

**AGREEMENT FOR OTHER SERVICES AND PROGRAMS (“AGREEMENT”)**

**THIS AGREEMENT** dated this 5th day of September, 2023.

**BETWEEN:**

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

OF THE FIRST PART

– and –

**“Township of Cavan Monaghan”**  
(hereinafter called the “Municipality”)

OF THE SECOND PART

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

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

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

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

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

**The Township of Cavan Monaghan**

**By-law No. 2023-59**

**Being a by-law to authorize the execution of the Cost Apportionment Agreement for the Category 3 Service/Programs (eg. water monitoring, land stewardship, climate change initiatives) between the Township of Cavan Monaghan and the Otonabee Region Conservation Authority**

**Whereas** the Ontario Municipal Act, 2001, S.O. 2001, c. 25, Section 2, as amended, states that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction, and as such, municipalities are given powers and duties under this Act, and many other Acts, for the purpose of providing good government with respect to those matters; and

**Whereas** the Ontario Municipal Act, 2001, S.O. 2001, c. 25, Section 5.3, as amended, states that a municipal power shall be exercised by By-law unless the municipality is specifically authorized to do otherwise;

**Now Therefore**, the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the Mayor and Clerk be authorized to execute the Cost Apportionment Agreement for the Category 3 Service/Programs (eg. water monitoring, land stewardship, climate change initiatives) between the Township of Cavan Monaghan and the Otonabee Region Conservation Authority.
2. That a copy of the Agreement is attached as Schedule "A".
3. That a copy of the letter dated July 27, 2023 is attached as Schedule "B".

Read a first, second and third time and passed this 5<sup>th</sup> day of September 2023.

  
\_\_\_\_\_  
**Matthew Graham**  
Mayor

  
\_\_\_\_\_  
**Cindy Page**  
Clerk

**Term of Agreement**

- 6. The Agreement will be for a term of five (5) years commencing on the date of the signature by the last of the parties.
- 7. The Agreement shall terminate on the fifth anniversary from the date of the signature of the last of the parties (“Termination Date”) unless the parties agree to renew the Agreement before the Termination Date.
- 8. The Agreement shall be reviewed by the parties at least six (6) months before the Termination Date, for the purpose of determining whether the Agreement is to be renewed by the parties.
- 9. Either party may terminate this Agreement at any time upon delivering six (6) months written notice of termination.
- 10. Any notice to be given pursuant to this Agreement shall be delivered in writing to the parties at the following addresses:

Address for the Authority  250 Milroy Drive  Peterborough, ON K9H 7M9  Attn: Chief Administrative Officer	Address for Municipality  988 County Rd 10 Millbrook ON L0A  1G0  Attn: Chief Administrative Officer
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- 11. The Agreement will terminate six (6) months after the date on which written notice of early termination is delivered to the parties.

**Dispute Resolution**

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

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

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

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

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

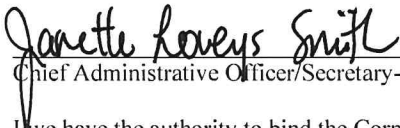
Whenever a dispute is in respect of a matter within the expertise of an architect, engineer, land surveyor or other professional consultant who, in the opinion of both the Authority and the Municipality, is qualified to make a determination in respect of such dispute, the Authority and the Municipality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

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

SIGNED SEALED AND DELIVERED THIS 25 DAY OF September 2023.

**THE OTONABEE REGION CONSERVATION  
AUTHORITY**

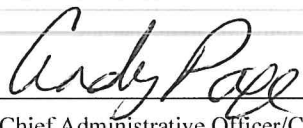
Per:  \_\_\_\_\_  
Chair of Board

Per:  \_\_\_\_\_  
Chief Administrative Officer/Secretary-Treasurer  
I/we have the authority to bind the Corporation

SIGNED SEALED AND DELIVERED THIS 5 DAY OF September 2023.

