

Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 23rd day of October, 2023 (the "Effective Date").

BETWEEN:

THE MUNICIPALITY OF ARRAN-ELDERSLIE

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "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 SVCA,

AND WHEREAS under the Act, Category 3 programs and services deemed advisable by the SVCA 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 SVCA 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 programs and services provided, other than mandatory programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the non-mandatory Category 3 programs and 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 SVCA for the delivery of Category 3 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. SVCA 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 Category 3 programs and services identified in Schedule 'A' shall also be included in a Watershed-Based Resource Management Strategy that the SVCA is required to develop and implement under the Act.
5. SVCA will not add to or delete from the list of Category 3 programs and services funded through municipal apportionment without first consulting with all participating municipalities. Any such change would require an amendment to this Agreement agreed to in writing by all participating municipalities.
6. The costs associated with the Category 3 programs and services subject to this Agreement shall be reviewed by the participating municipalities on an annual basis as part of the SVCA budget and apportionment process.

7. When preparing its annual budget, SVCA shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act, including preparation of a draft budget, consultations with participating municipalities, rules for voting to approve the apportionment, and preparation of the final budget.
8. SVCA's final approved budget shall be appended annually as Schedule 'B' to the Agreement.
9. SVCA 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 SVCA'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 programs and services are included in the budget process and apportionment, SVCA 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 SVCA may, where applicable, charge a fee (user fee) for a Category 3 program or service provided under this Agreement by the SVCA. 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 SVCA'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 SVCA and the Participating Municipality.
14. SVCA 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 SVCA 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 SVCA 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.


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

SAUGEEN VALLEY CONSERVATION AUTHORITY

Per: 

Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)

Per: 

Name: Barbara Dobreen

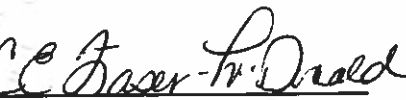
Title: Chair, SVCA Board of Directors

THE MUNICIPALITY OF ARRAN-ELDERLISE

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 – Water Quality Program

SVCA diligently conducts stream water quality monitoring at 14 locations within the watershed through the Provincial Water Quality Monitoring Network. Given the extensive expanse of the watershed and the constrained number of sampling locations under the Provincial Water Quality Monitoring Network, there were information voids. To ameliorate these deficits, SVCA instituted an in-house monitoring program in 2012, augmenting the network with an additional 15 monitoring sites distributed throughout the watershed. In concert, these programs yield the fundamental data indispensable for understanding the water quality status across the watershed.

Furthermore, SVCA has instituted a biomonitoring network encompassing twenty (20) water quality monitoring sites. Biomonitoring entails the utilization of organisms to evaluate environmental conditions, specifically water quality in this context. By monitoring benthic organisms, those that reside at the bottom of rivers and streams and possess specific tolerance thresholds for water quality conditions, SVCA can validate water chemistry findings through the biological data amassed at various locations throughout the watershed, thereby depicting a comprehensive characterization of water quality conditions.

Watershed Report Cards are developed every five (5) years using guidelines from Conservation Ontario. The Watershed Report Card is an excellent tool for conservation authorities to inform watershed residents about the health of their watershed in an easy-to-understand format. These Watershed Report Cards are a Category 3 Program using information collected directly from the two water quality monitoring programs described above.

The annual operating funds allocated for sustaining these water quality programs amount to \$119,050 for the year 2023. A business case, substantiating the perpetuation of these water quality programs, accompanies this Agreement.

Service Area 2 – Public Awareness and Communications for Non-Mandatory Programs and Services

SVCA's Communications, Community Outreach, and Public Awareness programming serve as instrumental tools in disseminating awareness pertaining to SVCA's array of programs and services. A considerable portion of this programming is financed in its entirety through the municipal levy, as it is primarily oriented towards mandatory programs and services (Category 1). However, an allocation of time and resources will be dedicated to buttress the non-mandatory components of the water quality monitoring program. For the year 2023, the operating funding budgeted for sustaining public awareness and communications specific to water quality monitoring programming stands at \$7,100.

Schedule 'B' – 2024 SVCA Budget



2024 Corporate Services Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|-----------------------------|--|---|---|----------|-------------|-------------|-----------|
| Administration, Finance, HR | Corporate services | Administrative, human resources, employee health and safety, 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 the CA. | Enabling Service | 1 | \$708,500 | \$841,800 | No |
| | Financial services | Accounting and payroll. | Enabling Service | 1 | | | No |
| | Legal expenses | Costs related to agreements/contracts, administrative by-law updates or other similar legal expenses. | Enabling Service | 1 | | | No |
| | Governance | Supporting CA Board of Directors, Advisory Committees, and the office of the GM/S-T. | Enabling Service | 1 | | | No |
| | Asset management | Asset management planning, facilities, fleet, and property management. | Enabling Service | 1 | | | No |
| Communications | Natural hazards communications, outreach, and education | Promoting public awareness of natural hazards including flooding, drought, and erosion. Inclusive of public events, materials, social media services, and general media relations. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | \$125,000 | \$127,200 | No |
| | Communications and marketing | General communications and marketing support for the CA. | Enabling Service | 1 | | | No |
| | Education and community events | Public education, community event development, execution, and support. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | | | No |
| | Public awareness and communications | General communications, marketing and awareness campaigns for non-mandatory programs and services (support for private forestry/planting, education, stewardship). | CAA s.21(1)(q) | 3 | \$7,100 | \$7,100 | Yes |
| Environmental Education | Curriculum delivery | Program development and delivery. | CAA s.21(1)(a) & (q) | 3 | \$94,550 | \$0 | Yes |
| | Day camp programming | Program development and execution for summer and PA Day camp programs. | CAA s.21(1)(a) & (q) | 3 | | | Yes |
| | Day camp programming | Program development and execution for summer day camp programs with the Town of Hanover. | CAA s.21(1)(a) & (q) | 2 | \$6,300 | \$0 | Yes |
| GIS/IT/IM | Information technology & management / GIS | Data management, records retention. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.1(3) | 1 | \$179,600 | \$199,800 | No |
| | Natural hazards technical Studies and information management | Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.5(1)1 Reg. 686/21 s.9(1)2 | 1 | | | No |
| | | | | TOTAL | \$1,121,050 | \$1,175,900 | |

| Category of Program or Service – Corporate Services | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$928,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$928,800 |

2024 Environmental Planning and Regulations Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|------------------------|--|--|-----------------|----------|-------------|-------------|-----------|
| Environmental Planning | Section 28.1 - permit administration and compliance activities | Reviewing and processing permit applications, associated technical reports, conducting site inspections, communication with applicants, agents, and consultants. Investigation and enforcement of regulatory compliance. | Reg. 686/21 s.8 | 1 | \$1,184,300 | \$1,132,300 | No |
| | Review under other legislation | Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Section 28 permit requirements. | Reg. 686/21 s.6 | 1 | | | No |
| | Municipal plan input and review | Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Condominium, Site Plan Approvals, Consents, Minor Variances, etc.) and input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of MNDMNRF. | Reg. 686/21 s.7 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | | | | TOTAL | \$1,184,300 | \$1,132,300 | |

| Category of Program or Service – Environmental Planning & Regulations | 2024 Levy Cost |
|---|-----------------|
| Category 1: Mandatory Programs and Services | \$31,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$31,800 |

2024 Forestry and Lands Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|--------------------|--|--|----------------------|----------|-------------|-------------|-----------|
| Conservation Lands | Strategy for CA owned or controlled lands and management plans | Guiding principles, objectives, including for an authority's land acquisition and disposition strategy, land use categories on conservation authority owned land, recommended management principles for different land categories. | Reg. 686/21 s.9(1)1 | 1 | \$43,500 | \$43,500 | No |
| | Development and maintenance of a land inventory | Development and maintenance of an inventory of every parcel of land that the Authority owns or controls including, location, surveys, site plans, maps, acquisition date, and how the parcel was acquired. | Reg. 686/21 s.9(1)3 | 1 | \$43,500 | \$43,500 | No |
| | Section 29 Minister's regulation for CAs | Conservation areas enforcement and compliance. | Reg. 686/21 s.9(1)4 | 1 | \$501,900 | \$564,925 | No |
| | Management, operation, and maintenance of CA owned lands | Management and maintenance of CA owned lands including stewardship, restoration, and ecological monitoring. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Passive recreation use, infrastructure and management planning | Management and maintenance of CA owned recreational assets including trails, parking, washroom facilities, pavilions, and other capital assets. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Land acquisition and disposition policy | The development of one or more policies governing land acquisitions and land dispositions. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Forestry – hazard tree and biodiversity management | Management of hazard/diseased trees and the management of biodiversity and invasive species on CA owned lands. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Campgrounds on CA owned land | Management, operation, and maintenance of campgrounds on CA owned land. | CAA s. 21(1)(m) | 3 | \$1,199,480 | \$979,600 | No |
| | Land acquisition and disposition | Acquisition and management of lands containing important natural heritage features or strategically aligned with existing CA land holdings. Disposition of lands considered surplus to the vision, mandate, and strategic goals of the CA. | CAA s.21(1)(c) | 3 | Variable | Variable | Yes |
| | Land lease and agreement management | Management of current and future land leases and property agreements. These leases and agreements help drive land-based revenues to offset the costs associated with management and maintenance of CA land holdings. | CAA s.21(1)(c) & (d) | 3 | \$20,300 | \$25,100 | No |
| Forestry | Forestry – forest management operations on CA owned lands | Forestry services, planting and/or woodlot management on CA owned land. | Reg. 686/21 s.9(1)2 | 1 | \$214,580 | \$303,600 | No |
| | Forestry – for private landowners | Forestry services and/or woodlot management for private landowners. Reforestation, tree sales, management planning, MFTIP, advice, tree marking. | CAA s.21(1)(g) & (o) | 3 | \$194,000 | \$225,000 | No |
| Stewardship | Watershed stewardship and restoration | Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners. | CAA s.21(1)(g) & (o) | 3 | \$1,870 | \$0 | Yes |
| Fleet | Fleet | Management and maintenance of CA fleet. | Enabling service | 1 | \$181,000 | \$285,500 | No |
| | | | | TOTAL | \$2,400,130 | \$2,470,725 | |

| Category of Program or Service – Forestry and Lands | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$885,825 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$885,825 |

2024 Water Resources Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|---|---|---|--|----------|--------------------|--------------------|-----------|
| Core Watershed Based Resource Management Strategy | Develop and implement a strategy for the CA | Collate/compile existing resource management plans, watershed plans, studies, and data. Strategy development. Implementation and reporting. | Reg. 686/21 s.8, Reg. 686/21 s.12(1)3, Reg. 686/21 s.12(4) | 1 | - | - | No |
| Water Management | Ice management plan | Determine how ice within the jurisdiction may increase the risk of natural hazards. Outline risk mitigation. Develop and implement plan. | Reg. 686/21 s. 4 | 1 | - | - | No |
| | Water and erosion infrastructure asset management plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | - | - | No |
| | Flood forecasting and warning | Daily data collection and monitoring of weather forecasts, provincial & local water level forecasts and watershed conditions; including flood event forecasting. Flood warning and communications. Maintenance of equipment. | Reg. 686/21 s.2 | 1 | \$275,800 | \$271,050 | No |
| | Low water response | Conditions monitoring/analysis. Technical & administrative support to the Water Response Team. | Reg. 686/21 s.3 | 1 | \$926,750 | \$743,900 | No |
| | Water and erosion infrastructure operational plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | | | No |
| | Flood and erosion control infrastructure | Maintenance and inspection on flood and erosion control structures, as required. Including projects dependent on Water and Erosion Control Infrastructure (WECI) funding from the province and from municipal partners. | Reg. 686/21 s.5 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | Category 2 programs and services | Programs and services provided by a CA on behalf of a municipality. | Reg. 687/21 | 2 | | | \$0 |
| Drinking Water Source Protection | Source protection authority role as set out in the <i>Clean Water Act</i> | Source Protection Area and Region liaison, technical support, support to the source protection committee, preparation of reports and attendance at meetings, activities required by the <i>Clean Water Act, 2006</i> and its regulations. | Reg. 686/21 s.13 | 1 | \$6,450 | \$6,450 | No |
| Watershed Monitoring | Provincial Water Quality Monitoring Network (PWQMN) | 50+ year CA/MECP partnership for stream water quality monitoring. CA takes water samples; MECP does lab analysis and data management. | Reg. 686/21 s.12(1)2, Reg. 686/21 s.12(3) | 1 | \$30,000 | \$30,240 | No |
| | Provincial Groundwater Monitoring Network (PGMN) | 20+ year CA/MECP partnership for groundwater level and quality monitoring. CA maintains equipment, data transfer to MECP, water sampling; MECP provides equipment, standards, data management. | Reg. 686/21 s.12(1)1 Reg. 686/21 s.12(2) | 1 | | | No |
| | SVCA Water Quality Monitoring Network – chemistry | Surface water quality sampling and reporting over 15 sites. | CAA s.21(1)(a) | 3 | \$119,050 | \$93,310 | Yes |
| | SVCA Water Quality Monitoring Network - benthic | Benthic collection and reporting at 20 sites. 20+ year CA/MECP partnership in the Ontario Benthos Biomonitoring Network. | CAA s.21(1)(a) | 3 | | | Yes |
| | Conservation Ontario Watershed Report Cards | A plain language, data driven reporting document released every 5 years describing watershed conditions in a CA. | CAA s.21(1)(a) | 3 | | | Yes |
| TOTAL | | | | | \$1,358,050 | \$1,172,740 | |

| Category of Program or Service – Water Resources | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$441,046 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$441,046 |

2024 Saugeen Valley Conservation Authority Budget

| Category of Program or Service – Summary | Levy | Self Generated | Reserves | Cost Apportioning | Special Levy | Other |
|--|--------------------|--------------------|------------------|-------------------|------------------|------------------|
| Category 1: Mandatory Programs and Services | \$2,287,471 | \$1,561,910 | \$221,586 | \$0 | \$302,948 | \$219,850 |
| Category 2: Non-mandated program or service delivered to municipality through an agreement | \$0 | \$0 | \$0 | \$0 | \$43,100 | \$0 |
| Category 3: Programs and services are cost-apportioned with municipalities | \$0 | \$1,187,400 | \$68,600 | \$100,410 | \$0 | \$0 |
| TOTAL | \$2,287,471 | \$2,749,310 | \$290,186 | \$100,410 | \$346,048 | \$219,850 |
| TOTAL 2024 BUDGET | \$5,993,275 | | | | | |

Schedule 'C' – Category 3 Cost Apportionment

| Municipality | Apportionment % | Water Quality 2024 Cost Apportioning | Associated Communications | Total 2024 Cost Apportioning |
|----------------------------------|-----------------|--------------------------------------|---------------------------|------------------------------|
| Municipality of Arran-Elderslie | 2.4902 | \$2,324 | \$177 | \$2,500 |
| Municipality of Brockton | 8.5850 | \$8,011 | \$610 | \$8,620 |
| Township of Chatsworth | 2.9709 | \$2,772 | \$211 | \$2,983 |
| Municipality of Grey Highlands | 4.3118 | \$4,023 | \$306 | \$4,329 |
| Town of Hanover | 6.4869 | \$6,053 | \$461 | \$6,514 |
| Township of Howick | 0.2677 | \$250 | \$19 | \$269 |
| Township of Huron-Kinloss | 5.5435 | \$5,173 | \$394 | \$5,566 |
| Municipality of Kincardine | 17.4085 | \$16,244 | \$1,236 | \$17,480 |
| Town of Minto | 2.7199 | \$2,538 | \$193 | \$2,731 |
| Municipality of Morris-Turnberry | 0.1906 | \$178 | \$14 | \$191 |
| Town of Saugeen Shores | 21.1168 | \$19,704 | \$1,499 | \$21,203 |
| Municipality of South Bruce | 4.8778 | \$4,551 | \$346 | \$4,898 |
| Township of Southgate | 7.1145 | \$6,639 | \$505 | \$7,144 |
| Township of Wellington North | 3.9272 | \$3,664 | \$279 | \$3,943 |
| Municipality of West Grey | 11.9887 | \$11,187 | \$851 | \$12,038 |
| TOTAL | 100.00% | \$93,311 | \$7,101 | \$100,411 |

Schedule 'D'

Saugeen Conservation Authority Board of Directors Motion to Execute Category 3 Agreements Pertaining to the Water Quality Program

November 30th, 2023

Motion # G23-113

THAT the SVCA Board of Directors authorizes staff to proceed with execution of all fifteen Category 3 Agreements pertaining to the Water Quality Program and associated communications, on behalf of the Authority.

Moved by: Jennifer Prenger, SVCA Director, Municipality of Kincardine.

Seconded by: Sue Paterson, SVCA Director, Town of Hanover.

CARRIED.

SAUGEEN VALLEY CONSERVATION AUTHORITY



Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)



Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

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

BY-LAW NO. 53-2023

Being A By-Law to Authorize an Apportionment Agreement for Category 3 Services Between The Municipality Of Arran-Elderslie and The Saugeen Valley 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 Saugeen Valley 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 Saugeen Valley 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 23rd day of October, 2023.

READ a third time and finally passed this 23rd day of October, 2023.


Steve Hammell, Mayor


Christine Fraser-McDonald, Clerk

Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 30 day of November, 2023 (the "**Effective Date**").

BETWEEN:

THE MUNICIPALITY OF BROCKTON

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "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 SVCA,

AND WHEREAS under the Act, Category 3 programs and services deemed advisable by the SVCA 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 SVCA 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 programs and services provided, other than mandatory programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the non-mandatory Category 3 programs and 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 SVCA for the delivery of Category 3 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. SVCA 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 Category 3 programs and services identified in Schedule 'A' shall also be included in a Watershed-Based Resource Management Strategy that the SVCA is required to develop and implement under the Act.
5. SVCA will not add to or delete from the list of Category 3 programs and services funded through municipal apportionment without first consulting with all participating municipalities. Any such change would require an amendment to this Agreement agreed to in writing by all participating municipalities.
6. The costs associated with the Category 3 programs and services subject to this Agreement shall be reviewed by the participating municipalities on an annual basis as part of the SVCA budget and apportionment process.

7. When preparing its annual budget, SVCA shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act, including preparation of a draft budget, consultations with participating municipalities, rules for voting to approve the apportionment, and preparation of the final budget.
8. SVCA's final approved budget shall be appended annually as Schedule 'B' to the Agreement.
9. SVCA 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 SVCA'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 programs and services are included in the budget process and apportionment, SVCA 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 SVCA may, where applicable, charge a fee (user fee) for a Category 3 program or service provided under this Agreement by the SVCA. 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 SVCA'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 SVCA and the Participating Municipality.
14. SVCA 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 SVCA 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 SVCA 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.


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

SAUGEEN VALLEY CONSERVATION AUTHORITY

Per: 

Name: Erik Downing


Title: General Manager/Secretary-Treasurer (Acting)

Per: 

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

THE MUNICIPALITY OF BROCKTON

Per: 

Name: Fiona Hamilton

Title: Clerk

Per: 

Name: Chris Peabody

Title: Mayor

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

Service Area 1 – Water Quality Program

SVCA diligently conducts stream water quality monitoring at 14 locations within the watershed through the Provincial Water Quality Monitoring Network. Given the extensive expanse of the watershed and the constrained number of sampling locations under the Provincial Water Quality Monitoring Network, there were information voids. To ameliorate these deficits, SVCA instituted an in-house monitoring program in 2012, augmenting the network with an additional 15 monitoring sites distributed throughout the watershed. In concert, these programs yield the fundamental data indispensable for understanding the water quality status across the watershed.

Furthermore, SVCA has instituted a biomonitoring network encompassing twenty (20) water quality monitoring sites. Biomonitoring entails the utilization of organisms to evaluate environmental conditions, specifically water quality in this context. By monitoring benthic organisms, those that reside at the bottom of rivers and streams and possess specific tolerance thresholds for water quality conditions, SVCA can validate water chemistry findings through the biological data amassed at various locations throughout the watershed, thereby depicting a comprehensive characterization of water quality conditions.

Watershed Report Cards are developed every five (5) years using guidelines from Conservation Ontario. The Watershed Report Card is an excellent tool for conservation authorities to inform watershed residents about the health of their watershed in an easy-to-understand format. These Watershed Report Cards are a Category 3 Program using information collected directly from the two water quality monitoring programs described above.

The draft annual operating funds allocated for sustaining these water quality programs amount to \$93,311 for the year 2024. A business case, substantiating the perpetuation of these water quality programs, accompanies this Agreement.

Service Area 2 – Public Awareness and Communications for Non-Mandatory Programs and Services

SVCA's Communications, Community Outreach, and Public Awareness programming serve as instrumental tools in disseminating awareness pertaining to SVCA's array of programs and services. A considerable portion of this programming is financed in its entirety through the municipal levy, as it is primarily oriented towards mandatory programs and services (Category 1). However, an allocation of time and resources will be dedicated to buttress the non-mandatory components of the water quality monitoring program. For the year 2023, the operating funding budgeted for sustaining public awareness and communications specific to water quality monitoring programming stands at \$7,100.

Schedule 'B' – 2024 SVCA Budget



2024 Corporate Services Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|-----------------------------|--|---|---|----------|-------------|-------------|-----------|
| Administration, Finance, HR | Corporate services | Administrative, human resources, employee health and safety, 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 the CA. | Enabling Service | 1 | \$708,500 | \$841,800 | No |
| | Financial services | Accounting and payroll. | Enabling Service | 1 | | | No |
| | Legal expenses | Costs related to agreements/contracts, administrative by-law updates or other similar legal expenses. | Enabling Service | 1 | | | No |
| | Governance | Supporting CA Board of Directors, Advisory Committees, and the office of the GM/S-T. | Enabling Service | 1 | | | No |
| | Asset management | Asset management planning, facilities, fleet, and property management. | Enabling Service | 1 | | | No |
| Communications | Natural hazards communications, outreach, and education | Promoting public awareness of natural hazards including flooding, drought, and erosion. Inclusive of public events, materials, social media services, and general media relations. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | \$125,000 | \$127,200 | No |
| | Communications and marketing | General communications and marketing support for the CA. | Enabling Service | 1 | | | No |
| | Education and community events | Public education, community event development, execution, and support. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | | | No |
| | Public awareness and communications | General communications, marketing and awareness campaigns for non-mandatory programs and services (support for private forestry/planting, education, stewardship). | CAA s.21(1)(q) | 3 | \$7,100 | \$7,100 | Yes |
| Environmental Education | Curriculum delivery | Program development and delivery. | CAA s.21(1)(a) & (g) | 3 | \$94,550 | \$0 | Yes |
| | Day camp programming | Program development and execution for summer and PA Day camp programs. | CAA s.21(1)(a) & (g) | 3 | | | Yes |
| | Day camp programming | Program development and execution for summer day camp programs with the Town of Hanover. | CAA s.21(1)(a) & (g) | 2 | \$6,300 | \$0 | Yes |
| GIS/IT/IM | Information technology & management / GIS | Data management, records retention. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.1(3) | 1 | \$179,600 | \$199,800 | No |
| | Natural hazards technical Studies and information management | Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.5(1)1 Reg. 686/21 s.9(1)2 | 1 | | | No |
| | | | | TOTAL | \$1,121,050 | \$1,175,900 | |

| Category of Program or Service – Corporate Services | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$928,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$928,800 |

2024 Environmental Planning and Regulations Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|------------------------|--|--|-----------------|----------|-------------|-------------|-----------|
| Environmental Planning | Section 28.1 - permit administration and compliance activities | Reviewing and processing permit applications, associated technical reports, conducting site inspections, communication with applicants, agents, and consultants. Investigation and enforcement of regulatory compliance. | Reg. 686/21 s.8 | 1 | \$1,184,300 | \$1,132,300 | No |
| | Review under other legislation | Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Section 28 permit requirements. | Reg. 686/21 s.6 | 1 | | | No |
| | Municipal plan input and review | Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Condominium, Site Plan Approvals, Consents, Minor Variances, etc.) and input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of MNDMNRF. | Reg. 686/21 s.7 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | | | | TOTAL | \$1,184,300 | \$1,132,300 | |

| Category of Program or Service – Environmental Planning & Regulations | 2024 Levy Cost |
|---|-----------------|
| Category 1: Mandatory Programs and Services | \$31,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$31,800 |

2024 Forestry and Lands Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|--------------------|--|--|----------------------|----------|-------------|-------------|-----------|
| Conservation Lands | Strategy for CA owned or controlled lands and management plans | Guiding principles, objectives, including for an authority's land acquisition and disposition strategy, land use categories on conservation authority owned land, recommended management principles for different land categories. | Reg. 686/21 s.9(1)1 | 1 | \$43,500 | \$43,500 | No |
| | Development and maintenance of a land inventory | Development and maintenance of an inventory of every parcel of land that the Authority owns or controls including, location, surveys, site plans, maps, acquisition date, and how the parcel was acquired. | Reg. 686/21 s.9(1)3 | 1 | \$43,500 | \$43,500 | No |
| | Section 29 Minister's regulation for CAs | Conservation areas enforcement and compliance. | Reg. 686/21 s.9(1)4 | 1 | \$501,900 | \$564,925 | No |
| | Management, operation, and maintenance of CA owned lands | Management and maintenance of CA owned lands including stewardship, restoration, and ecological monitoring. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Passive recreation use, infrastructure and management planning | Management and maintenance of CA owned recreational assets including trails, parking, washroom facilities, pavilions, and other capital assets. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Land acquisition and disposition policy | The development of one or more policies governing land acquisitions and land dispositions. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Forestry – hazard tree and biodiversity management | Management of hazard/diseased trees and the management of biodiversity and invasive species on CA owned lands. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Campgrounds on CA owned land | Management, operation, and maintenance of campgrounds on CA owned land. | CAA s. 21(1)(m) | 3 | \$1,199,480 | \$979,600 | No |
| | Land acquisition and disposition | Acquisition and management of lands containing important natural heritage features or strategically aligned with existing CA land holdings. Disposition of lands considered surplus to the vision, mandate, and strategic goals of the CA. | CAA s.21(1)(c) | 3 | Variable | Variable | Yes |
| | Land lease and agreement management | Management of current and future land leases and property agreements. These leases and agreements help drive land-based revenues to offset the costs associated with management and maintenance of CA land holdings. | CAA s.21(1)(c) & (d) | 3 | \$20,300 | \$25,100 | No |
| Forestry | Forestry – forest management operations on CA owned lands | Forestry services, planting and/or woodlot management on CA owned land. | Reg. 686/21 s.9(1)2 | 1 | \$214,580 | \$303,600 | No |
| | Forestry – for private landowners | Forestry services and/or woodlot management for private landowners. Reforestation, tree sales, management planning, MFTIP, advice, tree marking. | CAA s.21(1)(g) & (o) | 3 | \$194,000 | \$225,000 | No |
| Stewardship | Watershed stewardship and restoration | Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners. | CAA s.21(1)(g) & (o) | 3 | \$1,870 | \$0 | Yes |
| Fleet | Fleet | Management and maintenance of CA fleet. | Enabling service | 1 | \$181,000 | \$285,500 | No |
| | | | | TOTAL | \$2,400,130 | \$2,470,725 | |

| Category of Program or Service – Forestry and Lands | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$885,825 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$885,825 |

2024 Water Resources Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|---|---|---|--|----------|-------------|-------------|-----------|
| Core Watershed Based Resource Management Strategy | Develop and implement a strategy for the CA | Collate/compile existing resource management plans, watershed plans, studies, and data. Strategy development. Implementation and reporting. | Reg. 686/21 s.8, Reg. 686/21 s.12(1)3, Reg. 686/21 s.12(4) | 1 | - | - | No |
| Water Management | Ice management plan | Determine how ice within the jurisdiction may increase the risk of natural hazards. Outline risk mitigation. Develop and implement plan. | Reg. 686/21 s. 4 | 1 | - | - | No |
| | Water and erosion infrastructure asset management plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | - | - | No |
| | Flood forecasting and warning | Daily data collection and monitoring of weather forecasts, provincial & local water level forecasts and watershed conditions; including flood event forecasting. Flood warning and communications. Maintenance of equipment. | Reg. 686/21 s.2 | 1 | \$275,800 | \$271,050 | No |
| | Low water response | Conditions monitoring/analysis. Technical & administrative support to the Water Response Team. | Reg. 686/21 s.3 | 1 | \$926,750 | \$743,900 | No |
| | Water and erosion infrastructure operational plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | | | No |
| | Flood and erosion control infrastructure | Maintenance and inspection on flood and erosion control structures, as required. Including projects dependent on Water and Erosion Control Infrastructure (WECI) funding from the province and from municipal partners. | Reg. 686/21 s.5 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | Category 2 programs and services | Programs and services provided by a CA on behalf of a municipality. | Reg. 687/21 | 2 | | | \$0 |
| Drinking Water Source Protection | Source protection authority role as set out in the <i>Clean Water Act</i> | Source Protection Area and Region liaison, technical support, support to the source protection committee, preparation of reports and attendance at meetings, activities required by the <i>Clean Water Act, 2006</i> and its regulations. | Reg. 686/21 s.13 | 1 | \$6,450 | \$6,450 | No |
| Watershed Monitoring | Provincial Water Quality Monitoring Network (PWQMN) | 50+ year CA/MECP partnership for stream water quality monitoring. CA takes water samples; MECP does lab analysis and data management. | Reg. 686/21 s.12(1)2, Reg. 686/21 s.12(3) | 1 | \$30,000 | \$30,240 | No |
| | Provincial Groundwater Monitoring Network (PGMN) | 20+ year CA/MECP partnership for groundwater level and quality monitoring. CA maintains equipment, data transfer to MECP, water sampling; MECP provides equipment, standards, data management. | Reg. 686/21 s.12(1)1 Reg. 686/21 s.12(2) | 1 | | | No |
| | SVCA Water Quality Monitoring Network – chemistry | Surface water quality sampling and reporting over 15 sites. | CAA s.21(1)(a) | 3 | \$119,050 | \$93,310 | Yes |
| | SVCA Water Quality Monitoring Network - benthic | Benthic collection and reporting at 20 sites. 20+ year CA/MECP partnership in the Ontario Benthos Biomonitoring Network. | CAA s.21(1)(a) | 3 | | | Yes |
| | Conservation Ontario Watershed Report Cards | A plain language, data driven reporting document released every 5 years describing watershed conditions in a CA. | CAA s.21(1)(a) | 3 | | | Yes |
| TOTAL | | | | | \$1,358,050 | \$1,172,740 | |

| Category of Program or Service – Water Resources | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$441,046 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$441,046 |

