

**THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE**

BY-LAW NO. 45-2023

**Being A By-Law to Authorize an Apportionment Agreement for Category
3 Services Between The Municipality Of Arran-Elderslie and The Grey
Sauble Conservation Authority.**

WHEREAS Section 20(1) of the Conservation Authorities Act sets out the areas over which it has jurisdiction, including municipal programs and services that may be provided under Section 21.1.2.

AND WHEREAS the Act requires apportionment agreements for programs and services that may be provided with participating municipalities where financing (ie. levy apportionment) is required.

AND WHEREAS the Corporation of the Municipality of Arran-Elderslie deems it expedient to enter into an apportionment agreement for Category 3 services provided by the Grey Sauble Conservation Authority.

NOW THEREFORE the Council of the Corporation of the Municipality of Arran-Elderslie enacts as follows:

1. THAT the Mayor and Clerk of the Municipality of Arran-Elderslie are hereby authorized to sign an Apportionment Agreement for Category 3 Services between The Corporation of the Municipality of Arran-Elderslie and the Grey Sauble Conservation Authority; and
2. That the Apportionment Agreement attached hereto as Schedule "A", is hereby declared to form part of this by-law; and
2. THAT this by-law shall come into force and take effect on the date of its final passing.

READ a first and second time this 25th day of September, 2023.

READ a third time and finally passed this 25th day of September, 2023.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

Grey Sauble Conservation Authority – 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 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 _____ day of _____, 2023 (the "Effective Date").

BETWEEN:

THE MUNICIPALITY OF ARRAN-ELDERSLIE
(hereinafter, "Participating Municipality")

AND:

GREY SAUBLE CONSERVATION AUTHORITY
(hereinafter, "GSCA")

WHEREAS GSCA 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 GSCA;

AND WHEREAS under the Act, Category 3 programs and services deemed advisable by the GSCA 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 GSCA 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 GSCA 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. GSCA 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 GSCA is required to develop and implement under the *Act*.
5. GSCA 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 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 GSCA budget and apportionment process.
7. When preparing its annual budget, GSCA 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. GSCA’s final approved budget shall be appended annually as Schedule ‘B’ to the Agreement.
9. GSCA 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 GSCA'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, GSCA 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 GSCA may, where applicable, charge a fee (user fee) for a Category 3 program or service provided under this Agreement by the GSCA. 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 GSCA'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 GSCA and the Participating Municipality.
14. GSCA 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. 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.
18. The Participating Municipality and GSCA 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.
19. The resolution of the GSCA Board of Directors to execute this Agreement shall be included as Schedule 'D' to this Agreement.
20. The resolution of Council from the Participating Municipality to execute this Agreement shall be included as Schedule 'E' to this Agreement.
21. This Agreement shall be made available to the public in accordance with the Act and any applicable regulations.
22. 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.

**GREY SAUBLE CONSERVATION
AUTHORITY**

Per: _____
Name: Tim Lanthier
Title: Chief Administrative Officer

Per: _____
Name: Sue Carleton
Title: Chair, GSCA Board of Directors

THE MUNICIPALITY OF ARRAN-ELDERSLIE

Per: _____
Name: Steve Hammell
Title: Mayor

Per: _____
Name: Christine Fraser-McDonald
Title: Clerk

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

Service Area 1 – Watershed Monitoring & Management

For over 30 years, GSCA 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 GSCA.

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

Additionally, GSCA 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, GSCA 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

The Watershed Stewardship work provided by GSCA 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, GSCA has worked with local landowner groups to control invasive species that negatively impact the local environment.

While municipal apportionment currently contributes to staff salary within this program area, GSCA is continually working to acquire additional grants to help landowners implement these projects. Since 2018, GSCA 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 Information and Community Outreach

GSCA's Conservation Information and Community Outreach program area (Communications) is an internal service department that helps spread awareness of all of GSCA'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 GSCA'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.