**Municipality**

Per:  \_\_\_\_\_  
Mayor/Designate

Per:  \_\_\_\_\_  
Chief Administrative Officer/Clerk  
I/we have the authority to bind the Corporation

**Schedule “A” - Inventory of Other Services and Programs**

**Local Water Monitoring Programs**

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

**Climate Change Initiatives**

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

**Land Stewardship Services**

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



July 27, 2023

Township of Cavan  
Monaghan 988 County  
Road 10 Millbrook, ON  
L0A 1G0

Attention: Ms. Yvette Hurley, CAO

**Subject Cost Apportioning Agreement for Category 3 - Programs & Services**

Under the new *Ontario Regulation 686/21* Conservation Authorities are required to break out the services that are provided into three Categories:

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- Category 1 – Mandatory Services
- Category 2 – Municipally requested Services
- Category 3 – Conservation Authority initiatives

The legislation also requires that a Cost Apportioning Agreement be in place when Category 3 Programs and Services are funded by municipal levy and provided in the jurisdiction of a municipality. The Cost Apportioning Agreement allows for greater transparency and cost assurance for municipalities.

Included under Category 3 Programs and Services are our Local Water Monitoring Program, Climate Change Initiatives, and Land Stewardship Services. These programs and services that have been in place for some time and funded from the tax levy. The legislation now requires that a Cost Apportioning Agreement for Category 3 Programs and Services be approved by the municipal council in order for these same services and programs to continue. Otonabee Conservation wishes to continue to provide these Services in the community of Cavan Monaghan.

Attached, please find the Board approved Agreement and Program Descriptions for Local Water Monitoring Program and Land Stewardship Services. These Program Descriptions were circulated to municipalities in 2022.

The Climate Change Initiatives Program Description is currently being updated for the 2024 budget. To provide context, a total of \$5,000 was placed in the 2023 budget in order to assist with the implementation of Otonabee Conservation's Climate Change Strategy.

The total 2023 municipal cost of Category 3 Programs and Services for Otonabee Conservation is \$37,500. This cost is then divided amongst the 8 member municipalities as per the Modified CVA Based Apportionment percentage. Cavan Monaghan's apportionment is 7.3%

As required by legislation, Otonabee Conservation Board set a funding model for Category 3 Programs and Services of *up to 3%* of the municipal levy for Category 1 – Mandatory Services. As part of the 2023 budget and to help illustrate the provincial directive, the municipal portions for Category 1 and Category 3 services were broken out.

For further transparency, I have attached Table 5 – Municipal Levy 2023 from the Otonabee Conservation budget, also a part of my presentation at the February 6, 2023 Council meeting. It identifies in the Authority's 2023 budget, Cavan Monaghan's portion for Category 3 – Programs and Services that are funded by the municipal levy is **\$2,740**.

Municipalities can expect to see a similar breakout in future budgets.

Again, other sources of revenues such as fees, grants, sponsorships, and campground revenues cover a large portion of the Otonabee Conservation budget and offset the municipal levy.

I would be pleased to present this request to Council or assist in any other way to obtain approval as these are valuable programs and services in your community.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Janette Loveys Smith  
CAO/Secretary- Treasurer

Attached:  
Cost Apportionment Agreement – Category 3 Programs and Services  
Program Descriptions for Local Water Monitoring Program & Land Stewardship Services  
Table 5 – 2023 Municipal Levy

## Land Stewardship Services

**Objective:** Otonabee Conservation's Land Stewardship Services advance and contribute to the maintenance of a healthy and resilient natural environment. This program focuses on providing advice and technical support to private and public landowners, enabling them to undertake land restoration and stewardship activities.

There is a strong relationship between land stewardship and environmental education. Many stewardship projects include an educational component that increases landowner awareness of watershed health and conservation.

Land Stewardship activities provide opportunities to inform, educate, communicate, and involve the watershed community while providing the opportunity to influence changes in behavior that contribute to a healthy watershed.

**Description:** Land Stewardship is the term often used to describe the responsible use and protection of the natural environment through conservation and sustainable best management practices. Otonabee Conservation's Land Stewardship Program undertakes projects that restore and prevent further environmental degradation, and enhance water quality, watershed health, and fish and wildlife habitat.

The Program currently includes a tree seedling sales program and provides opportunities for landowners to receive advice and technical support for undertaking projects on their property including tree planting, habitat enhancement, and shoreline naturalization. Tree planting activities include larger afforestation projects and smaller reforestation activities.

Otonabee Conservation delivers land stewardship projects in partnership with municipalities, educational institutions, public agencies, community groups and a variety of funding partners.

We facilitate access to funding, a key program component for stewardship projects by maintaining ongoing partnerships with funders including Tree Canada, One Tree Planted and TD Friends of the Environment Foundation.

Otonabee Conservation also participates in local initiatives including the East Central Farm Stewardship Collaborative and Alternative Land Use Service (ALUS) Peterborough to further our collective stewardship efforts.

