

**Cost Apportioning Agreement (“Agreement”)**  
**THIS COST APPORTIONING AGREEMENT**  
made the \_\_\_\_ day of \_\_\_\_\_, 2023.

**BETWEEN:**

**COUNTY OF OXFORD**  
**(hereinafter, “Municipality”)**

- and -

**UPPER THAMES RIVER CONSERVATION AUTHORITY**  
**(hereinafter, “UTRCA”)**

**WHEREAS** the UTRCA is a conservation authority established under the Conservation Authorities Act (“Act”) and governed by its participating municipalities in accordance with the Act;

**AND WHEREAS** a Participating Municipality is located wholly or in part within the area under the jurisdiction of UTRCA;

**AND WHEREAS** the County of Oxford is a regional municipality established under the Municipal Act, 2001, as amended, which authorizes the County of Oxford to act as a participating municipality in place of the local municipalities wholly or partly in the area within the jurisdiction of the UTRCA under the Conservation Authorities Act consisting of:

Township of Blandford-Blenheim  
Township of East Zorra-Tavistock  
Township of Norwich  
Township of South-West Oxford  
Town of Ingersoll  
City of Woodstock  
Township of Zorra

**AND WHEREAS** the Act permits UTRCA to provide non-mandatory programs and services on behalf of a Municipality under a Cost Apportioning Agreement or such other agreement as may be entered into with the Municipality pursuant to Ontario Regulation 686/21, when levy is required for the delivery of the non-mandatory programs or services that the UTRCA deems advisable to further the purpose of the Act;

**AND WHEREAS** pursuant to Ontario Regulation 686/21, when Conservation Authorities are authorized to apportion costs to municipalities for the delivery of 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:

### **Term of Agreement**

1. Initial Term of the Agreement is January 1, 2024, through December 31, 2028.
2. Thereafter, the Agreement shall continue for additional four-year periods (each "Renewal Term") unless either party provides written notice of their intention to terminate this Agreement and such notice will be given no less than one-hundred and eighty (180) days and no more than three hundred (300) days prior to the end of such calendar year.

### **Agreement Principles**

3. The following principles shall guide the implementation of the Agreement between UTRCA and the Municipality:
  - a. The Agreement will provide the overarching terms and conditions for the delivery of non-mandatory programs and services by UTRCA that UTRCA deems advisable to further the purpose of the Act.
  - b. UTRCA agrees to provide the programs and services outlined in Schedule A.
  - c. The Municipality agrees to financially support the programs and services outlined in Schedule A and for such support to be apportioned among the participating municipalities using the Modified Current Value Assessment method, as outlined in Schedule B.
  - d. UTRCA will not add to or delete from the programs and services supported through the Agreement without first consulting with the Municipality and identifying such changes in the annual budget process. Any changes to the programs and services must be approved in writing by the Municipality and any such change following the Municipality's written approval shall be reflected in an updated Schedule A and Schedule B to be circulated and posted once the final annual budget is approved.
  - e. Any change to the total municipal support outlined in Schedule B will be reviewed and approved by the UTRCA Board of Directors within the annual budget process including a 30-day consultation period with the Municipality and applied effective January 1 each calendar year.
  - f. UTRCA may charge a user fee for the delivery of any of the programs and services outlined in Schedule A, where appropriate, to reduce the cost apportioned to the Municipality.

### **No Agency**

4. Nothing herein contained shall make or be construed to make the Municipality or the UTRCA a partner of one another nor shall this Agreement be construed to create a partnership, joint venture, principal-agent relationship or employment relationship in any way or for any purpose whatsoever between the Municipality or the UTRCA or between the Municipality, the UTRCA and a third party. Nothing in this Agreement is to be construed as authorizing one of the UTRCA or the Municipality to contract for or to incur any obligation on behalf of the other of them or to act as agent for the other of them. Any reference herein this section to Municipality shall include its boards, agencies, commissions, and subsidiary operations.

