THIS AGREEMENT made in quadruplicate this 11 day of August, 2025

Between:

Kettle Creek Conservation Authority
(hereinafter referred to as the "Authority")

Of The First Part

and

The Corporation of the City of St. Thomas
(hereinafter referred to as "St. Thomas")

Of The Second Part

and

The Corporation of the Municipality of Central Elgin
(hereinafter referred to as "Central Elgin")

Of The Third Part

WHEREAS the Authority is governed by the *Conservation Authorities Act,* R.S.O 1990, c.C.27, and sec 21.1.1(1) of the Act provides that, for the purpose of accomplishing its objects, an authority may provide, within its area of jurisdiction, municipal programs and services that it agrees to provide on behalf of the municipality situated in whole or in part within its area of jurisdiction under a memorandum of understating, or such other agreement as may be entered into with the municipality, in respect to the programs and services;

AND WHEREAS St. Thomas and Central Elgin (hereinafter collectively referred to as the "Municipalities") are municipal bodies duly incorporated and empowered pursuant to the provisions of the *Municipal Act*, 2001 (Ontario);

AND WHEREAS the Authority is the registered owner of certain lands and premises designated and known as the Dan Patterson Conservation Area (hereinafter "DPCA") comprised of Part Lot 9, Concession 11, Municipality of Central Elgin, County of Elgin and known municipally as 44014 Mapleton Line, St. Thomas, Ontario;

AND WHEREAS the goals and purposes of the Authority, particularly in relation to DPCA, include use of lands for outdoor recreation purposes;

AND WHEREAS the Parties recognize that pursuant to section 21.1.2(1) of the *Conservation Authorities Act* the Authority is responsible for a watershed-based resource management strategy;

AND WHEREAS the Parties recognize that the use of Authority lands for recreational purposes is an important program and service that should be recognized in the Authority's watershed-based resource management strategy;

AND WHEREAS the Authority and the Municipalities previously entered into an agreement dated February 5, 2014 for the purpose of establishing an off-leash dog park at DPCA under which the Authority allowed the use of certain lands for such park, the Municipalities paid for the establishment and construction of such park through the Authority, and both the Authority and the Municipalities share equally in the subsequent costs of maintenance and operation of the said park;

AND WHEREAS the Parties propose to reduce into writing the Terms and Conditions for the continued maintenance, and operation of the said off-leash dog park at DPCA;

NOW THEREFORE this Agreement witnesseth that, in consideration for payment of the sum one dollar ($1.00) now paid by the Parties hereto each to the other and other good and valuable consideration, including the covenants contained herein, the sufficiency in receipt of which consideration is acknowledged, the Parties hereto agree as follows:

1. Term/Renewal

(a) Unless otherwise terminated or renewed as provided for herein, the term of this Agreement shall commence on July 1, 2025 and end on June 30, 2030.

(b) If not in default by any Party hereto, the within Agreement may be renewed for one (1) additional term of five (5) years, commencing on July 1, 2030 and ending on June 30, 2035, provided that:

i) All Parties hereto, or any successor thereof, shall agree to such renewal;

ii) Any proposed renewal term may be terminated by any one Party hereto through rejection of proposed renewal terms;

iii) Any Party proposing a renewal term shall deliver a Notice of Intended Renewal to the other Parties hereto no later than December 31, 2029, in response to which, within thirty (30) days of receipt of such Notice, the other Parties shall individually deliver a Notice of Acceptance of Renewal or, alternatively, a Notice of Refusal of Renewal to the initiating Party, failing which it will be deemed that the recipient Parties accept the proposed renewal;

iv) In the event that both Parties responding to a Notice of Intended Renewal shall deliver a Notice of Acceptance of Renewal or it is deemed that such party shall accept such renewal, then this Agreement shall be renewed for the term set forth above;

v) In the event that either Party responding to a Notice of Intended Renewal shall deliver a Notice of Refusal of Renewal then this Agreement shall be at an end on June 30, 2030.

2. Use of Authority Lands for Off-Leash Dog Park

(a) Subject to that set forth below and during the term of this Agreement or any renewal thereof, the Authority will allow part of the lands at DPCA as depicted on the aerial photograph attached as Schedule "A" hereto (hereinafter referred to as the "Lands"), having an area of approximately twenty thousand (20,000) square meters, to be used as on off-leash dog park open to the public on the terms and conditions set forth herein.

