

**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**





SOUTH NATION  
**CONSERVATION**  
DE LA NATION SUD

## **COST APPORTIONING AGREEMENT WATERSHED PROGRAMS AND SERVICES**



THIS AGREEMENT dated the 1<sup>st</sup> 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
Date

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

THE CORPORATION OF THE TOWNSHIP OF ALFRED AND PLANTAGENET

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

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

THE CORPORATION OF AUGUSTA TOWNSHIP

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

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

THE CORPORATION OF THE MUNICIPALITY OF CASSELMAN

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

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

THE CORPORATION OF THE TOWNSHIP OF CHAMPLAIN

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

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

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk


\_\_\_\_\_  
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

  
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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

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

THE CORPORATION OF THE NATION MUNICIPALITY

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

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

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

*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

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

*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

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

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

THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

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

THE CORPORATION OF THE CITY OF OTTAWA

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

*We are authorized by bylaw to bind the Corporation of the City of Ottawa.*

THE CORPORATION OF THE TOWNSHIP OF RUSSELL

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

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



THE CORPORATION OF THE TOWNSHIP OF SOUTH DUNDAS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
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 percentage <sup>1</sup> |
|----------------------------|---|
| 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%   |
| <b>Total</b>               | <b>100%</b>   |

<sup>1</sup> 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

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