2024 Saugeen Valley Conservation Authority Budget

| Category of Program or Service – Summary | Levy | Self Generated | Reserves | Cost Apportioning | Special Levy | Other |
|--|--------------------|--------------------|------------------|-------------------|------------------|------------------|
| Category 1: Mandatory Programs and Services | \$2,287,471 | \$1,561,910 | \$221,586 | \$0 | \$302,948 | \$219,850 |
| Category 2: Non-mandated program or service delivered to municipality through an agreement | \$0 | \$0 | \$0 | \$0 | \$43,100 | \$0 |
| Category 3: Programs and services are cost-apportioned with municipalities | \$0 | \$1,187,400 | \$68,600 | \$100,410 | \$0 | \$0 |
| TOTAL | \$2,287,471 | \$2,749,310 | \$290,186 | \$100,410 | \$346,048 | \$219,850 |
| TOTAL 2024 BUDGET | \$5,993,275 | | | | | |

Schedule 'C' – Category 3 Cost Apportionment

| Municipality | Apportionment % | Water Quality 2024 Cost Apportioning | Associated Communications | Total 2024 Cost Apportioning |
|----------------------------------|-----------------|--------------------------------------|---------------------------|------------------------------|
| Municipality of Arran-Elderslie | 2.4902 | \$2,324 | \$177 | \$2,500 |
| Municipality of Brockton | 8.5850 | \$8,011 | \$610 | \$8,620 |
| Township of Chatsworth | 2.9709 | \$2,772 | \$211 | \$2,983 |
| Municipality of Grey Highlands | 4.3118 | \$4,023 | \$306 | \$4,329 |
| Town of Hanover | 6.4869 | \$6,053 | \$461 | \$6,514 |
| Township of Howick | 0.2677 | \$250 | \$19 | \$269 |
| Township of Huron-Kinloss | 5.5435 | \$5,173 | \$394 | \$5,566 |
| Municipality of Kincardine | 17.4085 | \$16,244 | \$1,236 | \$17,480 |
| Town of Minto | 2.7199 | \$2,538 | \$193 | \$2,731 |
| Municipality of Morris-Turnberry | 0.1906 | \$178 | \$14 | \$191 |
| Town of Saugeen Shores | 21.1168 | \$19,704 | \$1,499 | \$21,203 |
| Municipality of South Bruce | 4.8778 | \$4,551 | \$346 | \$4,898 |
| Township of Southgate | 7.1145 | \$6,639 | \$505 | \$7,144 |
| Township of Wellington North | 3.9272 | \$3,664 | \$279 | \$3,943 |
| Municipality of West Grey | 11.9887 | \$11,187 | \$851 | \$12,038 |
| TOTAL | 100.00% | \$93,311 | \$7,101 | \$100,411 |

Schedule 'D'

Saugeen Conservation Authority Board of Directors Motion to Execute Category 3 Agreements Pertaining to the Water Quality Program

November 30th, 2023

Motion # G23-113

THAT the SVCA Board of Directors authorizes staff to proceed with execution of all fifteen Category 3 Agreements pertaining to the Water Quality Program and associated communications, on behalf of the Authority.

Moved by: Jennifer Prenger, SVCA Director, Municipality of Kincardine.

Seconded by: Sue Paterson, SVCA Director, Town of Hanover.

CARRIED.

SAUGEEN VALLEY CONSERVATION AUTHORITY



Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)



Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

The Corporation of the Municipality of Brockton



By-Law 2023-106

Being a By-Law to Enter into a Cost Apportioning Agreement with Saugeen Valley Conservation Authority for the Delivery of Category 3 Programs and Services.

Whereas the Saugeen Valley Conservation Authority is a conservation authority established under the Conservation Authorities Act, R.S.O. 1990, c. C.27 and is governed by its participating municipalities in accordance with the Conservation Authorities Act;

And Whereas the Participating Municipality is a lower-tier municipality, located wholly or partly within the area under the jurisdiction of Saugeen Valley Conservation Authority;

And Whereas under the Conservation Authorities Act, Category 3 programs and services deemed advisable by the Saugeen Valley Conservation Authority Board of Directors may be provided with municipal funding subject to a memorandum of understanding or such other agreement in respect of the programs and services;

And Whereas Saugeen Valley Conservation Authority 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 Conservation Authorities 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 Conservation Authorities 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 programs and services provided, other than mandatory programs and services;

And Whereas the Participating Municipality wishes to avail themselves of the non-mandatory Category 3 programs and 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 Saugeen Valley Conservation Authority for the delivery of Category 3 programs and services;


Now Therefore the Council of the Corporation of the Municipality of Brockton **Enacts as Follows:**

- 1.0 That the Council of the Corporation of the Municipality of Brockton hereby authorizes entering into a Cost Apportioning Agreement with Saugeen Valley Conservation Authority for the delivery of Category 3 programs and services as contained in the attached Schedule "A", and forming an integral part of this to this By-Law.
- 2.0 That the Mayor and Clerk are hereby authorized to sign the agreement with Saugeen Valley Conservation Authority as attached.
- 3.0 That this By-Law shall come into effect upon final passage.
- 4.0 This By-Law may be cited as the "Saugeen Valley Cost Apportioning Agreement By-Law".

Read, Enacted, Signed and Sealed this 14th day of November, 2023.



Mayor – Chris Peabody



Director of Legislative and Legal Services (Clerk)
– Fiona Hamilton

Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 6th day of September, 2023.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH

(hereinafter, "Participating Municipality")

AND:

SAUGEE VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "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 SVCA,

AND WHEREAS under the Act, Category 3 programs and services deemed advisable by the SVCA 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 SVCA 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 programs and services provided, other than mandatory programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the non-mandatory Category 3 programs and 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 SVCA for the delivery of Category 3 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 of January 1, 2024 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. SVCA 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 Category 3 programs and services identified in Schedule 'A' shall also be included in a Watershed-Based Resource Management Strategy that the SVCA is required to develop and implement under the Act.
5. SVCA will not add to or delete from the list of Category 3 programs and services funded through municipal apportionment without first consulting with all participating municipalities. Any such change would require an amendment to this Agreement agreed to in writing by all participating municipalities.
6. The costs associated with the Category 3 programs and services subject to this Agreement shall be reviewed by the participating municipalities on an annual basis as part of the SVCA budget and apportionment process.
7. When preparing its annual budget, SVCA shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act, including preparation of a draft budget, consultations with participating

municipalities, rules for voting to approve the apportionment, and preparation of the final budget.

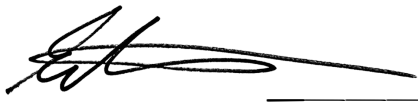
8. SVCA's final approved budget shall be appended annually as Schedule 'B' to the Agreement.
9. SVCA and the Participating Municipality shall identify and agree upon the cost of relevant Category 3 programs and services in the annual budget, and shall comply with the prescribed methods of apportionment, including the Modified Current Value Assessment (MCVA) apportionment method (the ratio that the Participating Municipality's modified current value assessment bears to SVCA'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 programs and services are included in the budget process and apportionment, SVCA 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 SVCA may, where applicable, charge a fee (user fee) for a Category 3 program or service provided under this Agreement by the SVCA. 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 SVCA'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 SVCA and the Participating Municipality.
14. SVCA 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 SVCA 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 SVCA 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.


IN WITNESS WHEREOF, the parties have entered into this Agreement by their signatures below.

**SAUGEEN VALLEY CONSERVATION
AUTHORITY**

Per:  _____

Name: Erik Downing

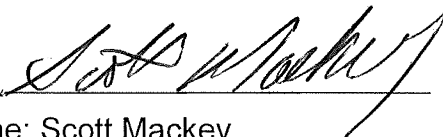
Title: General Manager/Secretary-Treasurer Acting

Per:  _____

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH

Per:  _____

Name: Scott Mackey

Title: Mayor

Per:  _____

Name: Patty Sinnamon

Title: CAO Clerk

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

Service Area 1 – Water Quality Program

SVCA diligently conducts stream water quality monitoring at 14 locations within the watershed through the Provincial Water Quality Monitoring Network. Given the extensive expanse of the watershed and the constrained number of sampling locations under the Provincial Water Quality Monitoring Network, there were information voids. To ameliorate these deficits, SVCA instituted an in-house monitoring program in 2012, augmenting the network with an additional 15 monitoring sites distributed throughout the watershed. In concert, these programs yield the fundamental data indispensable for understanding the water quality status across the watershed.

Furthermore, SVCA has instituted a biomonitoring network encompassing twenty (20) water quality monitoring sites. Biomonitoring entails the utilization of organisms to evaluate environmental conditions, specifically water quality in this context. By monitoring benthic organisms, those that reside at the bottom of rivers and streams and possess specific tolerance thresholds for water quality conditions, SVCA can validate water chemistry findings through the biological data amassed at various locations throughout the watershed, thereby depicting a comprehensive characterization of water quality conditions.

Watershed Report Cards are developed every five (5) years using guidelines from Conservation Ontario. The Watershed Report Card is an excellent tool for conservation authorities to inform watershed residents about the health of their watershed in an easy-to-understand format. These Watershed Report Cards are a Category 3 Program using information collected directly from the two water quality monitoring programs described above.

The annual operating funds allocated for sustaining these water quality programs amount to \$119,050 for the year 2023. A business case, substantiating the perpetuation of these water quality programs, accompanies this Agreement.

Service Area 2 – Public Awareness and Communications for Non-Mandatory Programs and Services

SVCA's Communications, Community Outreach, and Public Awareness programming serve as instrumental tools in disseminating awareness pertaining to SVCA's array of programs and services. A considerable portion of this programming is financed in its entirety through the municipal levy, as it is primarily oriented towards mandatory programs and services (Category 1). However, an allocation of time and resources will be dedicated to buttress the non-mandatory components of the water quality monitoring program. For the year 2023, the operating funding budgeted for sustaining public awareness and communications specific to water quality monitoring programming stands at \$7,100.

Schedule 'B' – 2024 SVCA Budget



2024 Corporate Services Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|-----------------------------|--|---|---|----------|-------------|-------------|-----------|
| Administration, Finance, HR | Corporate services | Administrative, human resources, employee health and safety, 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 the CA. | Enabling Service | 1 | \$708,500 | \$841,800 | No |
| | Financial services | Accounting and payroll. | Enabling Service | 1 | | | No |
| | Legal expenses | Costs related to agreements/contracts, administrative by-law updates or other similar legal expenses. | Enabling Service | 1 | | | No |
| | Governance | Supporting CA Board of Directors, Advisory Committees, and the office of the GM/S-T. | Enabling Service | 1 | | | No |
| | Asset management | Asset management planning, facilities, fleet, and property management. | Enabling Service | 1 | | | No |
| Communications | Natural hazards communications, outreach, and education | Promoting public awareness of natural hazards including flooding, drought, and erosion. Inclusive of public events, materials, social media services, and general media relations. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | \$125,000 | \$127,200 | No |
| | Communications and marketing | General communications and marketing support for the CA. | Enabling Service | 1 | | | No |
| | Education and community events | Public education, community event development, execution, and support. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | | | No |
| | Public awareness and communications | General communications, marketing and awareness campaigns for non-mandatory programs and services (support for private forestry/planting, education, stewardship). | CAA s.21(1)(q) | 3 | \$7,100 | \$7,100 | Yes |
| Environmental Education | Curriculum delivery | Program development and delivery. | CAA s.21(1)(a) & (q) | 3 | \$94,550 | \$0 | Yes |
| | Day camp programming | Program development and execution for summer and PA Day camp programs. | CAA s.21(1)(a) & (q) | 3 | | | Yes |
| | Day camp programming | Program development and execution for summer day camp programs with the Town of Hanover. | CAA s.21(1)(a) & (q) | 2 | \$6,300 | \$0 | Yes |
| GIS/IT/IM | Information technology & management / GIS | Data management, records retention. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.1(3) | 1 | \$179,600 | \$199,800 | No |
| | Natural hazards technical Studies and information management | Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.5(1)1 Reg. 686/21 s.9(1)2 | 1 | | | No |
| | | | | TOTAL | \$1,121,050 | \$1,175,900 | |

| Category of Program or Service – Corporate Services | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$928,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$928,800 |

2024 Environmental Planning and Regulations Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|------------------------|--|--|-----------------|----------|-------------|-------------|-----------|
| Environmental Planning | Section 28.1 - permit administration and compliance activities | Reviewing and processing permit applications, associated technical reports, conducting site inspections, communication with applicants, agents, and consultants. Investigation and enforcement of regulatory compliance. | Reg. 686/21 s.8 | 1 | \$1,184,300 | \$1,132,300 | No |
| | Review under other legislation | Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Section 28 permit requirements. | Reg. 686/21 s.6 | 1 | | | No |
| | Municipal plan input and review | Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Condominium, Site Plan Approvals, Consents, Minor Variances, etc.) and input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of MNDMNRF. | Reg. 686/21 s.7 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | | | | TOTAL | \$1,184,300 | \$1,132,300 | |

| Category of Program or Service – Environmental Planning & Regulations | 2024 Levy Cost |
|---|-----------------|
| Category 1: Mandatory Programs and Services | \$31,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$31,800 |

2024 Forestry and Lands Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|--------------------|--|--|----------------------|----------|-------------|-------------|-----------|
| Conservation Lands | Strategy for CA owned or controlled lands and management plans | Guiding principles, objectives, including for an authority's land acquisition and disposition strategy, land use categories on conservation authority owned land, recommended management principles for different land categories. | Reg. 686/21 s.9(1)1 | 1 | \$43,500 | \$43,500 | No |
| | Development and maintenance of a land inventory | Development and maintenance of an inventory of every parcel of land that the Authority owns or controls including, location, surveys, site plans, maps, acquisition date, and how the parcel was acquired. | Reg. 686/21 s.9(1)3 | 1 | \$43,500 | \$43,500 | No |
| | Section 29 Minister's regulation for CAs | Conservation areas enforcement and compliance. | Reg. 686/21 s.9(1)4 | 1 | \$501,900 | \$564,925 | No |
| | Management, operation, and maintenance of CA owned lands | Management and maintenance of CA owned lands including stewardship, restoration, and ecological monitoring. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Passive recreation use, infrastructure and management planning | Management and maintenance of CA owned recreational assets including trails, parking, washroom facilities, pavilions, and other capital assets. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Land acquisition and disposition policy | The development of one or more policies governing land acquisitions and land dispositions. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Forestry – hazard tree and biodiversity management | Management of hazard/diseased trees and the management of biodiversity and invasive species on CA owned lands. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Campgrounds on CA owned land | Management, operation, and maintenance of campgrounds on CA owned land. | CAA s. 21(1)(m) | 3 | \$1,199,480 | \$979,600 | No |
| | Land acquisition and disposition | Acquisition and management of lands containing important natural heritage features or strategically aligned with existing CA land holdings. Disposition of lands considered surplus to the vision, mandate, and strategic goals of the CA. | CAA s.21(1)(c) | 3 | Variable | Variable | Yes |
| | Land lease and agreement management | Management of current and future land leases and property agreements. These leases and agreements help drive land-based revenues to offset the costs associated with management and maintenance of CA land holdings. | CAA s.21(1)(c) & (d) | 3 | \$20,300 | \$25,100 | No |
| Forestry | Forestry – forest management operations on CA owned lands | Forestry services, planting and/or woodlot management on CA owned land. | Reg. 686/21 s.9(1)2 | 1 | \$214,580 | \$303,600 | No |
| | Forestry – for private landowners | Forestry services and/or woodlot management for private landowners. Reforestation, tree sales, management planning, MFTIP, advice, tree marking. | CAA s.21(1)(g) & (o) | 3 | \$194,000 | \$225,000 | No |
| Stewardship | Watershed stewardship and restoration | Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners. | CAA s.21(1)(g) & (o) | 3 | \$1,870 | \$0 | Yes |
| Fleet | Fleet | Management and maintenance of CA fleet. | Enabling service | 1 | \$181,000 | \$285,500 | No |
| | | | | TOTAL | \$2,400,130 | \$2,470,725 | |

| Category of Program or Service – Forestry and Lands | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$885,825 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$885,825 |

2024 Water Resources Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|---|---|---|--|----------|--------------------|--------------------|-----------|
| Core Watershed Based Resource Management Strategy | Develop and implement a strategy for the CA | Collate/compile existing resource management plans, watershed plans, studies, and data. Strategy development. Implementation and reporting. | Reg. 686/21 s.8, Reg. 686/21 s.12(1)3, Reg. 686/21 s.12(4) | 1 | - | - | No |
| Water Management | Ice management plan | Determine how ice within the jurisdiction may increase the risk of natural hazards. Outline risk mitigation. Develop and implement plan. | Reg. 686/21 s. 4 | 1 | - | - | No |
| | Water and erosion infrastructure asset management plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | - | - | No |
| | Flood forecasting and warning | Daily data collection and monitoring of weather forecasts, provincial & local water level forecasts and watershed conditions; including flood event forecasting. Flood warning and communications. Maintenance of equipment. | Reg. 686/21 s.2 | 1 | \$275,800 | \$271,050 | No |
| | Low water response | Conditions monitoring/analysis. Technical & administrative support to the Water Response Team. | Reg. 686/21 s.3 | 1 | \$926,750 | \$743,900 | No |
| | Water and erosion infrastructure operational plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | | | No |
| | Flood and erosion control infrastructure | Maintenance and inspection on flood and erosion control structures, as required. Including projects dependent on Water and Erosion Control Infrastructure (WECI) funding from the province and from municipal partners. | Reg. 686/21 s.5 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | Category 2 programs and services | Programs and services provided by a CA on behalf of a municipality. | Reg. 687/21 | 2 | | | \$0 |
| Drinking Water Source Protection | Source protection authority role as set out in the <i>Clean Water Act</i> | Source Protection Area and Region liaison, technical support, support to the source protection committee, preparation of reports and attendance at meetings, activities required by the <i>Clean Water Act, 2006</i> and its regulations. | Reg. 686/21 s.13 | 1 | \$6,450 | \$6,450 | No |
| Watershed Monitoring | Provincial Water Quality Monitoring Network (PWQMN) | 50+ year CA/MECP partnership for stream water quality monitoring. CA takes water samples; MECP does lab analysis and data management. | Reg. 686/21 s.12(1)2, Reg. 686/21 s.12(3) | 1 | \$30,000 | \$30,240 | No |
| | Provincial Groundwater Monitoring Network (PGMN) | 20+ year CA/MECP partnership for groundwater level and quality monitoring. CA maintains equipment, data transfer to MECP, water sampling; MECP provides equipment, standards, data management. | Reg. 686/21 s.12(1)1 Reg. 686/21 s.12(2) | 1 | | | No |
| | SVCA Water Quality Monitoring Network – chemistry | Surface water quality sampling and reporting over 15 sites. | CAA s.21(1)(a) | 3 | \$119,050 | \$93,310 | Yes |
| | SVCA Water Quality Monitoring Network - benthic | Benthic collection and reporting at 20 sites. 20+ year CA/MECP partnership in the Ontario Benthos Biomonitoring Network. | CAA s.21(1)(a) | 3 | | | Yes |
| | Conservation Ontario Watershed Report Cards | A plain language, data driven reporting document released every 5 years describing watershed conditions in a CA. | CAA s.21(1)(a) | 3 | | | Yes |
| TOTAL | | | | | \$1,358,050 | \$1,172,740 | |

| Category of Program or Service – Water Resources | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$441,046 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$441,046 |

2024 Saugeen Valley Conservation Authority Budget

| Category of Program or Service – Summary | Levy | Self Generated | Reserves | Cost Apportioning | Special Levy | Other |
|--|--------------------|--------------------|------------------|-------------------|------------------|------------------|
| Category 1: Mandatory Programs and Services | \$2,287,471 | \$1,561,910 | \$221,586 | \$0 | \$302,948 | \$219,850 |
| Category 2: Non-mandated program or service delivered to municipality through an agreement | \$0 | \$0 | \$0 | \$0 | \$43,100 | \$0 |
| Category 3: Programs and services are cost-apportioned with municipalities | \$0 | \$1,187,400 | \$68,600 | \$100,410 | \$0 | \$0 |
| TOTAL | \$2,287,471 | \$2,749,310 | \$290,186 | \$100,410 | \$346,048 | \$219,850 |
| TOTAL 2024 BUDGET | \$5,993,275 | | | | | |

Schedule 'C' – Category 3 Cost Apportionment

| Municipality | Apportionment % | Water Quality 2024 Cost Apportioning | Associated Communications | Total 2024 Cost Apportioning |
|----------------------------------|-----------------|--------------------------------------|---------------------------|------------------------------|
| Municipality of Arran-Elderslie | 2.4902 | \$2,324 | \$177 | \$2,500 |
| Municipality of Brockton | 8.5850 | \$8,011 | \$610 | \$8,620 |
| Township of Chatsworth | 2.9709 | \$2,772 | \$211 | \$2,983 |
| Municipality of Grey Highlands | 4.3118 | \$4,023 | \$306 | \$4,329 |
| Town of Hanover | 6.4869 | \$6,053 | \$461 | \$6,514 |
| Township of Howick | 0.2677 | \$250 | \$19 | \$269 |
| Township of Huron-Kinloss | 5.5435 | \$5,173 | \$394 | \$5,566 |
| Municipality of Kincardine | 17.4085 | \$16,244 | \$1,236 | \$17,480 |
| Town of Minto | 2.7199 | \$2,538 | \$193 | \$2,731 |
| Municipality of Morris-Turnberry | 0.1906 | \$178 | \$14 | \$191 |
| Town of Saugeen Shores | 21.1168 | \$19,704 | \$1,499 | \$21,203 |
| Municipality of South Bruce | 4.8778 | \$4,551 | \$346 | \$4,898 |
| Township of Southgate | 7.1145 | \$6,639 | \$505 | \$7,144 |
| Township of Wellington North | 3.9272 | \$3,664 | \$279 | \$3,943 |
| Municipality of West Grey | 11.9887 | \$11,187 | \$851 | \$12,038 |
| TOTAL | 100.00% | \$93,311 | \$7,101 | \$100,411 |

Schedule 'D'

Saugeen Conservation Authority Board of Directors Motion to Execute Category 3 Agreements Pertaining to the Water Quality Program

November 30th, 2023

Motion # G23-113

THAT the SVCA Board of Directors authorizes staff to proceed with execution of all fifteen Category 3 Agreements pertaining to the Water Quality Program and associated communications, on behalf of the Authority.

Moved by: Jennifer Prenger, SVCA Director, Municipality of Kincardine.

Seconded by: Sue Paterson, SVCA Director, Town of Hanover.

CARRIED.

SAUGEEN VALLEY CONSERVATION AUTHORITY



Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)



Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors



TOWNSHIP OF CHATSWORTH
316837 Highway 6, RR 1
Chatsworth, Ontario N0H 1G0
Telephone 519-794-3232 – Fax 519-794-4499

October 23, 2023

By Email Only: a.richards@svca.on.ca

Saugeen Valley Conservation Authority
1078 Bruce Road 12
Box 150
Formosa Ontario
N0G 1W0

Attention: Ashley Richards, Communications Coordinator

Re: Apportionment Agreement with Saugeen Valley Conservation Authority

Please be advised at Township of Chatsworth Council held on August 16, 2023 the following resolution was carried:

THAT CAO Clerk's Report 2023-38 regarding a draft Agreement with Saugeen Valley Conservation Authority be hereby received for information; and FURTHER THAT Committee of the Whole recommend to Council the approval of the draft agreement with Saugeen Valley Conservation Authority and that Staff be directed to prepare a by-law to authorize execution of the agreement.

Further, please be advised at Township of Chatsworth Council held on September 6, 2023 the following resolution was carried:

THAT the following by-laws be taken as read a third time, signed by the Mayor and Clerk and sealed with the Corporate Seal:

- By-law 2023-47 Being a By-law to authorize the Mayor and CAO Clerk to sign an Apportionment Agreement for Category 3 Services between The Corporation of the Township of Chatsworth and Saugeen Valley Conservation Authority

Should you require additional information please contact the undersigned.

Sincerely,

Tyler Zamostny
Clerk's and Planning Assistant

Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 19th day of October, 2023 (the "Effective Date").

BETWEEN:

THE MUNICIPALITY OF GREY HIGHLANDS

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "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 SVCA,

AND WHEREAS under the Act, Category 3 programs and services deemed advisable by the SVCA 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 SVCA 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 programs and services provided, other than mandatory programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the non-mandatory Category 3 programs and 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 SVCA for the delivery of Category 3 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:

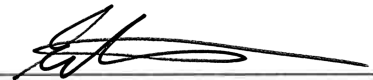
1. This Agreement shall commence on the Effective Date and shall continue for five (5) years (the "Initial Term"). Thereafter, this Agreement shall continue for additional five-year periods (each a "Renewal Term") unless either party provides written notice of termination to the other party at least 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. SVCA 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 Category 3 programs and services identified in Schedule 'A' shall also be included in a Watershed-Based Resource Management Strategy that the SVCA is required to develop and implement under the Act.
5. SVCA will not add to or delete from the list of Category 3 programs and services funded through municipal apportionment without first consulting with all participating municipalities. Any such change would require an amendment to this Agreement agreed to in writing by all participating municipalities.
6. The costs associated with the Category 3 programs and services subject to this Agreement shall be reviewed by the participating municipalities on an annual basis as part of the SVCA budget and apportionment process.

7. When preparing its annual budget, SVCA shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act, including preparation of a draft budget, consultations with participating municipalities, rules for voting to approve the apportionment, and preparation of the final budget.
8. SVCA's final approved budget shall be appended annually as Schedule 'B' to the Agreement.
9. SVCA 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 SVCA'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 programs and services are included in the budget process and apportionment, SVCA 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 SVCA may, where applicable, charge a fee (user fee) for a Category 3 program or service provided under this Agreement by the SVCA. 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 SVCA'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 SVCA and the Participating Municipality.
14. SVCA 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 SVCA 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 SVCA 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.

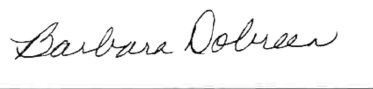
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

SAUGEEN VALLEY CONSERVATION AUTHORITY

Per: 

Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)

Per: 

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

THE MUNICIPALITY OF GREY HIGHLANDS

Per: 

Name: Paul McQueen

Title: Mayor

Per: 

Name: Raylene Martell

Title: Clerk

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

Service Area 1 – Water Quality Program

SVCA diligently conducts stream water quality monitoring at 14 locations within the watershed through the Provincial Water Quality Monitoring Network. Given the extensive expanse of the watershed and the constrained number of sampling locations under the Provincial Water Quality Monitoring Network, there were information voids. To ameliorate these deficits, SVCA instituted an in-house monitoring program in 2012, augmenting the network with an additional 15 monitoring sites distributed throughout the watershed. In concert, these programs yield the fundamental data indispensable for understanding the water quality status across the watershed.

Furthermore, SVCA has instituted a biomonitoring network encompassing twenty (20) water quality monitoring sites. Biomonitoring entails the utilization of organisms to evaluate environmental conditions, specifically water quality in this context. By monitoring benthic organisms, those that reside at the bottom of rivers and streams and possess specific tolerance thresholds for water quality conditions, SVCA can validate water chemistry findings through the biological data amassed at various locations throughout the watershed, thereby depicting a comprehensive characterization of water quality conditions.

Watershed Report Cards are developed every five (5) years using guidelines from Conservation Ontario. The Watershed Report Card is an excellent tool for conservation authorities to inform watershed residents about the health of their watershed in an easy-to-understand format. These Watershed Report Cards are a Category 3 Program using information collected directly from the two water quality monitoring programs described above.

