

Cost Apportioning Memorandum of Understanding

(hereafter, "Agreement")

THIS AGREEMENT is made on the 14 day of November, 2023 (hereafter, "Effective Date").

BETWEEN:

Village of Newbury

(hereafter, "Municipality")

AND:

ST. CLAIR REGION CONSERVATION AUTHORITY

(hereafter, "SCRCA")

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

AND WHEREAS the Participating Municipality, as defined by the Act, is located wholly or partly within the area under the jurisdiction of SCRCA;

AND WHEREAS the Act permits the SCRCA to provide non-mandatory programs and services under a Cost Apportioning Agreement or such other agreement pursuant to Ontario Regulation 686/21, when levy is required for the delivery of the non-mandatory programs or services that SCRCA advises to further the purpose of the Act;

AND WHEREAS pursuant to Ontario Regulation 686/21, Conservation Authorities are authorized to apportion costs to municipalities for 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:

Term of Agreement

1. Initial Term of the Agreement is January 1, 2024 – December 31, 2028.
2. Thereafter, the Agreement shall continue for additional five-year periods (each a "Renewal Term") unless either party provides written notice of their intention to terminate this Agreement and such notice is given no less than one-hundred and eighty (180) days and no more than three hundred (300) days prior to the end of such calendar

year.

Agreement Principles

3. The following principles shall guide the implementation of the Agreement between SCRCA and the Municipality:
 - a. The Agreement will provide overarching terms and conditions for delivery of non-mandatory programs and services by SCRCA that SCRCA deems advisable to further the purpose of the Act.
 - b. The SCRCA agrees to provide the programs and services outlined in Schedule A.
 - c. The Municipality agrees to financially support the programs and services outlined in Schedule A and for such support to be determined by the Municipality and the SCRCA as outlined in Schedule B.
 - d. The SCRCA will not add to or delete from the programs and services supported through the Agreement without first consulting with the Municipality and identifying such changes in the annual budget process. Any changes to the programs or services must be approved in writing by the Municipality and any such change following the Municipality's written approval shall be reflected in an updated Schedule A and Schedule B to be circulated and posted once the final annual budget is approved.
 - e. Any change to the total municipal support outlined in Schedule B will be reviewed and approved by the SCRCA Board of Directors within the annual budget process including a 30-day consultation period with the Municipality and applied effective January 1 each calendar year.
 - f. The SCRCA may charge a user fee in the delivery of any of the programs and services outlined in Schedule A where appropriate to reduce costs apportioned to the Municipality.

Review and Regular Intervals

4. This Agreement shall be reviewed by the parties:
 - a. On an annual basis; and
 - b. Prior to the expiry of the Initial Term and each Renewal Term it shall the SCRCA's responsibility to initiate the review with the Municipality at least one hundred and

eighty (180) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.

Dispute Resolution

5. The Municipality and the SCRCA will strive to facilitate open and timely communication at all levels.
6. Where a dispute arises between two or more parties, the parties agree that dispute resolution practices will be implemented using the following principles:
 - a) Agree to a fair process for mediating issues;
 - b) Utilize and equally share the costs of a neutral facilitator as agreed upon by the parties, if required;
 - c) Identify common agreement / ground in the best interest of the parties;
 - d) Identify all options to resolve;
 - e) Select best option.

Early Termination

7. Upon such written notice of intention to terminate this Agreement being given in any calendar year during the Initial Term or Renewal Term, the date that is the last date of such calendar year or such date as may be otherwise agreed to by all parties in writing, shall be the "Termination Date". In the event this Agreement is terminated, any operating expenses and costs incurred by the SCRCA for providing services shall be paid by the Municipality up to and including the Termination Date.

Available to the Public

8. This Cost Agreement shall be made available on the SCRCA's website.

Execution

9. The Agreement may be executed in counterparts in writing electronic signature and delivered by mail, facsimile, or other electronic means, including in Portable Document Format (PDF); no one copy needs to be executed by all parties. 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.

