 Ottawa Street P.O. Box 740 Morrisburg, ON K0C 1X0 Email: mail@southdundas.com</p> <p>Attention: Clerk</p>
<p>City of Clarence-Rockland 1560 Laurier Street Rockland, ON K4K 1P7 Email: info@clarence-rockland.com</p> <p>Attention: Clerk</p>	<p>Township of North Glengarry 3720 County Road 34 R.R. 2 Alexandria, ON K0C 1A0 Email: info@northglengarry.ca.</p> <p>Attention: Clerk</p>	<p>Township of South Stormont 2 Mille Roches Road P.O. Box 84 Long Sault, ON K0C 1P0 Email: info@southstormont.ca</p> <p>Attention: Clerk</p>
<p>Township of Champlain 948 Pleasant Corner Road East Vankleek Hill, ON K0B 1R0 Email: info@champlain.ca</p> <p>Attention: Clerk</p>	<p>Municipality of North Grenville 285 County Road #44 P.O. Box 130 Kemptonville, ON K0G 1J0 Email: clerk@northgrenville.on.ca</p> <p>Attention: Clerk</p>	



SOUTH NATION
CONSERVATION
DE LA NATION SUD

REQUEST FOR APPROVAL: WATERSHED PROGRAMS AND SERVICES BUSINESS CASE

RESOLUTION NO. BD-073/23

Moved by: François St. Amour
Seconded by: Adrian Wynands

RESOLVED THAT:

The Board of Directors approve the draft
Category 3: Watershed Programs and Services
Business Case for municipal engagement; and

FURHTER THAT:

The Board of Directors approve entering into
Category 3: Watershed Programs and Services
agreements with participating municipalities as
per the *Conservation Authorities Act*.

CARRIED



No. du point à l'ordre du jour: 10.2.
No. de la résolution 2023-257
Titre: Conservation de la Nation Sud - Accord de répartition des coûts programmes et services relatifs aux bassins versants
Date: le mardi 3 octobre 2023

Proposée par: Ian Walker
Appuyée par: Antoni Viau

ATTENDU que l'Office de protection de la nature de la rivière Nation Sud (CNS) offre depuis 1947, en consultation avec les municipalités participantes, des programmes et des services relatifs aux bassins hydrographiques qui favorisent la conservation, la restauration, la mise en valeur et la gestion des ressources naturelles dans les limites de son territoire ;

ATTENDU que l'article 21.1.2 de la *Loi sur les offices de protection de la nature* exige que la CNS conclue une entente avec les municipalités participantes afin de répartir les prélèvements municipaux pour la prestation continue des programmes et services relatifs aux bassins hydrographiques ;

ET ATTENDU que le canton d'Alfred et Plantagenet souhaite que la CNS continue d'offrir des programmes et des services relatifs aux bassins versants et qu'elle accepte de répartir un pourcentage de la taxe municipale pour lesdits programmes et services ;

QU'IL SOIT RÉSOLU que le conseil du canton d'Alfred et Plantagenet autorise le maire et le secrétaire à signer l'entente de répartition des coûts pour les programmes et services du bassin versant, en date du 1er janvier 2024.

Adoptée

Annie Rochefort, Greffière



Agenda Number: 10.2.
Resolution Number 2023-257
Title: South Nation Conservation Authority - Cost Apportioning Agreement Watershed Programs and Services
Date: Tuesday, October 3, 2023

Moved by: Ian Walker
Seconded by: Antoni Viau

WHEREAS South Nation River Conservation Authority (SNRCA) has delivered Watershed Programs and Services that further the conservation, restoration, development, and management of natural resources within its jurisdiction in consultation with the Participating Municipalities since 1947;

WHEREAS section 21.1.2 of the Conservation Authorities Act requires SNRCA enter into an agreement with the Participating Municipalities to apportion municipal levy for the continued delivery of Watershed Programs and Services;

AND WHEREAS the Township of Alfred and Plantagenet wishes that SNRCA continue to deliver Watershed Programs and Services and agree to apportion a percentage of the municipality levy for said programs and services;

BE IT RESOLVED that Council of the Township of Alfred and Plantagenet authorize the Mayor and the Clerk to sign the Cost Apportioning Agreement Watershed Programs and Services, dated January 1st, 2024.