The annual operating funds allocated for sustaining these water quality programs amount to \$119,050 for the year 2023. A business case, substantiating the perpetuation of these water quality programs, accompanies this Agreement.

Service Area 2 – Public Awareness and Communications for Non-Mandatory Programs and Services

SVCA's Communications, Community Outreach, and Public Awareness programming serve as instrumental tools in disseminating awareness pertaining to SVCA's array of programs and services. A considerable portion of this programming is financed in its entirety through the municipal levy, as it is primarily oriented towards mandatory programs and services (Category 1). However, an allocation of time and resources will be dedicated to buttress the non-mandatory components of the water quality monitoring program. For the year 2023, the operating funding budgeted for sustaining public awareness and communications specific to water quality monitoring programming stands at \$7,100.

Schedule 'B' – 2024 SVCA Budget



2024 Corporate Services Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|-----------------------------|--|---|---|----------|-------------|-------------|-----------|
| Administration, Finance, HR | Corporate services | Administrative, human resources, employee health and safety, 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 the CA. | Enabling Service | 1 | \$708,500 | \$841,800 | No |
| | Financial services | Accounting and payroll. | Enabling Service | 1 | | | No |
| | Legal expenses | Costs related to agreements/contracts, administrative by-law updates or other similar legal expenses. | Enabling Service | 1 | | | No |
| | Governance | Supporting CA Board of Directors, Advisory Committees, and the office of the GM/S-T. | Enabling Service | 1 | | | No |
| | Asset management | Asset management planning, facilities, fleet, and property management. | Enabling Service | 1 | | | No |
| Communications | Natural hazards communications, outreach, and education | Promoting public awareness of natural hazards including flooding, drought, and erosion. Inclusive of public events, materials, social media services, and general media relations. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | \$125,000 | \$127,200 | No |
| | Communications and marketing | General communications and marketing support for the CA. | Enabling Service | 1 | | | No |
| | Education and community events | Public education, community event development, execution, and support. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | | | No |
| | Public awareness and communications | General communications, marketing and awareness campaigns for non-mandatory programs and services (support for private forestry/planting, education, stewardship). | CAA s.21(1)(q) | 3 | \$7,100 | \$7,100 | Yes |
| Environmental Education | Curriculum delivery | Program development and delivery. | CAA s.21(1)(a) & (q) | 3 | \$94,550 | \$0 | Yes |
| | Day camp programming | Program development and execution for summer and PA Day camp programs. | CAA s.21(1)(a) & (q) | 3 | | | Yes |
| | Day camp programming | Program development and execution for summer day camp programs with the Town of Hanover. | CAA s.21(1)(a) & (q) | 2 | \$6,300 | \$0 | Yes |
| GIS/IT/IM | Information technology & management / GIS | Data management, records retention. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.1(3) | 1 | \$179,600 | \$199,800 | No |
| | Natural hazards technical Studies and information management | Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.5(1)1 Reg. 686/21 s.9(1)2 | 1 | | | No |
| | | | | TOTAL | \$1,121,050 | \$1,175,900 | |

| Category of Program or Service – Corporate Services | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$928,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$928,800 |

2024 Environmental Planning and Regulations Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|------------------------|--|--|-----------------|----------|-------------|-------------|-----------|
| Environmental Planning | Section 28.1 - permit administration and compliance activities | Reviewing and processing permit applications, associated technical reports, conducting site inspections, communication with applicants, agents, and consultants. Investigation and enforcement of regulatory compliance. | Reg. 686/21 s.8 | 1 | \$1,184,300 | \$1,132,300 | No |
| | Review under other legislation | Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Section 28 permit requirements. | Reg. 686/21 s.6 | 1 | | | No |
| | Municipal plan input and review | Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Condominium, Site Plan Approvals, Consents, Minor Variances, etc.) and input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of MNDMNRF. | Reg. 686/21 s.7 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | | | | TOTAL | \$1,184,300 | \$1,132,300 | |

| Category of Program or Service – Environmental Planning & Regulations | 2024 Levy Cost |
|---|-----------------|
| Category 1: Mandatory Programs and Services | \$31,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$31,800 |

2024 Forestry and Lands Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|--------------------|--|--|----------------------|----------|-------------|-------------|-----------|
| Conservation Lands | Strategy for CA owned or controlled lands and management plans | Guiding principles, objectives, including for an authority's land acquisition and disposition strategy, land use categories on conservation authority owned land, recommended management principles for different land categories. | Reg. 686/21 s.9(1)1 | 1 | \$43,500 | \$43,500 | No |
| | Development and maintenance of a land inventory | Development and maintenance of an inventory of every parcel of land that the Authority owns or controls including, location, surveys, site plans, maps, acquisition date, and how the parcel was acquired. | Reg. 686/21 s.9(1)3 | 1 | \$43,500 | \$43,500 | No |
| | Section 29 Minister's regulation for CAs | Conservation areas enforcement and compliance. | Reg. 686/21 s.9(1)4 | 1 | \$501,900 | \$564,925 | No |
| | Management, operation, and maintenance of CA owned lands | Management and maintenance of CA owned lands including stewardship, restoration, and ecological monitoring. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Passive recreation use, infrastructure and management planning | Management and maintenance of CA owned recreational assets including trails, parking, washroom facilities, pavilions, and other capital assets. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Land acquisition and disposition policy | The development of one or more policies governing land acquisitions and land dispositions. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Forestry – hazard tree and biodiversity management | Management of hazard/diseased trees and the management of biodiversity and invasive species on CA owned lands. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Campgrounds on CA owned land | Management, operation, and maintenance of campgrounds on CA owned land. | CAA s. 21(1)(m) | 3 | \$1,199,480 | \$979,600 | No |
| | Land acquisition and disposition | Acquisition and management of lands containing important natural heritage features or strategically aligned with existing CA land holdings. Disposition of lands considered surplus to the vision, mandate, and strategic goals of the CA. | CAA s.21(1)(c) | 3 | Variable | Variable | Yes |
| | Land lease and agreement management | Management of current and future land leases and property agreements. These leases and agreements help drive land-based revenues to offset the costs associated with management and maintenance of CA land holdings. | CAA s.21(1)(c) & (d) | 3 | \$20,300 | \$25,100 | No |
| Forestry | Forestry – forest management operations on CA owned lands | Forestry services, planting and/or woodlot management on CA owned land. | Reg. 686/21 s.9(1)2 | 1 | \$214,580 | \$303,600 | No |
| | Forestry – for private landowners | Forestry services and/or woodlot management for private landowners. Reforestation, tree sales, management planning, MFTIP, advice, tree marking. | CAA s.21(1)(g) & (o) | 3 | \$194,000 | \$225,000 | No |
| Stewardship | Watershed stewardship and restoration | Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners. | CAA s.21(1)(g) & (o) | 3 | \$1,870 | \$0 | Yes |
| Fleet | Fleet | Management and maintenance of CA fleet. | Enabling service | 1 | \$181,000 | \$285,500 | No |
| | | | | TOTAL | \$2,400,130 | \$2,470,725 | |

| Category of Program or Service – Forestry and Lands | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$885,825 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$885,825 |

2024 Water Resources Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|---|---|---|--|----------|-------------|-------------|-----------|
| Core Watershed Based Resource Management Strategy | Develop and implement a strategy for the CA | Collate/compile existing resource management plans, watershed plans, studies, and data. Strategy development. Implementation and reporting. | Reg. 686/21 s.8, Reg. 686/21 s.12(1)3, Reg. 686/21 s.12(4) | 1 | - | - | No |
| Water Management | Ice management plan | Determine how ice within the jurisdiction may increase the risk of natural hazards. Outline risk mitigation. Develop and implement plan. | Reg. 686/21 s. 4 | 1 | - | - | No |
| | Water and erosion infrastructure asset management plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | - | - | No |
| | Flood forecasting and warning | Daily data collection and monitoring of weather forecasts, provincial & local water level forecasts and watershed conditions; including flood event forecasting. Flood warning and communications. Maintenance of equipment. | Reg. 686/21 s.2 | 1 | \$275,800 | \$271,050 | No |
| | Low water response | Conditions monitoring/analysis. Technical & administrative support to the Water Response Team. | Reg. 686/21 s.3 | 1 | \$926,750 | \$743,900 | No |
| | Water and erosion infrastructure operational plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | | | No |
| | Flood and erosion control infrastructure | Maintenance and inspection on flood and erosion control structures, as required. Including projects dependent on Water and Erosion Control Infrastructure (WECI) funding from the province and from municipal partners. | Reg. 686/21 s.5 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | Category 2 programs and services | Programs and services provided by a CA on behalf of a municipality. | Reg. 687/21 | 2 | | | \$0 |
| Drinking Water Source Protection | Source protection authority role as set out in the <i>Clean Water Act</i> | Source Protection Area and Region liaison, technical support, support to the source protection committee, preparation of reports and attendance at meetings, activities required by the <i>Clean Water Act, 2006</i> and its regulations. | Reg. 686/21 s.13 | 1 | \$6,450 | \$6,450 | No |
| Watershed Monitoring | Provincial Water Quality Monitoring Network (PWQMN) | 50+ year CA/MECP partnership for stream water quality monitoring. CA takes water samples; MECP does lab analysis and data management. | Reg. 686/21 s.12(1)2, Reg. 686/21 s.12(3) | 1 | \$30,000 | \$30,240 | No |
| | Provincial Groundwater Monitoring Network (PGMN) | 20+ year CA/MECP partnership for groundwater level and quality monitoring. CA maintains equipment, data transfer to MECP, water sampling; MECP provides equipment, standards, data management. | Reg. 686/21 s.12(1)1 Reg. 686/21 s.12(2) | 1 | | | No |
| | SVCA Water Quality Monitoring Network – chemistry | Surface water quality sampling and reporting over 15 sites. | CAA s.21(1)(a) | 3 | \$119,050 | \$93,310 | Yes |
| | SVCA Water Quality Monitoring Network - benthic | Benthic collection and reporting at 20 sites. 20+ year CA/MECP partnership in the Ontario Benthos Biomonitoring Network. | CAA s.21(1)(a) | 3 | | | Yes |
| | Conservation Ontario Watershed Report Cards | A plain language, data driven reporting document released every 5 years describing watershed conditions in a CA. | CAA s.21(1)(a) | 3 | | | Yes |
| TOTAL | | | | | \$1,358,050 | \$1,172,740 | |

| Category of Program or Service – Water Resources | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$441,046 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$441,046 |

2024 Saugeen Valley Conservation Authority Budget

| Category of Program or Service – Summary | Levy | Self Generated | Reserves | Cost Apportioning | Special Levy | Other |
|--|--------------------|--------------------|------------------|-------------------|------------------|------------------|
| Category 1: Mandatory Programs and Services | \$2,287,471 | \$1,561,910 | \$221,586 | \$0 | \$302,948 | \$219,850 |
| Category 2: Non-mandated program or service delivered to municipality through an agreement | \$0 | \$0 | \$0 | \$0 | \$43,100 | \$0 |
| Category 3: Programs and services are cost-apportioned with municipalities | \$0 | \$1,187,400 | \$68,600 | \$100,410 | \$0 | \$0 |
| TOTAL | \$2,287,471 | \$2,749,310 | \$290,186 | \$100,410 | \$346,048 | \$219,850 |
| TOTAL 2024 BUDGET | \$5,993,275 | | | | | |

Schedule 'C' – Category 3 Cost Apportionment

| Municipality | Apportionment % | Water Quality 2024 Cost Apportioning | Associated Communications | Total 2024 Cost Apportioning |
|----------------------------------|-----------------|--------------------------------------|---------------------------|------------------------------|
| Municipality of Arran-Elderslie | 2.4902 | \$2,324 | \$177 | \$2,500 |
| Municipality of Brockton | 8.5850 | \$8,011 | \$610 | \$8,620 |
| Township of Chatsworth | 2.9709 | \$2,772 | \$211 | \$2,983 |
| Municipality of Grey Highlands | 4.3118 | \$4,023 | \$306 | \$4,329 |
| Town of Hanover | 6.4869 | \$6,053 | \$461 | \$6,514 |
| Township of Howick | 0.2677 | \$250 | \$19 | \$269 |
| Township of Huron-Kinloss | 5.5435 | \$5,173 | \$394 | \$5,566 |
| Municipality of Kincardine | 17.4085 | \$16,244 | \$1,236 | \$17,480 |
| Town of Minto | 2.7199 | \$2,538 | \$193 | \$2,731 |
| Municipality of Morris-Turnberry | 0.1906 | \$178 | \$14 | \$191 |
| Town of Saugeen Shores | 21.1168 | \$19,704 | \$1,499 | \$21,203 |
| Municipality of South Bruce | 4.8778 | \$4,551 | \$346 | \$4,898 |
| Township of Southgate | 7.1145 | \$6,639 | \$505 | \$7,144 |
| Township of Wellington North | 3.9272 | \$3,664 | \$279 | \$3,943 |
| Municipality of West Grey | 11.9887 | \$11,187 | \$851 | \$12,038 |
| TOTAL | 100.00% | \$93,311 | \$7,101 | \$100,411 |

Schedule 'D'

Saugeen Conservation Authority Board of Directors Motion to Execute Category 3 Agreements Pertaining to the Water Quality Program

November 30th, 2023

Motion # G23-113

THAT the SVCA Board of Directors authorizes staff to proceed with execution of all fifteen Category 3 Agreements pertaining to the Water Quality Program and associated communications, on behalf of the Authority.

Moved by: Jennifer Prenger, SVCA Director, Municipality of Kincardine.

Seconded by: Sue Paterson, SVCA Director, Town of Hanover.

CARRIED.

SAUGEEN VALLEY CONSERVATION AUTHORITY



Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)



Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors



Municipality of Grey Highlands

206 Toronto St. S., Unit 1
Markdale, ON N0C 1H0

GreyHighlands.ca

Re: Municipal Cost Apportionment Agreement with Saugeen Valley
Conservation Authority

2023-729

Dane Nielsen - Paul Allen

**That Council receive report CAO.23.05 for information; and
That Council delegate the authority to staff in relation to negotiating
the necessary agreement with Saugeen Valley Conservation
Authority for the delivery of programs and services, including
Category 3 programs and services for the Municipality of Grey
Highlands in accordance with Ontario Regulation 687/21; and
That staff be given the authority to execute an agreement with
Saugeen Valley Conservation Authority in the same manner.
CARRIED.**

Schedule 'E'

Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 30th day of November, 2023 (the "**Effective Date**").

BETWEEN:

THE TOWN OF HANOVER

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "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 SVCA,

AND WHEREAS under the Act, Category 3 programs and services deemed advisable by the SVCA 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 SVCA 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 programs and services provided, other than mandatory programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the non-mandatory Category 3 programs and 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 SVCA for the delivery of Category 3 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:

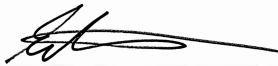
1. This Agreement shall commence on the Effective Date and shall continue for five (5) years (the "Initial Term"). Thereafter, this Agreement shall continue for additional five-year periods (each a "Renewal Term") unless either party provides written notice of termination to the other party at least 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. SVCA 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 Category 3 programs and services identified in Schedule 'A' shall also be included in a Watershed-Based Resource Management Strategy that the SVCA is required to develop and implement under the Act.
5. SVCA will not add to or delete from the list of Category 3 programs and services funded through municipal apportionment without first consulting with all participating municipalities. Any such change would require an amendment to this Agreement agreed to in writing by all participating municipalities.
6. The costs associated with the Category 3 programs and services subject to this Agreement shall be reviewed by the participating municipalities on an annual basis as part of the SVCA budget and apportionment process.

7. When preparing its annual budget, SVCA shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act, including preparation of a draft budget, consultations with participating municipalities, rules for voting to approve the apportionment, and preparation of the final budget.
8. SVCA's final approved budget shall be appended annually as Schedule 'B' to the Agreement.
9. SVCA 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 SVCA'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 programs and services are included in the budget process and apportionment, SVCA 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 SVCA may, where applicable, charge a fee (user fee) for a Category 3 program or service provided under this Agreement by the SVCA. 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 SVCA'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 SVCA and the Participating Municipality.
14. SVCA 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.
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20. The resolution of Council from the Participating Municipality to execute this Agreement shall be included as Schedule 'E' to this Agreement.
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IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

SAUGEEN VALLEY CONSERVATION AUTHORITY

Per: 

Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)

Per: 

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

THE TOWN OF HANOVER

Per:



Name: Sue Paterson

Title: Mayor

Per: 

Name: Vicki McDonald

Title: Clerk

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

Service Area 1 – Water Quality Program

SVCA diligently conducts stream water quality monitoring at 14 locations within the watershed through the Provincial Water Quality Monitoring Network. Given the extensive expanse of the watershed and the constrained number of sampling locations under the Provincial Water Quality Monitoring Network, there were information voids. To ameliorate these deficits, SVCA instituted an in-house monitoring program in 2012, augmenting the network with an additional 15 monitoring sites distributed throughout the watershed. In concert, these programs yield the fundamental data indispensable for understanding the water quality status across the watershed.

Furthermore, SVCA has instituted a biomonitoring network encompassing twenty (20) water quality monitoring sites. Biomonitoring entails the utilization of organisms to evaluate environmental conditions, specifically water quality in this context. By monitoring benthic organisms, those that reside at the bottom of rivers and streams and possess specific tolerance thresholds for water quality conditions, SVCA can validate water chemistry findings through the biological data amassed at various locations throughout the watershed, thereby depicting a comprehensive characterization of water quality conditions.

Watershed Report Cards are developed every five (5) years using guidelines from Conservation Ontario. The Watershed Report Card is an excellent tool for conservation authorities to inform watershed residents about the health of their watershed in an easy-to-understand format. These Watershed Report Cards are a Category 3 Program using information collected directly from the two water quality monitoring programs described above.

The draft annual operating funds allocated for sustaining these water quality programs amount to \$93,311 for the year 2024. A business case, substantiating the perpetuation of these water quality programs, accompanies this Agreement.

Service Area 2 – Public Awareness and Communications for Non-Mandatory Programs and Services

SVCA's Communications, Community Outreach, and Public Awareness programming serve as instrumental tools in disseminating awareness pertaining to SVCA's array of programs and services. A considerable portion of this programming is financed in its entirety through the municipal levy, as it is primarily oriented towards mandatory programs and services (Category 1). However, an allocation of time and resources will be dedicated to buttress the non-

mandatory components of the water quality monitoring program. For the year 2023, the operating funding budgeted for sustaining public awareness and communications specific to water quality monitoring programming stands at \$7,100.

Schedule 'B' – 2024 SVCA Budget



2024 Corporate Services Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|-----------------------------|--|---|---|----------|-------------|-------------|-----------|
| Administration, Finance, HR | Corporate services | Administrative, human resources, employee health and safety, 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 the CA. | Enabling Service | 1 | \$708,500 | \$841,800 | No |
| | Financial services | Accounting and payroll. | Enabling Service | 1 | | | No |
| | Legal expenses | Costs related to agreements/contracts, administrative by-law updates or other similar legal expenses. | Enabling Service | 1 | | | No |
| | Governance | Supporting CA Board of Directors, Advisory Committees, and the office of the GM/S-T. | Enabling Service | 1 | | | No |
| | Asset management | Asset management planning, facilities, fleet, and property management. | Enabling Service | 1 | | | No |
| Communications | Natural hazards communications, outreach, and education | Promoting public awareness of natural hazards including flooding, drought, and erosion. Inclusive of public events, materials, social media services, and general media relations. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | \$125,000 | \$127,200 | No |
| | Communications and marketing | General communications and marketing support for the CA. | Enabling Service | 1 | | | No |
| | Education and community events | Public education, community event development, execution, and support. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | | | No |
| | Public awareness and communications | General communications, marketing and awareness campaigns for non-mandatory programs and services (support for private forestry/planting, education, stewardship). | CAA s.21(1)(q) | 3 | \$7,100 | \$7,100 | Yes |
| Environmental Education | Curriculum delivery | Program development and delivery. | CAA s.21(1)(a) & (g) | 3 | \$94,550 | \$0 | Yes |
| | Day camp programming | Program development and execution for summer and PA Day camp programs. | CAA s.21(1)(a) & (g) | 3 | | | Yes |
| | Day camp programming | Program development and execution for summer day camp programs with the Town of Hanover. | CAA s.21(1)(a) & (g) | 2 | \$6,300 | \$0 | Yes |
| GIS/IT/IM | Information technology & management / GIS | Data management, records retention. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.1(3) | 1 | \$179,600 | \$199,800 | No |
| | Natural hazards technical Studies and information management | Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.5(1)1 Reg. 686/21 s.9(1)2 | 1 | | | No |
| | | | | TOTAL | \$1,121,050 | \$1,175,900 | |

| Category of Program or Service – Corporate Services | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$928,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$928,800 |

2024 Environmental Planning and Regulations Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|------------------------|--|--|-----------------|----------|-------------|-------------|-----------|
| Environmental Planning | Section 28.1 - permit administration and compliance activities | Reviewing and processing permit applications, associated technical reports, conducting site inspections, communication with applicants, agents, and consultants. Investigation and enforcement of regulatory compliance. | Reg. 686/21 s.8 | 1 | \$1,184,300 | \$1,132,300 | No |
| | Review under other legislation | Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Section 28 permit requirements. | Reg. 686/21 s.6 | 1 | | | No |
| | Municipal plan input and review | Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Condominium, Site Plan Approvals, Consents, Minor Variances, etc.) and input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of MNDMNRF. | Reg. 686/21 s.7 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | | | | TOTAL | \$1,184,300 | \$1,132,300 | |

| Category of Program or Service – Environmental Planning & Regulations | 2024 Levy Cost |
|---|-----------------|
| Category 1: Mandatory Programs and Services | \$31,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$31,800 |

2024 Forestry and Lands Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|--------------------|--|--|----------------------|----------|-------------|-------------|-----------|
| Conservation Lands | Strategy for CA owned or controlled lands and management plans | Guiding principles, objectives, including for an authority's land acquisition and disposition strategy, land use categories on conservation authority owned land, recommended management principles for different land categories. | Reg. 686/21 s.9(1)1 | 1 | \$43,500 | \$43,500 | No |
| | Development and maintenance of a land inventory | Development and maintenance of an inventory of every parcel of land that the Authority owns or controls including, location, surveys, site plans, maps, acquisition date, and how the parcel was acquired. | Reg. 686/21 s.9(1)3 | 1 | \$43,500 | \$43,500 | No |
| | Section 29 Minister's regulation for CAs | Conservation areas enforcement and compliance. | Reg. 686/21 s.9(1)4 | 1 | \$501,900 | \$564,925 | No |
| | Management, operation, and maintenance of CA owned lands | Management and maintenance of CA owned lands including stewardship, restoration, and ecological monitoring. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Passive recreation use, infrastructure and management planning | Management and maintenance of CA owned recreational assets including trails, parking, washroom facilities, pavilions, and other capital assets. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Land acquisition and disposition policy | The development of one or more policies governing land acquisitions and land dispositions. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Forestry – hazard tree and biodiversity management | Management of hazard/diseased trees and the management of biodiversity and invasive species on CA owned lands. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Campgrounds on CA owned land | Management, operation, and maintenance of campgrounds on CA owned land. | CAA s. 21(1)(m) | 3 | \$1,199,480 | \$979,600 | No |
| | Land acquisition and disposition | Acquisition and management of lands containing important natural heritage features or strategically aligned with existing CA land holdings. Disposition of lands considered surplus to the vision, mandate, and strategic goals of the CA. | CAA s.21(1)(c) | 3 | Variable | Variable | Yes |
| | Land lease and agreement management | Management of current and future land leases and property agreements. These leases and agreements help drive land-based revenues to offset the costs associated with management and maintenance of CA land holdings. | CAA s.21(1)(c) & (d) | 3 | \$20,300 | \$25,100 | No |
| Forestry | Forestry – forest management operations on CA owned lands | Forestry services, planting and/or woodlot management on CA owned land. | Reg. 686/21 s.9(1)2 | 1 | \$214,580 | \$303,600 | No |
| | Forestry – for private landowners | Forestry services and/or woodlot management for private landowners. Reforestation, tree sales, management planning, MFTIP, advice, tree marking. | CAA s.21(1)(g) & (o) | 3 | \$194,000 | \$225,000 | No |
| Stewardship | Watershed stewardship and restoration | Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners. | CAA s.21(1)(g) & (o) | 3 | \$1,870 | \$0 | Yes |
| Fleet | Fleet | Management and maintenance of CA fleet. | Enabling service | 1 | \$181,000 | \$285,500 | No |
| | | | | TOTAL | \$2,400,130 | \$2,470,725 | |

| Category of Program or Service – Forestry and Lands | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$885,825 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$885,825 |

2024 Water Resources Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|---|---|---|--|----------|-------------|-------------|-----------|
| Core Watershed Based Resource Management Strategy | Develop and implement a strategy for the CA | Collate/compile existing resource management plans, watershed plans, studies, and data. Strategy development. Implementation and reporting. | Reg. 686/21 s.8, Reg. 686/21 s.12(1)3, Reg. 686/21 s.12(4) | 1 | - | - | No |
| Water Management | Ice management plan | Determine how ice within the jurisdiction may increase the risk of natural hazards. Outline risk mitigation. Develop and implement plan. | Reg. 686/21 s. 4 | 1 | - | - | No |
| | Water and erosion infrastructure asset management plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | - | - | No |
| | Flood forecasting and warning | Daily data collection and monitoring of weather forecasts, provincial & local water level forecasts and watershed conditions; including flood event forecasting. Flood warning and communications. Maintenance of equipment. | Reg. 686/21 s.2 | 1 | \$275,800 | \$271,050 | No |
| | Low water response | Conditions monitoring/analysis. Technical & administrative support to the Water Response Team. | Reg. 686/21 s.3 | 1 | \$926,750 | \$743,900 | No |
| | Water and erosion infrastructure operational plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | | | No |
| | Flood and erosion control infrastructure | Maintenance and inspection on flood and erosion control structures, as required. Including projects dependent on Water and Erosion Control Infrastructure (WECI) funding from the province and from municipal partners. | Reg. 686/21 s.5 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | Category 2 programs and services | Programs and services provided by a CA on behalf of a municipality. | Reg. 687/21 | 2 | | | \$0 |
| Drinking Water Source Protection | Source protection authority role as set out in the <i>Clean Water Act</i> | Source Protection Area and Region liaison, technical support, support to the source protection committee, preparation of reports and attendance at meetings, activities required by the <i>Clean Water Act, 2006</i> and its regulations. | Reg. 686/21 s.13 | 1 | \$6,450 | \$6,450 | No |
| Watershed Monitoring | Provincial Water Quality Monitoring Network (PWQMN) | 50+ year CA/MECP partnership for stream water quality monitoring. CA takes water samples; MECP does lab analysis and data management. | Reg. 686/21 s.12(1)2, Reg. 686/21 s.12(3) | 1 | \$30,000 | \$30,240 | No |
| | Provincial Groundwater Monitoring Network (PGMN) | 20+ year CA/MECP partnership for groundwater level and quality monitoring. CA maintains equipment, data transfer to MECP, water sampling; MECP provides equipment, standards, data management. | Reg. 686/21 s.12(1)1 Reg. 686/21 s.12(2) | 1 | | | No |
| | SVCA Water Quality Monitoring Network – chemistry | Surface water quality sampling and reporting over 15 sites. | CAA s.21(1)(a) | 3 | \$119,050 | \$93,310 | Yes |
| | SVCA Water Quality Monitoring Network - benthic | Benthic collection and reporting at 20 sites. 20+ year CA/MECP partnership in the Ontario Benthos Biomonitoring Network. | CAA s.21(1)(a) | 3 | | | Yes |
| | Conservation Ontario Watershed Report Cards | A plain language, data driven reporting document released every 5 years describing watershed conditions in a CA. | CAA s.21(1)(a) | 3 | | | Yes |
| TOTAL | | | | | \$1,358,050 | \$1,172,740 | |

| Category of Program or Service – Water Resources | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$441,046 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$441,046 |

2024 Saugeen Valley Conservation Authority Budget

| Category of Program or Service – Summary | Levy | Self Generated | Reserves | Cost Apportioning | Special Levy | Other |
|--|--------------------|--------------------|------------------|-------------------|------------------|------------------|
| Category 1: Mandatory Programs and Services | \$2,287,471 | \$1,561,910 | \$221,586 | \$0 | \$302,948 | \$219,850 |
| Category 2: Non-mandated program or service delivered to municipality through an agreement | \$0 | \$0 | \$0 | \$0 | \$43,100 | \$0 |
| Category 3: Programs and services are cost-apportioned with municipalities | \$0 | \$1,187,400 | \$68,600 | \$100,410 | \$0 | \$0 |
| TOTAL | \$2,287,471 | \$2,749,310 | \$290,186 | \$100,410 | \$346,048 | \$219,850 |
| TOTAL 2024 BUDGET | \$5,993,275 | | | | | |

Schedule 'C' – Category 3 Cost Apportionment

| Municipality | Apportionment % | Water Quality 2024 Cost Apportioning | Associated Communications | Total 2024 Cost Apportioning |
|----------------------------------|-----------------|--------------------------------------|---------------------------|------------------------------|
| Municipality of Arran-Elderslie | 2.4902 | \$2,324 | \$177 | \$2,500 |
| Municipality of Brockton | 8.5850 | \$8,011 | \$610 | \$8,620 |
| Township of Chatsworth | 2.9709 | \$2,772 | \$211 | \$2,983 |
| Municipality of Grey Highlands | 4.3118 | \$4,023 | \$306 | \$4,329 |
| Town of Hanover | 6.4869 | \$6,053 | \$461 | \$6,514 |
| Township of Howick | 0.2677 | \$250 | \$19 | \$269 |
| Township of Huron-Kinloss | 5.5435 | \$5,173 | \$394 | \$5,566 |
| Municipality of Kincardine | 17.4085 | \$16,244 | \$1,236 | \$17,480 |
| Town of Minto | 2.7199 | \$2,538 | \$193 | \$2,731 |
| Municipality of Morris-Turnberry | 0.1906 | \$178 | \$14 | \$191 |
| Town of Saugeen Shores | 21.1168 | \$19,704 | \$1,499 | \$21,203 |
| Municipality of South Bruce | 4.8778 | \$4,551 | \$346 | \$4,898 |
| Township of Southgate | 7.1145 | \$6,639 | \$505 | \$7,144 |
| Township of Wellington North | 3.9272 | \$3,664 | \$279 | \$3,943 |
| Municipality of West Grey | 11.9887 | \$11,187 | \$851 | \$12,038 |
| TOTAL | 100.00% | \$93,311 | \$7,101 | \$100,411 |

Schedule 'D'

Saugeen Conservation Authority Board of Directors Motion to Execute Category 3 Agreements Pertaining to the Water Quality Program

November 30th, 2023

Motion # G23-113

THAT the SVCA Board of Directors authorizes staff to proceed with execution of all fifteen Category 3 Agreements pertaining to the Water Quality Program and associated communications, on behalf of the Authority.

