

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2024-23

A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTRY OF NATURAL RESOURCES. (Zero Emission Vehicle Awareness Initiative Non-Repayable Contribution Agreement)

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the County of Dufferin and his Majesty the King in right of Canada as represented by the Ministry of Natural Resources, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 9th day of May, 2024.

Original signed by:

Darren White, Warden

Original signed by:

Michelle Dunne, Clerk



For a complete copy of the agreement, please contact the Clerk's Department.

This Agreement made this ____ day of ____, 2024.

BETWEEN:

THE CORPORATION OF THE COUNTY OF DUFFERIN
(hereinafter called " the County")

-and-

THE GRAND RIVER CONSERVATION AUTHORITY
THE NOTTAWASAGA VALLEY CONSERVATION AUTHORITY
THE CREDIT VALLEY CONSERVATION AUTHORITY AND
THE TORONTO REGION CONSERVATION AUTHORITY
(hereinafter called the "the Conservation Authorities", or each
individually a "Conservation Authority")

WHEREAS the Grand River Conservation Authority provides Conservation Services to deliver municipal and partnership cost-share programs to support private land stewardship as a non-mandatory program under memoranda of understanding with participating municipalities in accordance with the Conservation Authorities Act R.S.O. 1990, c.C27;

AND WHEREAS the Nottawasaga Valley Conservation Authority provides Stewardship Services to deliver partnership cost share programs to support private land stewardship programs as non-mandatory services in accordance with section 21.1.2 of the Conservation Authorities Act R.S.O. 1990, c.C27;

AND WHEREAS the Credit Valley Conservation Authority provides Landowner Engagement and Stewardship Services to deliver municipal and partnership cost-share programs to support private land stewardship as a non-mandatory program under memoranda of understanding with participating municipalities in accordance with the Conservation Authorities Act R.S.O. 1990, c.C27 ;

AND WHEREAS the Toronto Region Conservation Authority provides Community Engagement Services to deliver municipal and partnership cost-share programs to support private land stewardship as a non-mandatory program under memoranda of understanding with participating municipalities in accordance with the Conservation Authorities Act R.S.O. 1990, c.C27;

AND WHEREAS the County wishes to provide the Conservation Authorities with funding for disbursement to property owners under the Rural Water Quality Programme (hereinafter called "the Grant Programme" or "the Programme") in accordance with this agreement.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the County and the Conservation Authorities mutually agree as follows:

1. Retainer

The County hereby retains the services of the Conservation Authorities to administer and deliver the Grant Programme and the Conservation Authorities hereby agree to provide the services set out herein (hereinafter referred to as "the Services").

2. Services of the Conservation Authorities

(a) The Conservation Authorities agree to provide services as identified in Schedule "A" to administer the Grant Programme to eligible property owners within Dufferin County to assist them to institute safeguards and to take other measures to improve surface and subsurface water quality. Each Conservation Authority will administer the programme within the portion of Dufferin County within its watershed jurisdiction.

(b) The Conservation Authorities shall perform its Services pursuant to this Agreement using skilled and competent staff.

(c) Additional services may be added into this Agreement upon the agreement of each of the parties hereto, and not otherwise.

3. Governance of the Grant Programme

The Grant Programme shall be administered in accordance with the Steering Committee Terms of Reference attached hereto as Schedule "B" (hereinafter referred to as "the Terms of Reference").

4. Term of Agreement

(a) Subject to Clause 4(b), (c) and (d), this agreement shall be for a five year term taking effect on January 1st, 2024 ending on December 31st, 2028. This agreement shall be reviewed for subsequent renewal prior to the aforementioned ending date.

(b) The term of this agreement is subject to continuation of financial support through new contributions or carry forward of balance of funds by the County, failing which the agreement shall be automatically terminated.

(c) The County shall have the ability to terminate this agreement at any time on 120 days' notice delivered in writing to the Conservation Authorities.

(d) Any of the Conservation Authorities shall have the ability to withdraw from this agreement at any time on 120 days' notice delivered in writing to the County if changes to the Conservation Authority's programmes and services render this agreement unenforceable. All of the Conservation Authorities that have not withdrawn, acting together, or the last remaining Conservation Authority that has not withdrawn, shall have the ability to terminate this agreement at any time on 120 days' notice delivered in writing to the County.

(e) In the event of termination or withdrawal subject to Clause 4(b), (c) and (d), this agreement shall terminate, or the rights and obligations of this Agreement shall terminate with respect to a Conservation Authority that was withdrawn, as the case may be, when the notice period has expired, and no further work shall thereafter be done on the Programme except that:

- (i) existing approved grants shall be honoured to the extent of available funding; and