Letters of Agreement

10. The Agreement does not preclude the parties from identifying opportunities for further collaboration to the benefit of both parties, and ensure efficiency, transparency and accountability in the use of resources, including in-kind services and assistance, coordination of complementary policy and program initiatives, and projects involving third parties. During the term of this agreement if additional programs and services are

requested from the SCRCA to be delivered on behalf of the Municipality a separate Letter of Agreement will be established with the Municipality (or delegated staff member) and attached as an Appendix.

Watershed-based Resource Management Strategy

11. The 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 SCRCA is required to develop and implement in accordance with the *Conservation Authorities Act*.

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

ST. CLAIR REGION CONSERVATION AUTHORITY

Per: Pat L. Brown

Chair - Pat Brown

Per: [Signature]

General Manager/Secretary Treasurer - Ken Phillips

Village of Newbury

Per: Diane Brewer

Reeve Diane Brewer

Per: Cathy Case

Clerk Cathy Case

Schedule A – Category 3 Programs and Services Requiring Municipal Financial Support Through Cost Apportioning

SERVICE AREAS

Under Section 21.1 of the *Conservation Authorities Act*, Conservation Authorities (CAs) are to classify their programs and services into 3 categories:

Category 1: Mandatory programs and services where municipal levy can be used without an agreement.

Category 2: Non-mandatory programs and services the CA delivers at the request of a municipality through an MOU or agreement.

Category 3: Other non-mandatory programs and services a CA determines are advisable to implement in the CA's jurisdiction. These programs and services may use municipal levy when a MOU/agreement is in place. Programs and services in Category 3 may also be funded through other means. In the latter situation, an MOU/agreement with the municipality is not required.

It is recognized that natural systems benefit from a systems-wide approach and that watersheds are the ecologically meaningful scale for not only effective planning but to enact meaningful and sustainable change.

The SCRCA is intending to enter into an agreement with The Village of Newbury with regard to the provision of School and Community Programs. It is proposed that this Cost Sharing Apportionment Agreement be executed in order to maintain consistency with the guidelines from the Province of Ontario. See Schedule B.

The SCRCA offers a comprehensive list of programs and services that benefit the health of the watershed, protects and educates residents about natural hazards and mitigates the effects of a changing climate. The chart below identifies the SCRCA's program areas by Category.

Currently, all of the programs and services included in the SCRCA's Category 3 program area are supported through self-generated means, including fundraising, grant proposal writing and user fees and operate independent of municipal levy. These programs include Campgrounds, Stewardship, Education and Tree Planting.

The SCRCA is seeking the financial support of its member municipalities through Category 3 agreements for the delivery of the School and Community Programs.

Cost Apportioning Agreement

| Category 1 | Category 2 | Category 3 |
|--|--|---|
| Mandatory programs and services as identified in Ontario Regulation 662/12. These programs are eligible to be funded through general municipal and land agreements required. | Municipal programs and services that are provided at the request of the municipality. These programs can be funded through self-generated revenue, government and other agency grants and/or municipal funding under a memorandum of understanding (MOU) or agreement with the municipality. | Other programs and services that an Authority (Board) determines are advisable. These programs can be funded through self-generated revenue, user fees, government and other agency grants, donations, etc. Any use of municipal funding will require an agreement and would be subject to cost apportioning. |
| Agreement | Municipality | Agreement/Request |
| Conservation Management of CA Lands | | |
| SCCA Forest and Management Areas (Mackenzie Upstream Great Lakes Conservation Areas) | | Managed Lands (Lambton County) |
| Strategy for CA owned or controlled lands | Owned and Operated by SCCA | Regional Conservation Areas, including |
| Land Acquisition and Disposition Strategy | Long-term Lease to Municipality | Conservation Services |
| Land Ownership | | Wildlife Species Management |
| Land Management Plans | | Tree Planting |
| Watershed Based Management Strategy | | Woodlands Conservation Rules |
| Water Quality Monitoring Program | | Great Lakes Regional Initiative |
| | | Sudbarns River Regional Initiative |
| | | Watershed Report Cards |
| General Community Programs | | |
| Corporate Services | | |
| Administration Buildings | | |
| Communications and Outreach | | |
| Natural Hazards Communications, Outreach and Education | | |
| Regional Services | | |
| Conservation | | |
| Information Technology | | |
| GIS | | |
| Watershed Geographical Information Management | | |
| Strategy Development | | |
| Vehicles and Equipment | | |
| Hazardous Waste, Pesticides and Fuels | | |
| Flood and Erosion Control Infrastructure (WECS) | City of Risk Management Official | Drinking Water Source Protection Program (DWRP) |
| WECS Major Maintenance/Capital Projects | Point Release Not Related to Natural Hazards | Ecological Monitoring, Assessment/Reports |
| WECS Operation and Management | | Municipal Drain and Fisheries Reusers |
| Drinking Water Source Protection Program | | |
| Low Water Response | | |
| Municipal Plan Input and Review | | |
| Section 28.1 Permit Administration | | |

