



THE CORPORATION OF THE TOWNSHIP OF ST. CLAIR

BY-LAW NUMBER 68 of 2023

Being a By-law to authorize the execution of an agreement between the St. Clair Region Conservation Authority (SCRCA) and the Corporation of the Township of St. Clair for the provision of Category 3 Services

WHEREAS the 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 Municipality is a lower-tier municipality, located wholly within the area under the jurisdiction of the SCRCA;

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

AND WHEREAS it is deemed expedient that The Corporation of the Township of St. Clair be authorized to enter into an agreement with St. Clair Region Conservation Authority to provide Category 3 services.

NOW THEREFORE the Council of The Corporation of the Township of St. Clair hereby enacts as follows:

1. The Corporation of the Township of St. Clair is authorized to enter into an Agreement with the St. Clair Region Conservation Authority, a copy of which is annexed hereto as Schedule 'A' forming part of this By-law.
2. That the annexed agreement come into effect as of January 1, 2024.
3. That the Mayor and Clerk are authorized to execute such agreement and to affix to it the Corporate Seal of the Corporation of the Township of St. Clair.

READ a FIRST, SECOND and THIRD time and finally passed this 18th day of December, 2023.

Mayor Jeff Agar

Clerk Jeff Baranek

**Schedule 'A' – By-law 68 of 2023
The Corporation of the Township of St. Clair**

COST APPORTIONING AGREEMENT

**Cost Apportioning Memorandum of Understanding
(hereafter, "Agreement")**

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

BETWEEN:

Township of St. Clair

(hereafter, "Municipality")

AND:

ST. CLAIR REGION CONSERVATION AUTHORITY

(hereafter, "SCRCA")

WHEREAS the 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 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 eight (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 the SCRCA that the 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 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 be 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 for issues 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 Brown

Chair - Pat A. Brown

Per: Kew Phillips

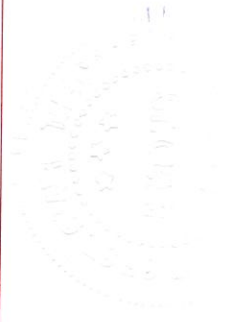
General Manager/Secretary Treasurer - [Signature]



THE CORPORATION OF THE TOWNSHIP OF ST. CLAIR

Per: Jeff Agar
Mayor Jeff Agar

Per: Jeff Baranek
Clerk Jeff Baranek



**Schedule 'A' – By-law 68 of 2023
Cost Apportioning Agreement**

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 (CA's) 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 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 Township of St. Clair 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, Private Land Stewardship and Conservation Land Services (Tree Planting).

Township of St. Clair – By-law 68 of 2023 – MOU with SCRCA for Category 3 Services

Category 1 Mandatory programs and services as identified in Ontario Regulation 686/21. These programs are eligible to be funded through general municipal levy (no agreement required).	Category 2 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.	Category 3 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				
Conservation Management of CA Lands		Agreement	Municipality	Date/Status	Agreement Proposed	No Agreement Required
SCRCA Forests and Management Areas (McKeough Upstream)	Local Conservation Areas				Managed Lands (Lambton County)	Land Management for SCRCA
Strategy for CA owned or controlled lands	Owned and Operation by SCRCA				Regional Conservation Areas, including campgrounds	
Land Acquisition and Disposition Strategy	Long-term Lease to Municipality				Conservation Services	
Land Inventory					Invasive Species Management	
Land Management Plans					Woodlands Conservation By-Law	
Watershed-Based Management Strategy					Great Lakes Regional Initiative	
Water Quality Monitoring Program					Sydenham River Regional Initiative	
					Watershed report cards	
General Operating Expenses						
Corporate Services						
Administration Buildings					School and Community Programs	
Communications and Outreach					Private Land Stewardship	
Natural Hazards Communications, Outreach and Education					Conservation Services	
Financial Services						
Governance						
Information Technology						
GIS						
Watershed Geographical Information Management						
Strategy Development						
Vehicles and Equipment						
Natural Hazards, Flooding and Erosion						
Flood and Erosion Control Infrastructure (WECI)	DRWSP Risk Management Official				Drinking Water Source Protection Program (DWSP)	
WECI Major Maintenance/Capital Projects	Plan Review Not Related to Natural Hazards				Ecological Monitoring, plans/strategies	
WECI Operation and Management					Municipal Drain and Fisheries Review	
Drinking Water Source Protection Program						
Low Water Response						
Municipal Plan Input and Review						
Section 28.1 Permit Administration						
Technical Studies and Policy Review						

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 SCRCA, what the agency does, and how it can assist them. The SCRCA offers virtual (e.g., Live-stream with a Naturalist, Webinar-style) and schoolyard (Nature in Your Neighborhood) 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 SCRCA will match funds provided by its member municipalities with its own fundraising efforts and through user fees.

Conservation Services

Currently, SCRCA's forest cover is estimated at 13%, well below the 30% recommended by Environment Canada. Since 2010, the SCRCA has planted over 240,000 trees in St. Clair Township through a mixture of large-scale plantings on commercial and private lands. This program area is crucial for bolstering forest cover, increasing biodiversity and is a cost-effective means to mitigate the effects of climate change, flooding, and erosion. The SCRCA will match funds provided by its member municipalities with its own fundraising efforts.

Private Land Stewardship

The SCRCA promotes and supports activities that will create healthy watersheds and improve local water quality and soil health. Conservation Authority staff achieve this by providing educational opportunities, technical advice, and financial assistance to local landowners interested in establishing Best Management Practices (BMPs) and stewardship projects on their properties, such as tree planting and wetland creation. Since 2018, the SCRCA has undertaken 10 stewardship projects in St. Clair Township. The SCRCA will match funds provided by its member municipalities with its own fundraising efforts.

**Schedule 'B' to By-law 68 of 2023
Of The Corporation of the Township of St. Clair**

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 SCRCA'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

St.Clair Township	School and Community Program (\$)	Private Land Stewardship (\$)	Conservation Services (\$)
2024	8,010	8,266	15,418
2025	8,010	8,266	15,418
2026	8,010	8,266	15,418
2027	8,010	8,266	15,418
2028	8,010	8,266	15,418