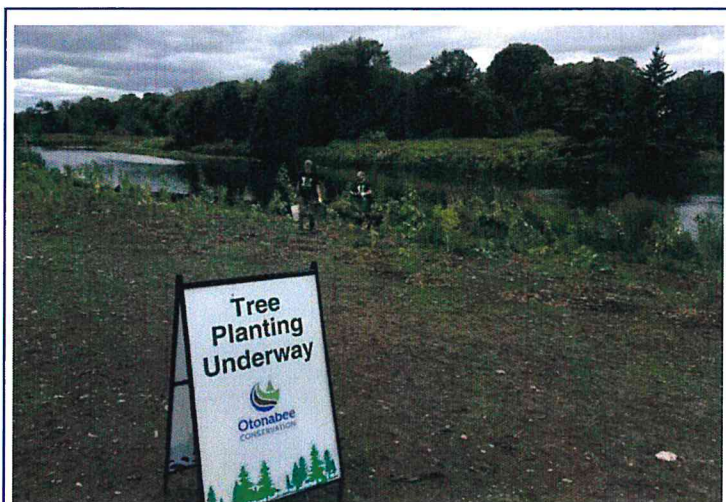


**Table 1. Details of Land Stewardship Services in the Township of Cavan Monaghan, 2017-2021**

Tree Planting	Shoreline Naturalization	Habitat Enhancement
Peterborough Airport Afforestation, 2017 (5000 trees and shrubs)	Millbrook Millpond, 2019 (25 trees, 225 shrubs)	Station Trail Planting, 2018 (130 trees, 20 shrubs)
	Peterborough Airport, 2017 (160 trees, 40 shrubs)	Medd's Mountain Planting, 2019 (1 tree)



**Figure 1: Planting at Peterborough Airport, 2017**



**Figure 2: Shoreline Naturalization at Millbrook Millpond, 2019**



## Local Water Monitoring Program

**Objective:** Otonabee Conservation uses an integrated, science-based approach to understand the ecological processes and state of natural resources in the watershed. Monitoring programs increase our understanding of watershed health and make it possible to track changes and target efforts to enhance the watershed environment.

We collect data that enables us to understand where conditions are deteriorating or changing and helps us to target restoration efforts or encourage behavioral changes to enhance water quality.

This information is used by Conservation Authorities and other practitioners, all levels of government, industry, and environmental agencies to help conserve, restore and protect the natural resources that support us.

**Description:** Otonabee Conservation is mandated to deliver provincial monitoring programs within our jurisdiction. We also undertake a local water monitoring program to supplement the information collected through the Provincial Programs. We work with a variety of partners to deliver local water monitoring programs, including government, foundations, businesses, residents, and educational institutions.

Both programs include monthly collection of surface water samples during the ice-free season. The Provincial surface water quality monitoring program includes sample collection at 16 sites, and the Provincial groundwater monitoring program includes measuring water quality and quantity at 11 sites. The local water monitoring program includes sample collection at four additional sites to ensure that data collected is representative of the entire Otonabee Region watershed. Water samples collected through both programs are analyzed for a variety of physical and chemical parameters, in the field and at provincial and local laboratories.

As part of the local water monitoring program, biological indicators are also used to assess long-term water quality. Samples of the benthic macroinvertebrate communities are collected annually in May at 8-12 sites across the watershed. Benthic macroinvertebrate are the bugs that live in the bottom of streams, lakes, rivers, and wetlands and are excellent biological indicators of water quality as each species has a different tolerance to water quality conditions.

The data collected through the provincial and local water monitoring program is incorporated into a variety of programs and activities that include the publication of a Watershed Report Card every five years. Watershed Report Cards track and report on surface water quality and forest conditions and provide information related to groundwater quality, wetlands, and climate change.

