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## Nottawasaga Valley Conservation Authority – Municipal Cost Apportionment Agreement for Category 3 Programs and Services

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### 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 as “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.
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 29TH day of JANUARY, <sup>2024</sup>2023 (the "Effective Date").

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS**  
(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 such other 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 and general operating 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 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. Notwithstanding the foregoing, the Participating 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 the NVCA is required to develop and implement under the *Act*.
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's final approved budget shall be appended annually as Schedule 'B' to the Agreement.
9. 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.
10. 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. The Participating Municipality's share of the total apportionment shall be appended annually as Schedule 'C' to this Agreement.
11. The Participating Municipality agrees to be apportioned costs as identified in Schedule 'C' to the Agreement.
12. 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. Any such fees collected for the programs and services identified in Schedule 'A' shall be used to offset the municipal apportionment costs associated with providing the Category 3 program and/or service for which the fee is collected.
13. 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.


14. NVCA and the Participating Municipality will strive to facilitate open and timely communication at all levels.
15. 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.
16. Neither party shall be in default with respect to the performance or non-performance of the terms of the Agreement resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) that could not reasonably have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority (other than by the Participating Municipality), plague, epidemic, pandemic, natural disaster, strike, lock-out, inability to procure material, acts, laws or regulations of government authority or other cause beyond the reasonable control of such party and not caused by the act or omission of such party, and the performance of such term or terms shall be extended for a period equivalent to the period of such delay. This provision should not relieve the Participating Municipality of its obligation to pay fees and costs when due.
17. As required by the Participating Municipality, acting reasonably, the NVCA shall obtain, maintain and provide to the Participating 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 this Agreement:
  - a. Commercial General Liability Insurance as follows:
    - i. is in the amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence;
    - ii. adds the Participating Municipality as additional insured(s) but only with respect to liability arising out of the operations of the NVCA in the provision of Programs and Services under this Agreement.
18. 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.
19. 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.
20. The resolution of the NVCA Board of Directors to execute this Agreement shall be included as Schedule 'D' to this Agreement.
21. The resolution of Council from the Participating Municipality to execute this Agreement shall be included as Schedule 'E' to this Agreement.
22. This Agreement shall be made available to the public in accordance with the Act and any applicable regulations.

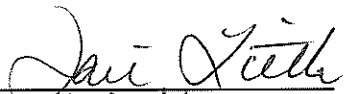
23. This Agreement may be executed in counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all such counterparts, when taken together, shall constitute one and the same agreement.

- Signatory page follows -

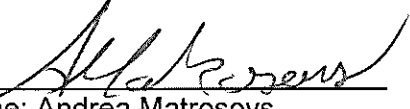
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.


**NOTTAWASAGA VALLEY  
CONSERVATION AUTHORITY**

Per:   
Name: Doug Hevner  
Title: Chief Administrative Officer

Per:   
Name: Gail Little  
Title: NUCA CHAIR

**THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS**

Per:   
Name: Andrea Matrosovs  
Title: Mayor

Per:   
Name: Corrina Giles  
Title: Clerk

10/15/2011

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

### **Service Area 1 – Watershed Monitoring & Management**

For over 30 years, NVCA has partnered with the Ministry of Environment, Conservation and Parks (MECP) to complete water quality monitoring at 10 provincially selected locations. This work is part of the Mandatory Category 1 programming at NVCA.

NVCA has expanded upon this program by adding an additional 25 sites to better cover the 3200 square kilometers of NVCA's watershed jurisdiction. Samples are collected eight times per year at each site. Key parameters are summarized on NVCA's website and are reported back to the public through NVCA's Watershed Report Cards and Watershed Health Checks. The specific number of sites and sample events may change without further notice.

Additionally, NVCA conducts benthic macroinvertebrate sampling at 35 sites over a 2-year rotating period. Benthic macroinvertebrates are the organisms that live in the bottom of the streambed for at least part of their life cycle. By collecting and analyzing these organisms, NVCA is able to better assess the long-term health of our stream systems. This information is also reported back to the public. The specific number of sites sampled and analyzed per year may change without further notice.

### **Service Area 2 – Stewardship, Forestry and Restoration**

The Watershed Stewardship work provided by NVCA serves to inspire and enable landowners to further their stewardship of the land and water within our watershed community. This program is currently geared largely towards the agricultural community, collaborating with rural landowners to develop and complete on the ground projects that will help to improve the local environment.

To date this program has worked with agricultural landowners to implement projects such as livestock exclusion fencing, alternative watering systems, barn eaves troughs to divert runoff, and planting of cover crops. When implemented properly, each project will help to improve the quality of water through reduced sedimentation and nutrients within the water. Additionally, NVCA has worked with local landowner groups to control invasive species that negatively impact the local environment.

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. In order to offset planting costs to municipal residents wishing to plant trees the NVCA works with funding partners to reduce these costs for participants.

While municipal apportionment currently contributes to staff salary within this program area, NVCA is continually working to acquire additional grants to help landowners implement these projects. Since 2018, NVCA has secured over \$400,000 in grant dollar to improve the watersheds that we all call home. This has been matched by over \$200,000 in contributions from benefiting landowners.

### **Service Area 3 – Conservation Education Information and Community Outreach**

NVCA's Conservation Information and Community Outreach program area (Communications) is an internal service department that helps spread awareness of all of NVCA's program and service areas. Although this program area is fully funded by municipal levy apportionment, much of this work is geared towards mandatory programs and services (Category 1). However, we acknowledge that some of the work conducted by NVCA's Communications Team is allocated to Category 3 programs and services. In an effort to be transparent, we have included some of the costs of this program area as Category 3.

### **Service Area 4 Natural Heritage**

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. The NVCA provides the



development of natural heritage systems supporting watershed management objectives through field based monitoring of terrestrial flora and fauna.

### **Schedule 'B' – NVCA Final Approved Budget**

To be appended annually.

**Schedule 'C' – Participating Municipality Apportionment**

To be appended annually.

**Schedule 'D' – NVCA Board of Directors Resolution**

To be appended following execution by following execution by Participating Municipality.

**Schedule 'E' – The Corporation of The Town of The Blue Mountains  
Council Resolution**



**The Town of The Blue Mountains  
Council Meeting**

**Title:**

B.9.1 Nottawasaga Valley Conservation Authority Programs and Services Inventory Consultation, PDS.23.053

**Date:**

Monday, July 10, 2023

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**Moved by:** Councillor McKinlay

**Seconded by:** Councillor Ardiel

THAT Council receive Staff Report PDS.23.053, entitled "Nottawasaga Valley Conservation Authority Programs and Services Inventory Consultation";  
AND THAT Council direct staff to negotiate the necessary agreements for the delivery of programs and services by the Nottawasaga Valley Conservation Authority in the Town of The Blue Mountains and in accordance with Ontario Regulation 687/21;  
AND THAT Council delegate authority to Mayor and Clerk to execute an agreement for the delivery of programs and services by the Nottawasaga Valley Conservation Authority.

**The motion is Carried**