(b) Notwithstanding that set forth in section 2(a) above, the Parties agree that the off-leash dog park contemplated by this Agreement shall be closed during such periods as all Parties agree.

(c) The Parties agree that, by virtue of this Agreement and operation of the off-leash dog park contemplated hereunder, the Municipalities shall not acquire or obtain an interest in the title to any Lands at DPCA, of which the Authority shall remain the sole owner.

3. Maintenance/Repair of Off-Leash Dog Park

(a) During the term of this Agreement and any renewal thereof, the Authority shall perform routine maintenance within the off-leash dog park, including but not limited to the following:

i) Grass cutting and trimming;

ii) Routine maintenance of driveways, parking areas, and fences; and,

iii) Collection and disposal of waste, including refuse and feces as collected and deposited in appropriate containers upon the Lands,

which services will be rendered to a standard to allow the said park to be operated and used in a proper, efficient, and effective manner.

(b) During the term of this Agreement and any renewal thereof, the Authority shall perform regular maintenance, repair, and, if necessary, replacement of and in respect of any and all elements of the off-leash dog park, including but not limited to structures and related facilities as originally constructed; provided firstly that any and all such maintenance and repair works shall be paid for by the Authority in first instance but subject to a partial reimbursement as set forth in subsection 7(a)(iv) and 7(a)(v) below and any and all cost of such replacement work shall be paid from or reimbursed to the Authority from the Capital Reserve Fund established pursuant to section 7(a)(vi) below; and provided secondly that, at all times, such works will be undertaken and completed by the Authority in such a fashion and to such a standard so as to allow the

off-leash dog park contemplated by this Agreement to be operated and used in a proper, efficient, and effective manner.

4. Operation of Off-Leash Dog Park

(a) The Parties agree that the off-leash dog park contemplated by this Agreement shall be operated pursuant to a Memorandum of Understanding to be negotiated, agreed to, and signed by the Parties, which memorandum shall be reviewed and, if necessary, revised on an annual basis on or before December 31 of each calendar year during the term of this Agreement or any renewal thereof.

(b) Without limiting the generality of that set forth in section 6(a) above, the Parties agree that:

i) At all times, the purpose of any rule or regulation for the off-leash dog park is the proper, safe and efficient operation of the said park;

ii) At all times, the rules and regulations for the off-leash dog park will account for and be consistent with the rules and regulations of the Authority for its Lands, including the lands comprising DPCA;

iii) The Memorandum of Understanding will include provision as to and set the rates at which the Authority shall charge the Municipalities for routine maintenance and/or repair services as provided for in section 5(a) above and for which invoices shall be rendered to the Municipalities pursuant to sections 7(a)(iv) and 7(a)(v) below;

iv) The Memorandum of Understanding shall provide for and set the amount of the Annual Capital Reserve Fund deposit to be paid by each of the Municipalities to the Authority as set forth in section 7(a)(vi) below;

v) The Municipalities or either of them shall obtain any and all federal, provincial, or municipal approvals required for the operation of an off-leash dog park upon the Lands.

5. Financial Arrangements

(a) The Parties agree to the following financial arrangements in respect of the construction and operation of the off-leash dog park contemplated by this Agreement:

i) The Authority shall allow use of the Lands without compensation;

ii) The Authority shall arrange and pay for the cost of repairs/maintenance of the off-leash dog park, subject to full reimbursement of such cost by the Municipalities;

iii) During the term of this Agreement and any renewal thereof, Central Elgin shall waive any and all municipal taxes and rates associated with or attributable to ownership of the Lands by the Authority but as utilized as to off-leash dog park;

iv) The Parties agree that, in the first instance, the Authority shall pay the cost of operating the off-leash dog park contemplated by this agreement, including the costs and expenses associated with repair and maintenance as set forth in sections 5(a) and 5(b) above and further including but not limited to material and internal labour expense associated therewith and a proportional share of water fees and charges to the Lands as attributable to operation of the park; provided that it is further understood and agreed that the Municipalities shall each reimburse the Authority a one third (1/3) share of such costs of operations, repairs, and maintenance pursuant to the invoicing mechanism set forth in section 7(a)(v) below;