Carried

Annie Rochefort, Clerk



**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
BY-LAW NUMBER 3649-2023**

**A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH SOUTH
NATION RIVER CONSERVATION AUTHORITY (SNRCA)**

WHEREAS the Municipal Act 2001, SO 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 Act;

AND WHEREAS the Conservation Authorities Act requires SNRCA enter into an agreement with the Participating Municipalities to apportion municipal levy for the continued delivery of Watershed Programs and Services;

AND WHEREAS Council deems it desirable for the SNRCA continue to deliver Watershed Programs and Services;

NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF AUGUSTA HEREBY ENACTS AS FOLLOWS:

1. **THAT** the Mayor and the Clerk are hereby authorized to execute on behalf of the TOWNSHIP OF AUGUSTA this Agreement for cost apportioning for Augusta Township.
2. **THAT** Appendix A shall form part of this By-Law.
3. **THAT** this By-Law is in full force as of January 1, 2024.

READ a first, second, and third time and finally passed this 11th day of September, 2023


MAYOR


CLERK

Municipality of Casselman

By-law #2023-62

Being a By-law to authorize the execution of a cost apportioning agreement with the South Nation River Conservation Authority (SNRCA) for watershed programs and services

Whereas SNRCA has delivered Watershed Programs and Services that further the conservation, restoration, development, and management of natural resources within its jurisdiction in consultation with the Participating Municipalities since 1947;

Whereas section 21.1.2 of the *Conservation Authorities Act* requires that SNRCA enter into agreement with the Participating Municipalities to apportion the municipal levy for the continued delivery of Watershed Programs and Services;

And Whereas the Council of the Municipality of Casselman now deems it appropriate to enter into an agreement with SNRCA so that SNRCA continues to deliver Watershed Programs and Services and agree to apportion a percentage of their municipal levy for said programs and services;

Therefore, the Council of the Municipality of Casselman enacts as follows:

Section 1

That the Mayor and Clerk be hereby authorized to execute the apportioning agreement to provide watershed programs and services with the South Nation River Conservation Authority identified as Schedule "A" attached hereto and forming part of this By-Law.

Read, passed and adopted in open council this 28th day of November 2023.

Geneviève Lajoie

Signed with ConSignO Cloud (2023/11/28)
Verify with verifio.com or Adobe Reader.



Geneviève Lajoie, Mayor

Mélodie Sorrell

Signed with ConSignO Cloud (2023/11/29)
Verify with verifio.com or Adobe Reader.



Mélodie Sorrell, Clerk

THE CORPORATION OF THE TOWNSHIP OF CHAMPLAIN

BY-LAW NUMBER 2023-65

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A COST APPORTIONING AGREEMENT WITH SOUTH NATION RIVER CONSERVATION AUTHORITY ("SNRCA") FOR WATERSHED PROGRAMS AND SERVICES

REFERENCE: *Section 9 and 11 of the Municipal Act, S.O. 2001 and Section 21.1.2 of the Conservation Authorities Act;*

AND WHEREAS Section 9 of the *Municipal Act* states 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 Section 11 of the *Municipal Act, 2001, S.O. 2001 c. 25* as amended, states that a lower-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS SNRCA has delivered Watershed Programs and Services that further the conservation, restoration, development, and management of natural resources within its jurisdiction in consultation with the Participating Municipalities since 1947;

AND WHEREAS section 21.1.2 of the *Conservation Authorities Act* requires that SNRCA enter into agreement with the Participating Municipalities to apportion the municipal levy for the continued delivery of Watershed Programs and Services;

AND WHEREAS the Council of The Corporation of the Township of Champlain now deems it appropriate to enter into an agreement with SNRCA so that SNRCA continues to deliver Watershed Programs and Services and agree to apportion a percentage of their municipal levy for said programs and services;

NOW THEREFORE the Council of The Corporation of the Township of Champlain hereby enacts as follows:

1. **THAT** The Corporation of the Township of Champlain enter into a cost apportioning agreement with South Nation River Conservation Authority, the agreement being more particularly identified as Schedule "A" attached hereto and forming part of this By-Law, to provide Watershed Programs and Services.
2. **THAT** the Mayor and Clerk be and they are hereby authorized to execute the said agreement, the said agreement being Schedule "A" attached hereto and forming part of this By-Law, and to execute all other necessary documents in order to give effect to the agreement.

