

**N.V.C.A.**  
**DEC 0 7 2011**  
**RECEIVED**

**Schedule 'A' to By-Law**  
**No. 2011-182**

**Memorandum of Understanding ("MOU")**

Between:

**The Corporation of the Township of Oro-Medonte ("the Township")**  
and  
**the Nottawasaga Valley Conservation Authority ("the NVCA")**  
and  
**the Severn Sound Environmental Association ("the SSEA")**

- a. **WHEREAS** the area of jurisdiction of the NVCA was expanded in 2003 to include portions of land in the Township that are located within the Severn Sound Watershed;
- b. **AND WHEREAS** the Township is a member of the NVCA, whose mission is "working together with its member municipalities to value, protect, enhance and restore our watershed resources, for a healthy sustainable future"
- c. **AND WHEREAS** the Township is a member of the SSEA, whose mission is "to work closely with its Watershed Municipalities and other agency partners to sustain the environmental quality and to ensure the continued protection of the Severn Sound Watershed through its wise stewardship"
- d. **AND WHEREAS** the Township, the NVCA, and the SSEA (hereafter "the Parties") recognize that environmental services must be provided in a cost-effective, timely manner to provide continued protection of the environment, while at the same time ensuring that there is no duplication of efforts between the Parties and that funds expended to all of the environmental programs are reviewable by the Township, as per Appendix 3;
- e. **AND WHEREAS** the Township, the NVCA, and the SSEA have been working on a tripartite Memorandum of Understanding ("MOU") for the delivery of environmental services within the Severn Sound Watershed of Oro-Medonte in the best interest of the protection of the environment, and the effective utilization of staff and resources;
- f. **AND WHEREAS** each Party to this MOU acknowledges their full endorsement of the MOU, through the execution of this MOU to be bound by its terms and conditions, in order to maintain the integrity and accountability of this document to the collective and singular benefit of each Party;
- g. **AND WHEREAS** each Party to this MOU possesses a desire to encourage a long-lasting agreement amongst themselves, and as a model of co-operation;
- h. **NOW THEREFORE** the Parties agree to work together to provide effective and efficient environmental program/services within the Severn Sound Watershed as outlined in this MOU as follows:
  1. Appendix 1 of this MOU identifies the services and programs which are to be provided by the NVCA, and the SSEA, within the Severn Sound Watershed in the Township and funded and/or partially funded by the Township.
  2. The Parties agree to share data with each other as per the data sharing protocol (as set out in Appendix 2), to facilitate the efficient provision of services.
  3. The Parties agree to work together in a co-operative approach and to make all reasonable efforts to resolve any substantive disputes arising from this MOU

between themselves informally and amicably. Should any dispute arise that is not resolved within 30 days, then the Parties will agree to have the Township of Oro-Medonte make arrangements to facilitate resolution of the dispute through the retention of a mediator, acceptable to all three Parties, whose fees shall be equally shared by the three Parties, to a maximum of \$ 2000 per party in any year. Further, the Parties agree that the balance of the terms of the MOU will continue in full force and effect pending the resolution of the dispute.

4. The Parties agree to participate in pre-development consultation, if required, between the three Parties to this MOU and the developer, applicant, resident, or any other Party, to consider planning applications, municipal planning processes (i.e., official plan reviews, secondary plans etc.), as necessary. The Township will provide the co-ordination of all required pre-development consultation meetings for planning applications, as necessary, once a request from a landowner/applicant/developer is received.
5. The Parties agree that the delivery of programs and services identified in Appendix 1 will be reviewed on an annual basis among the three Parties to ensure the intent of the MOU is being satisfied.
6. Any Party to this MOU may terminate this MOU, upon provision of a minimum of eleven (11) month's written notice to the other Parties, such notice to be received no later than January 31, and such termination to take effect on January 1 of the following year. All financial obligations and provided services will remain in effect until the termination date. Further, each Party agrees that all relevant watershed data and/or records within its control will be provided to the other Parties in a timely fashion prior to the termination date to enable an orderly transition of any and all responsibilities under this MOU and, all of this data/or records must be provided no later than the termination date. Notwithstanding this section, it is recognized that data and/or records of work in progress may not be immediately available upon completion, in which case the relevant data shall be provided in a timely manner as agreed to by all Parties.
7. This MOU comes into effect on the date of signing of the MOU by all Parties and continues in force and effect until December 31, 2013 and may be automatically extended for a maximum of three (3) years upon the written consent of all Parties, on the same terms and conditions contained herein, at the discretion of the Township, the NVCA, and the SSEA until terminated, or amended, by any Party in accordance with subsection 6 immediately preceding herein.
8. Notwithstanding sections 6 and 7, this MOU may be reviewed at the request of any Party at any other time. Any amendment to this MOU shall be made only with the consent of all Parties and any such amendments shall be in writing.
9. It is recognized that special projects may require a longer period of time to complete some of the associated works for the project and, this time period could be longer than the term of this MOU. These special projects shall require a separate Agreement between the Parties to cover the extended term of the project and require the support of the relevant Parties.
10. Nothing in this MOU shall be construed so as to prevent any Party from performing their statutory or contractual obligations, under any applicable legislation, such as the *Planning Act*, the *Conservation Authorities Act*, the *Municipal Act*, etc.
11. The annual review referenced in Item 5 above, will be prepared by the Township staff utilizing the attached report template (Appendix 3 - Township Annual Report Submission). The NVCA and the SSEA will provide a year-end summary to

