

THE CORPORATION OF THE TOWN OF WASAGA BEACH

BY-LAW NO. 2023-120

A By-law to authorize the Execution of a Memorandum of Understanding for Category 1 and 2 Programs and Services and a Municipal Cost Apportionment Agreement for Category 3 Programs and Services between the Town of Wasaga Beach and the Nottawasaga Valley Conservation Authority (NVCA)

WHEREAS pursuant to section 9 of the *Municipal Act*, 2001 S.O. 2001, chapter 25 a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS pursuant to section 8 (1) of the *Municipal Act*, 2001 S.O. 2001, chapter 25 the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS the Council of the Corporation of the Town of Wasaga Beach deems it advisable and expedient to enter into Memorandum of Understanding for Category 1 and 2 Programs and Services and a Municipal Cost Apportionment Agreement for Category 3 Programs and Services with the Nottawasaga Valley Conservation Authority (NVCA);

NOW THEREFORE this Council of the Corporation of the Town of Wasaga Beach HEREBY ENACTS as follows:

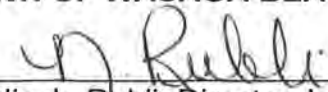
1. THAT the Mayor and Clerk are hereby authorized to execute an Memorandum of Understanding for Category 1 and 2 Programs and Services and a Municipal Cost Apportionment Agreement for Category 3 Programs and Services with the Nottawasaga Valley Conservation Authority (NVCA).
2. THAT the MOU for Category 1 and 2 Programs and Services, Schedule "A" and Cost Apportionment Agreement, Schedule "B" are attached hereto and forming part of this By-law.
3. THAT the Mayor's and the Clerk's authority and direction to execute the above noted Agreements and Documents extends to any renewal agreements or administrative amendments to the Agreements and Documents.
4. THAT this By-Law shall come into force and take effect and shall continue in effect under the terms and conditions outlined within said attached Lease Agreement.

BY-LAW READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 14TH DAY OF DECEMBER, 2023.

THE CORPORATION OF THE TOWN OF WASAGA BEACH



Brian Smith, Mayor



Nicole Rubli, Director, Legislative Services & Clerk



MEMORANDUM OF UNDERSTANDING ("MOU")

THIS AGREEMENT dated this day 20th of Dec, 2023.

BETWEEN:

THE NOTTAWASAGA VALLEY CONSERVATION AUTHORITY

(hereinafter called "Authority") OF

THE FIRST PART

and

THE CORPORATION OF THE TOWN OF WASAGA BEACH

(Hereinafter called the "Members")

OF THE SECOND PART

WHEREAS, pursuant to Ontario Regulation 686/21 Conservation Authorities are authorized to charge a levy to their members for delivery of mandatory services under the Regulation;

AND WHEREAS pursuant to Ontario Regulation 687/21 Conservation Authorities are required to enter into an agreement to levy members for services provided to Members other than mandatory services;

AND WHEREAS the Authority is prepared to provide certain non-mandatory services to its Members;

AND WHEREAS the Members wish to avail themselves of these services and to pay the amount levied for the services;

AND WHEREAS under the Conservation Authorities Act (the Act) Category 1 programs and services are to be funded through the budget and apportionment process with the applicable regulations;

AND WHEREAS under the applicable regulations, Category 1 operating expenses and capital costs may be included in the apportionment and provided without an agreement;

AND WHEREAS under the Act, Category 2 programs and services requested by municipalities may be provided under a memorandum of understanding ("MOU") or such other agreement in respect of the programs and services;

AND WHEREAS under the Act, Category 3 programs and services requested by the conservation authority funded through the budget and apportionment agreement may be provided under a memorandum of understanding ("MOU") or such other agreement in respect of the programs and services;

AND WHEREAS under the Act and the Minister's Fee Classes Policy, the Authority may establish fees to be charged for the program or service;

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:

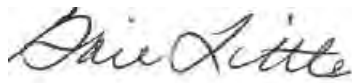
1. The Authority agrees to provide to the Members the services outlined in the Inventory of Services and Programs attached hereto as Schedule "A".
2. The Members agree to be charged a levy for such services in accordance with the levy stated in Schedule "A" to be apportioned among the Members.
3. The Authority will not add to or delete from the services or programs funded through the levy without first consulting with the Members. Any such change would require an amendment to this Agreement agreed to by all parties. through the annual budget process.
4. The parties will maintain the current annual approval process for increasing the levy and budget (i.e. weighted vote based upon current value assessment in the watershed for approval of the levy).
5. The Members will continue to support the current Inventory of Services and Programs throughout the period of this Agreement.
6. This Agreement shall commence on the Effective Date and shall continue for one (1) year (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.

7. 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.

