NVCA-Clearview – Municipal Cost Apportionment Agreement for Category 3 Programs and Services

Background:

Under Section 20(1) of the *Conservation Authorities Act*, the objects of an authority are to provide, in the area over which it has jurisdiction:

1. Mandatory programs and services required under section 21.1 of the Act.

   Note: These programs and services do not require cost apportionment agreements.

2. Any municipal programs and services that may be provided under section 21.1.1.

   Note: Funding for these programs and services is defined in the existing agreements for these programs. These agreements are already in place.

3. Any other programs and services that may be provided under section 21.1.2.

   Note: These programs and services require cost apportioning agreements with participating municipalities where financing (i.e.: levy apportionment) is required by a participating municipality.

Through subsection 21.1.2 of the Conservation Authorities Act, an authority may provide, within its area of jurisdiction, any other programs and services that it determines are advisable to further the purposes of the Conservation Authorities Act. These programs are known at "Category 3" or "Other Programs and Services".

In general, conservation authorities and municipalities can both benefit from the coordination of program and service initiatives as appropriate.

Agreement Requirements:

Conservation Authorities Act Requirements of Agreements:

1. The agreement is to be made available to the public on the Conservation Authority (CA) website or other means deemed advisable by the Conservation Authority.

2. The agreement will be reviewed at intervals determined in the agreement, but no longer than every five (5) years with financial updates annually.
3. The agreement will have clear termination dates.
4. The agreement will provide for the early termination of the agreement by any party to the agreement, including,
    i. how notice of early termination is to be provided by one party to the other party(ies), and
    ii. a requirement that notice of early termination must be given at least 30 days before the early termination date or such greater period of time before the early termination date as may be specified in the agreement;
5. The agreement will be reviewed by the parties to the agreement within at least six months or longer (as specified in the agreement) before the termination date.
6. Programs and services will be provided in accordance with the terms and conditions in the agreement.
7. The agreement must provide for the participating municipality to pay the capital and operating expenses apportioned to them under the agreement.
8. The agreement must include provisions allowing the conservation authority to charge fees for any program or service for which a fee is proposed or may be proposed to be charged.
9. The agreement will include requirements for dispute resolution.
10. The agreement must be approved by a resolution of the participating municipal council.
11. The Province retains the right to prescribe standards and requirements for the provision of other programs and services. Should the Province enact regulations regarding the provision of services, the regulation would prevail in the event of conflict between the terms and conditions set out in the municipal agreement.

Other:

Posting the agreement will be consistent with the requirements of the Municipal Freedom of information and Protection of Privacy Act.

Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 22 day of March, 2024 (the **"Effective Date"**).

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

(hereinafter, "Participating Municipality")

AND:

NOTTAWASAGA VALLEY CONSERVATION AUTHORITY

(hereinafter, "NVCA")

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

AND WHEREAS the Participating Municipality is a lower-tier municipality, located wholly or partly within the area under the jurisdiction of NVCA;

AND WHEREAS under the Act, Category 3 programs and services deemed advisable by the NVCA Board of Directors may be provided with municipal funding subject to a memorandum of understanding ("MOU") or a cost apportionment agreement in respect of the programs and services;

AND WHEREAS NVCA is prepared to provide certain non-mandatory Category 3 programs and services to and/or on behalf of and/or within the boundaries of the Participating Municipality;

AND WHEREAS pursuant to Sections 25 and 27 of the Act, conservation authorities are authorized to apportion costs to municipalities for delivery of mandatory programs and services, general operating and capital expenses;

AND WHEREAS pursuant to Section 25 and 27 of the Act and Ontario Regulation 687/21, conservation authorities and municipalities may enter into an agreement to allow for the apportionment of costs to municipalities for services provided, other than mandatory services;

AND WHEREAS the Participating Municipality wishes to avail themselves of the non-mandatory services attached hereto as Schedule "A",

AND WHEREAS the Council of the Participating Municipality has authorized the Participating Municipality to enter into this Cost Apportionment Agreement with the NVCA 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:

1. This Agreement shall commence on the Effective Date and shall continue for five (5) years (the "**Initial Term**"). Thereafter, this Agreement shall continue for additional five-year periods (each a "**Renewal Term**") unless either party provides written notice of termination to the other party at least ninety (90) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.
2. This Agreement shall be reviewed by the parties at least six (6) months prior to the expiry of the Initial Term and each Renewal Term.
3. NVCA agrees to provide the Category 3 programs and services outlined in Schedule 'A' to this Agreement
4. NVCA to provide itemized annual costs for Category 3 programs and services outlined in Schedule 'B' to this agreement.
5. NVCA will not add to or delete from the list of Category 3 programs and/or services funded through municipal apportionment without first consulting with the participating municipalities. Any such change would require an amendment to this Agreement agreed to in writing by all parties.
6. The costs associated with the Category 3 programs and services subject to this Agreement shall be reviewed by the parties on an annual basis as part of the NVCA budget and apportionment process.
7. When preparing its annual budget, NVCA shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations, including preparation of a draft budget, consultations with participating municipalities, rules for voting to approve the apportionment, and preparation of the final budget.