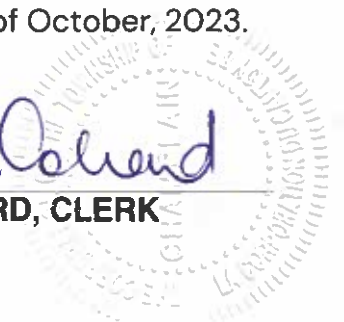
READ a first, second and third time and duly enacted this 26th day of October, 2023.



NORMAND RIOPEL, MAYOR



ALISON COLLARD, CLERK



Corporation of the City of Clarence-Rockland

By-law 2023-85

BEING A BY-LAW TO AUTHORIZE THE SIGNATURE OF A COST APPORTIONING AGREEMENT WITH SOUTH NATION RIVER CONSERVATION AUTHORITY FOR WATERSHED PROGRAMS AND SERVICES

Whereas Section 8(1) of the Municipal Act, 2001 states that the powers of a municipality under the Municipal Act or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

Whereas Section 9 of the Municipal Act, 2001 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Municipal Act; and

Whereas South Nation River Conservation Authority has delivered Watershed Programs and Services that further the conservation, restoration, development, and management of natural resources within its jurisdiction in consultation with the Participating Municipalities since 1947; and

Whereas Section 21.1.2 of the Conservation Authorities Act requires that South Nation River Conservation Authority enter into agreement with the Participating Municipalities to apportion municipal levy for the continued delivery of Watershed Programs and Services; and

Whereas the Participating Municipalities would like South Nation River Conservation Authority to continue to deliver Watershed Programs and Services and agree to apportion a percentage of their municipal levy for said programs and services; and

Whereas the Conservation Authorities Act and Ontario Regulation 687/21 permits South Nation River Conservation Authority to establish and charge user fees for Watershed Programs and Services; and

Whereas the Council of the Corporation of the City of Clarence-Rockland deems it appropriate to enter into a Cost Apportioning Agreement with South Nation River Conservation Authority for the for the provision of watershed programs and services.

NOW THEREFORE, the Council of the Corporation of the City of Clarence-Rockland enacts as follows:

- 1) That the Mayor and the Clerk are hereby authorized to execute a Cost Apportioning Agreement with South Nation River Conservation Authority for the for the provision of watershed programs and services.
- 2) That the Cost Apportioning Agreement be in the form of Schedule 'A' attached hereto and forming part of this by-law.
- 3) That this by-law shall come into force on the day of its adoption.

Read, passed and adopted in open council this 13th day of December 2023.

Mario Zanth, Mayor

Monique Ouellet, Clerk

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL**

BY-LAW NO. 2023-50

**“A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE A COST
APPORTIONING AGREEMENT WITH SOUTH NATION RIVER CONSERVATION
AUTHORITY (SNRCA) FOR THE PROVISION OF WATERSHED PROGRAMS
AND SERVICES.”**

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act; and

WHEREAS SNRCA has delivered Watershed Programs and Services that further the conservation, restoration, development, and management of natural resources within its jurisdiction in consultation with the Participating Municipalities since 1947; and

WHEREAS Section 21.1.2 of the Conservation Authorities Act requires SNRCA enter into agreement with the Participating Municipalities to apportion municipal levy for the continued delivery of Watershed Programs and Services; and

WHEREAS the Participating Municipalities wish that SNRCA continue to deliver Watershed Programs and Services and agree to apportion a percentage of their municipal levy for said programs and services; and

WHEREAS the Conservation Authorities Act and Ontario Regulation 687/21 permits SNRCA to establish and charge user fees for Watershed Programs and Services; and

WHEREAS Municipal Council deems it desirable to enter into a Cost Apportioning Agreement with South Nation River Conservation Authority for the for the provision of watershed programs and services;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the Mayor and Clerk is hereby authorized to execute the agreement, attached hereto as Schedule “A”, and forming part of this bylaw.
3. That this by-law shall come into force and take effect on the 1 day of January, 2024.

