

**THE CORPORATION OF THE
TOWNSHIP OF LANARK HIGHLANDS**

BY-LAW NO. 2023-1879

**FIVE-YEAR - CATEGORY 2 AND 3 PROGRAMS AND SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF LANARK HIGHLANDS AND THE
MISSISSIPPI VALLEY CONSERVATION AUTHORITY**

WHEREAS, Section 5.3 of the Municipal Act, 2001, S.O. 2001, c.25 authorizes that municipal powers, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and;

AND WHEREAS, the Council of the Corporation of the Township of Lanark Highlands deems it expedient to enter into a five-year agreement with the Mississippi Valley Conservation Authority (MVCA) to permit the MVCA to continue to provide non-mandatory programs and services and to apportion a percentage of its municipal levy for said programs and services;

NOW THEREFORE BE IT RESOLVED THAT, the Council of the Corporation of the Township of Lanark Highlands enacts as follows:

1. GENERAL REGULATIONS

1.1 THAT, the Reeve and Clerk/Acting CAO are hereby authorized on behalf of the Corporation of the Township of Lanark Highlands to execute a five-year agreement between the Corporation of the Township of Lanark Highlands and the Mississippi Valley Conservation Authority related to non-mandatory programs and services for the years 2023-2028, attached hereto as Schedule 'A'.

2. ULTRA VIRES

Should any sections of this by-law, including any section or part of any schedules attached hereto, be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

3. BY-LAWS TO BE REPEALED

All By-Laws or parts thereof and resolutions passed prior to this by-law which are in contravention of any terms of this by-law are hereby rescinded.

4. EFFECTIVE DATE

ENACTED AND PASSED this 24th day of October, 2023.


Peter McLaren, Reeve




Amanda Noël, Clerk/Acting CAO

THIS AGREEMENT dated the 1st day of January 2024.

BETWEEN

MISSISSIPPI VALLEY CONSERVATION AUTHORITY

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

- and -

THE CORPORATION OF THE TOWNSHIP OF LANARK HIGHLANDS

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

WHEREAS MVCA has delivered Programs and Services that further the conservation, restoration, development, and management of natural resources within its jurisdiction in consultation with participating municipalities since 1968;

AND WHEREAS the Act permits the MVCA to provide non-mandatory programs and services under a Memorandum of Understanding or such other agreement as may be entered into with a municipality;

AND WHEREAS the Municipality wishes that MVCA continue to deliver non-mandatory programs and services and agrees to apportion a percentage of its municipal levy for said programs and services;

AND WHEREAS the *Conservation Authorities Act* and Ontario Regulation 687/21 permits MVCA to establish and charge user fees for 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 Municipality and MVCA and has the same meaning as "memorandum of understanding" in the *Conservation Authorities Act* and "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 MVCA 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. "Programs and Services" are the programs and services identified in Schedule A and Schedule B described as "Category 2 programs and services" and "Category 3 programs and services" and "other programs and services" in the Act and Ontario Regulation 687/21.

2. Apportionment

- 2.1. The Municipality agrees to apportion a maximum of fourteen percent (14%) of its annual operating municipal levy for the delivery of Programs and Services set out in Schedule A in accordance with section 27 of the Act.
- 2.2. The Municipality agrees to apportion a maximum of two percent (2%) of its annual capital municipal levy for implementation of capital works set out in Schedule B in accordance with section 25 of the Act.
- 2.3. Municipal levy apportionment is determined annually from assessment data provided by the province. Schedule C references 2023 municipal levy apportionment.

3. Programs and Services

The MVCA agrees to provide the Municipality with the Programs and Services identified in Schedule A and the capital renewal of structures at the Mill of Kintail Conservation Area identified in the Mill of Kintail 10-year Capital Plan attached hereto as Schedule B and that may be amended from time to time at the sole discretion of MVCA.

4. Fees

- 4.1. The Municipality permits MVCA to establish and charge user fees for the Programs and Services.
- 4.2. MVCA shall set user fees on an annual basis.
- 4.3. MVCA shall provide a minimum thirty (30) days' notice to the Municipality of changes to 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 the Municipality shall remain in effect until December 31 of the year in which the termination takes effect.

9. Notice

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:

- (a) in the case of the Township of Lanark Highlands, to:
Amanda Noël, Clerk/Acting CAO lhclerk@lanarkhighlands.ca
Township of Lanark Highlands
75 George Street,
Lanark ON, K0G 1K0
- (b) in the case of the MVCA, to:
Sally McIntyre, General Manager smcintyre@mvc.on.ca
Mississippi Valley Conservation Authority
No. 10970 Highway No. 7, Carleton Place ON, K7C 3P1

9.1. Notice shall be deemed to have been given:

- 9.1.1. in the case of postage-prepaid mail, five (5) business days after the notice is mailed; or
- 9.1.2. 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 MVCA and the Municipality. MVCA shall have no authority to bind the Municipality for the performance of any contract or otherwise obligate the Municipality.

16. Governing Law

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

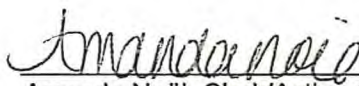
16.2. The Municipality and MVCA agree the venue for any litigation shall be Ottawa, Ontario.

IN WITNESS WHEREOF the Municipality and the MVCA have signed this Agreement.