8. NVCA and the Participating Municipality shall identify and agree upon the cost of relevant Category 3 programs and services in the annual budget, and shall comply with the prescribed methods of apportionment, including the Modified Current Value Assessment (MCVA) apportionment method (the ratio that the Participating Municipality's modified current value assessment bears to NVCA's modified current value assessment) and/or the benefit-based apportionment method (the benefit that each participating municipality obtains from the program or service to which the operating expense or capital cost is related), or where permitted in accordance with the applicable regulations, by agreement.

9. Where Category 3 services are included in the budget process and apportionment, NVCA shall apportion the operating expenses and capital costs, as presented in the annual budget, to the Participating Municipality

10. The Participating Municipality agrees to be apportioned capital costs as identified in Schedule 'C' to the Agreement.

11. Through this Agreement, the parties agree that the NVCA may, where applicable, charge a fee (user fee) for a Category 3 program or service provided under this Agreement by the NVCA.

12. Where Category 3 programs and services funded, in whole or in part, by the Participating Municipality involve user fees, such user fees shall only be imposed in accordance with NVCA's Fee Policy and Fee Schedules adopted in accordance with the provisions of the Act, or otherwise in accordance with provisions set out in an agreement between NVCA and the Participating Municipality.

13. NVCA and the Participating Municipality will strive to facilitate open and timely communication at all levels.

14. Unless otherwise provided for within the Act, if a dispute arises between the parties, including in respect of the content or interpretation of this Agreement, and which has not been resolved within sixty (60) days, such dispute may be submitted to a third party mediator, the choice of mediator to be agreed upon by the parties, and failing agreement to choose a mediator within an additional sixty (60) days, the mediator to be appointed by a judge of the Superior Court, for resolution via non-binding mediation conducted pursuant to the National Mediation Rules of the ADR.

15. If any provision of this Agreement is invalid, unenforceable or unlawful, such provision shall be deemed to be deleted from this Agreement and all other provisions of this Agreement shall remain in full force and effect and shall be binding in all respects between the parties hereto.

16. The Participating Municipality and NVCA will continue to work together to identify opportunities for further collaboration to the benefit of both

parties and ensure efficiency, transparency and accountability in the use of public sector resources.

17. This Agreement shall be made available to the public in accordance with the Act and any applicable regulations.

18. This Agreement may be executed in counterparts and 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.

Signatory page follows –

Signatory Page

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date

NOTTAWASAGA VALLEY CONSERVATION AUTHORITY

Per:_____

Name: Doug Hevenor

Title: Chief Administrative Officer

Per:_____

Name: Gail Little

Title: Chair of NVCA

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

Per:_____

Name: Douglas Measures

Title: Mayor

Per:_____

Name: Sasha Helmkay

Title: Clerk/Director Legislative Services

Schedule 'A' – Category 3 Programs and Services Requiring Apportionment

Monitoring

Program Description: The NVCA, in partnership with community organizations, municipalities, and federal and provincial agencies has established sites to monitor surface water quality and quantity.

Program/Service and Subservices	Description	Category Rationale
Surface Water Quality/ Stream Health Monitoring Program	Surface water quality monitoring for Benthic macroinvertebrates at an average of 65 sites per year, water temperature monitoring at an average of 57 sites per year, electrofishing at an average of 20 sites per year, and around 100 sites per year for flows. Responding to local spills events at the request of MECP. Costs include sampling, analysis, and reporting.	CA Act 21.1 (a)
Simcoe Groundwater monitoring program	In partnership with the OGS the NVCA monitors groundwater level and quality at 29 locations. Costs include equipment, data collection, analysis, data management and reporting.	CA Act 21.1 (a)
Watershed Report Card	Conservation Authorities report on local watershed conditions every five years, led by Conservation Ontario's Watershed Report Cards. The NVCA watershed is divided into 9 subwatersheds. Measuring increases understanding of the watershed, focuses efforts and tracks progress.	CA Act 21.1 (a)

Monitoring

Program Description: The NVCA completes natural heritage monitoring, delineation of natural heritage systems, data analysis and wetland regulation mapping to support municipalities, other NVCA departments and inter-agency and NGO partnerships.

