

THE CORPORATION OF THE TOWN OF SMITHS FALLS

BY-LAW NO. 10481-2023

BYLAW TO AUTHORIZE EXECUTION OF AN AGREEMENT WITH THE RIDEAU VALLEY CONSERVATION AUTHORITY (RVCA) TO CONTINUE DELIVERING PROGRAMS AND SERVICES THAT ARE NOW CATEGORIZED AS "NON-MANDATORY" (CATEGORY 3)

WHEREAS Section 8 of the Municipal Act, SO 2001, 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 Section 9 of the Municipal Act, SO 2001, provides that Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS RVCA 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 1966;

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

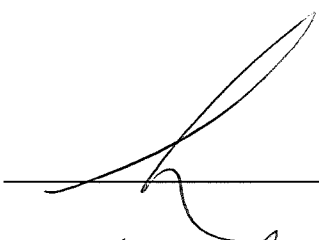
AND WHEREAS the Corporation of the Town of Smiths Falls wish that RVCA continue to deliver Watershed Programs and Services and agree to apportion a percentage of their municipal levy for said programs and services;

NOW THEREFORE the Council of the Corporation of the Town of Smiths Falls enacts as follows:

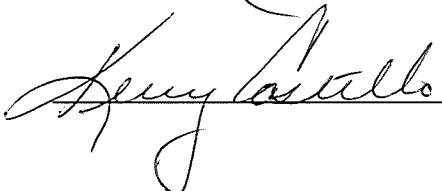
1. THAT The Mayor and Clerk be authorized to execute an agreement with the Rideau Valley Conservation Authority to continue delivering programs and services that are now categorized as "non-mandatory" (Category 3).
2. THAT Schedule "A" (Agreement)) attached hereto shall be read with and form part of this By-law.
3. THAT The provisions of this by-law shall come into force and take effect on the passing thereof.

Read a first and second time this 16th day of October, 2023

Read a third time and passed this 16th day of October, 2023



Mayor



Clerk



COST APPORTIONING AGREEMENT WATERSHED PROGRAMS AND SERVICES

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

BETWEEN

RIDEAU VALLEY CONSERVATION AUTHORITY

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

- and -

CORPORATION OF THE TOWN OF SMITHS FALLS

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

WHEREAS RVCA 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 1966;

AND WHEREAS section 21.1.2 of the *Conservation Authorities Act* requires RVCA 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 RVCA 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 RVCA 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

THE CORPORATION OF THE TOWN OF SMITHS FALLS

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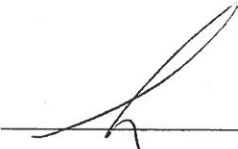
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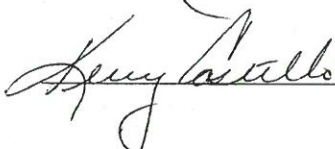
1. THAT The Mayor and Clerk be authorized to execute an agreement with the Rideau Valley Conservation Authority to continue delivering programs and services that are now categorized as "non-mandatory" (Category 3).
2. THAT Schedule "A" (Agreement) attached hereto shall be read with and form part of this By-law.
3. THAT The provisions of this by-law shall come into force and take effect on the passing thereof.

Read a first and second time this 16th day of October, 2023

Read a third time and passed this 16th day of October, 2023



Mayor



Clerk

- 1.1.2. "Agreement" means this agreement entered into between the Participating Municipalities and RVCA 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 RVCA has elected to be closed for business.
- 1.1.4. "municipal levy" has the same meaning as "apportionment" in section 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 RVCA.
- 1.1.7. "party" means either RVCA or one of the Participating Municipalities.
- 1.1.8. "Watershed Programs and Services" are the programs and services identified in Schedule A that RVCA 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 twenty (20) percent of their annual municipal levy for the delivery of Watershed Programs and Services in accordance with section 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. RVCA 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 RVCA to establish and charge user fees for the Watershed Programs and Services.
- 4.2. RVCA shall set user fees on an annual basis.
- 4.3. RVCA 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 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 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 below:

For the RVCA: Sommer Casgrain-Robertson
General Manager / Secretary-Treasurer
3889 Rideau Valley Drive
Manotick ON K4M 1A5
Tel.: 613-692-3571
Email: sommer.casgrain-robertson@rvca.ca

For the Municipality: Kerry Costello
Clerk
77 Beckwith Street North
Smiths Falls, ON K7A 2B8
Tel.: 613-283-4124 x 1102
Email: kcostello@smithsfalls.ca

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 RVCA and the Participating Municipalities. RVCA shall have no authority to bind the Participating Municipalities for the performance of any contract or otherwise obligate the Participating Municipalities.

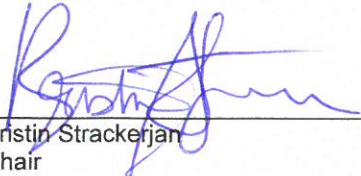
16. Governing Law

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 RVCA agree the venue for any litigation shall be Ottawa, Ontario.


IN WITNESS WHEREOF the parties hereto have executed the Agreement.

RIDEAU VALLEY CONSERVATION AUTHORITY



Kristin Strackerjan
Chair

23 Nov 23
Date

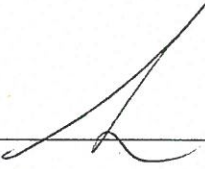


Sommer Casgrain-Robertson
General Manager / Secretary-Treasurer

Nov 9, 2023
Date

We have authority to bind the Rideau Valley Conservation Authority.

CORPORATION OF THE TOWN OF SMITHS FALLS



Shawn Pankow
Mayor

Oct 16/23
Date



Kerry Costello
Clerk

Oct 16/23
Date

We have authority to bind the Corporation of the Town of Smiths Falls

Schedule A

Rideau Valley Conservation Authority Watershed Programs and Services

1.0 Surface Water Monitoring and Reporting

This program includes:

- i. Water chemistry monitoring and reporting;
- ii. Aquatic and terrestrial monitoring and reporting;
- iii. Community outreach, engagement and education; and
- iv. Watercourse, lake, wetland and habitat enhancement projects.

Municipal levy supports:

- i. Staffing resources for program coordination, sampling, data analysis, reporting, external funding applications, project planning and community outreach; and
- ii. Lab fees and equipment.

2.0 Private Land Stewardship and Outreach

This program includes:

- v. Tree planting;
- vi. Clean water programs;
- vii. Shoreline naturalization; and
- viii. Community outreach, engagement and education.

Municipal levy supports:

- iii. Staffing resources for program coordination, site visits, project planning, external funding applications, reporting and community outreach; and
- iv. cost-share grants to private landowners for water quality improvement projects.

Schedule B

Rideau Valley Conservation Authority Municipal Levy Apportionment

Municipal levy 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: Rideau Valley Conservation Authority's 2023 municipal levy breakdown.

Participating Municipality	Municipal Levy Breakdown by Percentage ¹
Ottawa	90.86 %
North Grenville	1.70 %
Rideau Lakes	1.09 %
Smiths Falls	0.92 %
Perth	0.86 %
Beckwith	0.77 %
Tay Valley	0.74 %
Drummond/North Elmsley	0.72 %
Elizabethtown-Kitley	0.64 %
South Frontenac	0.40 %
Montague	0.38 %
Merrickville-Wolford	0.37 %
Central Frontenac	0.19 %
Augusta	0.14 %
Westport	0.11 %
Clarence-Rockland	0.09 %
North Dundas	0.02 %
Athens	0.01 %
Total	100%

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