Moved by: Jennifer Prenger, SVCA Director, Municipality of Kincardine.

Seconded by: Sue Paterson, SVCA Director, Town of Hanover.

CARRIED.

SAUGEEN VALLEY CONSERVATION AUTHORITY



Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)



Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors



**Resolution Page
Committee of the Whole**

Resolution Number 168-23

Title: Report CAO-14-23 - SVCA Category 3 Agreement

Date: Monday, November 6, 2023

Moved by COUNCILLOR HOCKING

Seconded by COUNCILLOR KOEBEL

That Report CAO-14-23 SVCA Category 3 Agreement be received and;

That Council authorize the Mayor and CAO to enter into a Category 3 Programs and Services Agreement with Saugeen Valley Conservation Authority.

CARRIED

A handwritten signature in black ink that reads "Susan Paterson".

Mayor Sue Paterson

Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 7th day of November 2023 (the "**Effective Date**").

BETWEEN:

THE TOWNSHIP OF HOWICK

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "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 SVCA,

AND WHEREAS under the Act, Category 3 programs and services deemed advisable by the SVCA 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 SVCA 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,

7. When preparing its annual budget, SVCA shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act, including preparation of a draft budget, consultations with participating municipalities, rules for voting to approve the apportionment, and preparation of the final budget.
8. SVCA's final approved budget shall be appended annually as Schedule 'B' to the Agreement.
9. SVCA 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 SVCA'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 programs and services are included in the budget process and apportionment, SVCA 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 SVCA may, where applicable, charge a fee (user fee) for a Category 3 program or service provided under this Agreement by the SVCA. 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 SVCA'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 SVCA and the Participating Municipality.
14. SVCA and the Participating Municipality will strive to facilitate open and timely communication at all levels.

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

SAUGEEN VALLEY CONSERVATION AUTHORITY

Per: 

Name: Erik Downing


Title: General Manager/Secretary-Treasurer (Acting)

Per: 

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

THE TOWNSHIP OF HOWICK

Per: 

Name: Doug Harding

Title: Reeve

Per: 

Name: Caitlin Gillis

Title: Clerk Administrator

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

Service Area 1 – Water Quality Program

SVCA diligently conducts stream water quality monitoring at 14 locations within the watershed through the Provincial Water Quality Monitoring Network. Given the extensive expanse of the watershed and the constrained number of sampling locations under the Provincial Water Quality Monitoring Network, there were information voids. To ameliorate these deficits, SVCA instituted an in-house monitoring program in 2012, augmenting the network with an additional 15 monitoring sites distributed throughout the watershed. In concert, these programs yield the fundamental data indispensable for understanding the water quality status across the watershed.

Furthermore, SVCA has instituted a biomonitoring network encompassing twenty (20) water quality monitoring sites. Biomonitoring entails the utilization of organisms to evaluate environmental conditions, specifically water quality in this context. By monitoring benthic organisms, those that reside at the bottom of rivers and streams and possess specific tolerance thresholds for water quality conditions, SVCA can validate water chemistry findings through the biological data amassed at various locations throughout the watershed, thereby depicting a comprehensive characterization of water quality conditions.

Watershed Report Cards are developed every five (5) years using guidelines from Conservation Ontario. The Watershed Report Card is an excellent tool for conservation authorities to inform watershed residents about the health of their watershed in an easy-to-understand format. These Watershed Report Cards are a Category 3 Program using information collected directly from the two water quality monitoring programs described above.

The annual operating funds allocated for sustaining these water quality programs amount to \$119,050 for the year 2023. A business case, substantiating the perpetuation of these water quality programs, accompanies this Agreement.

Service Area 2 – Public Awareness and Communications for Non-Mandatory Programs and Services

SVCA's Communications, Community Outreach, and Public Awareness programming serve as instrumental tools in disseminating awareness pertaining to SVCA's array of programs and services. A considerable portion of this programming is financed in its entirety through the municipal levy, as it is primarily oriented towards mandatory programs and services (Category 1). However, an allocation of time and resources will be dedicated to buttress the non-mandatory components of the water quality monitoring program. For the year 2023, the operating funding budgeted for sustaining public awareness and communications specific to water quality monitoring programming stands at \$7,100.

Schedule 'B' – 2024 SVCA Budget



2024 Corporate Services Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|-----------------------------|--|---|---|----------|-------------|-------------|-----------|
| Administration, Finance, HR | Corporate services | Administrative, human resources, employee health and safety, 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 the CA. | Enabling Service | 1 | \$708,500 | \$841,800 | No |
| | Financial services | Accounting and payroll. | Enabling Service | 1 | | | No |
| | Legal expenses | Costs related to agreements/contracts, administrative by-law updates or other similar legal expenses. | Enabling Service | 1 | | | No |
| | Governance | Supporting CA Board of Directors, Advisory Committees, and the office of the GM/S-T. | Enabling Service | 1 | | | No |
| | Asset management | Asset management planning, facilities, fleet, and property management. | Enabling Service | 1 | | | No |
| Communications | Natural hazards communications, outreach, and education | Promoting public awareness of natural hazards including flooding, drought, and erosion. Inclusive of public events, materials, social media services, and general media relations. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | \$125,000 | \$127,200 | No |
| | Communications and marketing | General communications and marketing support for the CA. | Enabling Service | 1 | | | No |
| | Education and community events | Public education, community event development, execution, and support. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | | | No |
| | Public awareness and communications | General communications, marketing and awareness campaigns for non-mandatory programs and services (support for private forestry/planting, education, stewardship). | CAA s.21(1)(q) | 3 | \$7,100 | \$7,100 | Yes |
| Environmental Education | Curriculum delivery | Program development and delivery. | CAA s.21(1)(a) & (q) | 3 | \$94,550 | \$0 | Yes |
| | Day camp programming | Program development and execution for summer and PA Day camp programs. | CAA s.21(1)(a) & (q) | 3 | | | Yes |
| | Day camp programming | Program development and execution for summer day camp programs with the Town of Hanover. | CAA s.21(1)(a) & (q) | 2 | \$6,300 | \$0 | Yes |
| GIS/IT/IM | Information technology & management / GIS | Data management, records retention. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.1(3) | 1 | \$179,600 | \$199,800 | No |
| | Natural hazards technical Studies and information management | Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.5(1)1 Reg. 686/21 s.9(1)2 | 1 | | | No |
| | | | | TOTAL | \$1,121,050 | \$1,175,900 | |

| Category of Program or Service – Corporate Services | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$928,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$928,800 |

2024 Environmental Planning and Regulations Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|------------------------|--|--|-----------------|----------|-------------|-------------|-----------|
| Environmental Planning | Section 28.1 - permit administration and compliance activities | Reviewing and processing permit applications, associated technical reports, conducting site inspections, communication with applicants, agents, and consultants. Investigation and enforcement of regulatory compliance. | Reg. 686/21 s.8 | 1 | \$1,184,300 | \$1,132,300 | No |
| | Review under other legislation | Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Section 28 permit requirements. | Reg. 686/21 s.6 | 1 | | | No |
| | Municipal plan input and review | Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Condominium, Site Plan Approvals, Consents, Minor Variances, etc.) and input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of MNDMNRF. | Reg. 686/21 s.7 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | | | | TOTAL | \$1,184,300 | \$1,132,300 | |

| Category of Program or Service – Environmental Planning & Regulations | 2024 Levy Cost |
|---|-----------------|
| Category 1: Mandatory Programs and Services | \$31,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$31,800 |

2024 Forestry and Lands Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|--------------------|--|--|----------------------|----------|-------------|-------------|-----------|
| Conservation Lands | Strategy for CA owned or controlled lands and management plans | Guiding principles, objectives, including for an authority's land acquisition and disposition strategy, land use categories on conservation authority owned land, recommended management principles for different land categories. | Reg. 686/21 s.9(1)1 | 1 | \$43,500 | \$43,500 | No |
| | Development and maintenance of a land inventory | Development and maintenance of an inventory of every parcel of land that the Authority owns or controls including, location, surveys, site plans, maps, acquisition date, and how the parcel was acquired. | Reg. 686/21 s.9(1)3 | 1 | \$43,500 | \$43,500 | No |
| | Section 29 Minister's regulation for CAs | Conservation areas enforcement and compliance. | Reg. 686/21 s.9(1)4 | 1 | \$501,900 | \$564,925 | No |
| | Management, operation, and maintenance of CA owned lands | Management and maintenance of CA owned lands including stewardship, restoration, and ecological monitoring. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Passive recreation use, infrastructure and management planning | Management and maintenance of CA owned recreational assets including trails, parking, washroom facilities, pavilions, and other capital assets. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Land acquisition and disposition policy | The development of one or more policies governing land acquisitions and land dispositions. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Forestry – hazard tree and biodiversity management | Management of hazard/diseased trees and the management of biodiversity and invasive species on CA owned lands. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Campgrounds on CA owned land | Management, operation, and maintenance of campgrounds on CA owned land. | CAA s. 21(1)(m) | 3 | \$1,199,480 | \$979,600 | No |
| | Land acquisition and disposition | Acquisition and management of lands containing important natural heritage features or strategically aligned with existing CA land holdings. Disposition of lands considered surplus to the vision, mandate, and strategic goals of the CA. | CAA s.21(1)(c) | 3 | Variable | Variable | Yes |
| | Land lease and agreement management | Management of current and future land leases and property agreements. These leases and agreements help drive land-based revenues to offset the costs associated with management and maintenance of CA land holdings. | CAA s.21(1)(c) & (d) | 3 | \$20,300 | \$25,100 | No |
| Forestry | Forestry – forest management operations on CA owned lands | Forestry services, planting and/or woodlot management on CA owned land. | Reg. 686/21 s.9(1)2 | 1 | \$214,580 | \$303,600 | No |
| | Forestry – for private landowners | Forestry services and/or woodlot management for private landowners. Reforestation, tree sales, management planning, MFTIP, advice, tree marking. | CAA s.21(1)(g) & (o) | 3 | \$194,000 | \$225,000 | No |
| Stewardship | Watershed stewardship and restoration | Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners. | CAA s.21(1)(g) & (o) | 3 | \$1,870 | \$0 | Yes |
| Fleet | Fleet | Management and maintenance of CA fleet. | Enabling service | 1 | \$181,000 | \$285,500 | No |
| | | | | TOTAL | \$2,400,130 | \$2,470,725 | |

| Category of Program or Service – Forestry and Lands | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$885,825 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$885,825 |

2024 Water Resources Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|---|---|---|--|----------|-------------|-------------|-----------|
| Core Watershed Based Resource Management Strategy | Develop and implement a strategy for the CA | Collate/compile existing resource management plans, watershed plans, studies, and data. Strategy development. Implementation and reporting. | Reg. 686/21 s.8, Reg. 686/21 s.12(1)3, Reg. 686/21 s.12(4) | 1 | - | - | No |
| Water Management | Ice management plan | Determine how ice within the jurisdiction may increase the risk of natural hazards. Outline risk mitigation. Develop and implement plan. | Reg. 686/21 s. 4 | 1 | - | - | No |
| | Water and erosion infrastructure asset management plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | - | - | No |
| | Flood forecasting and warning | Daily data collection and monitoring of weather forecasts, provincial & local water level forecasts and watershed conditions; including flood event forecasting. Flood warning and communications. Maintenance of equipment. | Reg. 686/21 s.2 | 1 | \$275,800 | \$271,050 | No |
| | Low water response | Conditions monitoring/analysis. Technical & administrative support to the Water Response Team. | Reg. 686/21 s.3 | 1 | \$926,750 | \$743,900 | No |
| | Water and erosion infrastructure operational plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | | | No |
| | Flood and erosion control infrastructure | Maintenance and inspection on flood and erosion control structures, as required. Including projects dependent on Water and Erosion Control Infrastructure (WECI) funding from the province and from municipal partners. | Reg. 686/21 s.5 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | Category 2 programs and services | Programs and services provided by a CA on behalf of a municipality. | Reg. 687/21 | 2 | | | \$0 |
| Drinking Water Source Protection | Source protection authority role as set out in the <i>Clean Water Act</i> | Source Protection Area and Region liaison, technical support, support to the source protection committee, preparation of reports and attendance at meetings, activities required by the <i>Clean Water Act, 2006</i> and its regulations. | Reg. 686/21 s.13 | 1 | \$6,450 | \$6,450 | No |
| Watershed Monitoring | Provincial Water Quality Monitoring Network (PWQMN) | 50+ year CA/MECP partnership for stream water quality monitoring. CA takes water samples; MECP does lab analysis and data management. | Reg. 686/21 s.12(1)2, Reg. 686/21 s.12(3) | 1 | \$30,000 | \$30,240 | No |
| | Provincial Groundwater Monitoring Network (PGMN) | 20+ year CA/MECP partnership for groundwater level and quality monitoring. CA maintains equipment, data transfer to MECP, water sampling; MECP provides equipment, standards, data management. | Reg. 686/21 s.12(1)1 Reg. 686/21 s.12(2) | 1 | | | No |
| | SVCA Water Quality Monitoring Network – chemistry | Surface water quality sampling and reporting over 15 sites. | CAA s.21(1)(a) | 3 | \$119,050 | \$93,310 | Yes |
| | SVCA Water Quality Monitoring Network - benthic | Benthic collection and reporting at 20 sites. 20+ year CA/MECP partnership in the Ontario Benthos Biomonitoring Network. | CAA s.21(1)(a) | 3 | | | Yes |
| | Conservation Ontario Watershed Report Cards | A plain language, data driven reporting document released every 5 years describing watershed conditions in a CA. | CAA s.21(1)(a) | 3 | | | Yes |
| TOTAL | | | | | \$1,358,050 | \$1,172,740 | |

| Category of Program or Service – Water Resources | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$441,046 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$441,046 |

2024 Saugeen Valley Conservation Authority Budget

| Category of Program or Service – Summary | Levy | Self Generated | Reserves | Cost Apportioning | Special Levy | Other |
|--|--------------------|--------------------|------------------|-------------------|------------------|------------------|
| Category 1: Mandatory Programs and Services | \$2,287,471 | \$1,561,910 | \$221,586 | \$0 | \$302,948 | \$219,850 |
| Category 2: Non-mandated program or service delivered to municipality through an agreement | \$0 | \$0 | \$0 | \$0 | \$43,100 | \$0 |
| Category 3: Programs and services are cost-apportioned with municipalities | \$0 | \$1,187,400 | \$68,600 | \$100,410 | \$0 | \$0 |
| TOTAL | \$2,287,471 | \$2,749,310 | \$290,186 | \$100,410 | \$346,048 | \$219,850 |
| TOTAL 2024 BUDGET | \$5,993,275 | | | | | |

Schedule 'C' – Category 3 Cost Apportionment

| Municipality | Apportionment % | Water Quality 2024 Cost Apportioning | Associated Communications | Total 2024 Cost Apportioning |
|----------------------------------|-----------------|--------------------------------------|---------------------------|------------------------------|
| Municipality of Arran-Elderslie | 2.4902 | \$2,324 | \$177 | \$2,500 |
| Municipality of Brockton | 8.5850 | \$8,011 | \$610 | \$8,620 |
| Township of Chatsworth | 2.9709 | \$2,772 | \$211 | \$2,983 |
| Municipality of Grey Highlands | 4.3118 | \$4,023 | \$306 | \$4,329 |
| Town of Hanover | 6.4869 | \$6,053 | \$461 | \$6,514 |
| Township of Howick | 0.2677 | \$250 | \$19 | \$269 |
| Township of Huron-Kinloss | 5.5435 | \$5,173 | \$394 | \$5,566 |
| Municipality of Kincardine | 17.4085 | \$16,244 | \$1,236 | \$17,480 |
| Town of Minto | 2.7199 | \$2,538 | \$193 | \$2,731 |
| Municipality of Morris-Turnberry | 0.1906 | \$178 | \$14 | \$191 |
| Town of Saugeen Shores | 21.1168 | \$19,704 | \$1,499 | \$21,203 |
| Municipality of South Bruce | 4.8778 | \$4,551 | \$346 | \$4,898 |
| Township of Southgate | 7.1145 | \$6,639 | \$505 | \$7,144 |
| Township of Wellington North | 3.9272 | \$3,664 | \$279 | \$3,943 |
| Municipality of West Grey | 11.9887 | \$11,187 | \$851 | \$12,038 |
| TOTAL | 100.00% | \$93,311 | \$7,101 | \$100,411 |

Schedule 'D'

Saugeen Conservation Authority Board of Directors Motion to Execute Category 3 Agreements Pertaining to the Water Quality Program

November 30th, 2023

Motion # G23-113

THAT the SVCA Board of Directors authorizes staff to proceed with execution of all fifteen Category 3 Agreements pertaining to the Water Quality Program and associated communications, on behalf of the Authority.

Moved by: Jennifer Prenger, SVCA Director, Municipality of Kincardine.

Seconded by: Sue Paterson, SVCA Director, Town of Hanover.

CARRIED.

SAUGEEN VALLEY CONSERVATION AUTHORITY



Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)



Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

October 23, 2023

Attention: Saugeen Valley Conservation Authority

RE: Category 3 Cost Apportioning Agreement

Please be advised that at their meeting held on October 3, 2023, the Council of the Township of Howick passed the following resolution:

Resolution No. 349-23

Moved by: Councillor Rognvaldson

Seconded by: Councillor Grimes

That the Council of the Township of Howick hereby receives report ADM-2023-32 – SVCA Category Three Services Agreement, for information purposes;

And Further That Council approve the Category 3 Cost Apportioning Agreement with SVCA and authorize the Clerk-Administrator and Reeve to execute the agreement upon receipt of the final version from SVCA.

Carried.

If you require any additional information, please do not hesitate to contact my office.

Sincerely,



Caitlin Gillis
Clerk-Administrator
Township of Howick
clerk@howick.ca
519-335-3208 ext, 2



1078 Bruce Road 12 | P.O. Box 150 | Formosa ON
Canada | N0G 1W0 | 519-364-1255
www.saugeenconservation.ca
publicinfo@svca.on.ca

Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 30th day of November, 2023 (the "**Effective Date**").

BETWEEN:

THE TOWNSHIP OF HURON-KINLOSS

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "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 SVCA,

AND WHEREAS under the Act, Category 3 programs and services deemed advisable by the SVCA 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 SVCA 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 programs and services provided, other than mandatory programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the non-mandatory Category 3 programs and 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 SVCA for the delivery of Category 3 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:

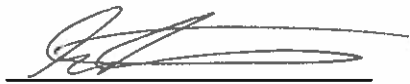
1. This Agreement shall commence on the Effective Date and shall continue for five (5) years (the "Initial Term"). Thereafter, this Agreement shall continue for additional five-year periods (each a "Renewal Term") unless either party provides written notice of termination to the other party at least 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. SVCA 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 Category 3 programs and services identified in Schedule 'A' shall also be included in a Watershed-Based Resource Management Strategy that the SVCA is required to develop and implement under the Act.
5. SVCA will not add to or delete from the list of Category 3 programs and services funded through municipal apportionment without first consulting with all participating municipalities. Any such change would require an amendment to this Agreement agreed to in writing by all participating municipalities.
6. The costs associated with the Category 3 programs and services subject to this Agreement shall be reviewed by the participating municipalities on an annual basis as part of the SVCA budget and apportionment process.

7. When preparing its annual budget, SVCA shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act, including preparation of a draft budget, consultations with participating municipalities, rules for voting to approve the apportionment, and preparation of the final budget.
8. SVCA's final approved budget shall be appended annually as Schedule 'B' to the Agreement.
9. SVCA 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 SVCA'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 programs and services are included in the budget process and apportionment, SVCA 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 SVCA may, where applicable, charge a fee (user fee) for a Category 3 program or service provided under this Agreement by the SVCA. 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 SVCA'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 SVCA and the Participating Municipality.
14. SVCA 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 SVCA 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 SVCA 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.


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

SAUGEEN VALLEY CONSERVATION AUTHORITY

Per: 

Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)

Per: 

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

THE TOWNSHIP OF HURON-KINLOSS

Per: 

Name: Don Murray

Title: Mayor

Per: 

Name: Jennifer White

Title: Clerk

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

Service Area 1 – Water Quality Program

SVCA diligently conducts stream water quality monitoring at 14 locations within the watershed through the Provincial Water Quality Monitoring Network. Given the extensive expanse of the watershed and the constrained number of sampling locations under the Provincial Water Quality Monitoring Network, there were information voids. To ameliorate these deficits, SVCA instituted an in-house monitoring program in 2012, augmenting the network with an additional 15 monitoring sites distributed throughout the watershed. In concert, these programs yield the fundamental data indispensable for understanding the water quality status across the watershed.

Furthermore, SVCA has instituted a biomonitoring network encompassing twenty (20) water quality monitoring sites. Biomonitoring entails the utilization of organisms to evaluate environmental conditions, specifically water quality in this context. By monitoring benthic organisms, those that reside at the bottom of rivers and streams and possess specific tolerance thresholds for water quality conditions, SVCA can validate water chemistry findings through the biological data amassed at various locations throughout the watershed, thereby depicting a comprehensive characterization of water quality conditions.

Watershed Report Cards are developed every five (5) years using guidelines from Conservation Ontario. The Watershed Report Card is an excellent tool for conservation authorities to inform watershed residents about the health of their watershed in an easy-to-understand format. These Watershed Report Cards are a Category 3 Program using information collected directly from the two water quality monitoring programs described above.

The annual operating funds allocated for sustaining these water quality programs amount to \$119,050 for the year 2023. A business case, substantiating the perpetuation of these water quality programs, accompanies this Agreement.

Service Area 2 – Public Awareness and Communications for Non-Mandatory Programs and Services

SVCA's Communications, Community Outreach, and Public Awareness programming serve as instrumental tools in disseminating awareness pertaining to SVCA's array of programs and services. A considerable portion of this programming is financed in its entirety through the municipal levy, as it is primarily oriented towards mandatory programs and services (Category 1). However, an allocation of time and resources will be dedicated to buttress the non-mandatory components of the water quality monitoring program. For the year 2023, the operating funding budgeted for sustaining public awareness and communications specific to water quality monitoring programming stands at \$7,100.

Schedule 'B' – 2024 SVCA Budget



2024 Corporate Services Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|-----------------------------|--|---|---|----------|-------------|-------------|-----------|
| Administration, Finance, HR | Corporate services | Administrative, human resources, employee health and safety, 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 the CA. | Enabling Service | 1 | \$708,500 | \$841,800 | No |
| | Financial services | Accounting and payroll. | Enabling Service | 1 | | | No |
| | Legal expenses | Costs related to agreements/contracts, administrative by-law updates or other similar legal expenses. | Enabling Service | 1 | | | No |
| | Governance | Supporting CA Board of Directors, Advisory Committees, and the office of the GM/S-T. | Enabling Service | 1 | | | No |
| | Asset management | Asset management planning, facilities, fleet, and property management. | Enabling Service | 1 | | | No |
| Communications | Natural hazards communications, outreach, and education | Promoting public awareness of natural hazards including flooding, drought, and erosion. Inclusive of public events, materials, social media services, and general media relations. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | \$125,000 | \$127,200 | No |
| | Communications and marketing | General communications and marketing support for the CA. | Enabling Service | 1 | | | No |
| | Education and community events | Public education, community event development, execution, and support. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | | | No |
| | Public awareness and communications | General communications, marketing and awareness campaigns for non-mandatory programs and services (support for private forestry/planting, education, stewardship). | CAA s.21(1)(q) | 3 | \$7,100 | \$7,100 | Yes |
| Environmental Education | Curriculum delivery | Program development and delivery. | CAA s.21(1)(a) & (g) | 3 | \$94,550 | \$0 | Yes |
| | Day camp programming | Program development and execution for summer and PA Day camp programs. | CAA s.21(1)(a) & (g) | 3 | | | Yes |
| | Day camp programming | Program development and execution for summer day camp programs with the Town of Hanover. | CAA s.21(1)(a) & (g) | 2 | \$6,300 | \$0 | Yes |
| GIS/IT/IM | Information technology & management / GIS | Data management, records retention. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.1(3) | 1 | \$179,600 | \$199,800 | No |
| | Natural hazards technical Studies and information management | Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.5(1)1 Reg. 686/21 s.9(1)2 | 1 | | | No |
| | | | | TOTAL | \$1,121,050 | \$1,175,900 | |

| Category of Program or Service – Corporate Services | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$928,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$928,800 |

2024 Environmental Planning and Regulations Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|------------------------|--|--|-----------------|----------|-------------|-------------|-----------|
| Environmental Planning | Section 28.1 - permit administration and compliance activities | Reviewing and processing permit applications, associated technical reports, conducting site inspections, communication with applicants, agents, and consultants. Investigation and enforcement of regulatory compliance. | Reg. 686/21 s.8 | 1 | \$1,184,300 | \$1,132,300 | No |
| | Review under other legislation | Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Section 28 permit requirements. | Reg. 686/21 s.6 | 1 | | | No |
| | Municipal plan input and review | Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Condominium, Site Plan Approvals, Consents, Minor Variances, etc.) and input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of MNDMNRF. | Reg. 686/21 s.7 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | | | | TOTAL | \$1,184,300 | \$1,132,300 | |

| Category of Program or Service – Environmental Planning & Regulations | 2024 Levy Cost |
|---|-----------------|
| Category 1: Mandatory Programs and Services | \$31,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$31,800 |

2024 Forestry and Lands Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|--------------------|--|--|----------------------|----------|-------------|-------------|-----------|
| Conservation Lands | Strategy for CA owned or controlled lands and management plans | Guiding principles, objectives, including for an authority's land acquisition and disposition strategy, land use categories on conservation authority owned land, recommended management principles for different land categories. | Reg. 686/21 s.9(1)1 | 1 | \$43,500 | \$43,500 | No |
| | Development and maintenance of a land inventory | Development and maintenance of an inventory of every parcel of land that the Authority owns or controls including, location, surveys, site plans, maps, acquisition date, and how the parcel was acquired. | Reg. 686/21 s.9(1)3 | 1 | \$43,500 | \$43,500 | No |
| | Section 29 Minister's regulation for CAs | Conservation areas enforcement and compliance. | Reg. 686/21 s.9(1)4 | 1 | \$501,900 | \$564,925 | No |
| | Management, operation, and maintenance of CA owned lands | Management and maintenance of CA owned lands including stewardship, restoration, and ecological monitoring. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Passive recreation use, infrastructure and management planning | Management and maintenance of CA owned recreational assets including trails, parking, washroom facilities, pavilions, and other capital assets. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Land acquisition and disposition policy | The development of one or more policies governing land acquisitions and land dispositions. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Forestry – hazard tree and biodiversity management | Management of hazard/diseased trees and the management of biodiversity and invasive species on CA owned lands. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Campgrounds on CA owned land | Management, operation, and maintenance of campgrounds on CA owned land. | CAA s. 21(1)(m) | 3 | \$1,199,480 | \$979,600 | No |
| | Land acquisition and disposition | Acquisition and management of lands containing important natural heritage features or strategically aligned with existing CA land holdings. Disposition of lands considered surplus to the vision, mandate, and strategic goals of the CA. | CAA s.21(1)(c) | 3 | Variable | Variable | Yes |
| | Land lease and agreement management | Management of current and future land leases and property agreements. These leases and agreements help drive land-based revenues to offset the costs associated with management and maintenance of CA land holdings. | CAA s.21(1)(c) & (d) | 3 | \$20,300 | \$25,100 | No |
| Forestry | Forestry – forest management operations on CA owned lands | Forestry services, planting and/or woodlot management on CA owned land. | Reg. 686/21 s.9(1)2 | 1 | \$214,580 | \$303,600 | No |
| | Forestry – for private landowners | Forestry services and/or woodlot management for private landowners. Reforestation, tree sales, management planning, MFTIP, advice, tree marking. | CAA s.21(1)(g) & (o) | 3 | \$194,000 | \$225,000 | No |
| Stewardship | Watershed stewardship and restoration | Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners. | CAA s.21(1)(g) & (o) | 3 | \$1,870 | \$0 | Yes |
| Fleet | Fleet | Management and maintenance of CA fleet. | Enabling service | 1 | \$181,000 | \$285,500 | No |
| | | | | TOTAL | \$2,400,130 | \$2,470,725 | |

| Category of Program or Service – Forestry and Lands | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$885,825 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$885,825 |