Read a first and second time in open Council this 25 day of September, 2023.

Read a third and final time, passed, signed and sealed in open Council this 25 day of September, 2023.


Tory Deschamps (Oct 4, 2023 01:47 EDT)

Mayor



Clerk

The Corporation of the Township of Elizabethtown-Kitley

By-law Number 23-52

Being a By-law to Authorize the Execution of an Agreement Between the Township of Elizabethtown-Kitley and the South Nation Conservation Authority

Whereas Section 9 of the *Municipal Act* S.O. 2001, c. 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 the Council of the Corporation of the Township of Elizabethtown-Kitley deems it advisable to enter into an agreement with the South Nation Conservation Authority;

And Whereas Council has reviewed the attached agreement and is in agreement with contents of same;

Now Therefore the Council of the Corporation of the Township of Elizabethtown-Kitley enacts as follows:

1. That the Corporation of the Township of Elizabethtown-Kitley enter into a cost-apportioning agreement with the South Nation Conservation Authority;
2. That the Mayor and Deputy Clerk are hereby authorized to execute the Agreement Attached hereto and forming part of this By-law;
3. That the terms of the Agreement attached hereto may be amended as deemed necessary and upon mutual agreement of both parties by resolution of Council.

Read a First and Second time this 14th day of August, 2023.

Read a Third time and finally Passed this 14th day of August, 2023.

I, Laura Stanzei, Deputy Clerk
 Corporation of the Township of Elizabethtown-Kitley
 in the County of Leeds, do hereby certify that
 the foregoing is a true copy of
By-law 23-52
 passed by the council of the said Corporation
 the 14th day of August, 2023
L Stanzei

Beatrice
 MAYOR

L Stanzei
 CLERK (Deputy)



CORPORATION DE LA MUNICIPALITÉ DE LA NATION
CORPORATION OF THE NATION MUNICIPALITY

Type: Ordinaire / Regular

Date: 27 novembre/ November 27, 2023

Résolution No.: 468 - 2023

Proposée par/Moved by:

T. Stewart [] A. Mainville [] D. Forgues [] R. Lalande [x] D. Boisvenue [] M. Drolet []

Appuyée par/Seconded by:

T. Stewart [] A. Mainville [] D. Forgues [] R. Lalande [] D. Boisvenue [] M. Drolet [x]

Entente – Conservation de La Nation Sud
Distribution des coûts pour les programmes
et services du bassin versant

Qu'il soit résolu que le Conseil autorise le
Maire et la DG-Greffière à signer l'Entente
de distribution des coûts pour les
programmes et services du bassin versants,
avec la Conservation de la Nation Sud, tel
que présenté à la réunion du 27 novembre
2023.

Agreement – South Nation Conservation
Cost apportioning for watershed programs
and services

Be it resolved that Council authorize the
Mayor and the CAO-Clerk to sign the Cost
apportioning agreement for the watershed
programs and services with South Nation
Conservation, as presented at the
November 27, 2023 meeting.

Table with 3 columns: Recorded Vote/Vote Enregistré, Yea, Nay. Lists names of council members and their votes.

Cette résolution est:
This resolution is:
Adoptée/Carried [x]
Rejetée/Defeated: []
Modifiée/Amended: []

DÉCLARATION D'INTÉRÊT / DISCLOSURE OF INTEREST

Nom / Name: _____ a (ont) déclaré ses (leur) intérêts, [] laissé son (leur)
siège(s) et [] quitté la salle du Conseil./Disclosed his (her, their) interest, [] vacated his (her, their) seat(s) and [] left
Council chambers.

Greffière
Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS
RESOLUTION

Regular Meeting

Resolution: 2023 - 366

Date: October 17, 2023

Moved By:

Seconded By:

J. Bergeron
John [Signature]

THAT Council approves the Cost Apportioning Agreement for Watershed Programs and Services between the South Nation River Conservation Authority and the participating municipalities including the Corporation of the Township of North Dundas and authorizes the Mayor and Clerk to execute the Agreement.