Program/Service and Subservices	Description	Category Rationale
Natural Heritage Systems	Development of natural heritage systems supporting watershed management objectives. Field based monitoring of terrestrial flora and fauna including bird monitoring and invasive species and species at risk.	CA Act 21.1 (a)

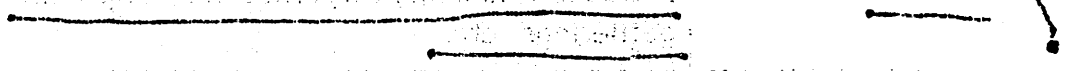
Conservation Lands and Tiffin Operations

Program Description: NVCA owns 5,240 hectares of land, which includes conservation areas, management areas, conservation forests, farmland and flood control structures and surrounding land. NVCA property is essential to watershed management, environmental protection, helps implement the Watershed Management Strategy and provides areas for passive recreation.

Program/Service and Subservices	Description	Category Rationale
Land acquisition	Strategic acquisition of environmentally significant properties as per NVCA's 2020 Land Securement Strategy.	CA Act 21.1.2 (1)
Events	Includes weddings, corporate events, private gatherings, etc.	CA Act 21.1.2 (1)
Festivals	Includes public events (ex. Spring Tonic, Festival at the Fort, etc.)	CA Act 21.1.2 (1)

Stewardship and Reforestation

Program Description: The stewardship and restoration program has three key components: one-on-one technical and financial assistance to watershed landowners, coordination of target river restoration initiatives based on watershed science, and the reforestation program. Projects reduce the risk to life and property from natural hazards, protect water quality and quantity, improve forest conditions, increase biodiversity and make the watersheds more resilient to climate change.



Program/Service and Subservices	Description	Category Rationale
Private Land Stewardship Program	Work with property owners and environmental groups to mitigate flood and erosion hazards, protect water quality, restore floodplains, reduce nutrient contamination, restore wetlands, manage non-native invasive species, protect groundwater, improve aquatic species at risk habitat and promote climate change mitigation and adaptation. Coordinate targeted river restoration and fish habitat improvement initiatives using information generated by the Watershed Science department to identify priority sites and restoration techniques. Apply for and manage external funding, promote private land stewardship, provide technical advice and design support and funding assistance.	CA Act 21.1.2 (1)
Tree Planting and Forestry Services on Private Land	Forestry services including planting plan development, site preparation, tree and shrub planting, and survival assessments. Private woodlot stewardship, technical assistance, link to funding programs to maintain form and function of watershed forest cover.	CA Act 21.1.2 (1

Education

Program Description: Education and outreach programs increase knowledge and awareness in children and adults about local environmental issues, watersheds and ecosystems and conservation actions they can implement.

Program/Service and Subservices	Description	Category Rationale
School programs	Curriculum-based education programs for pre-school, elementary and secondary students. These programs focus on local watersheds, ecosystems, and environmental issues. Programs take place in school yards, schools,	CA Act 21.1.2 (1)

Program/Service and Subservices	Description	Category Rationale
	field trips to conservation areas, community parks and through online learning opportunities.	
Community programs and events	Education, day camp, outreach programs and community events to assist in achieving the objectives of the conservation authority. Some of these programs are open to people of all ages.	CA Act 21.1.2 (1)

Schedule 'B' – Category 3 Levy for Programs & Service

Member Municipality	2024 CVA Apportionment Percentage	2024 General Levy Contribution Category 3
Melancthon Township	0.4754%	$1,563.79
Town of Mono	3.6661%	$12,059.37
Mulmur Township	1.6075%	$5,287.75
Town of Shelburne	2.1347%	$7,021.94
Town of The Blue Mountains	1.4527%	$4,778.55
Municipality of Grey Highlands	0.3372%	$1,109.19
Adjala-Tosorontio Township	4.0097%	$13,189.61
City of Barrie	14.8033%	$48,694.37
Town Bradford W. Gwillimbury	4.2912%	$14,115.59
Clearview Township	**4.9220%**	**$16,190.56**
Town of Collingwood	10.3483%	$34,039.98
Essa Township	6.8575%	$22,557.24
Town of Innisfil	7.2189%	$23,746.04
Town of New Tecumseth	13.5675%	$44,629.30
Oro-Medonte Township	7.3839%	$24,288.80
Springwater Township	7.5606%	$24,870.04

Member Municipality	2024 CVA Apportionment Percentage	2024 General Levy Contribution Category 3
Town of Wasaga Beach	9.1453%	$30,082.79

Levy by Program & Service

Program	Levy Amount
Reforestation	$3,872.58
Stewardship	$4,024.33
Conservation Lands	$593.77
Watershed Science Monitoring	$6046.65
Education	$802.07
Tiffin Operations	$850.97

The total dollar amount for Category 3 work is broken out above and it totals $16,190.56

Schedule 'C' Capital Cost of Cat 3 Amount

NVCA

Capital 2024 for Clearview	2024 MVCA Apportionment	Category 3 Amount
	4.92%	$1,037.63