School and Community Programs

School and Community Programs are an important part of shaping environmental leaders and teaching communities about local conservation efforts. Conservation education programs offer a variety of hands-on, curriculum-based, indoor, and outdoor programs geared towards both elementary and secondary school students. Staff organize and attend local events to introduce communities to the SCRC, what the agency does, and how it can assist them. The SCRC offers virtual (e.g., Live-stream with a Naturalist, Webinar-style) and schoolyard (Nature in Your Neighbourhood) programs, in addition to traditional field trips to accommodate the education delivery in the region. Over 20,000 students are engaged throughout the watershed. The SCRC will match municipal contributions through donations, grants and user fees.

Schedule B– Apportionment of Category 3 Programs

The costs associated with the Category 3 programs and services outlined in Schedule A are included and clearly identified in SCRC's overall annual budget. The financial commitment of the Municipality will be based on a council approved monetary amount.

An increase, if any, to the contribution of the Municipality will be applied effective January 1 each calendar year and based on a council approved percentage. Schedule B will be reviewed by December 31, 2028 and distributed to Member Municipalities following final budget and levy approval.

Contribution of Category 3 Programs Requiring Municipal Support for 2024-2028

| Municipality Village of Newbury | Total Cost Apportionment for Service Areas: School and Community Program (\$) |
|--|--|
| 2024 | 285.00 |
| 2025 | 285.00 |
| 2026 | 285.00 |
| 2027 | 285.00 |
| 2028 | 285.00 |
| | |

This appendix will be distributed to Member Municipalities following final budget and levy approval.

THE CORPORATION OF THE VILLAGE OF NEWBURY

BY-LAW NO. 23-23



BEING A BY-LAW TO AUTHORIZE THE SIGNING OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE ST. CLAIR REGION CONSERVATION AUTHORITY AND THE VILLAGE OF NEWBURY

WHEREAS pursuant to Section 5.3 of the Municipal Act, 2001, S.O. 2001, c.25, the powers of every Council shall be exercised by by-law; and

WHEREAS it is deemed expedient that the Village of Newbury enter a memorandum of understanding for cost apportionment for non-mandatory programs and services provided by the St. Clair Region Conservation Authority;

NOW THEREFORE be it enacted by the Council of the Corporation of the Village of Newbury as follows:

1. THAT the Reeve and Clerk-Treasurer are hereby authorized to execute the Cost Apportioning Memorandum of Understanding (the 'Agreement') as in Schedule A attached hereto.
2. THAT Schedule A shall form part of this by-law.
3. THAT this By-law shall come into effect on the day of passage.

READ a first and second time this 14 day of November, 2023.

READ a third time and finally passed this 14 day of November, 2023.

Diane Brewer
REEVE DIANE BREWER

Cathy Case
CLERK-TREASURER CATHY CASE