Carried

Deferred

Defeated

MAYOR

[Signature]

Recorded Vote:	Yea	Nay
Mayor Fraser	—	—
Deputy Mayor Bergeron	—	—
Councillor Annable	—	—
Councillor Uhrig	—	—
Councillor Lennox	—	—

**CORPORATION OF THE
TOWNSHIP OF NORTH GLENGARRY**

Council Meeting

Resolution # 4

Date: Monday, November 13, 2023

Moved by: Brian Caddell

Seconded by: Gary Martin

THAT the Council of the Township of North Glengarry authorizes the Mayor and CAO to enter into a Cost Apportioning Agreement for Watershed Programs and Services with the South Nation Conservation Authority.

Carried

Deferred

Defeated



Mayor / Deputy Mayor



**CORPORATION OF THE MUNICIPALITY
OF NORTH GRENVILLE
Council Meeting**

Agenda Number: H.2.
Resolution Number C-2023-372
Title: Watershed Programs and Services: 2024 and Beyond
Date: Wednesday, September 13, 2023

Moved by Kristin Strackerjan
Seconded by Deb Wilson

Be it resolved that:

Council

1. Receive the presentation titled "Watershed Programs and Services: 2024 and Beyond"; and
2. Authorize the Clerk, or their designate, to execute the agreement between the Municipality of North Grenville and local Conservation Authorities.

A handwritten signature in black ink, appearing to be 'M. Wilson', written over a horizontal line.

CARRIED

Mayor

THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT

BY-LAW NO. 61-2023

BEING a by-law to enter into an Agreement with South Nation River Conservation Authority for the cost apportioning for Watershed Programs and Services.

WHEREAS the *Municipal Act, 2001*, c. 25 s. 5(1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act, 2001*, c. 25 s. 5(3) provides that the powers of every council are to be exercised by by-law;

AND WHEREAS the Conservation Authorities Act, R.S.O. 1990, c. C.27 S. 21.1.1 authorizes a Conservation Authority to provide, within its area of jurisdiction, municipal programs and services that it agrees to provide on behalf of a municipality situated in whole or in part within its area of jurisdiction under a memorandum of understanding, or such other agreement as may be entered into with the municipality, in respect of programs and services.

AND WHEREAS the Corporation of the Township of North Stormont is desirous of entering into an Agreement with South Nation River Conservation Authority to provide these programs and services.

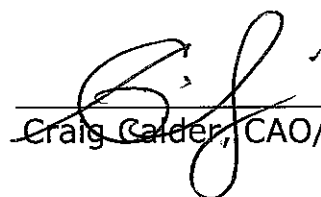
NOW THEREFORE the Council of the Corporation of the Township of the North Stormont hereby enacts as follows:

1. That the Mayor and CAO/Clerk are hereby authorized and directed on behalf of the Township of North Stormont to execute the Agreement.
2. That the CAO/Clerk of the Township of North Stormont is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature of the By-Law after the passage of this By-Law, where such modifications or corrections do not alter the intent of the by-law.

READ A FIRST, SECOND AND THIRD TIME and passed in open Council, signed and sealed this 15th day of August 2023.



François Landry, Mayor



Craig Calder, CAO/Clerk

SEAL



Ottawa City Council

Minutes

Meeting #: 22

Date: October 11, 2023

Time: 10 am

Location: Andrew S. Haydon Hall, 110 Laurier Avenue West, and by electronic participation

17. Bulk Consent Agenda

17.1 Agriculture and Rural Affairs Committee Report 7

17.1.1 Conservation Authority Programs and Services Agreements

ACS2023-PRE-EDP-0045 - Citywide

Committee recommendation(s)

That Council authorize and direct the General Manager, Planning, Real Estate and Economic Development, to enter into written agreements with the Mississippi Valley Conservation Authority, the Rideau Valley Conservation Authority, and South Nation Conservation by January 1, 2024, as required by provincial legislation, so that they can continue to use municipal levy funds to deliver programs and services to Ottawa residents.