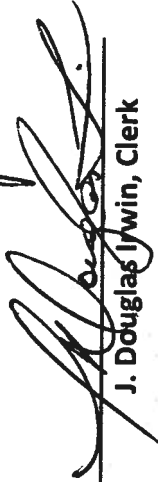
the Township staff that outlines the current status of all programs and projects within the Severn Sound Watershed, and the associated costs including staffing involved in each program/project. This project status/summary report is to be submitted to the Township no later than December 1<sup>st</sup> of each year. The annual review report will be a public document.

**THIS MEMORANDUM OF UNDERSTANDING is dated this 23rd day of November, 2011.**

**THE CORPORATION OF THE TOWNSHIP OF ORO-MEDONTE**

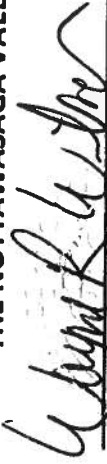


H. S. Hughes, Mayor

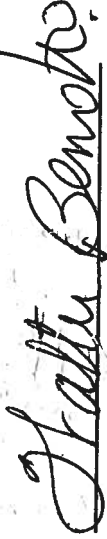


J. Douglas Irwin, Clerk

**THE NOTTAWASAGA VALLEY CONSERVATION AUTHORITY**



Wayne R. Wilson, CAO/Secretary-Treasurer



Walter Benotto, Chair

**THE SEVERN SOUND ENVIRONMENTAL ASSOCIATION**



Keith Sherman, Executive Director



Bob Jeffrey, Chair

**Appendix 1 – Program and Service Delivery and Funding**

<u>Program/Service Delivered</u>	<u>Actual Costs or % Apportionment</u>
<b>NVCA</b>	Levy \$ 71,848 (to reflect services delivered by SSEA see Notes 2,3,4 below)
Planning Services and Regulations including: <ul style="list-style-type: none"> <li>- Ecological/Natural heritage technical support</li> <li>- Engineering and Hydrogeological support</li> <li>- Fisheries Habitat protection including DFO agreement</li> <li>- NVCA regulation/permits, Section 29 implementation</li> <li>- Plan review, Natural hazard</li> <li>- Prov. Lead and Natural heritage commenting plan review agency</li> <li>- NVCA strategic planning coordination e.g. Watershed Plan</li> </ul>	\$ 40,611
<b>Flood and Erosion Program</b>	\$ 10,028
<b>Administration/Operations</b> including: <ul style="list-style-type: none"> <li>- IT and GIS systems support</li> <li>- Annual Audit, Insurance</li> <li>- Governance, Section 28 Hearing Board</li> <li>- Office infrastructure (light, heat, phones, amortization etc.)</li> <li>- Vehicle and Equipment</li> </ul>	\$ 15,197
<b>CA Land Management</b>	\$ 7810
<b>Education and Communication Services</b>	\$ 3202
<b>SSEA</b>	
<b>Stewardship &amp; Forestry</b>	Tree distribution 2011 - \$1,460 of \$10,500 watershed program; Natural Shorelines in SS Approx. 30% of \$1,040 watershed program; Ont. Drinking Water Stewardship Pgm (ODWSP) 2011/2012 Approx. 20% of \$64,369 watershed pgm for promotion (approx. 80% for sal&ben) + \$189,644 (more avail) for project grants on first come first serve basis.
<b>Environmental Monitoring</b>	Trib monitoring Approx. 30% of \$35,000 watershed program; PGMN approx. 60% of 70,000 watershed pgm; benthos/temperature Approx 30% of \$35,000 watershed pgm
<b>Administration/Operations</b>	2011 - \$29,490 – only direct cost to O-M
<b>Source Protection</b>	Source Water Protection Technical Approx. 30% of \$400K
<b>Water Services –Healthy Waters/Streams, Water Quality</b>	Well Aware 2011 \$6,150 of \$11,850 watershed program; Tree Planting 2011 \$316 of \$5,200 watershed program

Notes: 1. Additional programs/services not identified above are required to be endorsed by Council and NVCA and/or SSEA under separate agreement. Example: Floodline study for Coldwater River, Bass Lake Water Quality Update.

2. NVCA costs to be equal to NVCA levy as per CA Act, less the amount provided for services identified in Appendix 1 and now being delivered by SSEA. The total NVCA levy to Oro-Medonte is \$149,026, as per CA Act (2011) with approx. 68% of levy covering the Severn Sound watershed portion (being \$101,338) minus \$29,490 SSEA service delivery offset giving an NVCA O-M Severn portion levy of \$71,848.