THE CORPORATION OF THE TOWNSHIP OF LANARK HIGHLANDS:


Peter McLaren, Reeve

Oct. 24, 2023
Date


Amanda Noël, Clerk/Acting CAO

Oct 24, 2023
Date

I / We have authority to bind the Township of Lanark Highlands.

MISSISSIPPI VALLEY CONSERVATION AUTHORITY:

Sally McIntyre Nov '23
Sally McIntyre, General Manager Date

Paul Kehoe
Paul Kehoe, Board Chair Date

I / We have authority to bind MVCA.

Schedule A

Mississippi Valley Conservation Authority Programs and Services

1.0 Watershed/Subwatershed Studies & Plans

In accordance with the *Mississippi River Watershed Plan, 2021* and the *MVCA Corporate Strategic Plan, 2021*:

- carry out technical studies to inform preparation and update of a watershed/subwatershed plan;
- review and assess watershed/subwatershed plan implementation and effectiveness;
- conduct quality assurance and quality control (QA/QC) reviews of natural heritage technical studies prepared by or submitted to the Municipality (e.g. OWES reports); and
- provide advisory support in the preparation and review of Municipal documents, programs and services that are not subject to the *Planning Act*¹.

The municipal levy supports staff resources for this Category 2 program.

2.0 Watershed Monitoring and Reporting Program

Deliver a watershed monitoring and reporting program as set out in MVCA's [*Natural Systems Monitoring & Reporting Strategy, 2023*](#).

The municipal levy supports staff resources and laboratory fees for this Category 2 program.

3.0 Stewardship Program

Implement actions set out in MVCA's [*Stewardship Plan, 2021*](#) including but not limited to:

- Support and guidance to lake associations including with the preparation and implementation of Lake Plans.
- Delivery of the Green Acres Program (as implemented by RVCA in MVCA's jurisdiction).
- Delivery of Naturalization/Restoration Program.

The municipal levy supports staff resources and cost sharing grants for this Category 3 program

4.0 Visitor Services at Conservation Areas (CA)

Continue to operate the Mill of Kintail (MOK) Conservation Area with a combination of natural and cultural heritage programs and services including but not limited to operation of an education centre, a small playground, some smaller structures, and including the rental and display of exhibits at two designated heritage structures: the Gate House and Grist Mill.

The municipal levy supports staff resources and the capital renewal of structures for these Category 3 programs and services.

¹ Per O.Reg. 596/22.

5.0 Nature Education Program

Deliver an education program that provides children with the opportunity to explore plants, wildlife, insects, habitats and aquatics and learn about conservation and stewardship.

The municipal levy supports staff resources to deliver a summer program for this Category 3 program.

Schedule B

Mill of Kintail Conservation Area Capital Plan

Table 1: Excerpt of 10-year Capital Plan approved April 2023.

Conservation Areas												
Mill of Kintail Conservation Area	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	10 Yr. Total	Category 3
Grist Mill												
Balcony repairs				28,941							28,941	√
Replace wooden shingle roof	48,000										48,000	√
Repoint stone work	10,000										10,000	√
Replace septic system					60,775						60,775	√
Building Condition Assessment			22,050								22,050	√
Gatehouse												
Repoint stone work	24,000					31,907					55,907	√
Replace veranda joists and flooring	5,000										5,000	√
Security and accessibility upgrades	6,500										6,500	√
Replace windows	20000										20,000	√
Septic replacement								84,426			84,426	√
Ed Center												
Accessibility doors and ramps											-	√
Replace siding							13,401				13,401	√
MOK - Visitor Services Subtotal	113,500	-	22,050	-	60,775	31,907	13,401	84,426	-	-	326,059	√
Site General												
Parking Upgrades		5,250									5,250	
Pedestrian bridge deck replacement			16,538								16,538	
Resurface roadway and parking lot				11,576					14,775		26,351	
Signage		2,100									2,100	
Construct flush washrooms	30,000	90000									120,000	
Develop site work shop											-	
MOK- CA Subtotal	30,000	97,350	16,538	11,576	-	-	-	-	14,775	-	170,238	

The 10-year Capital Plan is updated by the MVCA Board of Directors as needs and priorities change. Category 3 capital works subject to this Agreement are identified in the final column. The average annual amount of municipal capital levy allocated to Category 3 works at the Mill of Kintail Conservation Area is approximately 2%.

Schedule C

MVCA - Municipal Levy Apportionment

Apportionment follows the modified current value assessment method levy apportionment calculation set by provincial regulation. Table 2 includes a reference summary of the 2023 municipal levy percentage breakdown by municipality.

Table 2: Mississippi Valley Conservation Authority's 2023 municipal levy breakdown.

Municipality	CVA-based apportionment²
Addington Highlands, Twp	0.1551
Beckwith, Twp	0.6922
Carleton Place, Town	2.6709
Central Frontenac, Twp	0.4303
Drummond/North Elmsley, Twp	0.4870
Greater Madawaska, Twp	0.0351
Lanark Highlands, Twp	1.1084
Mississippi Mills, Town	2.7838
North Frontenac, Twp	0.9116
Ottawa, City	90.1030
Tay Valley, Twp	0.6226
	100.00

² Municipal levy apportionment is determined on an annual basis as per assessment data provided by the Ministry of Natural Resources and Forestry.