Carried

CORPORATION OF THE TOWNSHIP OF RUSSELL

By-law # 2023-128

Being a by-law to enter into a Cost Apportioning Agreement with South Nation Conservation for Watershed Programs and Services.

WHEREAS Sections 9 and 11 of the Ontario Municipal Act, 2001, S.O. 2001, c. 25 as amended provides powers and broad authority to municipalities to establish By-laws to govern the structure of the municipality and its local boards; and

WHEREAS Council, at its Regular Meeting held on November 14, 2023, received report CAO-06-2023 recommending signing the agreement with South Nation Conservation for the continued delivery of programs and services; now therefore be it

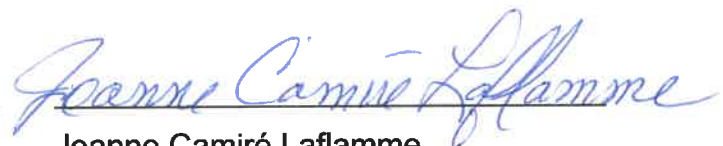
RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF RUSSELL ENACTS AS FOLLOWS:

1. **THAT** the entry into an agreement with South Nation Conservation is hereby authorized and that the Mayor or Acting Mayor and Clerk or Deputy Clerk are hereby authorized and directed to execute and affix the Corporate Seal to the agreement.
2. **THAT** attached hereto and forming part of this by-law is Schedule "A" – Cost Apportioning Agreement Watershed Programs and Services.
3. **THAT** this By-Law shall come into force and take effect upon final reading thereof.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
14TH DAY OF NOVEMBER, 2023.



Pierre Leroux
Mayor



Joanne Camiré Laflamme
Clerk

THE CORPORATION OF THE MUNICIPALITY OF SOUTH DUNDAS

BY-LAW NO. 2023-77

A By-law to enter into a Cost Apportioning Agreement with South Nation River Conservation Authority (SNRCA).

WHEREAS the *Municipal Act 2001*, S.O. 2001. C. 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 Act;


AND WHEREAS the Conservation Authorities Act requires SNRCA enter into an agreement with the Participating Municipalities to apportion municipal levy for the continued delivery of Watershed Programs and Services;

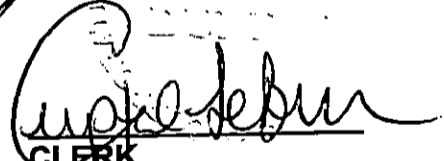
AND WHEREAS Council deems it desirable for the SNRCA continue to deliver Watershed Programs and Services;

NOW THEREFORE the Council of the Corporation of the Municipality of South Dundas enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the Agreement attached hereto as Schedule "A" forming part of this by-law between the Municipality of South Dundas and South Nation River Conservation Authority (SNRCA);
2. That this by-law shall come into full force as of January 1, 2024.

READ and passed in open Council, signed, and sealed this 11th day of October 2023.


MAYOR


CLERK

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2023-098

BEING a by-law to enter into a Cost Apportionment Agreement with South Nation River Conservation Authority.

WHEREAS the *Municipal Act, 2001*, c. 25, s. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act, 2001*, c. 25, s. 5 (3) provides that the powers of every council are to be exercised by by-law;

AND WHEREAS the *Municipal Act 2001*, S.O. 2001. C. 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 Act;

AND WHEREAS the *Conservation Authorities Act*, R.S.O. 1992, c. 27 requires the South Nation River Conservation Authority to enter into an agreement with the Participating Municipalities to apportion municipal levy for the continued delivery of Watershed Programs and Services;

AND WHEREAS Council deems it desirable for the South Nation River Conservation Authority to continue to deliver Watershed Programs and Services.

NOW THEREFORE Council of the Corporation of the Township of South Stormont enacts as follows:

1. The Mayor and Director of Corporate Services/Clerk are hereby authorized and directed on behalf of the Township of South Stormont to execute the Agreement attached hereto as Schedule "A" and forming part of this by-law.
2. Any other by-laws inconsistent with this by-law are hereby repealed.

READ AND PASSED in open Council, signed and sealed this 22nd day of November, 2023.

Mayor



Clerk