2024 Water Resources Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|---|---|---|--|----------|-------------|-------------|-----------|
| Core Watershed Based Resource Management Strategy | Develop and implement a strategy for the CA | Collate/compile existing resource management plans, watershed plans, studies, and data. Strategy development. Implementation and reporting. | Reg. 686/21 s.8, Reg. 686/21 s.12(1)3, Reg. 686/21 s.12(4) | 1 | - | - | No |
| Water Management | Ice management plan | Determine how ice within the jurisdiction may increase the risk of natural hazards. Outline risk mitigation. Develop and implement plan. | Reg. 686/21 s. 4 | 1 | - | - | No |
| | Water and erosion infrastructure asset management plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | - | - | No |
| | Flood forecasting and warning | Daily data collection and monitoring of weather forecasts, provincial & local water level forecasts and watershed conditions; including flood event forecasting. Flood warning and communications. Maintenance of equipment. | Reg. 686/21 s.2 | 1 | \$275,800 | \$271,050 | No |
| | Low water response | Conditions monitoring/analysis. Technical & administrative support to the Water Response Team. | Reg. 686/21 s.3 | 1 | \$926,750 | \$743,900 | No |
| | Water and erosion infrastructure operational plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | | | No |
| | Flood and erosion control infrastructure | Maintenance and inspection on flood and erosion control structures, as required. Including projects dependent on Water and Erosion Control Infrastructure (WECI) funding from the province and from municipal partners. | Reg. 686/21 s.5 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | Category 2 programs and services | Programs and services provided by a CA on behalf of a municipality. | Reg. 687/21 | 2 | \$0 | \$27,790 | Yes |
| Drinking Water Source Protection | Source protection authority role as set out in the <i>Clean Water Act</i> | Source Protection Area and Region liaison, technical support, support to the source protection committee, preparation of reports and attendance at meetings, activities required by the <i>Clean Water Act, 2006</i> and its regulations. | Reg. 686/21 s.13 | 1 | \$6,450 | \$6,450 | No |
| Watershed Monitoring | Provincial Water Quality Monitoring Network (PWQMN) | 50+ year CA/MECP partnership for stream water quality monitoring. CA takes water samples; MECP does lab analysis and data management. | Reg. 686/21 s.12(1)2, Reg. 686/21 s.12(3) | 1 | \$30,000 | \$30,240 | No |
| | Provincial Groundwater Monitoring Network (PGMN) | 20+ year CA/MECP partnership for groundwater level and quality monitoring. CA maintains equipment, data transfer to MECP, water sampling; MECP provides equipment, standards, data management. | Reg. 686/21 s.12(1)1 Reg. 686/21 s.12(2) | 1 | | | No |
| | SVCA Water Quality Monitoring Network – chemistry | Surface water quality sampling and reporting over 15 sites. | CAA s.21(1)(a) | 3 | \$119,050 | \$93,310 | Yes |
| | SVCA Water Quality Monitoring Network - benthic | Benthic collection and reporting at 20 sites. 20+ year CA/MECP partnership in the Ontario Benthos Biomonitoring Network. | CAA s.21(1)(a) | 3 | | | Yes |
| | Conservation Ontario Watershed Report Cards | A plain language, data driven reporting document released every 5 years describing watershed conditions in a CA. | CAA s.21(1)(a) | 3 | | | Yes |
| TOTAL | | | | | \$1,358,050 | \$1,172,740 | |

| Category of Program or Service – Water Resources | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$441,046 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$441,046 |

2024 Saugeen Valley Conservation Authority Budget

| Category of Program or Service – Summary | Levy | Self Generated | Reserves | Cost Apportioning | Special Levy | Other |
|--|--------------------|--------------------|------------------|-------------------|------------------|------------------|
| Category 1: Mandatory Programs and Services | \$2,287,471 | \$1,561,910 | \$221,586 | \$0 | \$302,948 | \$219,850 |
| Category 2: Non-mandated program or service delivered to municipality through an agreement | \$0 | \$0 | \$0 | \$0 | \$43,100 | \$0 |
| Category 3: Programs and services are cost-apportioned with municipalities | \$0 | \$1,187,400 | \$68,600 | \$100,410 | \$0 | \$0 |
| TOTAL | \$2,287,471 | \$2,749,310 | \$290,186 | \$100,410 | \$346,048 | \$219,850 |
| TOTAL 2024 BUDGET | \$5,993,275 | | | | | |

Schedule 'C' – Category 3 Cost Apportionment

| Municipality | Apportionment % | Water Quality 2024 Cost Apportioning | Associated Communications | Total 2024 Cost Apportioning |
|----------------------------------|-----------------|--------------------------------------|---------------------------|------------------------------|
| Municipality of Arran-Elderslie | 2.4902 | \$2,324 | \$177 | \$2,500 |
| Municipality of Brockton | 8.5850 | \$8,011 | \$610 | \$8,620 |
| Township of Chatsworth | 2.9709 | \$2,772 | \$211 | \$2,983 |
| Municipality of Grey Highlands | 4.3118 | \$4,023 | \$306 | \$4,329 |
| Town of Hanover | 6.4869 | \$6,053 | \$461 | \$6,514 |
| Township of Howick | 0.2677 | \$250 | \$19 | \$269 |
| Township of Huron-Kinloss | 5.5435 | \$5,173 | \$394 | \$5,566 |
| Municipality of Kincardine | 17.4085 | \$16,244 | \$1,236 | \$17,480 |
| Town of Minto | 2.7199 | \$2,538 | \$193 | \$2,731 |
| Municipality of Morris-Turnberry | 0.1906 | \$178 | \$14 | \$191 |
| Town of Saugeen Shores | 21.1168 | \$19,704 | \$1,499 | \$21,203 |
| Municipality of South Bruce | 4.8778 | \$4,551 | \$346 | \$4,898 |
| Township of Southgate | 7.1145 | \$6,639 | \$505 | \$7,144 |
| Township of Wellington North | 3.9272 | \$3,664 | \$279 | \$3,943 |
| Municipality of West Grey | 11.9887 | \$11,187 | \$851 | \$12,038 |
| TOTAL | 100.00% | \$93,311 | \$7,101 | \$100,411 |

Schedule 'D'

Saugeen Conservation Authority Board of Directors Motion to Execute Category 3 Agreements Pertaining to the Water Quality Program

November 30th, 2023

Motion # G23-113

THAT the SVCA Board of Directors authorizes staff to proceed with execution of all fifteen Category 3 Agreements pertaining to the Water Quality Program and associated communications, on behalf of the Authority.

Moved by: Jennifer Prenger, SVCA Director, Municipality of Kincardine.

Seconded by: Sue Paterson, SVCA Director, Town of Hanover.

CARRIED.

SAUGEEN VALLEY CONSERVATION AUTHORITY



Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)



Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

The Corporation of the Township of Huron-Kinloss



SAUGEEN CONSERVATION

NOV 30 2023

RECEIVED

BY-LAW No.

2023 - 118

Being a By-Law to Authorize the Signing of an Agreement with the Saugeen Valley Conservation Authority for Cost Apportioning for Category 3 Programs in the Township of Huron-Kinloss

WHEREAS Section 8(1) and 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provide that 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 and to enhance the municipality's ability to respond to municipal issues and has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under this or any other Act;

AND WHEREAS the Saugeen Valley Conservation Authority (SVCA) 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 Township of Huron-Kinloss;

AND WHEREAS pursuant to Sections 25 and 27 of the *Conservation Authorities Act*, R.S.O. 1990 c. C.27 conservation authorities may enter into an Agreement to allow for the apportionment of costs to municipalities for programs and services provided, other than mandatory programs and services;

AND WHEREAS The Council for The Corporation of the Township of Huron-Kinloss deems it expedient to enter an agreement with Saugeen Valley Conservation Authority for cost apportioning for the delivery of Category 3 Programs per Report CLK-2023-10-60;

NOW THEREFORE the Council of The Corporation of the Township of Huron-Kinloss **ENACTS** as follows;

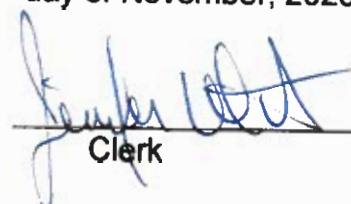
1. That the Corporation of the Township of Huron-Kinloss Council hereby enters into an Agreement with the Saugeen Valley Conservation Authority which is attached as Schedule "A" and forms part of this by-law.
2. That the Mayor and Clerk are hereby authorized to sign on behalf of the Council for The Corporation of the Township of Huron-Kinloss, any contracts and other documents required to authorize the agreement, and to affix the corporate seal of the Township of Huron-Kinloss.
3. That this by-law shall come into full force and effect upon its final passage.
4. That this by-law may be cited as the "SVCA Category 3 Services Agreement By-law".

READ a FIRST and SECOND TIME this 20th day of November, 2023.

READ a THIRD TIME and FINALLY PASSED this 20th day of November, 2023



Mayor



Clerk

Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 30 day of November, 2023 (the "**Effective Date**").

BETWEEN:

THE MUNICIPALITY OF KINCARDINE

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "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 SVCA,

AND WHEREAS under the Act, Category 3 programs and services deemed advisable by the SVCA 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 SVCA 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 programs and services provided, other than mandatory programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the non-mandatory Category 3 programs and 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 SVCA for the delivery of Category 3 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:

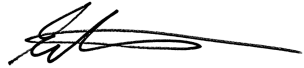
1. This Agreement shall commence on the Effective Date and shall continue for five (5) years (the "**Initial Term**"). Thereafter, this Agreement shall continue for additional five-year periods (each a "**Renewal Term**") unless either party provides written notice of termination to the other party at 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. SVCA 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 Category 3 programs and services identified in Schedule 'A' shall also be included in a Watershed-Based Resource Management Strategy that the SVCA is required to develop and implement under the Act.
5. SVCA will not add to or delete from the list of Category 3 programs and services funded through municipal apportionment without first consulting with all participating municipalities. Any such change would require an amendment to this Agreement agreed to in writing by all participating municipalities.
6. The costs associated with the Category 3 programs and services subject to this Agreement shall be reviewed by the participating municipalities on an annual basis as part of the SVCA budget and apportionment process.

7. When preparing its annual budget, SVCA shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act, including preparation of a draft budget, consultations with participating municipalities, rules for voting to approve the apportionment, and preparation of the final budget.
8. SVCA's final approved budget shall be appended annually as Schedule 'B' to the Agreement.
9. SVCA 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 SVCA'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 programs and services are included in the budget process and apportionment, SVCA 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 SVCA may, where applicable, charge a fee (user fee) for a Category 3 program or service provided under this Agreement by the SVCA. 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 SVCA'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 SVCA and the Participating Municipality.
14. SVCA 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 SVCA 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 SVCA 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.


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

SAUGEEN VALLEY CONSERVATION AUTHORITY

Per: 

Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)

Per: 

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

THE MUNICIPALITY OF KINCARDINE

Kenneth Craig
Signed with ConsignO Cloud (2023/10/05)
Verify with verifio.com or Adobe Reader. 
Per: _____

Name: Kenneth Craig

Title: Mayor

Jennifer Lawrie
Signed with ConsignO Cloud (2023/10/05)
Verify with verifio.com or Adobe Reader. 
Per: _____

Name: Jennifer Lawrie

Title: Manager of Legislative Services/Clerk

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

Service Area 1 – Water Quality Program

SVCA diligently conducts stream water quality monitoring at 14 locations within the watershed through the Provincial Water Quality Monitoring Network. Given the extensive expanse of the watershed and the constrained number of sampling locations under the Provincial Water Quality Monitoring Network, there were information voids. To ameliorate these deficits, SVCA instituted an in-house monitoring program in 2012, augmenting the network with an additional 15 monitoring sites distributed throughout the watershed. In concert, these programs yield the fundamental data indispensable for understanding the water quality status across the watershed.

Furthermore, SVCA has instituted a biomonitoring network encompassing twenty (20) water quality monitoring sites. Biomonitoring entails the utilization of organisms to evaluate environmental conditions, specifically water quality in this context. By monitoring benthic organisms, those that reside at the bottom of rivers and streams and possess specific tolerance thresholds for water quality conditions, SVCA can validate water chemistry findings through the biological data amassed at various locations throughout the watershed, thereby depicting a comprehensive characterization of water quality conditions.

Watershed Report Cards are developed every five (5) years using guidelines from Conservation Ontario. The Watershed Report Card is an excellent tool for conservation authorities to inform watershed residents about the health of their watershed in an easy-to-understand format. These Watershed Report Cards are a Category 3 Program using information collected directly from the two water quality monitoring programs described above.

The annual operating funds allocated for sustaining these water quality programs amount to \$119,050 for the year 2023. A business case, substantiating the perpetuation of these water quality programs, accompanies this Agreement.

Service Area 2 – Public Awareness and Communications for Non-Mandatory Programs and Services

SVCA's Communications, Community Outreach, and Public Awareness programming serve as instrumental tools in disseminating awareness pertaining to SVCA's array of programs and services. A considerable portion of this programming is financed in its entirety through the municipal levy, as it is primarily oriented towards mandatory programs and services (Category 1). However, an allocation of time and resources will be dedicated to buttress the non-mandatory components of the water quality monitoring program. For the year 2023, the operating funding budgeted for sustaining public awareness and communications specific to water quality monitoring programming stands at \$7,100.

Schedule 'B' – 2024 SVCA Budget



2024 Corporate Services Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|-----------------------------|--|---|---|----------|-------------|-------------|-----------|
| Administration, Finance, HR | Corporate services | Administrative, human resources, employee health and safety, 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 the CA. | Enabling Service | 1 | \$708,500 | \$841,800 | No |
| | Financial services | Accounting and payroll. | Enabling Service | 1 | | | No |
| | Legal expenses | Costs related to agreements/contracts, administrative by-law updates or other similar legal expenses. | Enabling Service | 1 | | | No |
| | Governance | Supporting CA Board of Directors, Advisory Committees, and the office of the GM/S-T. | Enabling Service | 1 | | | No |
| | Asset management | Asset management planning, facilities, fleet, and property management. | Enabling Service | 1 | | | No |
| Communications | Natural hazards communications, outreach, and education | Promoting public awareness of natural hazards including flooding, drought, and erosion. Inclusive of public events, materials, social media services, and general media relations. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | \$125,000 | \$127,200 | No |
| | Communications and marketing | General communications and marketing support for the CA. | Enabling Service | 1 | | | No |
| | Education and community events | Public education, community event development, execution, and support. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | | | No |
| | Public awareness and communications | General communications, marketing and awareness campaigns for non-mandatory programs and services (support for private forestry/planting, education, stewardship). | CAA s.21(1)(q) | 3 | \$7,100 | \$7,100 | Yes |
| Environmental Education | Curriculum delivery | Program development and delivery. | CAA s.21(1)(a) & (q) | 3 | \$94,550 | \$0 | Yes |
| | Day camp programming | Program development and execution for summer and PA Day camp programs. | CAA s.21(1)(a) & (q) | 3 | | | Yes |
| | Day camp programming | Program development and execution for summer day camp programs with the Town of Hanover. | CAA s.21(1)(a) & (q) | 2 | \$6,300 | \$0 | Yes |
| GIS/IT/IM | Information technology & management / GIS | Data management, records retention. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.1(3) | 1 | \$179,600 | \$199,800 | No |
| | Natural hazards technical Studies and information management | Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.5(1)1 Reg. 686/21 s.9(1)2 | 1 | | | No |
| | | | | TOTAL | \$1,121,050 | \$1,175,900 | |

| Category of Program or Service – Corporate Services | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$928,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$928,800 |

2024 Environmental Planning and Regulations Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|------------------------|--|--|-----------------|----------|-------------|-------------|-----------|
| Environmental Planning | Section 28.1 - permit administration and compliance activities | Reviewing and processing permit applications, associated technical reports, conducting site inspections, communication with applicants, agents, and consultants. Investigation and enforcement of regulatory compliance. | Reg. 686/21 s.8 | 1 | \$1,184,300 | \$1,132,300 | No |
| | Review under other legislation | Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Section 28 permit requirements. | Reg. 686/21 s.6 | 1 | | | No |
| | Municipal plan input and review | Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Condominium, Site Plan Approvals, Consents, Minor Variances, etc.) and input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of MNDMNRF. | Reg. 686/21 s.7 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | | | | TOTAL | \$1,184,300 | \$1,132,300 | |

| Category of Program or Service – Environmental Planning & Regulations | 2024 Levy Cost |
|---|-----------------|
| Category 1: Mandatory Programs and Services | \$31,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$31,800 |

2024 Forestry and Lands Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|--------------------|--|--|----------------------|----------|-------------|-------------|-----------|
| Conservation Lands | Strategy for CA owned or controlled lands and management plans | Guiding principles, objectives, including for an authority's land acquisition and disposition strategy, land use categories on conservation authority owned land, recommended management principles for different land categories. | Reg. 686/21 s.9(1)1 | 1 | \$43,500 | \$43,500 | No |
| | Development and maintenance of a land inventory | Development and maintenance of an inventory of every parcel of land that the Authority owns or controls including, location, surveys, site plans, maps, acquisition date, and how the parcel was acquired. | Reg. 686/21 s.9(1)3 | 1 | \$43,500 | \$43,500 | No |
| | Section 29 Minister's regulation for CAs | Conservation areas enforcement and compliance. | Reg. 686/21 s.9(1)4 | 1 | \$501,900 | \$564,925 | No |
| | Management, operation, and maintenance of CA owned lands | Management and maintenance of CA owned lands including stewardship, restoration, and ecological monitoring. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Passive recreation use, infrastructure and management planning | Management and maintenance of CA owned recreational assets including trails, parking, washroom facilities, pavilions, and other capital assets. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Land acquisition and disposition policy | The development of one or more policies governing land acquisitions and land dispositions. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Forestry – hazard tree and biodiversity management | Management of hazard/diseased trees and the management of biodiversity and invasive species on CA owned lands. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Campgrounds on CA owned land | Management, operation, and maintenance of campgrounds on CA owned land. | CAA s. 21(1)(m) | 3 | \$1,199,480 | \$979,600 | No |
| | Land acquisition and disposition | Acquisition and management of lands containing important natural heritage features or strategically aligned with existing CA land holdings. Disposition of lands considered surplus to the vision, mandate, and strategic goals of the CA. | CAA s.21(1)(c) | 3 | Variable | Variable | Yes |
| | Land lease and agreement management | Management of current and future land leases and property agreements. These leases and agreements help drive land-based revenues to offset the costs associated with management and maintenance of CA land holdings. | CAA s.21(1)(c) & (d) | 3 | \$20,300 | \$25,100 | No |
| Forestry | Forestry – forest management operations on CA owned lands | Forestry services, planting and/or woodlot management on CA owned land. | Reg. 686/21 s.9(1)2 | 1 | \$214,580 | \$303,600 | No |
| | Forestry – for private landowners | Forestry services and/or woodlot management for private landowners. Reforestation, tree sales, management planning, MFTIP, advice, tree marking. | CAA s.21(1)(g) & (o) | 3 | \$194,000 | \$225,000 | No |
| Stewardship | Watershed stewardship and restoration | Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners. | CAA s.21(1)(g) & (o) | 3 | \$1,870 | \$0 | Yes |
| Fleet | Fleet | Management and maintenance of CA fleet. | Enabling service | 1 | \$181,000 | \$285,500 | No |
| | | | | TOTAL | \$2,400,130 | \$2,470,725 | |

| Category of Program or Service – Forestry and Lands | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$885,825 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$885,825 |

2024 Water Resources Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|---|---|---|--|----------|--------------------|--------------------|-----------|
| Core Watershed Based Resource Management Strategy | Develop and implement a strategy for the CA | Collate/compile existing resource management plans, watershed plans, studies, and data. Strategy development. Implementation and reporting. | Reg. 686/21 s.8, Reg. 686/21 s.12(1)3, Reg. 686/21 s.12(4) | 1 | - | - | No |
| Water Management | Ice management plan | Determine how ice within the jurisdiction may increase the risk of natural hazards. Outline risk mitigation. Develop and implement plan. | Reg. 686/21 s. 4 | 1 | - | - | No |
| | Water and erosion infrastructure asset management plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | - | - | No |
| | Flood forecasting and warning | Daily data collection and monitoring of weather forecasts, provincial & local water level forecasts and watershed conditions; including flood event forecasting. Flood warning and communications. Maintenance of equipment. | Reg. 686/21 s.2 | 1 | \$275,800 | \$271,050 | No |
| | Low water response | Conditions monitoring/analysis. Technical & administrative support to the Water Response Team. | Reg. 686/21 s.3 | 1 | \$926,750 | \$743,900 | No |
| | Water and erosion infrastructure operational plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | | | No |
| | Flood and erosion control infrastructure | Maintenance and inspection on flood and erosion control structures, as required. Including projects dependent on Water and Erosion Control Infrastructure (WECI) funding from the province and from municipal partners. | Reg. 686/21 s.5 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | Category 2 programs and services | Programs and services provided by a CA on behalf of a municipality. | Reg. 687/21 | 2 | \$0 | \$27,790 | Yes |
| Drinking Water Source Protection | Source protection authority role as set out in the <i>Clean Water Act</i> | Source Protection Area and Region liaison, technical support, support to the source protection committee, preparation of reports and attendance at meetings, activities required by the <i>Clean Water Act, 2006</i> and its regulations. | Reg. 686/21 s.13 | 1 | \$6,450 | \$6,450 | No |
| Watershed Monitoring | Provincial Water Quality Monitoring Network (PWQMN) | 50+ year CA/MECP partnership for stream water quality monitoring. CA takes water samples; MECP does lab analysis and data management. | Reg. 686/21 s.12(1)2, Reg. 686/21 s.12(3) | 1 | \$30,000 | \$30,240 | No |
| | Provincial Groundwater Monitoring Network (PGMN) | 20+ year CA/MECP partnership for groundwater level and quality monitoring. CA maintains equipment, data transfer to MECP, water sampling; MECP provides equipment, standards, data management. | Reg. 686/21 s.12(1)1 Reg. 686/21 s.12(2) | 1 | | | No |
| | SVCA Water Quality Monitoring Network – chemistry | Surface water quality sampling and reporting over 15 sites. | CAA s.21(1)(a) | 3 | \$119,050 | \$93,310 | Yes |
| | SVCA Water Quality Monitoring Network - benthic | Benthic collection and reporting at 20 sites. 20+ year CA/MECP partnership in the Ontario Benthos Biomonitoring Network. | CAA s.21(1)(a) | 3 | | | Yes |
| | Conservation Ontario Watershed Report Cards | A plain language, data driven reporting document released every 5 years describing watershed conditions in a CA. | CAA s.21(1)(a) | 3 | | | Yes |
| TOTAL | | | | | \$1,358,050 | \$1,172,740 | |

| Category of Program or Service – Water Resources | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$441,046 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$441,046 |

2024 Saugeen Valley Conservation Authority Budget

| Category of Program or Service – Summary | Levy | Self Generated | Reserves | Cost Apportioning | Special Levy | Other |
|--|--------------------|--------------------|------------------|-------------------|------------------|------------------|
| Category 1: Mandatory Programs and Services | \$2,287,471 | \$1,561,910 | \$221,586 | \$0 | \$302,948 | \$219,850 |
| Category 2: Non-mandated program or service delivered to municipality through an agreement | \$0 | \$0 | \$0 | \$0 | \$43,100 | \$0 |
| Category 3: Programs and services are cost-apportioned with municipalities | \$0 | \$1,187,400 | \$68,600 | \$100,410 | \$0 | \$0 |
| TOTAL | \$2,287,471 | \$2,749,310 | \$290,186 | \$100,410 | \$346,048 | \$219,850 |
| TOTAL 2024 BUDGET | \$5,993,275 | | | | | |

Schedule 'C' – Category 3 Cost Apportionment

| Municipality | Apportionment % | Water Quality 2024 Cost Apportioning | Associated Communications | Total 2024 Cost Apportioning |
|----------------------------------|-----------------|--------------------------------------|---------------------------|------------------------------|
| Municipality of Arran-Elderslie | 2.4902 | \$2,324 | \$177 | \$2,500 |
| Municipality of Brockton | 8.5850 | \$8,011 | \$610 | \$8,620 |
| Township of Chatsworth | 2.9709 | \$2,772 | \$211 | \$2,983 |
| Municipality of Grey Highlands | 4.3118 | \$4,023 | \$306 | \$4,329 |
| Town of Hanover | 6.4869 | \$6,053 | \$461 | \$6,514 |
| Township of Howick | 0.2677 | \$250 | \$19 | \$269 |
| Township of Huron-Kinloss | 5.5435 | \$5,173 | \$394 | \$5,566 |
| Municipality of Kincardine | 17.4085 | \$16,244 | \$1,236 | \$17,480 |
| Town of Minto | 2.7199 | \$2,538 | \$193 | \$2,731 |
| Municipality of Morris-Turnberry | 0.1906 | \$178 | \$14 | \$191 |
| Town of Saugeen Shores | 21.1168 | \$19,704 | \$1,499 | \$21,203 |
| Municipality of South Bruce | 4.8778 | \$4,551 | \$346 | \$4,898 |
| Township of Southgate | 7.1145 | \$6,639 | \$505 | \$7,144 |
| Township of Wellington North | 3.9272 | \$3,664 | \$279 | \$3,943 |
| Municipality of West Grey | 11.9887 | \$11,187 | \$851 | \$12,038 |
| TOTAL | 100.00% | \$93,311 | \$7,101 | \$100,411 |

Schedule 'D'

Saugeen Conservation Authority Board of Directors Motion to Execute Category 3 Agreements Pertaining to the Water Quality Program

November 30th, 2023

Motion # G23-113

THAT the SVCA Board of Directors authorizes staff to proceed with execution of all fifteen Category 3 Agreements pertaining to the Water Quality Program and associated communications, on behalf of the Authority.

Moved by: Jennifer Prenger, SVCA Director, Municipality of Kincardine.

Seconded by: Sue Paterson, SVCA Director, Town of Hanover.

CARRIED.

SAUGEEN VALLEY CONSERVATION AUTHORITY



Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)



Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors



BY-LAW

NO. 2023 – 162

Being a By-law to Authorize an Agreement with Saugeen Valley Conservation Authority for Category 3 Programs and Services

Whereas Section 8 (1) and 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provide that 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 and to enhance the municipality's ability to respond to municipal issues and 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 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 programs and services provided, other than mandatory programs and services; and

Whereas the Corporation of The Municipality desires to enter into an Agreement with Saugeen Valley Conservation Authority for the Category 3 Programs and Services; now therefore be it

Resolved that the Council of The Corporation of the Municipality of Kincardine **Enacts** as follows:

1. That The Corporation of the Municipality of Kincardine enter into an Agreement with the Saugeen Valley Conservation Authority, in accordance with the terms and conditions outlined in the Agreement attached hereto as Schedule 'A' and forming part of this By-law.
2. That the Mayor and Clerk be authorized to sign and execute, on behalf of The Corporation of the Municipality of Kincardine, the Agreement with the Saugeen Valley Conservation Authority.
3. That this By-law shall come into full force and effect upon its final passage.
4. That this By-law be cited as "Saugeen Valley Conservation Authority Agreement (2023) By-law".

Read a First and Second Time this 27th day of September, 2023.

Read a Third Time and Finally Passed this 27th day of September, 2023.

Kenneth Craig

Signed with ConsignO Cloud (2023/09/28)
Verify with verifio.com or Adobe Reader.



Mayor

Tracey Guy

Signed with ConsignO Cloud (2023/09/29)
Verify with verifio.com or Adobe Reader.



Clerk

Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 30th day of November, 2023 (the "Effective Date").

BETWEEN:

THE TOWN OF MINTO

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "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 SVCA,

AND WHEREAS under the Act, Category 3 programs and services deemed advisable by the SVCA 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 SVCA 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 programs and services provided, other than mandatory programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the non-mandatory Category 3 programs and 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 SVCA for the delivery of Category 3 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. SVCA 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 Category 3 programs and services identified in Schedule 'A' shall also be included in a Watershed-Based Resource Management Strategy that the SVCA is required to develop and implement under the Act.
5. SVCA will not add to or delete from the list of Category 3 programs and services funded through municipal apportionment without first consulting with all participating municipalities. Any such change would require an amendment to this Agreement agreed to in writing by all participating municipalities.
6. The costs associated with the Category 3 programs and services subject to this Agreement shall be reviewed by the participating municipalities on an annual basis as part of the SVCA budget and apportionment process.