### **Insurance**

5. (1) As required by the Municipality, acting reasonably, the UTRCA shall obtain, maintain and provide to the Municipality, Certificates of Insurance of the following insurance policies issued by an insurance company licensed to write in the Province of Ontario, and shall ensure that the following insurance policies are maintained and kept in force at all times during the currency hereof, unless otherwise set out in the Letter Agreement herein:

- a. Commercial General Liability Insurance as follows:
  - i. is in the amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence;
  - ii. adds the Municipality, its boards, agencies, commissions, and subsidiary operations, as applicable, as additional insured(s) but only with respect to liability arising out of the operations of the UTRCA in the provision of Programs and Services under this Memorandum of Understanding;
  - iii. has provisions for cross-liability and severability of interests, blanket form contractual liability, owners' and contractors' protective liability, broad form property damage, products and completed operations, non-owned automobile liability, and any other provision relevant as detailed in the Letter Agreement or this Agreement

(2) All policies of insurance required to be provided pursuant to this section shall contain or be subject to the following terms and conditions:

- a. each Certificate shall contain a provision requiring the insurers to notify the Municipality in writing at least thirty (30) days before any cancellation of the insurance required under this clause;
- b. the parties agree that insurance policies may be subject to deductible amounts, which deductible amounts shall be borne by the UTRCA;
- c. before the expiry of the policies of insurance, original signed certificates evidencing renewal will be provided to the Municipality upon request.

#### **Review at Regular Intervals**

6. This Agreement shall be reviewed by the parties:
  - a. On an annual basis, and
  - b. Prior to the expiry of the Initial Term and each Renewal Term. It shall be the UTRCA's responsibility to initiate the review with the Municipality at least one hundred and eighty (180) days prior to the expiry of the Initial Term or the Renewal Term, as the case may be.

#### **Dispute Resolution**

7. The Municipality and the UTRCA will strive to facilitate open and timely communication at all levels.
8. Where a dispute arises between two or more parties, the parties agree that dispute resolution practices will be implemented using the following principles:
  - a. Agree to a fair process for mediating issues;
  - b. Utilize and equally share the costs of a neutral facilitator as agreed upon by the parties, if required;
  - c. Identify common agreement / ground, in the best interest of the parties;
  - d. Identify all options to resolve;
  - e. Select best option.

## **Early Termination**

9. Upon written notice of intention to terminate this Agreement being given in any calendar year during the Initial Term or Renewal Term, the date that is the last date of such calendar year or such date as may be otherwise agreed to by all parties in writing, shall be the "Termination Date." In the event this Agreement is terminated, any operating expenses and costs incurred by the UTRCA for providing services shall be paid by the Municipality up to and including the Termination Date.

## **Notice**

10. Any notice in respect of this Agreement shall be in writing and shall be sufficiently given or made if made in writing and either delivered in person during normal business hours of the recipient on a business day to the party for whom it is intended to the address as set out below, or sent by registered mail or by email addressed to such party as follows:

- (1) in the case of the Municipality, to:

Corporation of the County of Oxford  
P. O. Box 1614, 21 Reeve Street  
Woodstock ON N4S 7Y3

Attention: Ben Addley  
Email: [baddley@oxfordcounty.ca](mailto:baddley@oxfordcounty.ca)

- (2) in the case of the UTRCA, to:

Upper Thames River Conservation Authority  
1424 Clarke Road,  
London ON N5V 5B9

Attention: Tracy Annett, General Manager / Secretary-Treasurer  
Email: [annett@thamesriver.on.ca](mailto:annett@thamesriver.on.ca)

or to such other addresses as the parties may from time to time notify in writing, and any notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption of postal service affecting the delivery or handling thereof, on the third business day after the date of mailing.

## **Available to the Public**

11. This Cost Apportioning Agreement shall be made available on the UTRCA's website.

## **Execution**

12. The Agreement may be executed in counterparts in writing or by electronic signature and delivered by mail, facsimile, or other electronic means, including in Portable Document Format (PDF); no one copy needs to be executed by all parties. When each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all such counterparts, when taken together, shall constitute one and the same agreement.

**Letters of Agreement**

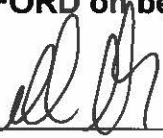
13. The Agreement does not preclude parties from identifying opportunities for further collaboration to benefit both parties, and ensure efficiency, transparency, and accountability in the use of resources, including in-kind services and assistance, coordination of complementary policy and program initiatives, and projects involving third parties. During the term of this agreement, if additional programs and services are requested from UTRCA to be delivered on behalf of the Municipality, a separate Letter of Agreement will be established with the Municipality (or delegated staff member) and attached as an Appendix.

**Watershed-based Resource Management Strategy**

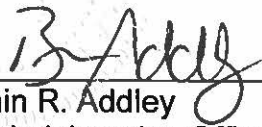
14. The Municipality acknowledges and agrees that all programs and services identified in Schedule A shall also be included in a Watershed-based Resource Management Strategy that UTRCA is required to develop and implement, in accordance with the Act.