250 Milroy Drive, Peterborough ON K9H 7M9

P: 705-745-5791 F: 705-745-7488

[otonabeeca@otonabeeconservation.com](mailto:otonabeeca@otonabeeconservation.com)

[otonabeeconservation.com](http://otonabeeconservation.com)

**Table 1: Provincial Monitoring Locations in Township of Cavan Monaghan**

<b>Provincial Groundwater Monitoring Network Locations</b>
Carmel Line & Brackenridge Drive
Carmel Line & Brackenridge Drive

<b>Provincial Water Quality Monitoring Network Locations</b>
Baxter Creek @ Zion Line (4th Line)
Cavan Creek @ Hwy 7 & Hwy 115, South of Springville

**Table 2: Local Water Monitoring Locations in Township of Cavan Monaghan**

<b>Local Water Monitoring Locations</b>
Squirrel Creek @ Hwy 28

<b>Local Benthic Monitoring Locations</b>
Baxter Creek @ Glamorgan
Baxter Creek @ Zion Line
Baxter Creek @ Cedar Valley Rd.
Cavan Creek @ 70 Syer Line
Cavan Creek Tributary @ Tapley 1/4 Line
Cavan Creek @ Upstream of Moncrief Line
Squirrel Creek @ 1161 Deyell Line
Squirrel Creek @ Hwy 28

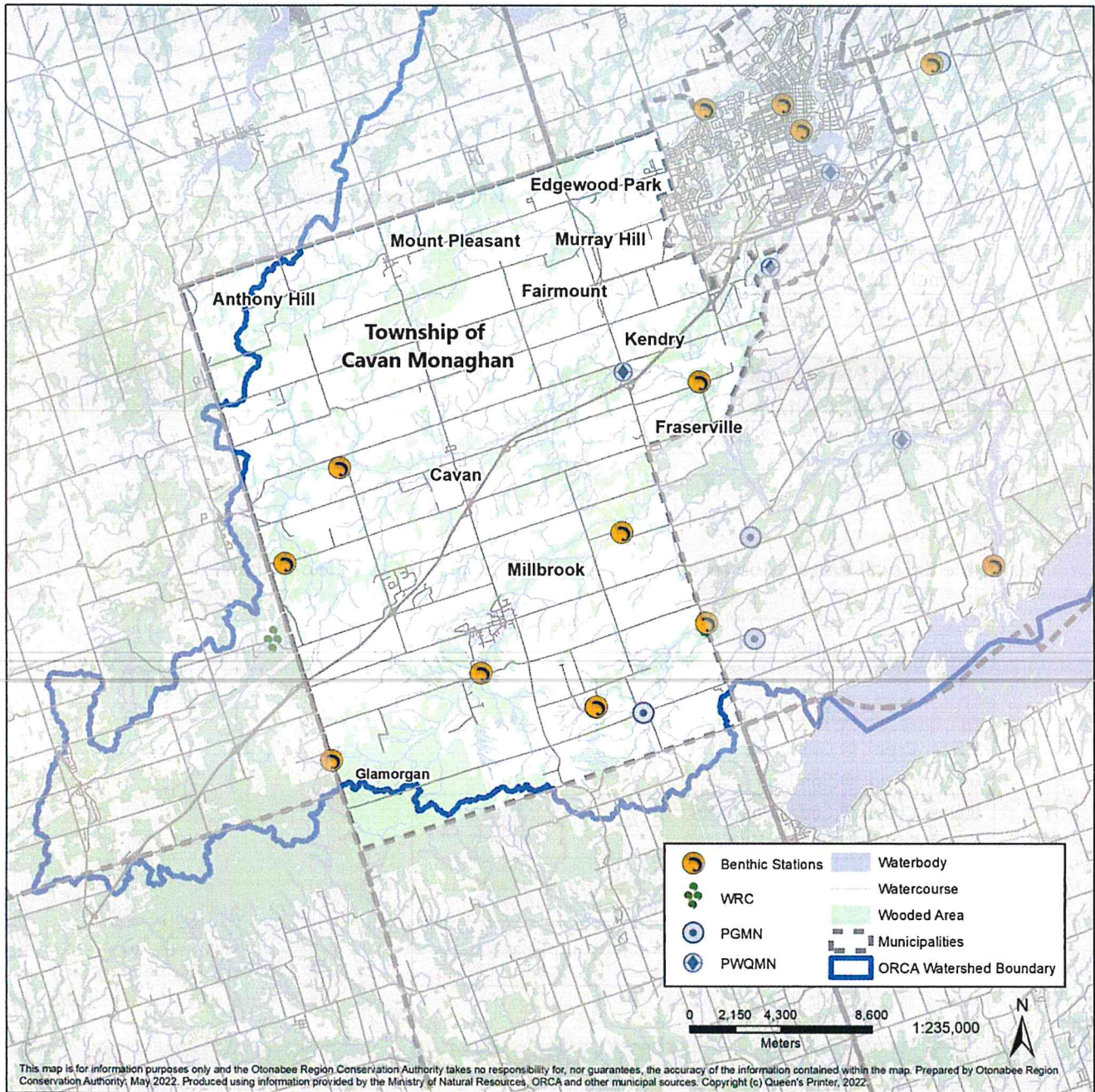


Figure 1: Map of Monitoring Locations in Township of Cavan Monaghan



**Objective:** Otonabee Conservation's Climate Change Strategy recognizes the importance of responding to climate change, and includes a series of goals, objectives, targets and actions intended to minimize the organizational carbon footprint and implement actions to mitigate local climate change impacts.