v) During the term of this Agreement or any renewal thereof and on a quarter year basis, the Authority shall render an invoice to both St. Thomas and Central Elgin seeking reimbursement of all costs and expenses suffered or incurred by the Authority and associated or relating to the operation, repair, and/or maintenance of the off-leash dog park during the previous three (3) calendar months, which invoice shall be in the amount of one third of such total costs and expenses, plus applicable taxes, so incurred and which invoice will be paid by each Municipality to the Authority within thirty (30) days of issuance;

vi) On or before May 15 of each year of the term of this Agreement and any renewal thereof, the Municipalities will pay to the Authority an agreed upon amount for deposit in a Capital Reserve Fund to be established and maintained by the Authority for the purpose of structural and infrastructure replacement of the off-leash dog park.

6. Insurance

(a) The Parties agree that, during the term of this Agreement or any renewal thereof, each individual Party shall obtain and maintain public liability insurance coverage at a minimum policy limit of five million dollars ($5,000,000.00) per incident for the use of the Lands as an off-leash dog park and in respect of which insurance policy the other two (2) Parties to this Agreement shall be named as an insured Party.

7. Save Harmless and Indemnification

(a) Each of the Municipalities agree that, on a proportional basis and both individually and jointly, it shall indemnify and save harmless the Authority from any and all claims for damages, including but not limited to all expenses, costs, and legal costs, as arising from the construction, maintenance, repair, and/or operation of the off-leash dog park by the Authority and the exercise of rights of entry and re-entry as granted hereunder,

save and except those claims arising directly from the negligence of the Authority, including its employees, agents, servants, and contractors.

(b) The Authority agrees that, on a proportional basis, it shall indemnify and save harmless the Municipalities, both individually and jointly, from any and all claims for damages, including but not limited to all expenses, costs, and legal costs, as arising directly from the negligence of the Authority, including its employees, agents, servants and contractors in relation to the construction, maintenance, repair, and/or operation of the off-leash dog park by the Authority.

8. Public Access to Off-Leash Dog Park

(a) The Parties acknowledge, agree, and understand that, subject to the rules and regulations established for its operation, the general public, including any accompanying dogs, shall have access to the off-leash dog park for purposes of recreation and exercise.

9. Resolution of Disputes

(a) The Parties agree that, at all times, they shall endeavour to resolve any and all disputes as to the operation of this Agreement in a timely and fair and reasonable manner between its authorized representatives.

Notwithstanding the foregoing, in the event that either Party contends that the other Party is in default of an obligation set forth herein, it shall notify the other Party in writing of such default, including appropriate details thereof, and request correction of such default within thirty (30) days thereof. Further to the above, in the event that the recipient of any notice of alleged default as described above disputes the existence of such default or otherwise fails to correct same within thirty (30) days of delivery of such notice, then such dispute shall be submitted to and resolved by means of arbitration as hereinafter described. Arbitration shall be conducted by a single arbitrator to be appointed by agreement between the Parties or, in the absence of agreement, each Party shall appoint an arbitrator and the two arbitrators shall designate a third arbitrator mutually acceptable to them, who is not affiliated with either of the Parties to this Agreement. The arbitrator or arbitrators shall consider the dispute at issue and the arbitration shall be held in accordance with the provisions of the *Arbitration Act* (Ontario). The arbitrator shall immediately deliver a decision with respect to the dispute to each of the Parties who shall promptly act in accordance therewith. The Parties agree that any decision of the arbitrator or arbitrators shall be final, conclusive, and binding and no appeal shall lie therefrom. All costs and expenses attributable to the arbitration shall be allocated between the Parties in such manner as the arbitrator or arbitrators shall determine to be appropriate under the circumstances.

10. Termination

(a) The Parties hereto agree that this Agreement may be terminated by any party hereto upon written notice delivered to the other two (2) Parties at least one hundred eighty (180) days prior to the effective date of such termination.