SIGNED SEALED AND DELIVERED THIS DAY OF December 20, ~~2022~~ 2023

THE NOTTAWASAGA VALLEY CONSERVATION AUTHORITY

Per: 
Chair


Per: 
Chief Administrative Officer

I/we have the authority to bind the Corporation

SIGNED SEALED AND DELIVERED THIS DAY OF Dec 20 , 2023.

THE CORPORATION OF THE TOWN OF WASAGA BEACH

Per: 
Mayor

Per: 
Clerk

I/we have the authority to bind the Corporation

Nottawasaga Valley Conservation Authority Inventory of Programs and Services

Approved by Board of Directors: February 25, 2022

CATEGORY 1

Natural Hazard Management Program

Program Description: Conservation Authorities (CAs) are the lead provincial agencies on Natural Hazard issues. The goal is to protect life and property from flooding and erosion. This watershed-wide, comprehensive program includes development applications and permits, municipal plan input and review, environmental planning and policy, flood forecast and warning, flood and erosion control infrastructure, technical studies, ice management, education, and public awareness.

Category 1

Program/Service and Subservices	Description	Category Rationale
Section 28.1 Permit Administration and compliance activities	Respond to property inquiries. Reviewing and processing of permit applications and associated technical reports under O.Reg., 172/06, site inspections to confirm compliance, communication with applicants, agents, consultants, and legal representatives.	CA Act Reg. 686/21 s.8
Municipal Plan Input and Review	<p>Provide technical input and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Consents, Minor Variances).</p> <p>Provide input into municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of Ministry of Natural Resources and Forestry (MNRF), delegated to CAs in 1995 and as outlined the 2001 MOU between MNRF, Ministry Municipal Affairs and Housing and Conservation Ontario.</p> <p>Provide input into the review and approval processes under other applicable</p>	CA Act O. Reg. 686/21 s.6/7

Program/Service and Subservices	Description	Category Rationale
	law, with comments principally related to natural hazards, wetlands, watercourses, and Sec. 28 permit requirements.	
Flood & Low Water Forecasting and Warning	<p>Daily data collection and monitoring of weather forecasts, provincial and local water level forecasts, watershed conditions, snow course, flood event forecasting, flood warning, communications and response and equipment maintenance. Annual meeting with municipal flood emergency coordinator. Low water conditions monitoring and analysis.</p> <p>Technical and administrative support to the Water Response Team representing major water users and decision makers, who recommend drought response actions.</p> <p>Data collection, mapping, data sets, watershed photography. Development and use of systems to collect and store data and to provide spatial geographical representations of data.</p>	CA Act 21.1 O. Reg. 686/21 Sec 2 Sec 3
Flood and Erosion Control Infrastructure Operation and Management	Flood and erosion control infrastructure operations. (routine activities related to the operation of the structures). Includes five flood control projects and 13 erosion control projects that are annually inspected, and routine maintenance work completed.	CA Act 21.1 O. Reg. 686/21 Sec 2 Sec 5
Flood and Erosion Control Infrastructure Major Maintenance	Routine and preventative maintenance on flood and erosion control structures as required. Projects are eligible for the Water and Erosion Control Infrastructure (WEICI) funding from the province.	CA Act 21.1 O. Reg. 686/21 Sec 5
Ice Management Services	Preventative measures associated with the control of ice in areas where there is a chronic problem occurring annually, where there is an increase in the risk to life and property and where there is a method to reduce the possible adverse effects of the ice. The Ice Management Plan is being updated.	CA Act 21.1 O. Reg. 686/21 Sec 4
Technical Studies and Policy Review	Studies and projects to inform natural hazards management programs including floodplain management, watershed hydrology, regulations areas mapping update, flood forecasting system assessment, floodplain policy, Georgian Bay shoreline management. These projects often last one to two years and are	CA Act 21.1 O. Reg. 686/21 Sec

Program/Service and Subservices	Description	Category Rationale
	distributed over time as human resources and funding is available.	1
Natural Hazards Communications, Outreach and Education	Promoting public awareness of natural hazards including flooding, drought, and erosion. Public events, materials. Social media services. Media relations.	CA Act 21.1 O. Reg. 686/21 Sec 1(2)(3)

Provincial Water Quality & Quantity Monitoring

Program Description: The NVCA, in partnership with Ministry of Environment, Climate Change and Parks (MECP), has established long term sites to monitor surface and ground water conditions.