3. Initial Cost for SSEA programs/services based on Oro-Medonte SSEA 2011 budget allocation of \$ 29,490.00 that is to be deducted by NVCA from the NVCA's Township of Oro-Medonte Levy Contribution representing the estimated value of Stewardship, Forestry, and Monitoring Programs now being provided by SSEA.
4. \$ 29,490 (base deduction for SSEA service delivery) to increase on annual basis consistent with % NVCA levy increase
5. Alterations to services provided require mutual agreement.
6. SSEA Annual Invoicing to be reviewed during Oro-Medonte Annual Budget in accordance with the Letter of Agreement signed March 26, 2009.

**Appendix 2 – Data Sharing Protocol**

This Appendix identifies the specific data layers that are unique to either the Nottawasaga Valley Conservation Authority (NVCA) or the Severn Sound Environmental Association (SSEA) as they relate to the lands within the Township of Oro-Medonte (Severn Sound watershed).

In addition to the data sets identified below unique to either the SSEA or NVCA, there are data sets that are maintained by the Ministry of the Environment for Provincial programs (PWQMN and PGMN), or the OGDE data sets of the Province (such as NRVIS data sets), or the County of Simcoe. These data sets are available currently to all parties and therefore are not identified in this appendix.

The parties may be bound through data sharing agreements with the Province, County of Simcoe, and others which would place limits on their ability to transfer specific data. Source Water Protection data for the Severn Sound SPA portion of the Township is being collected and shared for Source Water Protection purposes as data sharing agreements allow. The parties are bound by Freedom of Information and Privacy Act requirements.

**The following layers are considered unique.**

<b>NVCA</b>	<b>SSEA</b>
NVCA Watercourses (including stream temperature)	
NVCA Land Use	Agricultural crop system available from SSEA land use layer (derived from SSEA survey and other sources, 2012 FY)
2008 Land use Draft2	
ArchHydro Network	SSEA Base Flow
Subwatersheds	Subwatersheds
Fisheries Management Unit	
Monitoring Site locations	SSEA Monitoring site locations
Ground Water Monitoring Data	SSEA Groundwater monitoring data (PGMN) – available from MOE
Generic Regulation Hazard Line	
Generic Regulation Slope Hazard	
Generic Regulation Estimated Flood Hazard	
Generic Regulation Meander Belt Hazard	
Generic Regulation Wetland Hazard	
HEC RAS data for estimated floodplain modeling	
NVCA wetlands	
Ponds	
NVCA lands	
Stream Health	
2002 Ortho Imagery	
NVCA Woodlands	
NVCA Culverts	SSEA Culverts layer
Barriers	SSEA Stream barriers (MNR project)
Tree Planting Sites	SSEA Tree Planting sites (on subwatershed basis)
Healthy Water Sites	SSEA Healthy Streams sites (on subwatershed basis)

Agriculture Resource Inventory Mapping	
Natural Riparian Areas	SSEA Riparian vegetation (1998, GIS analysis using NRVIS data)
NVCA Interior Forest	SSEA interior forest (generated for 100m or 200m) GIS analysis using NRVIS data
Rainfall data	
Temperature data	
Snow survey data	
Monitoring: benthic macro invertebrates, stream temperatures and base	SSEA Stream benthos station data
	SSEA Stream water quality data (PWQMN) – available from MOE –annual sampling, ongoing
	Bass Lake water and sediment quality data (2001); Bass Lake beach quality data (with Health Unit)
Fish Sampling Data	SSEA Fish community data from MNR&DFO studies (available from MNR)

Historical data may include: Information that has already been reported, work currently in progress, and raw data.

The above noted data is to be shared between the Parties at the time of execution of the agreement, at no cost to any of the Parties. New data collected or updated is required to be shared on an annual basis between the Parties or upon completion of the specific project/program.

### Appendix 3 –Township Annual Report Submission

NVCA and SSEA in accordance with the Memorandum of Understanding executed with the Township are required to submit to the Township of Oro-Medonte for review by Council a report on an annual basis that summarizes the programs/services being provided, permits/applications received and issued, the staff requirements, and the costs for the provision of the program/service.

The NVCA and SSEA reports will be appended to a Township staff report prepared in the Township standard report format.

Program/Service Area	Cost for Program/Service (\$)	Staffing (# hours/#employees)	Services delivered (i.e. permits, plan review, stewardship projects)
Stewardship & Forestry			
Planning Services, Regulations, and Technical Support			
Engineering and Technical Services, Flood and Erosion Management			
Environmental Monitoring			
Administration/Operations			
Source Protection			
Water Services –Healthy Waters/Streams, Water Quality			
Land Management/Acquisition			
Education/Communication Services			
Other Services			

#### Notes for NVCA Services:

- Costs for service delivered include best estimate of total services delivered in Severn portion of Oro-Medonte, identifying portion paid by Oro-Medonte Levy.
- Staffing number of hours will vary from:
  - Project specific detailed precise hours reporting, example Bass Lake report card; or
  - Estimate based on prorated staff efforts for those broad programs covering more than just the Severn Sound watershed in the NVCA jurisdiction, example NVCA staff hours to deliver planning/regulations program if 10 of the overall NVCA permits are issued in Severn Sound watershed lands, then assumption that 10% of NVCA effort and staff hours cost are spent in Severn Sound watershed lands