11. Removal/Dismantling of Off-Leash Dog Park

(a) The Parties agree that, upon expiry of this Agreement or any renewal thereof or any termination hereof and after obtaining the prior approval of the Authority for purposes of entry, the Municipalities, within ninety (90) days of such expiry or effective date of termination, shall enter upon the Lands and remove any and all elements, including materials, which had been utilized or incorporated in or associated with the off-leash dog park contemplated by this Agreement; provided that, at all times, the Municipalities shall effect such dismantling and removal in a safe and proper manner and without causing damage to any lands owned by the Authority; and provided further that, at all times and during the course of such dismantling and removal, the Municipalities shall not remove any trees, bushes, or other vegetation from any lands owned by the Authority or otherwise damage Authority property; and provided further that, after such dismantling and removal of the off-leash dog park, the Municipalities shall repair and restore the lands owned by the Authority to a condition similar to that which existed prior to original construction of the off-leash dog park contemplated by this Agreement.

(b) In the event that the Municipalities or either of them fail to dismantle and remove the off-leash dog park facility and/or otherwise remediate the Lands in accordance with section 13(a) above, the Authority shall be at liberty to either assume the ownership of the remaining facility or elements thereof as its own property or, alternatively, complete or arrange completion of such dismantling and remediation to its satisfaction and thereafter deliver an invoice to recover the costs and expenses of such remedial works to both St. Thomas and Central Elgin, which invoices both such Municipalities shall pay within thirty (30) days of issuance; provided that, should the Authority assume such facility or facilities or any elements thereof as its own property, then it does so without claim to compensation by the Municipalities or either of them, in which respect either or both of which Municipalities shall be deemed to have abandoned the said infrastructure and/or elements.

12. Miscellaneous

(a) All Parties hereto shall appoint an authorized person to represent its interests relative to this Agreement and the terms and conditions thereof, including but not limited to negotiation and agreement of the terms of the Memorandum of Understanding referred to in section 6 above and to which any notice required hereunder can be delivered to in accordance with section 14(b) below.

(b) Any notice required or contemplated by this Agreement shall be delivered by hand or registered mail to the respective Party at the address set forth below:

To the Authority:	Kettle Creek Conservation Authority 44015 Ferguson Line RR8 St. Thomas, ON N5B 3T3
To St. Thomas:	City of St. Thomas P.O. Box 520 City Hall 545 Talbot St. St. Thomas, ON N5P 3V7
To Central Elgin:	Municipality of Central Elgin 450 Sunset Drive St. Thomas, ON N5R 5V1

(c) This Agreement shall be read with such changes in gender and number as the context may require.

(d) Each obligation or agreement of the Authority and/or the Municipalities contained in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

(e) The validity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

(f) Each covenant in this Agreement is a separate and independent covenant and a breach of covenant by any Party will not relieve any other Party from its obligation to perform each of its covenants, except as otherwise provided herein.

(g) No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto.

(h) Each of the Parties will, from time to time hereafter and upon reasonable request of the other Parties, make all such further acts, deeds, or assurances as may be required to more fully implement the true intent of this Agreement.

(i) This Agreement is binding upon and enures to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns, as the case may be.

IN WITNESS WHEREOF the Parties hereto fix their hand and seal or corporate seals, attested by the hand of an authorized officer or officers, as the case may be, at St. Thomas, Ontario this 11 day of August , 2025.

SIGNED, SEALED AND DELIVERED

in the presence of

Kettle Creek Conservation Authority

Per:_____

Name: Todd Noble
Position: Chair

Per:_____

Name: Sharron McMillan
Position: Vice Chair

We have authority to bind the Authority.

The Corporation of the City of St. Thomas

Per:_____

Name: Joe Preston
Position: Mayor

Per:_____

Name: Maria Konefal
Position: City Clerk

We have authority to bind the Corporation.

The Corporation of the Municipality of Central Elgin

Per:_____

Name: Andrew Sloan
Position: Mayor

Per:_____

Name: Delany Leitch
Position: Clerk

We have authority to bind the Corporation.

DATED this 11 day of August , 2025

BETWEEN:

KETTLE CREEK
CONSERVATION AUTHORITY

-and-

THE CORPORATION OF THE
CITY OF ST. THOMAS

-and-

THE CORPORATION OF THE
MUNICIPALITY OF CENTRAL ELGIN

AGREEMENT