7. When preparing its annual budget, SVCA shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act, including preparation of a draft budget, consultations with participating municipalities, rules for voting to approve the apportionment, and preparation of the final budget.
8. SVCA's final approved budget shall be appended annually as Schedule 'B' to the Agreement.
9. SVCA 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 SVCA'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 programs and services are included in the budget process and apportionment, SVCA 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 SVCA may, where applicable, charge a fee (user fee) for a Category 3 program or service provided under this Agreement by the SVCA. 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 SVCA'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 SVCA and the Participating Municipality.
14. SVCA 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 SVCA 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 SVCA 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.

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

SAUGEEN VALLEY CONSERVATION AUTHORITY

Per: 

Name: Jennifer Stephens

Title: General Manager/Secretary-Treasurer

Per: 

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

THE TOWN OF MINTO

Per: 

Name: Dave Turton

Title: Mayor

Per: 

Name: Annilene McRobb

Title: Clerk

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

Service Area 1 – Water Quality Program

SVCA diligently conducts stream water quality monitoring at 14 locations within the watershed through the Provincial Water Quality Monitoring Network. Given the extensive expanse of the watershed and the constrained number of sampling locations under the Provincial Water Quality Monitoring Network, there were information voids. To ameliorate these deficits, SVCA instituted an in-house monitoring program in 2012, augmenting the network with an additional 15 monitoring sites distributed throughout the watershed. In concert, these programs yield the fundamental data indispensable for understanding the water quality status across the watershed.

Furthermore, SVCA has instituted a biomonitoring network encompassing twenty (20) water quality monitoring sites. Biomonitoring entails the utilization of organisms to evaluate environmental conditions, specifically water quality in this context. By monitoring benthic organisms, those that reside at the bottom of rivers and streams and possess specific tolerance thresholds for water quality conditions, SVCA can validate water chemistry findings through the biological data amassed at various locations throughout the watershed, thereby depicting a comprehensive characterization of water quality conditions.

Watershed Report Cards are developed every five (5) years using guidelines from Conservation Ontario. The Watershed Report Card is an excellent tool for conservation authorities to inform watershed residents about the health of their watershed in an easy-to-understand format. These Watershed Report Cards are a Category 3 Program using information collected directly from the two water quality monitoring programs described above.

The annual operating funds allocated for sustaining these water quality programs amount to \$119,050 for the year 2023. A business case, substantiating the perpetuation of these water quality programs, accompanies this Agreement.

Service Area 2 – Public Awareness and Communications for Non-Mandatory Programs and Services

SVCA's Communications, Community Outreach, and Public Awareness programming serve as instrumental tools in disseminating awareness pertaining to SVCA's array of programs and services. A considerable portion of this programming is financed in its entirety through the municipal levy, as it is primarily oriented towards mandatory programs and services (Category 1). However, an allocation of time and resources will be dedicated to buttress the non-mandatory components of the water quality monitoring program. For the year 2023, the operating funding budgeted for sustaining public awareness and communications specific to water quality monitoring programming stands at \$7,100.

Schedule 'B' – 2024 SVCA Budget



2024 Corporate Services Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|-----------------------------|--|---|---|----------|-------------|-------------|-----------|
| Administration, Finance, HR | Corporate services | Administrative, human resources, employee health and safety, 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 the CA. | Enabling Service | 1 | \$708,500 | \$841,800 | No |
| | Financial services | Accounting and payroll. | Enabling Service | 1 | | | No |
| | Legal expenses | Costs related to agreements/contracts, administrative by-law updates or other similar legal expenses. | Enabling Service | 1 | | | No |
| | Governance | Supporting CA Board of Directors, Advisory Committees, and the office of the GM/S-T. | Enabling Service | 1 | | | No |
| | Asset management | Asset management planning, facilities, fleet, and property management. | Enabling Service | 1 | | | No |
| Communications | Natural hazards communications, outreach, and education | Promoting public awareness of natural hazards including flooding, drought, and erosion. Inclusive of public events, materials, social media services, and general media relations. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | \$125,000 | \$127,200 | No |
| | Communications and marketing | General communications and marketing support for the CA. | Enabling Service | 1 | | | No |
| | Education and community events | Public education, community event development, execution, and support. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | | | No |
| | Public awareness and communications | General communications, marketing and awareness campaigns for non-mandatory programs and services (support for private forestry/planting, education, stewardship). | CAA s.21(1)(q) | 3 | \$7,100 | \$7,100 | Yes |
| Environmental Education | Curriculum delivery | Program development and delivery. | CAA s.21(1)(a) & (q) | 3 | \$94,550 | \$0 | Yes |
| | Day camp programming | Program development and execution for summer and PA Day camp programs. | CAA s.21(1)(a) & (q) | 3 | | | Yes |
| | Day camp programming | Program development and execution for summer day camp programs with the Town of Hanover. | CAA s.21(1)(a) & (q) | 2 | \$6,300 | \$0 | Yes |
| GIS/IT/IM | Information technology & management / GIS | Data management, records retention. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.1(3) | 1 | \$179,600 | \$199,800 | No |
| | Natural hazards technical Studies and information management | Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.5(1)1 Reg. 686/21 s.9(1)2 | 1 | | | No |
| | | | | TOTAL | \$1,121,050 | \$1,175,900 | |

| Category of Program or Service – Corporate Services | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$928,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$928,800 |

2024 Environmental Planning and Regulations Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|------------------------|--|--|-----------------|----------|-------------|-------------|-----------|
| Environmental Planning | Section 28.1 - permit administration and compliance activities | Reviewing and processing permit applications, associated technical reports, conducting site inspections, communication with applicants, agents, and consultants. Investigation and enforcement of regulatory compliance. | Reg. 686/21 s.8 | 1 | \$1,184,300 | \$1,132,300 | No |
| | Review under other legislation | Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Section 28 permit requirements. | Reg. 686/21 s.6 | 1 | | | No |
| | Municipal plan input and review | Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Condominium, Site Plan Approvals, Consents, Minor Variances, etc.) and input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of MNDMNRF. | Reg. 686/21 s.7 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | | | | TOTAL | \$1,184,300 | \$1,132,300 | |

| Category of Program or Service – Environmental Planning & Regulations | 2024 Levy Cost |
|---|-----------------|
| Category 1: Mandatory Programs and Services | \$31,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$31,800 |

2024 Forestry and Lands Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|--------------------|--|--|----------------------|----------|-------------|-------------|-----------|
| Conservation Lands | Strategy for CA owned or controlled lands and management plans | Guiding principles, objectives, including for an authority's land acquisition and disposition strategy, land use categories on conservation authority owned land, recommended management principles for different land categories. | Reg. 686/21 s.9(1)1 | 1 | \$43,500 | \$43,500 | No |
| | Development and maintenance of a land inventory | Development and maintenance of an inventory of every parcel of land that the Authority owns or controls including, location, surveys, site plans, maps, acquisition date, and how the parcel was acquired. | Reg. 686/21 s.9(1)3 | 1 | \$43,500 | \$43,500 | No |
| | Section 29 Minister's regulation for CAs | Conservation areas enforcement and compliance. | Reg. 686/21 s.9(1)4 | 1 | \$501,900 | \$564,925 | No |
| | Management, operation, and maintenance of CA owned lands | Management and maintenance of CA owned lands including stewardship, restoration, and ecological monitoring. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Passive recreation use, infrastructure and management planning | Management and maintenance of CA owned recreational assets including trails, parking, washroom facilities, pavilions, and other capital assets. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Land acquisition and disposition policy | The development of one or more policies governing land acquisitions and land dispositions. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Forestry – hazard tree and biodiversity management | Management of hazard/diseased trees and the management of biodiversity and invasive species on CA owned lands. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Campgrounds on CA owned land | Management, operation, and maintenance of campgrounds on CA owned land. | CAA s. 21(1)(m) | 3 | \$1,199,480 | \$979,600 | No |
| | Land acquisition and disposition | Acquisition and management of lands containing important natural heritage features or strategically aligned with existing CA land holdings. Disposition of lands considered surplus to the vision, mandate, and strategic goals of the CA. | CAA s.21(1)(c) | 3 | Variable | Variable | Yes |
| | Land lease and agreement management | Management of current and future land leases and property agreements. These leases and agreements help drive land-based revenues to offset the costs associated with management and maintenance of CA land holdings. | CAA s.21(1)(c) & (d) | 3 | \$20,300 | \$25,100 | No |
| Forestry | Forestry – forest management operations on CA owned lands | Forestry services, planting and/or woodlot management on CA owned land. | Reg. 686/21 s.9(1)2 | 1 | \$214,580 | \$303,600 | No |
| | Forestry – for private landowners | Forestry services and/or woodlot management for private landowners. Reforestation, tree sales, management planning, MFTIP, advice, tree marking. | CAA s.21(1)(g) & (o) | 3 | \$194,000 | \$225,000 | No |
| Stewardship | Watershed stewardship and restoration | Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners. | CAA s.21(1)(g) & (o) | 3 | \$1,870 | \$0 | Yes |
| Fleet | Fleet | Management and maintenance of CA fleet. | Enabling service | 1 | \$181,000 | \$285,500 | No |
| | | | | TOTAL | \$2,400,130 | \$2,470,725 | |

| Category of Program or Service – Forestry and Lands | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$885,825 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$885,825 |

2024 Water Resources Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|---|---|---|--|----------|-------------|-------------|-----------|
| Core Watershed Based Resource Management Strategy | Develop and implement a strategy for the CA | Collate/compile existing resource management plans, watershed plans, studies, and data. Strategy development. Implementation and reporting. | Reg. 686/21 s.8, Reg. 686/21 s.12(1)3, Reg. 686/21 s.12(4) | 1 | - | - | No |
| Water Management | Ice management plan | Determine how ice within the jurisdiction may increase the risk of natural hazards. Outline risk mitigation. Develop and implement plan. | Reg. 686/21 s. 4 | 1 | - | - | No |
| | Water and erosion infrastructure asset management plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | - | - | No |
| | Flood forecasting and warning | Daily data collection and monitoring of weather forecasts, provincial & local water level forecasts and watershed conditions; including flood event forecasting. Flood warning and communications. Maintenance of equipment. | Reg. 686/21 s.2 | 1 | \$275,800 | \$271,050 | No |
| | Low water response | Conditions monitoring/analysis. Technical & administrative support to the Water Response Team. | Reg. 686/21 s.3 | 1 | \$926,750 | \$743,900 | No |
| | Water and erosion infrastructure operational plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | | | No |
| | Flood and erosion control infrastructure | Maintenance and inspection on flood and erosion control structures, as required. Including projects dependent on Water and Erosion Control Infrastructure (WECI) funding from the province and from municipal partners. | Reg. 686/21 s.5 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | Category 2 programs and services | Programs and services provided by a CA on behalf of a municipality. | Reg. 687/21 | 2 | | | \$0 |
| Drinking Water Source Protection | Source protection authority role as set out in the <i>Clean Water Act</i> | Source Protection Area and Region liaison, technical support, support to the source protection committee, preparation of reports and attendance at meetings, activities required by the <i>Clean Water Act, 2006</i> and its regulations. | Reg. 686/21 s.13 | 1 | \$6,450 | \$6,450 | No |
| Watershed Monitoring | Provincial Water Quality Monitoring Network (PWQMN) | 50+ year CA/MECP partnership for stream water quality monitoring. CA takes water samples; MECP does lab analysis and data management. | Reg. 686/21 s.12(1)2, Reg. 686/21 s.12(3) | 1 | \$30,000 | \$30,240 | No |
| | Provincial Groundwater Monitoring Network (PGMN) | 20+ year CA/MECP partnership for groundwater level and quality monitoring. CA maintains equipment, data transfer to MECP, water sampling; MECP provides equipment, standards, data management. | Reg. 686/21 s.12(1)1 Reg. 686/21 s.12(2) | 1 | | | No |
| | SVCA Water Quality Monitoring Network – chemistry | Surface water quality sampling and reporting over 15 sites. | CAA s.21(1)(a) | 3 | \$119,050 | \$93,310 | Yes |
| | SVCA Water Quality Monitoring Network - benthic | Benthic collection and reporting at 20 sites. 20+ year CA/MECP partnership in the Ontario Benthos Biomonitoring Network. | CAA s.21(1)(a) | 3 | | | Yes |
| | Conservation Ontario Watershed Report Cards | A plain language, data driven reporting document released every 5 years describing watershed conditions in a CA. | CAA s.21(1)(a) | 3 | | | Yes |
| TOTAL | | | | | \$1,358,050 | \$1,172,740 | |

| Category of Program or Service – Water Resources | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$441,046 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$441,046 |

2024 Saugeen Valley Conservation Authority Budget

| Category of Program or Service – Summary | Levy | Self Generated | Reserves | Cost Apportioning | Special Levy | Other |
|--|--------------------|--------------------|------------------|-------------------|------------------|------------------|
| Category 1: Mandatory Programs and Services | \$2,287,471 | \$1,561,910 | \$221,586 | \$0 | \$302,948 | \$219,850 |
| Category 2: Non-mandated program or service delivered to municipality through an agreement | \$0 | \$0 | \$0 | \$0 | \$43,100 | \$0 |
| Category 3: Programs and services are cost-apportioned with municipalities | \$0 | \$1,187,400 | \$68,600 | \$100,410 | \$0 | \$0 |
| TOTAL | \$2,287,471 | \$2,749,310 | \$290,186 | \$100,410 | \$346,048 | \$219,850 |
| TOTAL 2024 BUDGET | \$5,993,275 | | | | | |

Schedule 'C' – Category 3 Cost Apportionment

| Municipality | Apportionment % | Water Quality 2024 Cost Apportioning | Associated Communications | Total 2024 Cost Apportioning |
|----------------------------------|-----------------|--------------------------------------|---------------------------|------------------------------|
| Municipality of Arran-Elderslie | 2.4902 | \$2,324 | \$177 | \$2,500 |
| Municipality of Brockton | 8.5850 | \$8,011 | \$610 | \$8,620 |
| Township of Chatsworth | 2.9709 | \$2,772 | \$211 | \$2,983 |
| Municipality of Grey Highlands | 4.3118 | \$4,023 | \$306 | \$4,329 |
| Town of Hanover | 6.4869 | \$6,053 | \$461 | \$6,514 |
| Township of Howick | 0.2677 | \$250 | \$19 | \$269 |
| Township of Huron-Kinloss | 5.5435 | \$5,173 | \$394 | \$5,566 |
| Municipality of Kincardine | 17.4085 | \$16,244 | \$1,236 | \$17,480 |
| Town of Minto | 2.7199 | \$2,538 | \$193 | \$2,731 |
| Municipality of Morris-Turnberry | 0.1906 | \$178 | \$14 | \$191 |
| Town of Saugeen Shores | 21.1168 | \$19,704 | \$1,499 | \$21,203 |
| Municipality of South Bruce | 4.8778 | \$4,551 | \$346 | \$4,898 |
| Township of Southgate | 7.1145 | \$6,639 | \$505 | \$7,144 |
| Township of Wellington North | 3.9272 | \$3,664 | \$279 | \$3,943 |
| Municipality of West Grey | 11.9887 | \$11,187 | \$851 | \$12,038 |
| TOTAL | 100.00% | \$93,311 | \$7,101 | \$100,411 |

Schedule 'D'

Saugeen Conservation Authority Board of Directors Motion to Execute Category 3 Agreements Pertaining to the Water Quality Program

November 30th, 2023

Motion # G23-113

THAT the SVCA Board of Directors authorizes staff to proceed with execution of all fifteen Category 3 Agreements pertaining to the Water Quality Program and associated communications, on behalf of the Authority.

Moved by: Jennifer Prenger, SVCA Director, Municipality of Kincardine.

Seconded by: Sue Paterson, SVCA Director, Town of Hanover.

CARRIED.

SAUGEEN VALLEY CONSERVATION AUTHORITY



Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)



Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors



Schedule E

5941 Highway #89
Harriston, Ontario NOG 120
tel: 519-338-2511
fax: 519-338-2005
www.town.minto.on.ca

September 20, 2023

Saugeen Valley Conservation Authority
Attention Ashley Richards
1078 Bruce Road 12 PO BOX 150
Formosa, ON NOG 1W0

SAUGEEN CONSERVATION

SEP 25 2023

RE: SVCA Cost Apportioning Agreement

RECEIVED

Ashley:

The Council of the Town of Minto met on September 20, 2023 to consider the above noted and passed the following:

MOTION: COW 2023-140

Moved By: Councillor Zimmerman; Seconded By: Councillor Gunson
THAT Council of the Town of Minto receives report FIN 2023-013 regarding Saugeen Valley Conservation Authority (SVCA) Draft Cost Apportioning Agreement;
THAT Council of the Town of Minto support and endorse the Draft Cost Apportioning Agreement for SVCA's Category 3 programs and services to meet the Ministry of the Environment, Conservation and Parks regulatory requirements; and
THAT Council of the Town of Minto considers passing a By-law in regular session authorizing the Mayor and Clerk to execute the Cost Apportioning Agreement on behalf of the Town of Minto.

RESOLUTION: 2023-140

Moved By: Councillor Elliott; Seconded By: Councillor Gunson
THAT By-laws 2023-057, 2023-058 and 2023-059 be read a first, second, third time and passed in open Council and sealed with the seal of the Corporation.

Enclosed please find two agreements to be sign, please provide the Town of Minto with one fully executed agreement for our records.

Sincerely,

Annilene McRobb

Annilene McRobb, Clerk



1078 Bruce Road 12 | P.O. Box 150 | Formosa ON
Canada | N0G 1W0 | 519-364-1255
www.saugeenconservation.ca
publicinfo@svca.on.ca

Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 30 day of November, 2023 (the "**Effective Date**").

BETWEEN:

THE MUNICIPALITY OF MORRIS-TURNBERRY

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "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 SVCA,

AND WHEREAS under the Act, Category 3 programs and services deemed advisable by the SVCA 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 SVCA 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 programs and services provided, other than mandatory programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the non-mandatory Category 3 programs and 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 SVCA for the delivery of Category 3 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:

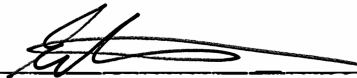
1. This Agreement shall commence on the Effective Date and shall continue for five (5) years (the "Initial Term"). Thereafter, this Agreement shall continue for additional five-year periods (each a "Renewal Term") unless either party provides written notice of termination to the other party at least 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. SVCA 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 Category 3 programs and services identified in Schedule 'A' shall also be included in a Watershed-Based Resource Management Strategy that the SVCA is required to develop and implement under the Act.
5. SVCA will not add to or delete from the list of Category 3 programs and services funded through municipal apportionment without first consulting with all participating municipalities. Any such change would require an amendment to this Agreement agreed to in writing by all participating municipalities.
6. The costs associated with the Category 3 programs and services subject to this Agreement shall be reviewed by the participating municipalities on an annual basis as part of the SVCA budget and apportionment process.

7. When preparing its annual budget, SVCA shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act, including preparation of a draft budget, consultations with participating municipalities, rules for voting to approve the apportionment, and preparation of the final budget.
8. SVCA's final approved budget shall be appended annually as Schedule 'B' to the Agreement.
9. SVCA 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 SVCA'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 programs and services are included in the budget process and apportionment, SVCA 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 SVCA may, where applicable, charge a fee (user fee) for a Category 3 program or service provided under this Agreement by the SVCA. 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 SVCA'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 SVCA and the Participating Municipality.
14. SVCA 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 SVCA 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 SVCA 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.

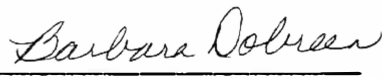
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

SAUGEEN VALLEY CONSERVATION AUTHORITY

Per: 

Name: Erik Downing

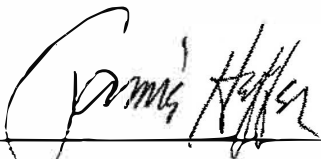
Title: General Manager/Secretary-Treasurer (Acting)

Per: 

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

THE MUNICIPALITY OF MORRIS-TURNBERRY

Per: 

Name: Jamie Heffer

Title: Mayor

Per: 

Name: Trevor Hallam

Title: Clerk

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

Service Area 1 – Water Quality Program

SVCA diligently conducts stream water quality monitoring at 14 locations within the watershed through the Provincial Water Quality Monitoring Network. Given the extensive expanse of the watershed and the constrained number of sampling locations under the Provincial Water Quality Monitoring Network, there were information voids. To ameliorate these deficits, SVCA instituted an in-house monitoring program in 2012, augmenting the network with an additional 15 monitoring sites distributed throughout the watershed. In concert, these programs yield the fundamental data indispensable for understanding the water quality status across the watershed.

Furthermore, SVCA has instituted a biomonitoring network encompassing twenty (20) water quality monitoring sites. Biomonitoring entails the utilization of organisms to evaluate environmental conditions, specifically water quality in this context. By monitoring benthic organisms, those that reside at the bottom of rivers and streams and possess specific tolerance thresholds for water quality conditions, SVCA can validate water chemistry findings through the biological data amassed at various locations throughout the watershed, thereby depicting a comprehensive characterization of water quality conditions.

Watershed Report Cards are developed every five (5) years using guidelines from Conservation Ontario. The Watershed Report Card is an excellent tool for conservation authorities to inform watershed residents about the health of their watershed in an easy-to-understand format. These Watershed Report Cards are a Category 3 Program using information collected directly from the two water quality monitoring programs described above.

The annual operating funds allocated for sustaining these water quality programs amount to \$119,050 for the year 2023. A business case, substantiating the perpetuation of these water quality programs, accompanies this Agreement.

Service Area 2 – Public Awareness and Communications for Non-Mandatory Programs and Services

SVCA's Communications, Community Outreach, and Public Awareness programming serve as instrumental tools in disseminating awareness pertaining to SVCA's array of programs and services. A considerable portion of this programming is financed in its entirety through the municipal levy, as it is primarily oriented towards mandatory programs and services (Category 1). However, an allocation of time and resources will be dedicated to buttress the non-mandatory components of the water quality monitoring program. For the year 2023, the operating funding budgeted for sustaining public awareness and communications specific to water quality monitoring programming stands at \$7,100.

Schedule 'B' – 2024 SVCA Budget



2024 Corporate Services Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|-----------------------------|--|---|---|----------|-------------|-------------|-----------|
| Administration, Finance, HR | Corporate services | Administrative, human resources, employee health and safety, 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 the CA. | Enabling Service | 1 | \$708,500 | \$841,800 | No |
| | Financial services | Accounting and payroll. | Enabling Service | 1 | | | No |
| | Legal expenses | Costs related to agreements/contracts, administrative by-law updates or other similar legal expenses. | Enabling Service | 1 | | | No |
| | Governance | Supporting CA Board of Directors, Advisory Committees, and the office of the GM/S-T. | Enabling Service | 1 | | | No |
| | Asset management | Asset management planning, facilities, fleet, and property management. | Enabling Service | 1 | | | No |
| Communications | Natural hazards communications, outreach, and education | Promoting public awareness of natural hazards including flooding, drought, and erosion. Inclusive of public events, materials, social media services, and general media relations. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | \$125,000 | \$127,200 | No |
| | Communications and marketing | General communications and marketing support for the CA. | Enabling Service | 1 | | | No |
| | Education and community events | Public education, community event development, execution, and support. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | | | No |
| | Public awareness and communications | General communications, marketing and awareness campaigns for non-mandatory programs and services (support for private forestry/planting, education, stewardship). | CAA s.21(1)(q) | 3 | \$7,100 | \$7,100 | Yes |
| Environmental Education | Curriculum delivery | Program development and delivery. | CAA s.21(1)(a) & (q) | 3 | \$94,550 | \$0 | Yes |
| | Day camp programming | Program development and execution for summer and PA Day camp programs. | CAA s.21(1)(a) & (q) | 3 | | | Yes |
| | Day camp programming | Program development and execution for summer day camp programs with the Town of Hanover. | CAA s.21(1)(a) & (q) | 2 | \$6,300 | \$0 | Yes |
| GIS/IT/IM | Information technology & management / GIS | Data management, records retention. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.1(3) | 1 | \$179,600 | \$199,800 | No |
| | Natural hazards technical Studies and information management | Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.5(1)1 Reg. 686/21 s.9(1)2 | 1 | | | No |
| | | | | TOTAL | \$1,121,050 | \$1,175,900 | |

| Category of Program or Service – Corporate Services | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$928,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$928,800 |

2024 Environmental Planning and Regulations Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|------------------------|--|--|-----------------|----------|-------------|-------------|-----------|
| Environmental Planning | Section 28.1 - permit administration and compliance activities | Reviewing and processing permit applications, associated technical reports, conducting site inspections, communication with applicants, agents, and consultants. Investigation and enforcement of regulatory compliance. | Reg. 686/21 s.8 | 1 | \$1,184,300 | \$1,132,300 | No |
| | Review under other legislation | Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Section 28 permit requirements. | Reg. 686/21 s.6 | 1 | | | No |
| | Municipal plan input and review | Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Condominium, Site Plan Approvals, Consents, Minor Variances, etc.) and input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of MNDMNRF. | Reg. 686/21 s.7 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | | | | TOTAL | \$1,184,300 | \$1,132,300 | |

| Category of Program or Service – Environmental Planning & Regulations | 2024 Levy Cost |
|---|-----------------|
| Category 1: Mandatory Programs and Services | \$31,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$31,800 |

2024 Forestry and Lands Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|--------------------|--|--|----------------------|----------|-------------|-------------|-----------|
| Conservation Lands | Strategy for CA owned or controlled lands and management plans | Guiding principles, objectives, including for an authority's land acquisition and disposition strategy, land use categories on conservation authority owned land, recommended management principles for different land categories. | Reg. 686/21 s.9(1)1 | 1 | \$43,500 | \$43,500 | No |
| | Development and maintenance of a land inventory | Development and maintenance of an inventory of every parcel of land that the Authority owns or controls including, location, surveys, site plans, maps, acquisition date, and how the parcel was acquired. | Reg. 686/21 s.9(1)3 | 1 | \$43,500 | \$43,500 | No |
| | Section 29 Minister's regulation for CAs | Conservation areas enforcement and compliance. | Reg. 686/21 s.9(1)4 | 1 | \$501,900 | \$564,925 | No |
| | Management, operation, and maintenance of CA owned lands | Management and maintenance of CA owned lands including stewardship, restoration, and ecological monitoring. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Passive recreation use, infrastructure and management planning | Management and maintenance of CA owned recreational assets including trails, parking, washroom facilities, pavilions, and other capital assets. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Land acquisition and disposition policy | The development of one or more policies governing land acquisitions and land dispositions. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Forestry – hazard tree and biodiversity management | Management of hazard/diseased trees and the management of biodiversity and invasive species on CA owned lands. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Campgrounds on CA owned land | Management, operation, and maintenance of campgrounds on CA owned land. | CAA s. 21(1)(m) | 3 | \$1,199,480 | \$979,600 | No |
| | Land acquisition and disposition | Acquisition and management of lands containing important natural heritage features or strategically aligned with existing CA land holdings. Disposition of lands considered surplus to the vision, mandate, and strategic goals of the CA. | CAA s.21(1)(c) | 3 | Variable | Variable | Yes |
| | Land lease and agreement management | Management of current and future land leases and property agreements. These leases and agreements help drive land-based revenues to offset the costs associated with management and maintenance of CA land holdings. | CAA s.21(1)(c) & (d) | 3 | \$20,300 | \$25,100 | No |
| Forestry | Forestry – forest management operations on CA owned lands | Forestry services, planting and/or woodlot management on CA owned land. | Reg. 686/21 s.9(1)2 | 1 | \$214,580 | \$303,600 | No |
| | Forestry – for private landowners | Forestry services and/or woodlot management for private landowners. Reforestation, tree sales, management planning, MFTIP, advice, tree marking. | CAA s.21(1)(g) & (o) | 3 | \$194,000 | \$225,000 | No |
| Stewardship | Watershed stewardship and restoration | Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners. | CAA s.21(1)(g) & (o) | 3 | \$1,870 | \$0 | Yes |
| Fleet | Fleet | Management and maintenance of CA fleet. | Enabling service | 1 | \$181,000 | \$285,500 | No |
| | | | | TOTAL | \$2,400,130 | \$2,470,725 | |

| Category of Program or Service – Forestry and Lands | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$885,825 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$885,825 |