**IN WITNESS WHEREOF** the Municipality and the UTRCA have signed this Cost Apportioning Agreement.

**COUNTY OF OXFORD on behalf of PARTICIPATING MUNICIPALITIES**



\_\_\_\_\_  
Gordon K. Hough  
Director, Community Planning



\_\_\_\_\_  
Benjamin R. Addley  
Chief Administrative Officer

I / We have authority to bind the UTRCA.

**UPPER THAMES RIVER CONSERVATION AUTHORITY**



\_\_\_\_\_  
Brian Petrie  
Chair



\_\_\_\_\_  
Tracy Annett  
General Manager/Secretary-Treasurer

I / We have authority to bind the UTRCA.

## **Schedule A – Category 3 Programs and Services Requiring Municipal Financial Support Through Cost Apportioning**

The UTRCA provides the following Category 3 service areas to its participating municipalities:

- Stewardship and restoration,
- Subwatershed planning and monitoring, and
- Community outreach and education.

These service areas are core components of integrated watershed management that have been provided for decades. They are funded by a variety of sources: provincial contracts and transfer payments, municipal levy, self-generated funds (user fees, donations, sponsorships, contracts), and municipal agreements. A program description for each service area is provided below:

### **Service Area: Stewardship and Restoration**

- Delivering landowner stewardship services to improve soil health, water quality and quantity, and biodiversity, and offering Clean Water Program grants in partnership with municipalities. A healthy and vital Thames River will also benefit Lake St Clair and Lake Erie.

### **Service Area: Subwatershed Planning and Monitoring**

- Making science-based decisions through natural heritage subwatershed planning, ecological monitoring and reporting, species at risk programs, and water quality database management. First Nations engagement through various initiatives and projects, to further the development of a more holistic approach in watershed planning that incorporates aspects of Indigenous Traditional Knowledge and an awareness of the river's spirit, in addition to western science and management objectives.

### **Service Area: Community Outreach and Education**

- Empowering communities and youth through outreach and education programs. Community partnerships facilitate watershed "friends of" groups, community science programs, and community events. Curriculum-based environmental education programs reach 20,000 students/year at Fanshawe and Wildwood Conservation Areas, local natural areas, school yards/in class, and virtually.

### **Schedule B – Apportionment of Category 3 Programs**

The municipal costs associated with the Category 3 programs and services outlined in Schedule A are included and clearly identified in the UTRCA's overall annual budget. These costs will be apportioned among the participating municipalities according to the Modified Current Value Assessment (MCVA), as outlined below.

Schedule B will be updated annually and distributed to the member municipalities following the final UTRCA budget and levy apportionment approvals. The MCVA will also be updated as the province provides it to the UTRCA.

A change, if any, to the total levy outlined in Schedule B for 2023 will be applied effective January 1 each calendar year and will be the same percentage as the UTRCA's overall budget increase.

<b>Municipality</b>	<b>2024 MCVA Apportionment %</b>	<b>Cost Apportionment \$</b>
		<b>Service Areas: Stewardship and Restoration Subwatershed Planning and Monitoring Community Outreach and Education</b>
<b>Oxford County</b>	16.9811	\$103,236
<b>London</b>	64.0880	\$389,623
<b>Lucan Biddulph</b>	0.3507	\$2,132
<b>Thames Centre</b>	3.1974	\$19,439
<b>Middlesex Centre</b>	2.4438	\$14,857
<b>Stratford</b>	7.2068	\$43,814
<b>Perth East</b>	1.4182	\$8,622
<b>West Perth</b>	1.4899	\$9,058
<b>St. Marys</b>	1.4604	\$8,879
<b>Perth South</b>	1.1629	\$7,070
<b>South Huron</b>	0.2009	\$1,221*
<b>TOTAL</b>	<b>99.8%</b>	<b>\$607,951</b>

Note\* - South Huron has not entered into the Cost Apportioning Agreement.

## APPENDICES

### Existing Agreements for Category 2 Programs and Services and Letters of Agreement

Appendix #	Agreement	Municipality	Date / Status

**Notes**

The Municipality acknowledges and agrees that all programs and services identified in Appendices contained herein shall also be included in a Watershed-based Resource Management Strategy that UTRCA is required to develop and implement, in accordance with the Act.

Activities undertaken by category 2 agreements, as required by the Municipality, shall include Certificates of Insurance for commercial general liability insurance, unless otherwise set out in the Letters of Agreement.