Program/Service and Subservices	Description	Category Rationale
Provincial Water Quality Monitoring Network (PWQMN)	A long-standing (50+ year) CA/MECP partnership for stream water quality monitoring at 18 sites. CA takes water samples and MECP does lab analysis and data management. Information is used for watershed report cards and stewardship project prioritization.	CA Act 21.1.1 O. Reg. 686/21 12 (1) 2
Provincial Groundwater Monitoring Network (PGMN)	A long-standing CA/MECP partnership for groundwater level and quality monitoring at 16 stations. Costs include equipment, data collection, analysis, data management and reporting. MECP funded network installation and continues to fund equipment replacements. Data collected supports flood forecast and warning, low water response, and water quality monitoring.	CA Act 21.1.1 O. Reg. 686/21 12 (1) 1

Drinking Water Source Protection

Program Description: The protection of municipal drinking water supplies in the NVCA through the development and implementation of the Source Protection Plans.

Program/Service and Subservices	Description	Category Rationale
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Program/Service and Subservices	Description	Category Rationale
Drinking Water Source Protection Program (DWSP)	Source Protection Area/Region, technical support, Source Protections Committee support, Source Protection Authority reports and meetings. Activities required by the Clean Water Act and regulations.	CA Act 21.1.1 O.Reg. 686/21 Sec. 13

Natural Heritage

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
Wetland & Natural Heritage Evaluations	Complete wetland evaluations and natural heritage evaluations of NVCA properties.	CA Act 21.1.1
Wetland Regulation Mapping	Maintain and update NVCA wetland regulation mapping.	CA Act 21.1.1

Conservation Authority Lands and Conservation Areas

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

Program/Service and Subservices	Description	Category Rationale
Section 29 Minister's regulation for Conservation Areas	Undertake Conservation areas regulations enforcement and compliance initiatives within Conservation areas to prevent unlawful activity and protect the Authority from exposure to liability under the <i>Occupiers' Liability Act</i> .	CA Act 21.1(1)(i); 28(1)(d); 28(1)(e); 29(1)
NVCA forests and management areas (not Conservation Areas)	Management and maintenance of CA owned lands. Includes forest management, signage, gates, passive recreation, stewardship/ restoration, carrying costs such as taxes and insurance.	CA Act 21.1(1)(i); 27(1); 29(1)
Conservation Areas	Management and maintenance of 11 conservation areas and over 30km of recreational trails. Includes passive recreation, risk management program, hazard tree management, gates, fencing, signage, brochures, communications, pedestrian bridges, trails, parking lots, picnic tables, pavilions, roadways, stewardship/ restoration, carrying costs such as taxes and insurance.	CA Act 21.1(1)(i); 27(1); 29(1)
Conservation Area Major Maintenance	Major maintenance and capital improvements to support public access, safety, and environmental protection such as parking lots, pedestrian bridges, boardwalks, trails.	CA Act 21.1(1)(i); 25(1); 27(1)
Inventory of Conservation Authority lands	The land inventory will include the following information: location as well as date, method and purpose of acquisition, land use. One time project with updates as properties are acquired or disposed of and details of agreement and/or tax programs (if applicable) (MFTIP, CLTIP).	CA Act 21.1(1)(i)
Strategy for CA owned or controlled lands and management plans	This strategy will include the management and use of CA-owned or controlled properties including guiding principles, objectives, land use, natural heritage, classifications of lands, mapping, identification of programs and services on the lands, public consultation, publish on website. One-Year Project.	CA Act 21.1(1)(i)
Land Acquisition and Disposition Strategy	A policy to guide the acquisition and disposition of land in order to fulfill the objects of the authority. Current Land Securement Strategy runs from 2020 to 2030.	CA Act 21.1(1)(i)

Watershed Stewardship and Restoration (Urban, rural & agricultural)

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
CA owned Land Stewardship Program	Work 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 on CA owned lands. Coordinate targeted river restoration and fish habitat improvement initiatives using information generated by the Watershed Science department to identify priority sites and restoration techniques.	CA Act 21.1.2 (1)

Enabling Services:

Program Description: Key assistance provided to all departments of the conservation authority, board of directors, member municipalities and the general public to enable the NVCA to operate in an accountable, efficient and effective manner.

Program/Service and Subservices	Description	Category Rationale
Corporate Services	Administrative, human resources, financial, operating and capital costs which are not directly related to the delivery of any specific program or service, but are the overhead and support costs of a conservation authority. Includes health and safety program, overseeing programs and policies.	CA Act 20
Financial Services	Annual budget, accounts payable and receivable, payroll, financial analysis, financial audit, administration of reserves and investments, financial reports for funding agencies, preparing, and submitting reports to CRA, benefits program administration.	CA Act 20
Legal Expenses	Costs related to agreements/contracts, administrative by-law updates	CA Act 20
Governance	Supporting CA Boards, Advisory Committees, Office of CAO and Senior Management.	CA Act Part IV
Communications and	Informing public of NVCA programs and projects through media, open houses,	CA Act