2024 Water Resources Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|---|---|---|--|----------|-------------|-------------|-----------|
| Core Watershed Based Resource Management Strategy | Develop and implement a strategy for the CA | Collate/compile existing resource management plans, watershed plans, studies, and data. Strategy development. Implementation and reporting. | Reg. 686/21 s.8, Reg. 686/21 s.12(1)3, Reg. 686/21 s.12(4) | 1 | - | - | No |
| Water Management | Ice management plan | Determine how ice within the jurisdiction may increase the risk of natural hazards. Outline risk mitigation. Develop and implement plan. | Reg. 686/21 s. 4 | 1 | - | - | No |
| | Water and erosion infrastructure asset management plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | - | - | No |
| | Flood forecasting and warning | Daily data collection and monitoring of weather forecasts, provincial & local water level forecasts and watershed conditions; including flood event forecasting. Flood warning and communications. Maintenance of equipment. | Reg. 686/21 s.2 | 1 | \$275,800 | \$271,050 | No |
| | Low water response | Conditions monitoring/analysis. Technical & administrative support to the Water Response Team. | Reg. 686/21 s.3 | 1 | \$926,750 | \$743,900 | No |
| | Water and erosion infrastructure operational plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | | | No |
| | Flood and erosion control infrastructure | Maintenance and inspection on flood and erosion control structures, as required. Including projects dependent on Water and Erosion Control Infrastructure (WECI) funding from the province and from municipal partners. | Reg. 686/21 s.5 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | Category 2 programs and services | Programs and services provided by a CA on behalf of a municipality. | Reg. 687/21 | 2 | | | \$0 |
| Drinking Water Source Protection | Source protection authority role as set out in the <i>Clean Water Act</i> | Source Protection Area and Region liaison, technical support, support to the source protection committee, preparation of reports and attendance at meetings, activities required by the <i>Clean Water Act, 2006</i> and its regulations. | Reg. 686/21 s.13 | 1 | \$6,450 | \$6,450 | No |
| Watershed Monitoring | Provincial Water Quality Monitoring Network (PWQMN) | 50+ year CA/MECP partnership for stream water quality monitoring. CA takes water samples; MECP does lab analysis and data management. | Reg. 686/21 s.12(1)2, Reg. 686/21 s.12(3) | 1 | \$30,000 | \$30,240 | No |
| | Provincial Groundwater Monitoring Network (PGMN) | 20+ year CA/MECP partnership for groundwater level and quality monitoring. CA maintains equipment, data transfer to MECP, water sampling; MECP provides equipment, standards, data management. | Reg. 686/21 s.12(1)1 Reg. 686/21 s.12(2) | 1 | | | No |
| | SVCA Water Quality Monitoring Network – chemistry | Surface water quality sampling and reporting over 15 sites. | CAA s.21(1)(a) | 3 | \$119,050 | \$93,310 | Yes |
| | SVCA Water Quality Monitoring Network - benthic | Benthic collection and reporting at 20 sites. 20+ year CA/MECP partnership in the Ontario Benthos Biomonitoring Network. | CAA s.21(1)(a) | 3 | | | Yes |
| | Conservation Ontario Watershed Report Cards | A plain language, data driven reporting document released every 5 years describing watershed conditions in a CA. | CAA s.21(1)(a) | 3 | | | Yes |
| TOTAL | | | | | \$1,358,050 | \$1,172,740 | |

| Category of Program or Service – Water Resources | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$441,046 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$441,046 |

2024 Saugeen Valley Conservation Authority Budget

| Category of Program or Service – Summary | Levy | Self Generated | Reserves | Cost Apportioning | Special Levy | Other |
|--|--------------------|--------------------|------------------|-------------------|------------------|------------------|
| Category 1: Mandatory Programs and Services | \$2,287,471 | \$1,561,910 | \$221,586 | \$0 | \$302,948 | \$219,850 |
| Category 2: Non-mandated program or service delivered to municipality through an agreement | \$0 | \$0 | \$0 | \$0 | \$43,100 | \$0 |
| Category 3: Programs and services are cost-apportioned with municipalities | \$0 | \$1,187,400 | \$68,600 | \$100,410 | \$0 | \$0 |
| TOTAL | \$2,287,471 | \$2,749,310 | \$290,186 | \$100,410 | \$346,048 | \$219,850 |
| TOTAL 2024 BUDGET | \$5,993,275 | | | | | |

Schedule 'C' – Category 3 Cost Apportionment

| Municipality | Apportionment % | Water Quality 2024 Cost Apportioning | Associated Communications | Total 2024 Cost Apportioning |
|----------------------------------|-----------------|--------------------------------------|---------------------------|------------------------------|
| Municipality of Arran-Elderslie | 2.4902 | \$2,324 | \$177 | \$2,500 |
| Municipality of Brockton | 8.5850 | \$8,011 | \$610 | \$8,620 |
| Township of Chatsworth | 2.9709 | \$2,772 | \$211 | \$2,983 |
| Municipality of Grey Highlands | 4.3118 | \$4,023 | \$306 | \$4,329 |
| Town of Hanover | 6.4869 | \$6,053 | \$461 | \$6,514 |
| Township of Howick | 0.2677 | \$250 | \$19 | \$269 |
| Township of Huron-Kinloss | 5.5435 | \$5,173 | \$394 | \$5,566 |
| Municipality of Kincardine | 17.4085 | \$16,244 | \$1,236 | \$17,480 |
| Town of Minto | 2.7199 | \$2,538 | \$193 | \$2,731 |
| Municipality of Morris-Turnberry | 0.1906 | \$178 | \$14 | \$191 |
| Town of Saugeen Shores | 21.1168 | \$19,704 | \$1,499 | \$21,203 |
| Municipality of South Bruce | 4.8778 | \$4,551 | \$346 | \$4,898 |
| Township of Southgate | 7.1145 | \$6,639 | \$505 | \$7,144 |
| Township of Wellington North | 3.9272 | \$3,664 | \$279 | \$3,943 |
| Municipality of West Grey | 11.9887 | \$11,187 | \$851 | \$12,038 |
| TOTAL | 100.00% | \$93,311 | \$7,101 | \$100,411 |

Schedule 'D'

Saugeen Conservation Authority Board of Directors Motion to Execute Category 3 Agreements Pertaining to the Water Quality Program

November 30th, 2023

Motion # G23-113

THAT the SVCA Board of Directors authorizes staff to proceed with execution of all fifteen Category 3 Agreements pertaining to the Water Quality Program and associated communications, on behalf of the Authority.

Moved by: Jennifer Prenger, SVCA Director, Municipality of Kincardine.

Seconded by: Sue Paterson, SVCA Director, Town of Hanover.

CARRIED.

SAUGEEN VALLEY CONSERVATION AUTHORITY



Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)



Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

Schedule 'E'

MUNICIPALITY OF MORRIS-TURNBERRY

P.O. Box 310, 41342 Morris Road, Brussels, Ontario N0G 1H0
Tel: 519-887-6137 Fax: 519-887-6424 Email: mail@morristorynberry.ca



September 19, 2023

Please be advised that at their regular meeting on September 19th, 2023, the following resolution was adopted by the Council of the Municipality of Morris-Turnberry:

Motion 217-2023

Moved by Jodi Snell

Seconded by Jamie McCallum

THAT the Council of the Municipality of Morris-Turnberry hereby supports entering into an agreement with the Saugeen Valley Conservation Authority for the continued provision of the Wate Quality Program;

AND FURTHER THAT staff are hereby directed to return a by-law authorizing the execution of an agreement between the Municipality and the Saugeen Valley Conservation Authority for the provision of Category 3 services pursuant to O. Reg 687/21 under the Conservation Authorities Act.

Carried.

A handwritten signature in black ink, appearing to read 'Trevor Hallam', is written over a faint circular stamp.

Trevor Hallam
CAO/Clerk
Municipality of Morris-Turnberry



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 53-2023

Being a by-law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to an agreement between the Municipality of Morris-Turnberry and the Saugeen Valley Conservation Authority.

WHEREAS Section 9 of the Municipal Act 2001, S.O. 2001, c. 25 provides that a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under that or any other Act;

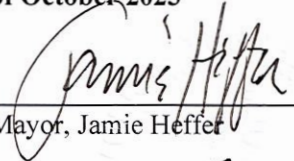
AND WHEREAS the Council of the Corporation of the Municipality of Morris-Turnberry deems it necessary and desirable to enter into and execute an agreement between the Municipality of Morris-Turnberry and the Saugeen Valley Conservation Authority with regard to all services provided to the Municipality by the Saugeen Valley Conservation Authority;

NOW THEREFORE, the Council of the Corporation of the Municipality enacts as follows:

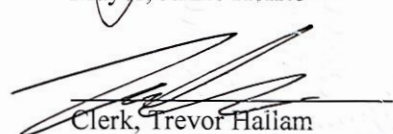
1. That the Mayor and Clerk of the Municipality are hereby authorized to execute and affix the Corporate Seal to enter into the Agreement between the Corporation of the Municipality of Morris-Turnberry and the Saugeen Valley Conservation Authority, attached hereto Schedule 'A', and forming part of this by-law; and
2. That this by-law shall come into effect on the day it is passed.

Read a FIRST and SECOND time this 3rd day of October 2023

Read a THIRD time and FINALLY PASSED this 3rd day of October 2023



Mayor, Jamie Heffer



Clerk, Trevor Hallam

Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 25TH day of September, 2023 (the "Effective Date").

BETWEEN:

THE TOWN OF SAUGEEN SHORES

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "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 SVCA,

AND WHEREAS under the Act, Category 3 programs and services deemed advisable by the SVCA 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 SVCA 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 programs and services provided, other than mandatory programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the non-mandatory Category 3 programs and 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 SVCA for the delivery of Category 3 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. SVCA 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 Category 3 programs and services identified in Schedule 'A' shall also be included in a Watershed-Based Resource Management Strategy that the SVCA is required to develop and implement under the Act.
5. SVCA will not add to or delete from the list of Category 3 programs and services funded through municipal apportionment without first consulting with all participating municipalities. Any such change would require an amendment to this Agreement agreed to in writing by all participating municipalities.
6. The costs associated with the Category 3 programs and services subject to this Agreement shall be reviewed by the participating municipalities on an annual basis as part of the SVCA budget and apportionment process.

7. When preparing its annual budget, SVCA shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act, including preparation of a draft budget, consultations with participating municipalities, rules for voting to approve the apportionment, and preparation of the final budget.
8. SVCA's final approved budget shall be appended annually as Schedule 'B' to the Agreement.
9. SVCA 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 SVCA'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 programs and services are included in the budget process and apportionment, SVCA 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 SVCA may, where applicable, charge a fee (user fee) for a Category 3 program or service provided under this Agreement by the SVCA. 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 SVCA'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 SVCA and the Participating Municipality.
14. SVCA 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 SVCA 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 SVCA 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.

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

SAUGEEN VALLEY CONSERVATION AUTHORITY

Per: 

Name: ~~Jennifer Stephens~~ Erik Downing

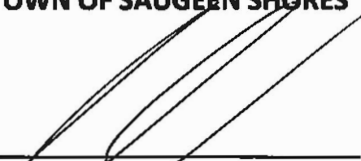
Title: General Manager/Secretary-Treasurer (A)

Per: 

Name: Barbara Dobreen

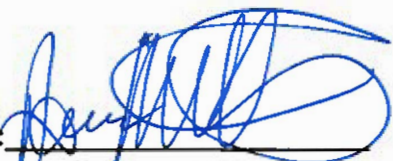
Title: Chair, SVCA Board of Directors

THE TOWN OF SAUGEEN SHORES

Per: 

Name: Luke Charbonneau

Title: Mayor

Per: 

Name: Dawn Mittelholtz

Title: Clerk



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

Service Area 1 – Water Quality Program

SVCA diligently conducts stream water quality monitoring at 14 locations within the watershed through the Provincial Water Quality Monitoring Network. Given the extensive expanse of the watershed and the constrained number of sampling locations under the Provincial Water Quality Monitoring Network, there were information voids. To ameliorate these deficits, SVCA instituted an in-house monitoring program in 2012, augmenting the network with an additional 15 monitoring sites distributed throughout the watershed. In concert, these programs yield the fundamental data indispensable for understanding the water quality status across the watershed.

Furthermore, SVCA has instituted a biomonitoring network encompassing twenty (20) water quality monitoring sites. Biomonitoring entails the utilization of organisms to evaluate environmental conditions, specifically water quality in this context. By monitoring benthic organisms, those that reside at the bottom of rivers and streams and possess specific tolerance thresholds for water quality conditions, SVCA can validate water chemistry findings through the biological data amassed at various locations throughout the watershed, thereby depicting a comprehensive characterization of water quality conditions.

Watershed Report Cards are developed every five (5) years using guidelines from Conservation Ontario. The Watershed Report Card is an excellent tool for conservation authorities to inform watershed residents about the health of their watershed in an easy-to-understand format. These Watershed Report Cards are a Category 3 Program using information collected directly from the two water quality monitoring programs described above.

The annual operating funds allocated for sustaining these water quality programs amount to \$119,050 for the year 2023. A business case, substantiating the perpetuation of these water quality programs, accompanies this Agreement.

Service Area 2 – Public Awareness and Communications for Non-Mandatory Programs and Services

SVCA's Communications, Community Outreach, and Public Awareness programming serve as instrumental tools in disseminating awareness pertaining to SVCA's array of programs and services. A considerable portion of this programming is financed in its entirety through the municipal levy, as it is primarily oriented towards mandatory programs and services (Category 1). However, an allocation of time and resources will be dedicated to buttress the non-mandatory components of the water quality monitoring program. For the year 2023, the operating funding budgeted for sustaining public awareness and communications specific to water quality monitoring programming stands at \$7,100.

Schedule 'B' – 2024 SVCA Budget



2024 Corporate Services Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|-----------------------------|--|---|---|----------|-------------|-------------|-----------|
| Administration, Finance, HR | Corporate services | Administrative, human resources, employee health and safety, 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 the CA. | Enabling Service | 1 | \$708,500 | \$841,800 | No |
| | Financial services | Accounting and payroll. | Enabling Service | 1 | | | No |
| | Legal expenses | Costs related to agreements/contracts, administrative by-law updates or other similar legal expenses. | Enabling Service | 1 | | | No |
| | Governance | Supporting CA Board of Directors, Advisory Committees, and the office of the GM/S-T. | Enabling Service | 1 | | | No |
| | Asset management | Asset management planning, facilities, fleet, and property management. | Enabling Service | 1 | | | No |
| Communications | Natural hazards communications, outreach, and education | Promoting public awareness of natural hazards including flooding, drought, and erosion. Inclusive of public events, materials, social media services, and general media relations. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | \$125,000 | \$127,200 | No |
| | Communications and marketing | General communications and marketing support for the CA. | Enabling Service | 1 | | | No |
| | Education and community events | Public education, community event development, execution, and support. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | | | No |
| | Public awareness and communications | General communications, marketing and awareness campaigns for non-mandatory programs and services (support for private forestry/planting, education, stewardship). | CAA s.21(1)(q) | 3 | \$7,100 | \$7,100 | Yes |
| Environmental Education | Curriculum delivery | Program development and delivery. | CAA s.21(1)(a) & (q) | 3 | \$94,550 | \$0 | Yes |
| | Day camp programming | Program development and execution for summer and PA Day camp programs. | CAA s.21(1)(a) & (q) | 3 | | | Yes |
| | Day camp programming | Program development and execution for summer day camp programs with the Town of Hanover. | CAA s.21(1)(a) & (q) | 2 | \$6,300 | \$0 | Yes |
| GIS/IT/IM | Information technology & management / GIS | Data management, records retention. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.1(3) | 1 | \$179,600 | \$199,800 | No |
| | Natural hazards technical Studies and information management | Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.5(1)1 Reg. 686/21 s.9(1)2 | 1 | | | No |
| | | | | TOTAL | \$1,121,050 | \$1,175,900 | |

| Category of Program or Service – Corporate Services | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$928,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$928,800 |

2024 Environmental Planning and Regulations Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|------------------------|--|--|-----------------|----------|-------------|-------------|-----------|
| Environmental Planning | Section 28.1 - permit administration and compliance activities | Reviewing and processing permit applications, associated technical reports, conducting site inspections, communication with applicants, agents, and consultants. Investigation and enforcement of regulatory compliance. | Reg. 686/21 s.8 | 1 | \$1,184,300 | \$1,132,300 | No |
| | Review under other legislation | Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Section 28 permit requirements. | Reg. 686/21 s.6 | 1 | | | No |
| | Municipal plan input and review | Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Condominium, Site Plan Approvals, Consents, Minor Variances, etc.) and input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of MNDMNRF. | Reg. 686/21 s.7 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | | | | TOTAL | \$1,184,300 | \$1,132,300 | |

| Category of Program or Service – Environmental Planning & Regulations | 2024 Levy Cost |
|---|-----------------|
| Category 1: Mandatory Programs and Services | \$31,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$31,800 |

2024 Forestry and Lands Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|--------------------|--|--|----------------------|----------|-------------|-------------|-----------|
| Conservation Lands | Strategy for CA owned or controlled lands and management plans | Guiding principles, objectives, including for an authority's land acquisition and disposition strategy, land use categories on conservation authority owned land, recommended management principles for different land categories. | Reg. 686/21 s.9(1)1 | 1 | \$43,500 | \$43,500 | No |
| | Development and maintenance of a land inventory | Development and maintenance of an inventory of every parcel of land that the Authority owns or controls including, location, surveys, site plans, maps, acquisition date, and how the parcel was acquired. | Reg. 686/21 s.9(1)3 | 1 | \$43,500 | \$43,500 | No |
| | Section 29 Minister's regulation for CAs | Conservation areas enforcement and compliance. | Reg. 686/21 s.9(1)4 | 1 | \$501,900 | \$564,925 | No |
| | Management, operation, and maintenance of CA owned lands | Management and maintenance of CA owned lands including stewardship, restoration, and ecological monitoring. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Passive recreation use, infrastructure and management planning | Management and maintenance of CA owned recreational assets including trails, parking, washroom facilities, pavilions, and other capital assets. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Land acquisition and disposition policy | The development of one or more policies governing land acquisitions and land dispositions. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Forestry – hazard tree and biodiversity management | Management of hazard/diseased trees and the management of biodiversity and invasive species on CA owned lands. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Campgrounds on CA owned land | Management, operation, and maintenance of campgrounds on CA owned land. | CAA s. 21(1)(m) | 3 | \$1,199,480 | \$979,600 | No |
| | Land acquisition and disposition | Acquisition and management of lands containing important natural heritage features or strategically aligned with existing CA land holdings. Disposition of lands considered surplus to the vision, mandate, and strategic goals of the CA. | CAA s.21(1)(c) | 3 | Variable | Variable | Yes |
| | Land lease and agreement management | Management of current and future land leases and property agreements. These leases and agreements help drive land-based revenues to offset the costs associated with management and maintenance of CA land holdings. | CAA s.21(1)(c) & (d) | 3 | \$20,300 | \$25,100 | No |
| Forestry | Forestry – forest management operations on CA owned lands | Forestry services, planting and/or woodlot management on CA owned land. | Reg. 686/21 s.9(1)2 | 1 | \$214,580 | \$303,600 | No |
| | Forestry – for private landowners | Forestry services and/or woodlot management for private landowners. Reforestation, tree sales, management planning, MFTIP, advice, tree marking. | CAA s.21(1)(g) & (o) | 3 | \$194,000 | \$225,000 | No |
| Stewardship | Watershed stewardship and restoration | Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners. | CAA s.21(1)(g) & (o) | 3 | \$1,870 | \$0 | Yes |
| Fleet | Fleet | Management and maintenance of CA fleet. | Enabling service | 1 | \$181,000 | \$285,500 | No |
| | | | | TOTAL | \$2,400,130 | \$2,470,725 | |

| Category of Program or Service – Forestry and Lands | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$885,825 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$885,825 |

2024 Water Resources Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|---|---|---|--|----------|--------------------|--------------------|-----------|
| Core Watershed Based Resource Management Strategy | Develop and implement a strategy for the CA | Collate/compile existing resource management plans, watershed plans, studies, and data. Strategy development. Implementation and reporting. | Reg. 686/21 s.8, Reg. 686/21 s.12(1)3, Reg. 686/21 s.12(4) | 1 | - | - | No |
| Water Management | Ice management plan | Determine how ice within the jurisdiction may increase the risk of natural hazards. Outline risk mitigation. Develop and implement plan. | Reg. 686/21 s. 4 | 1 | - | - | No |
| | Water and erosion infrastructure asset management plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | - | - | No |
| | Flood forecasting and warning | Daily data collection and monitoring of weather forecasts, provincial & local water level forecasts and watershed conditions; including flood event forecasting. Flood warning and communications. Maintenance of equipment. | Reg. 686/21 s.2 | 1 | \$275,800 | \$271,050 | No |
| | Low water response | Conditions monitoring/analysis. Technical & administrative support to the Water Response Team. | Reg. 686/21 s.3 | 1 | \$926,750 | \$743,900 | No |
| | Water and erosion infrastructure operational plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | | | No |
| | Flood and erosion control infrastructure | Maintenance and inspection on flood and erosion control structures, as required. Including projects dependent on Water and Erosion Control Infrastructure (WECI) funding from the province and from municipal partners. | Reg. 686/21 s.5 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | Category 2 programs and services | Programs and services provided by a CA on behalf of a municipality. | Reg. 687/21 | 2 | \$0 | \$27,790 | Yes |
| Drinking Water Source Protection | Source protection authority role as set out in the <i>Clean Water Act</i> | Source Protection Area and Region liaison, technical support, support to the source protection committee, preparation of reports and attendance at meetings, activities required by the <i>Clean Water Act, 2006</i> and its regulations. | Reg. 686/21 s.13 | 1 | \$6,450 | \$6,450 | No |
| Watershed Monitoring | Provincial Water Quality Monitoring Network (PWQMN) | 50+ year CA/MECP partnership for stream water quality monitoring. CA takes water samples; MECP does lab analysis and data management. | Reg. 686/21 s.12(1)2, Reg. 686/21 s.12(3) | 1 | \$30,000 | \$30,240 | No |
| | Provincial Groundwater Monitoring Network (PGMN) | 20+ year CA/MECP partnership for groundwater level and quality monitoring. CA maintains equipment, data transfer to MECP, water sampling; MECP provides equipment, standards, data management. | Reg. 686/21 s.12(1)1 Reg. 686/21 s.12(2) | 1 | | | No |
| | SVCA Water Quality Monitoring Network – chemistry | Surface water quality sampling and reporting over 15 sites. | CAA s.21(1)(a) | 3 | \$119,050 | \$93,310 | Yes |
| | SVCA Water Quality Monitoring Network - benthic | Benthic collection and reporting at 20 sites. 20+ year CA/MECP partnership in the Ontario Benthos Biomonitoring Network. | CAA s.21(1)(a) | 3 | | | Yes |
| | Conservation Ontario Watershed Report Cards | A plain language, data driven reporting document released every 5 years describing watershed conditions in a CA. | CAA s.21(1)(a) | 3 | | | Yes |
| TOTAL | | | | | \$1,358,050 | \$1,172,740 | |

| Category of Program or Service – Water Resources | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$441,046 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$441,046 |

2024 Saugeen Valley Conservation Authority Budget

| Category of Program or Service – Summary | Levy | Self Generated | Reserves | Cost Apportioning | Special Levy | Other |
|--|--------------------|--------------------|------------------|-------------------|------------------|------------------|
| Category 1: Mandatory Programs and Services | \$2,287,471 | \$1,561,910 | \$221,586 | \$0 | \$302,948 | \$219,850 |
| Category 2: Non-mandated program or service delivered to municipality through an agreement | \$0 | \$0 | \$0 | \$0 | \$43,100 | \$0 |
| Category 3: Programs and services are cost-apportioned with municipalities | \$0 | \$1,187,400 | \$68,600 | \$100,410 | \$0 | \$0 |
| TOTAL | \$2,287,471 | \$2,749,310 | \$290,186 | \$100,410 | \$346,048 | \$219,850 |
| TOTAL 2024 BUDGET | \$5,993,275 | | | | | |

Schedule 'C' – Category 3 Cost Apportionment

| Municipality | Apportionment % | Water Quality 2024 Cost Apportioning | Associated Communications | Total 2024 Cost Apportioning |
|----------------------------------|-----------------|--------------------------------------|---------------------------|------------------------------|
| Municipality of Arran-Elderslie | 2.4902 | \$2,324 | \$177 | \$2,500 |
| Municipality of Brockton | 8.5850 | \$8,011 | \$610 | \$8,620 |
| Township of Chatsworth | 2.9709 | \$2,772 | \$211 | \$2,983 |
| Municipality of Grey Highlands | 4.3118 | \$4,023 | \$306 | \$4,329 |
| Town of Hanover | 6.4869 | \$6,053 | \$461 | \$6,514 |
| Township of Howick | 0.2677 | \$250 | \$19 | \$269 |
| Township of Huron-Kinloss | 5.5435 | \$5,173 | \$394 | \$5,566 |
| Municipality of Kincardine | 17.4085 | \$16,244 | \$1,236 | \$17,480 |
| Town of Minto | 2.7199 | \$2,538 | \$193 | \$2,731 |
| Municipality of Morris-Turnberry | 0.1906 | \$178 | \$14 | \$191 |
| Town of Saugeen Shores | 21.1168 | \$19,704 | \$1,499 | \$21,203 |
| Municipality of South Bruce | 4.8778 | \$4,551 | \$346 | \$4,898 |
| Township of Southgate | 7.1145 | \$6,639 | \$505 | \$7,144 |
| Township of Wellington North | 3.9272 | \$3,664 | \$279 | \$3,943 |
| Municipality of West Grey | 11.9887 | \$11,187 | \$851 | \$12,038 |
| TOTAL | 100.00% | \$93,311 | \$7,101 | \$100,411 |

Schedule 'D'

Saugeen Conservation Authority Board of Directors Motion to Execute Category 3 Agreements Pertaining to the Water Quality Program

November 30th, 2023

Motion # G23-113

THAT the SVCA Board of Directors authorizes staff to proceed with execution of all fifteen Category 3 Agreements pertaining to the Water Quality Program and associated communications, on behalf of the Authority.

Moved by: Jennifer Prenger, SVCA Director, Municipality of Kincardine.

Seconded by: Sue Paterson, SVCA Director, Town of Hanover.

CARRIED.

SAUGEEN VALLEY CONSERVATION AUTHORITY



Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)



Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

The Corporation of the Town of Saugeen Shores

By-law 81 - 2023

Being a By-law to Authorize the entering into a Cost Apportioning Agreement with Saugeen Valley Conservation Authority

Whereas the Municipal Act, 2001, S.O. 2001, Chapter 25, authorizes Council to enter into agreements; and

Whereas the Corporation of the Town of Saugeen Shores is desirous of entering into a Cost Apportioning Agreement; now therefore be it

Resolved that the Council of the Corporation of the Town of Saugeen Shores enacts as follows:

1. That the Council of the Corporation of the Town of Saugeen Shores enter into an agreement with Saugeen Valley Conservation Authority;
2. That the Mayor and Clerk are hereby authorized and directed to execute, deliver, and sign the Agreement attached hereto and forming part of this by-law;
3. That this By-law shall come into force and effect upon the third and final reading thereof.

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

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



Luke Charbonneau, Mayor



Dawn Mittelholz, Clerk



Town of Saugeen Shores
600 Tomlinson Drive, P.O. Box 820
Port Elgin, ON N0H 2C0

October 3, 2023

Sent via Email: a.richards@svca.on.ca

Ashley Richards
Communications Coordinator
Saugeen Valley Conservation Authority

Re: Cost Apportioning Agreement – Saugeen Valley Conservation Authority

Ms. Richards,

At the September 25, 2023, Regular Council meeting for the Town of Saugeen Shores, the following resolutions were passed:

Resolution No. 208-2023

Moved by Vice Deputy Mayor M. Myatt, Seconded by Councillor R. Stack

That Council approve the Saugeen Valley Conservation Authority Cost Apportioning Agreement.

Resolution No. 214-2023

Moved by Councillor C. Grace, Seconded by Councillor B. Halpin

That By-laws 81-2023, 82-2023, 83-2023, 84-2023, and 85-2023 are hereby read a first, second, and third time and finally passed and sealed this 25th day of September, 2023.

Sincerely,

Sarah Wilson,
Deputy Clerk

Attachment: By-law 81-2023, Authorize Apportioning Agreement

T 519.832.2008
F 519.832.2140

saugeenshores.ca
@SaugeenShoresON
    

Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 30th day of November, 2023 (the "Effective Date").

BETWEEN:

THE MUNICIPALITY OF SOUTH BRUCE

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "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 SVCA,

AND WHEREAS under the Act, Category 3 programs and services deemed advisable by the SVCA 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 SVCA 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 programs and services provided, other than mandatory programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the non-mandatory Category 3 programs and 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 SVCA for the delivery of Category 3 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. SVCA 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 Category 3 programs and services identified in Schedule 'A' shall also be included in a Watershed-Based Resource Management Strategy that the SVCA is required to develop and implement under the Act.
5. SVCA will not add to or delete from the list of Category 3 programs and services funded through municipal apportionment without first consulting with all participating municipalities. Any such change would require an amendment to this Agreement agreed to in writing by all participating municipalities.
6. The costs associated with the Category 3 programs and services subject to this Agreement shall be reviewed by the participating municipalities on an annual basis as part of the SVCA budget and apportionment process.