The Climate Change Strategy identifies the actions that will be taken, how results will be tracked, and how Otonabee Conservation will support community efforts related to Climate Change mitigation and adaptation.

**Description:** The Climate Change Strategy identifies the following four goals:

1. Educate: Increasing the water community's understanding of how climate change impacts the water's natural environment
2. Adapt: Actions taken in response to actual or projected climate change impacts, which reduce the effects of climate change on built, natural, and social systems
3. Mitigate: Efforts to lower or prevent the release of greenhouse gas emissions into the atmosphere, including reducing sources of emissions and implementing measures that enhance the storage or sequestration of Carbon.
4. Implement: The process of putting a plan into action, including a process to measure the progress of implementation, and the effectiveness of the actions to ensure the strategy is successful.

The Climate Change Program is intended to enable Otonabee Conservation to continue to provide leadership and implement the Climate Change Strategy by identifying specific performance objectives that include bi-annual reporting to the community through the publication of a Climate Change Report Card to measure our progress.

Other objectives include efforts to reduce the organization carbon footprint by tracking greenhouse gas emissions and establishing a process to integrate Climate Change considerations into all program areas.

Otonabee Conservation supports municipal climate change efforts and participates in local initiatives with community partners.

Table 5 | Municipal Levy 2023

Municipality	Municipal Levy 2023						Operating Levy	
	Modified CVA Based Apportionment %	Proposed Operating Levy Apportionment	Proposed Capital Levy Apportionment	Total Municipal Levy	Category 1 - Operating Levy (97%)	Category 3 - Operating Levy (3%)		
Asphodel-Norwood	2.6166	\$ 33,430	\$ 2,747	\$ 36,177	\$ 32,449	\$ 981		
Cavan-Monaghan	7.3074	\$ 93,359	\$ 7,673	\$ 101,032	\$ 90,619	\$ 2,740		
City of Kawartha Lakes	0.6708	\$ 8,571	\$ 704	\$ 9,275	\$ 8,319	\$ 252		
City of Peterborough	58.7512	\$ 750,606	\$ 61,689	\$ 812,295	\$ 728,574	\$ 22,032		
Douro-Dummer	7.5627	\$ 96,622	\$ 7,941	\$ 104,563	\$ 93,786	\$ 2,836		
Otonabee-South Monaghan	5.5802	\$ 71,293	\$ 5,859	\$ 77,152	\$ 69,201	\$ 2,093		
Selwyn	17.4840	\$ 223,376	\$ 18,359	\$ 241,735	\$ 216,819	\$ 6,556		
Trent Hills	0.0270	\$ 345	\$ 28	\$ 373	\$ 335	\$ 10		
<b>TOTAL</b>	<b>100.00</b>	<b>\$ 1,277,602</b>	<b>\$ 105,000</b>	<b>\$ 1,382,602</b>	<b>\$ 1,240,102</b>	<b>\$ 37,500</b>		

September 5, 2023

Otonabee Region Conservation Authority  
250 Milroy Drive  
Peterborough, ON K9H 7M9

**Re: By-law No. 2023-59**

Please find enclosed two copies of By-law No. 2023-59 Being a by-law to authorize the execution of the Cost Apportionment Agreement for the Category 3 Service/Programs (eg. water monitoring, land stewardship, climate change initiatives) between the Township of Cavan Monaghan and the Otonabee Region Conservation Authority

Please ensure that both copies of By-law No. 2023-59 have been signed, and please return one executed copy to the Township of Cavan Monaghan at 988 County Road 10, Millbrook, ON L0A 1G0 and keep the other for your own records.

Please do not hesitate to contact our office should you have any questions.

Sincerely,

Cindy Page  
Clerk  
Township of Cavan Monaghan

988 County Rd 10  
Millbrook, Ontario L0A 1G0

[www.cavanmonaghan.net](http://www.cavanmonaghan.net)

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