Program/Service and Subservices	Description	Category Rationale
Outreach	public meetings, website administration, responding to inquiries from the public, crisis communications.	20
Administration Buildings	Office buildings and workshop used to support NVCA staff, programs, and services. Includes utilities, routine and major maintenance, property taxes.	CA Act 20
Information Technology Management/GIS	Data management, records retention. Development and use of systems to collect and store data and to provide spatial geographical representations of data.	CA Act 20
Vehicle and Equipment	A fleet of vehicles and equipment to support the work of the NVCA, including capital purchases, fuel, licenses, repairs, and maintenance. Programs and projects are charged for the use of the vehicles and equipment.	CA Act CA Act 20
ALL	Asset Management Services	CA Act 25/26

CATEGORY 2

Drinking Water Source Protection

Program Description: The protection of municipal drinking water supplies in the NVCA through the development and implementation of the Source Protection Plans.

Program/Service and Subservices	Description	Category Rationale
DWSP Risk Management Official	Carrying out Part IV duties of the Clean Water Act on behalf of municipalities through service agreements.	CA Act 21.1.1

Conservation Authority Lands and Conservation Areas

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
Tottenham Campground	Long-term lease with municipal partner to operate a campground and associated facilities at Tottenham Conservation Area.	CA Act Non-passive recreation 21.1.1(1)(4); 29(1)
Edenvale Conservation Area	Long-term lease with municipal partner for the management of the Edenvale Conservation Area.	CA Act Passive Recreation 21.1.1(1)(4); 29(1)
Riverdale Park	Long-term lease with municipal partner for the management of Riverdale Park.	CA Act/ Passive Recreation 21.1.1(1)(4); 29(1)

CATEGORY 3

Local Water Quality 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	In partnership with the OGS the NVCA monitors groundwater level and quality	CA Act

Program/Service and Subservices	Description	Category Rationale
monitoring program	at 29 locations. Costs include equipment, data collection, analysis, data management and reporting.	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)

Natural Heritage

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 Authority Lands and Conservation Areas

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
New Lowell Campground	Long-term lease with a private party to operate a campground and associated facilities at New Lowell Conservation Area.	CA Act Non-passive

Program/Service and Subservices	Description	Category Rationale
		recreation 21.1.2 (1); 29(1)
Utopia Conservation Area	Short-term lease (5-year) with community partner for management of the Utopia Conservation Area	CA Act Passive recreation 21.1(1)(i); 21.1.2 (1); 29(1)
Beeton Creek Property	Short-term lease (5-year) with community partner to lease residence	CA Act 21.1(1)(i); 21.1.2 (1); 29(1)
Mayer's Marsh	Agricultural lease (annual)	CA Act 21.1.2 (1); 29(1)
Petun Conservation Area	Short-term lease (5-year) with community partner to lease portions of the property for fish hatchery operations	CA Act 21.1(1)(i); 21.1.2 (1); 29(1)
Utopia Conservation Area	Short-term lease for commercial access through the Utopia Conservation Area	CA Act 21.1(1)(i); 21.1.2 (1); 29(1)
Black Ash Creek	Formalized agreement for commercial access through Black Ash Creek (NVCA-owned property)	CA Act 21.1(1)(i); 21.1.2 (1); 29(1)
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)

Watershed Stewardship and Restoration (Urban, rural & agricultural)

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)

Conservation Education and Community Outreach

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,	CA Act 21.1.2 (1)

Program/Service and Subservices	Description	Category Rationale
	and environmental issues. Programs take place in school yards, schools, 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

Link to Agreements and Planning Advisory Memorandums of Understanding

<https://www.nvca.on.ca/Pages/PlanningPolicies.aspx>

Cost Apportioning Agreement

(hereafter, "Agreement")

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

BETWEEN:

The CORPORATION OF THE TOWN OF WASAGA BEACH

(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 one (1) year (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 Cat 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 TOWN
OF WASAGA BEACH**

Per:  _____

Name: Brian Smith

Title: Mayor

Per:  _____

Name: Nicole Rubli

Title: Clerk

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	<p>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.</p> <p>Coordinate targeted river restoration and fish habitat improvement initiatives using information generated by the Watershed Science department to identify priority sites and restoration techniques.</p> <p>Apply for and manage external funding, promote private land stewardship, provide technical advice and design support and funding assistance.</p>	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	\$7,195.43
Stewardship	\$7,477.76
Conservation Lands	\$1,103.24
Watershed Science Monitoring	\$11,234.94
Education	\$1,490.28
Tiffin Operations	\$1,581.13

The total dollar amount for Category 3 work is broken out above and it totals \$30,082.79

Schedule 'C' Capital Cost of Cat 3 Amount

Capital 2024 for Barrie	2024 MVCA Apportionment	Category 3 Amount
	9.15%	\$1,927.97