7. When preparing its annual budget, SVCA shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act, including preparation of a draft budget, consultations with participating municipalities, rules for voting to approve the apportionment, and preparation of the final budget.
8. SVCA's final approved budget shall be appended annually as Schedule 'B' to the Agreement.
9. SVCA 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 SVCA'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 programs and services are included in the budget process and apportionment, SVCA 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 SVCA may, where applicable, charge a fee (user fee) for a Category 3 program or service provided under this Agreement by the SVCA. 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 SVCA'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 SVCA and the Participating Municipality.
14. SVCA 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 SVCA 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 SVCA 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.

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

SAUGEEN VALLEY CONSERVATION AUTHORITY

Per: 

Name: Jennifer Stephens

Title: General Manager/Secretary-Treasurer

Per: 

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

THE MUNICIPALITY OF SOUTH BRUCE

Per: 

Name: Mark Goetz

Title: Mayor

Per: 

Name: Leanne Martin

Title: CAO/Clerk

We have authority to bind the corporation.

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

Service Area 1 – Water Quality Program

SVCA diligently conducts stream water quality monitoring at 14 locations within the watershed through the Provincial Water Quality Monitoring Network. Given the extensive expanse of the watershed and the constrained number of sampling locations under the Provincial Water Quality Monitoring Network, there were information voids. To ameliorate these deficits, SVCA instituted an in-house monitoring program in 2012, augmenting the network with an additional 15 monitoring sites distributed throughout the watershed. In concert, these programs yield the fundamental data indispensable for understanding the water quality status across the watershed.

Furthermore, SVCA has instituted a biomonitoring network encompassing twenty (20) water quality monitoring sites. Biomonitoring entails the utilization of organisms to evaluate environmental conditions, specifically water quality in this context. By monitoring benthic organisms, those that reside at the bottom of rivers and streams and possess specific tolerance thresholds for water quality conditions, SVCA can validate water chemistry findings through the biological data amassed at various locations throughout the watershed, thereby depicting a comprehensive characterization of water quality conditions.

Watershed Report Cards are developed every five (5) years using guidelines from Conservation Ontario. The Watershed Report Card is an excellent tool for conservation authorities to inform watershed residents about the health of their watershed in an easy-to-understand format. These Watershed Report Cards are a Category 3 Program using information collected directly from the two water quality monitoring programs described above.

The annual operating funds allocated for sustaining these water quality programs amount to \$119,050 for the year 2023. A business case, substantiating the perpetuation of these water quality programs, accompanies this Agreement.

Service Area 2 – Public Awareness and Communications for Non-Mandatory Programs and Services

SVCA's Communications, Community Outreach, and Public Awareness programming serve as instrumental tools in disseminating awareness pertaining to SVCA's array of programs and services. A considerable portion of this programming is financed in its entirety through the municipal levy, as it is primarily oriented towards mandatory programs and services (Category 1). However, an allocation of time and resources will be dedicated to buttress the non-mandatory components of the water quality monitoring program. For the year 2023, the operating funding budgeted for sustaining public awareness and communications specific to water quality monitoring programming stands at \$7,100.

Schedule 'B' – 2024 SVCA Budget



2024 Corporate Services Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|-----------------------------|--|---|---|----------|-------------|-------------|-----------|
| Administration, Finance, HR | Corporate services | Administrative, human resources, employee health and safety, 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 the CA. | Enabling Service | 1 | \$708,500 | \$841,800 | No |
| | Financial services | Accounting and payroll. | Enabling Service | 1 | | | No |
| | Legal expenses | Costs related to agreements/contracts, administrative by-law updates or other similar legal expenses. | Enabling Service | 1 | | | No |
| | Governance | Supporting CA Board of Directors, Advisory Committees, and the office of the GM/S-T. | Enabling Service | 1 | | | No |
| | Asset management | Asset management planning, facilities, fleet, and property management. | Enabling Service | 1 | | | No |
| Communications | Natural hazards communications, outreach, and education | Promoting public awareness of natural hazards including flooding, drought, and erosion. Inclusive of public events, materials, social media services, and general media relations. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | \$125,000 | \$127,200 | No |
| | Communications and marketing | General communications and marketing support for the CA. | Enabling Service | 1 | | | No |
| | Education and community events | Public education, community event development, execution, and support. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | | | No |
| | Public awareness and communications | General communications, marketing and awareness campaigns for non-mandatory programs and services (support for private forestry/planting, education, stewardship). | CAA s.21(1)(q) | 3 | \$7,100 | \$7,100 | Yes |
| Environmental Education | Curriculum delivery | Program development and delivery. | CAA s.21(1)(a) & (q) | 3 | \$94,550 | \$0 | Yes |
| | Day camp programming | Program development and execution for summer and PA Day camp programs. | CAA s.21(1)(a) & (q) | 3 | | | Yes |
| | Day camp programming | Program development and execution for summer day camp programs with the Town of Hanover. | CAA s.21(1)(a) & (q) | 2 | \$6,300 | \$0 | Yes |
| GIS/IT/IM | Information technology & management / GIS | Data management, records retention. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.1(3) | 1 | \$179,600 | \$199,800 | No |
| | Natural hazards technical Studies and information management | Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.5(1)1 Reg. 686/21 s.9(1)2 | 1 | | | No |
| | | | | TOTAL | \$1,121,050 | \$1,175,900 | |

| Category of Program or Service – Corporate Services | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$928,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$928,800 |

2024 Environmental Planning and Regulations Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|------------------------|--|--|-----------------|----------|-------------|-------------|-----------|
| Environmental Planning | Section 28.1 - permit administration and compliance activities | Reviewing and processing permit applications, associated technical reports, conducting site inspections, communication with applicants, agents, and consultants. Investigation and enforcement of regulatory compliance. | Reg. 686/21 s.8 | 1 | \$1,184,300 | \$1,132,300 | No |
| | Review under other legislation | Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Section 28 permit requirements. | Reg. 686/21 s.6 | 1 | | | No |
| | Municipal plan input and review | Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Condominium, Site Plan Approvals, Consents, Minor Variances, etc.) and input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of MNDMNRF. | Reg. 686/21 s.7 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | | | | TOTAL | \$1,184,300 | \$1,132,300 | |

| Category of Program or Service – Environmental Planning & Regulations | 2024 Levy Cost |
|---|-----------------|
| Category 1: Mandatory Programs and Services | \$31,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$31,800 |

2024 Forestry and Lands Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|--------------------|--|--|----------------------|----------|-------------|-------------|-----------|
| Conservation Lands | Strategy for CA owned or controlled lands and management plans | Guiding principles, objectives, including for an authority's land acquisition and disposition strategy, land use categories on conservation authority owned land, recommended management principles for different land categories. | Reg. 686/21 s.9(1)1 | 1 | \$43,500 | \$43,500 | No |
| | Development and maintenance of a land inventory | Development and maintenance of an inventory of every parcel of land that the Authority owns or controls including, location, surveys, site plans, maps, acquisition date, and how the parcel was acquired. | Reg. 686/21 s.9(1)3 | 1 | \$43,500 | \$43,500 | No |
| | Section 29 Minister's regulation for CAs | Conservation areas enforcement and compliance. | Reg. 686/21 s.9(1)4 | 1 | \$501,900 | \$564,925 | No |
| | Management, operation, and maintenance of CA owned lands | Management and maintenance of CA owned lands including stewardship, restoration, and ecological monitoring. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Passive recreation use, infrastructure and management planning | Management and maintenance of CA owned recreational assets including trails, parking, washroom facilities, pavilions, and other capital assets. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Land acquisition and disposition policy | The development of one or more policies governing land acquisitions and land dispositions. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Forestry – hazard tree and biodiversity management | Management of hazard/diseased trees and the management of biodiversity and invasive species on CA owned lands. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Campgrounds on CA owned land | Management, operation, and maintenance of campgrounds on CA owned land. | CAA s. 21(1)(m) | 3 | \$1,199,480 | \$979,600 | No |
| | Land acquisition and disposition | Acquisition and management of lands containing important natural heritage features or strategically aligned with existing CA land holdings. Disposition of lands considered surplus to the vision, mandate, and strategic goals of the CA. | CAA s.21(1)(c) | 3 | Variable | Variable | Yes |
| | Land lease and agreement management | Management of current and future land leases and property agreements. These leases and agreements help drive land-based revenues to offset the costs associated with management and maintenance of CA land holdings. | CAA s.21(1)(c) & (d) | 3 | \$20,300 | \$25,100 | No |
| Forestry | Forestry – forest management operations on CA owned lands | Forestry services, planting and/or woodlot management on CA owned land. | Reg. 686/21 s.9(1)2 | 1 | \$214,580 | \$303,600 | No |
| | Forestry – for private landowners | Forestry services and/or woodlot management for private landowners. Reforestation, tree sales, management planning, MFTIP, advice, tree marking. | CAA s.21(1)(g) & (o) | 3 | \$194,000 | \$225,000 | No |
| Stewardship | Watershed stewardship and restoration | Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners. | CAA s.21(1)(g) & (o) | 3 | \$1,870 | \$0 | Yes |
| Fleet | Fleet | Management and maintenance of CA fleet. | Enabling service | 1 | \$181,000 | \$285,500 | No |
| | | | | TOTAL | \$2,400,130 | \$2,470,725 | |

| Category of Program or Service – Forestry and Lands | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$885,825 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$885,825 |

2024 Water Resources Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|---|---|---|--|----------|--------------------|--------------------|-----------|
| Core Watershed Based Resource Management Strategy | Develop and implement a strategy for the CA | Collate/compile existing resource management plans, watershed plans, studies, and data. Strategy development. Implementation and reporting. | Reg. 686/21 s.8, Reg. 686/21 s.12(1)3, Reg. 686/21 s.12(4) | 1 | - | - | No |
| Water Management | Ice management plan | Determine how ice within the jurisdiction may increase the risk of natural hazards. Outline risk mitigation. Develop and implement plan. | Reg. 686/21 s. 4 | 1 | - | - | No |
| | Water and erosion infrastructure asset management plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | - | - | No |
| | Flood forecasting and warning | Daily data collection and monitoring of weather forecasts, provincial & local water level forecasts and watershed conditions; including flood event forecasting. Flood warning and communications. Maintenance of equipment. | Reg. 686/21 s.2 | 1 | \$275,800 | \$271,050 | No |
| | Low water response | Conditions monitoring/analysis. Technical & administrative support to the Water Response Team. | Reg. 686/21 s.3 | 1 | \$926,750 | \$743,900 | No |
| | Water and erosion infrastructure operational plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | | | No |
| | Flood and erosion control infrastructure | Maintenance and inspection on flood and erosion control structures, as required. Including projects dependent on Water and Erosion Control Infrastructure (WECI) funding from the province and from municipal partners. | Reg. 686/21 s.5 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | Category 2 programs and services | Programs and services provided by a CA on behalf of a municipality. | Reg. 687/21 | 2 | | | \$0 |
| Drinking Water Source Protection | Source protection authority role as set out in the <i>Clean Water Act</i> | Source Protection Area and Region liaison, technical support, support to the source protection committee, preparation of reports and attendance at meetings, activities required by the <i>Clean Water Act, 2006</i> and its regulations. | Reg. 686/21 s.13 | 1 | \$6,450 | \$6,450 | No |
| Watershed Monitoring | Provincial Water Quality Monitoring Network (PWQMN) | 50+ year CA/MECP partnership for stream water quality monitoring. CA takes water samples; MECP does lab analysis and data management. | Reg. 686/21 s.12(1)2, Reg. 686/21 s.12(3) | 1 | \$30,000 | \$30,240 | No |
| | Provincial Groundwater Monitoring Network (PGMN) | 20+ year CA/MECP partnership for groundwater level and quality monitoring. CA maintains equipment, data transfer to MECP, water sampling; MECP provides equipment, standards, data management. | Reg. 686/21 s.12(1)1 Reg. 686/21 s.12(2) | 1 | | | No |
| | SVCA Water Quality Monitoring Network – chemistry | Surface water quality sampling and reporting over 15 sites. | CAA s.21(1)(a) | 3 | \$119,050 | \$93,310 | Yes |
| | SVCA Water Quality Monitoring Network - benthic | Benthic collection and reporting at 20 sites. 20+ year CA/MECP partnership in the Ontario Benthos Biomonitoring Network. | CAA s.21(1)(a) | 3 | | | Yes |
| | Conservation Ontario Watershed Report Cards | A plain language, data driven reporting document released every 5 years describing watershed conditions in a CA. | CAA s.21(1)(a) | 3 | | | Yes |
| TOTAL | | | | | \$1,358,050 | \$1,172,740 | |

| Category of Program or Service – Water Resources | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$441,046 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$441,046 |

2024 Saugeen Valley Conservation Authority Budget

| Category of Program or Service – Summary | Levy | Self Generated | Reserves | Cost Apportioning | Special Levy | Other |
|--|--------------------|--------------------|------------------|-------------------|------------------|------------------|
| Category 1: Mandatory Programs and Services | \$2,287,471 | \$1,561,910 | \$221,586 | \$0 | \$302,948 | \$219,850 |
| Category 2: Non-mandated program or service delivered to municipality through an agreement | \$0 | \$0 | \$0 | \$0 | \$43,100 | \$0 |
| Category 3: Programs and services are cost-apportioned with municipalities | \$0 | \$1,187,400 | \$68,600 | \$100,410 | \$0 | \$0 |
| TOTAL | \$2,287,471 | \$2,749,310 | \$290,186 | \$100,410 | \$346,048 | \$219,850 |
| TOTAL 2024 BUDGET | \$5,993,275 | | | | | |

Schedule 'C' – Category 3 Cost Apportionment

| Municipality | Apportionment % | Water Quality 2024 Cost Apportioning | Associated Communications | Total 2024 Cost Apportioning |
|----------------------------------|-----------------|--------------------------------------|---------------------------|------------------------------|
| Municipality of Arran-Elderslie | 2.4902 | \$2,324 | \$177 | \$2,500 |
| Municipality of Brockton | 8.5850 | \$8,011 | \$610 | \$8,620 |
| Township of Chatsworth | 2.9709 | \$2,772 | \$211 | \$2,983 |
| Municipality of Grey Highlands | 4.3118 | \$4,023 | \$306 | \$4,329 |
| Town of Hanover | 6.4869 | \$6,053 | \$461 | \$6,514 |
| Township of Howick | 0.2677 | \$250 | \$19 | \$269 |
| Township of Huron-Kinloss | 5.5435 | \$5,173 | \$394 | \$5,566 |
| Municipality of Kincardine | 17.4085 | \$16,244 | \$1,236 | \$17,480 |
| Town of Minto | 2.7199 | \$2,538 | \$193 | \$2,731 |
| Municipality of Morris-Turnberry | 0.1906 | \$178 | \$14 | \$191 |
| Town of Saugeen Shores | 21.1168 | \$19,704 | \$1,499 | \$21,203 |
| Municipality of South Bruce | 4.8778 | \$4,551 | \$346 | \$4,898 |
| Township of Southgate | 7.1145 | \$6,639 | \$505 | \$7,144 |
| Township of Wellington North | 3.9272 | \$3,664 | \$279 | \$3,943 |
| Municipality of West Grey | 11.9887 | \$11,187 | \$851 | \$12,038 |
| TOTAL | 100.00% | \$93,311 | \$7,101 | \$100,411 |

Schedule 'D'

Saugeen Conservation Authority Board of Directors Motion to Execute Category 3 Agreements Pertaining to the Water Quality Program

November 30th, 2023

Motion # G23-113

THAT the SVCA Board of Directors authorizes staff to proceed with execution of all fifteen Category 3 Agreements pertaining to the Water Quality Program and associated communications, on behalf of the Authority.

Moved by: Jennifer Prenger, SVCA Director, Municipality of Kincardine.

Seconded by: Sue Paterson, SVCA Director, Town of Hanover.

CARRIED.

SAUGEEN VALLEY CONSERVATION AUTHORITY



Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)



Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors



Schedule E

Municipality of South Bruce

MUNICIPAL OFFICE

P.O. Box 540, 21 GORDON ST E., TEESWATER, ONTARIO N0G 2S0
Phone (519) 392-6623 | Fax (519) 392-6266 | Email vkennedy@southbruce.ca

October 11, 2023

Via Regular Lettermail

Saugeen Valley Conservation Authority
1078 Bruce Road 12, Box 150
Formosa, ON N0G 1W0

Dear Sir/Madam

Re: Saugeen Valley Conservation Authority – Municipal Cost Apportionment

Please be advised that Council, at its October 10th meeting of Council, passed the following motion:

Motion M23-639

Moved by: Ron Schnurr

Seconded by: Nigel Van Dyk

That Council approve the Saugeen Valley Conservation Authority's Draft Cost Apportioning Agreement with the Municipality of South Bruce for Category 3 programs and services as per Report CAO/Clerk -01-10-23.

Carried

At that meeting, Council also adopted a by-law authorizing the Mayor and Clerk to sign a Cost Apportioning Agreement between Saugeen Valley Conservation Authority and the Municipality of South Bruce.

In accordance with the above, the Agreement has been signed in duplicate and are enclosed. Kindly sign both (2) originals and return one to our office at:

The Municipality of South Bruce
21 Gordon Street East, Box 540
Teeswater, ON N0G 2S0
Attn: Vivian Kennedy

The remaining original is for your record.

If you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Vivian Kennedy".

Vivian Kennedy
Deputy Clerk
Municipality of South Bruce

SAUGEEN CONSERVATION

OCT 13 2023

RECEIVED



1078 Bruce Road 12 | P.O. Box 150 | Formosa ON
Canada | N0G 1W0 | 519-364-1255
www.saugeenconservation.ca
publicinfo@svca.on.ca

Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 1st day of November, 2023 (the "Effective Date").

BETWEEN:

THE TOWNSHIP OF SOUTHGATE

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "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 SVCA,

AND WHEREAS under the Act, Category 3 programs and services deemed advisable by the SVCA 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 SVCA 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 programs and services provided, other than mandatory programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the non-mandatory Category 3 programs and 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 SVCA for the delivery of Category 3 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. SVCA 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 Category 3 programs and services identified in Schedule 'A' shall also be included in a Watershed-Based Resource Management Strategy that the SVCA is required to develop and implement under the Act.
5. SVCA will not add to or delete from the list of Category 3 programs and services funded through municipal apportionment without first consulting with all participating municipalities. Any such change would require an amendment to this Agreement agreed to in writing by all participating municipalities.
6. The costs associated with the Category 3 programs and services subject to this Agreement shall be reviewed by the participating municipalities on an annual basis as part of the SVCA budget and apportionment process.

7. When preparing its annual budget, SVCA shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act, including preparation of a draft budget, consultations with participating municipalities, rules for voting to approve the apportionment, and preparation of the final budget.
8. SVCA's final approved budget shall be appended annually as Schedule 'B' to the Agreement.
9. SVCA 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 SVCA'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 programs and services are included in the budget process and apportionment, SVCA 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 SVCA may, where applicable, charge a fee (user fee) for a Category 3 program or service provided under this Agreement by the SVCA. 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 SVCA'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 SVCA and the Participating Municipality.
14. SVCA 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 SVCA 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 SVCA 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.

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

SAUGEEN VALLEY CONSERVATION AUTHORITY

Per: 

Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)

Per: 

Name: Barbara Dobreen

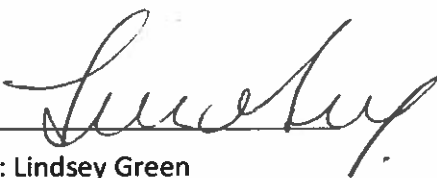
Title: Chair, SVCA Board of Directors

THE TOWNSHIP OF SOUTHGATE

Per: 

Name: Brian Milne

Title: Mayor

Per: 

Name: Lindsey Green

Title: Clerk

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

Service Area 1 – Water Quality Program

SVCA diligently conducts stream water quality monitoring at 14 locations within the watershed through the Provincial Water Quality Monitoring Network. Given the extensive expanse of the watershed and the constrained number of sampling locations under the Provincial Water Quality Monitoring Network, there were information voids. To ameliorate these deficits, SVCA instituted an in-house monitoring program in 2012, augmenting the network with an additional 15 monitoring sites distributed throughout the watershed. In concert, these programs yield the fundamental data indispensable for understanding the water quality status across the watershed.

Furthermore, SVCA has instituted a biomonitoring network encompassing twenty (20) water quality monitoring sites. Biomonitoring entails the utilization of organisms to evaluate environmental conditions, specifically water quality in this context. By monitoring benthic organisms, those that reside at the bottom of rivers and streams and possess specific tolerance thresholds for water quality conditions, SVCA can validate water chemistry findings through the biological data amassed at various locations throughout the watershed, thereby depicting a comprehensive characterization of water quality conditions.

Watershed Report Cards are developed every five (5) years using guidelines from Conservation Ontario. The Watershed Report Card is an excellent tool for conservation authorities to inform watershed residents about the health of their watershed in an easy-to-understand format. These Watershed Report Cards are a Category 3 Program using information collected directly from the two water quality monitoring programs described above.

The annual operating funds allocated for sustaining these water quality programs amount to \$119,050 for the year 2023. A business case, substantiating the perpetuation of these water quality programs, accompanies this Agreement.

Service Area 2 – Public Awareness and Communications for Non-Mandatory Programs and Services

SVCA's Communications, Community Outreach, and Public Awareness programming serve as instrumental tools in disseminating awareness pertaining to SVCA's array of programs and services. A considerable portion of this programming is financed in its entirety through the municipal levy, as it is primarily oriented towards mandatory programs and services (Category 1). However, an allocation of time and resources will be dedicated to buttress the non-mandatory components of the water quality monitoring program. For the year 2023, the operating funding budgeted for sustaining public awareness and communications specific to water quality monitoring programming stands at \$7,100.

Schedule 'B' – 2024 SVCA Budget



2024 Corporate Services Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|-----------------------------|--|---|---|----------|-------------|-------------|-----------|
| Administration, Finance, HR | Corporate services | Administrative, human resources, employee health and safety, 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 the CA. | Enabling Service | 1 | \$708,500 | \$841,800 | No |
| | Financial services | Accounting and payroll. | Enabling Service | 1 | | | No |
| | Legal expenses | Costs related to agreements/contracts, administrative by-law updates or other similar legal expenses. | Enabling Service | 1 | | | No |
| | Governance | Supporting CA Board of Directors, Advisory Committees, and the office of the GM/S-T. | Enabling Service | 1 | | | No |
| | Asset management | Asset management planning, facilities, fleet, and property management. | Enabling Service | 1 | | | No |
| Communications | Natural hazards communications, outreach, and education | Promoting public awareness of natural hazards including flooding, drought, and erosion. Inclusive of public events, materials, social media services, and general media relations. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | \$125,000 | \$127,200 | No |
| | Communications and marketing | General communications and marketing support for the CA. | Enabling Service | 1 | | | No |
| | Education and community events | Public education, community event development, execution, and support. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | | | No |
| | Public awareness and communications | General communications, marketing and awareness campaigns for non-mandatory programs and services (support for private forestry/planting, education, stewardship). | CAA s.21(1)(q) | 3 | \$7,100 | \$7,100 | Yes |
| Environmental Education | Curriculum delivery | Program development and delivery. | CAA s.21(1)(a) & (g) | 3 | \$94,550 | \$0 | Yes |
| | Day camp programming | Program development and execution for summer and PA Day camp programs. | CAA s.21(1)(a) & (g) | 3 | | | Yes |
| | Day camp programming | Program development and execution for summer day camp programs with the Town of Hanover. | CAA s.21(1)(a) & (g) | 2 | \$6,300 | \$0 | Yes |
| GIS/IT/IM | Information technology & management / GIS | Data management, records retention. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.1(3) | 1 | \$179,600 | \$199,800 | No |
| | Natural hazards technical Studies and information management | Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.5(1)1 Reg. 686/21 s.9(1)2 | 1 | | | No |
| | | | | TOTAL | \$1,121,050 | \$1,175,900 | |

| Category of Program or Service – Corporate Services | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$928,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$928,800 |

2024 Environmental Planning and Regulations Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|------------------------|--|--|-----------------|----------|-------------|-------------|-----------|
| Environmental Planning | Section 28.1 - permit administration and compliance activities | Reviewing and processing permit applications, associated technical reports, conducting site inspections, communication with applicants, agents, and consultants. Investigation and enforcement of regulatory compliance. | Reg. 686/21 s.8 | 1 | \$1,184,300 | \$1,132,300 | No |
| | Review under other legislation | Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Section 28 permit requirements. | Reg. 686/21 s.6 | 1 | | | No |
| | Municipal plan input and review | Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Condominium, Site Plan Approvals, Consents, Minor Variances, etc.) and input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of MNDMNRF. | Reg. 686/21 s.7 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | | | | TOTAL | \$1,184,300 | \$1,132,300 | |

| Category of Program or Service – Environmental Planning & Regulations | 2024 Levy Cost |
|---|-----------------|
| Category 1: Mandatory Programs and Services | \$31,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$31,800 |

2024 Forestry and Lands Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|--------------------|--|--|----------------------|----------|-------------|-------------|-----------|
| Conservation Lands | Strategy for CA owned or controlled lands and management plans | Guiding principles, objectives, including for an authority's land acquisition and disposition strategy, land use categories on conservation authority owned land, recommended management principles for different land categories. | Reg. 686/21 s.9(1)1 | 1 | \$43,500 | \$43,500 | No |
| | Development and maintenance of a land inventory | Development and maintenance of an inventory of every parcel of land that the Authority owns or controls including, location, surveys, site plans, maps, acquisition date, and how the parcel was acquired. | Reg. 686/21 s.9(1)3 | 1 | \$43,500 | \$43,500 | No |
| | Section 29 Minister's regulation for CAs | Conservation areas enforcement and compliance. | Reg. 686/21 s.9(1)4 | 1 | \$501,900 | \$564,925 | No |
| | Management, operation, and maintenance of CA owned lands | Management and maintenance of CA owned lands including stewardship, restoration, and ecological monitoring. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Passive recreation use, infrastructure and management planning | Management and maintenance of CA owned recreational assets including trails, parking, washroom facilities, pavilions, and other capital assets. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Land acquisition and disposition policy | The development of one or more policies governing land acquisitions and land dispositions. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Forestry – hazard tree and biodiversity management | Management of hazard/diseased trees and the management of biodiversity and invasive species on CA owned lands. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Campgrounds on CA owned land | Management, operation, and maintenance of campgrounds on CA owned land. | CAA s. 21(1)(m) | 3 | \$1,199,480 | \$979,600 | No |
| | Land acquisition and disposition | Acquisition and management of lands containing important natural heritage features or strategically aligned with existing CA land holdings. Disposition of lands considered surplus to the vision, mandate, and strategic goals of the CA. | CAA s.21(1)(c) | 3 | Variable | Variable | Yes |
| | Land lease and agreement management | Management of current and future land leases and property agreements. These leases and agreements help drive land-based revenues to offset the costs associated with management and maintenance of CA land holdings. | CAA s.21(1)(c) & (d) | 3 | \$20,300 | \$25,100 | No |
| Forestry | Forestry – forest management operations on CA owned lands | Forestry services, planting and/or woodlot management on CA owned land. | Reg. 686/21 s.9(1)2 | 1 | \$214,580 | \$303,600 | No |
| | Forestry – for private landowners | Forestry services and/or woodlot management for private landowners. Reforestation, tree sales, management planning, MFTIP, advice, tree marking. | CAA s.21(1)(g) & (o) | 3 | \$194,000 | \$225,000 | No |
| Stewardship | Watershed stewardship and restoration | Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners. | CAA s.21(1)(g) & (o) | 3 | \$1,870 | \$0 | Yes |
| Fleet | Fleet | Management and maintenance of CA fleet. | Enabling service | 1 | \$181,000 | \$285,500 | No |
| | | | | TOTAL | \$2,400,130 | \$2,470,725 | |

| Category of Program or Service – Forestry and Lands | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$885,825 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$885,825 |

2024 Water Resources Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|---|---|---|--|----------|--------------------|--------------------|-----------|
| Core Watershed Based Resource Management Strategy | Develop and implement a strategy for the CA | Collate/compile existing resource management plans, watershed plans, studies, and data. Strategy development. Implementation and reporting. | Reg. 686/21 s.8, Reg. 686/21 s.12(1)3, Reg. 686/21 s.12(4) | 1 | - | - | No |
| Water Management | Ice management plan | Determine how ice within the jurisdiction may increase the risk of natural hazards. Outline risk mitigation. Develop and implement plan. | Reg. 686/21 s. 4 | 1 | - | - | No |
| | Water and erosion infrastructure asset management plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | - | - | No |
| | Flood forecasting and warning | Daily data collection and monitoring of weather forecasts, provincial & local water level forecasts and watershed conditions; including flood event forecasting. Flood warning and communications. Maintenance of equipment. | Reg. 686/21 s.2 | 1 | \$275,800 | \$271,050 | No |
| | Low water response | Conditions monitoring/analysis. Technical & administrative support to the Water Response Team. | Reg. 686/21 s.3 | 1 | \$926,750 | \$743,900 | No |
| | Water and erosion infrastructure operational plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | | | No |
| | Flood and erosion control infrastructure | Maintenance and inspection on flood and erosion control structures, as required. Including projects dependent on Water and Erosion Control Infrastructure (WECI) funding from the province and from municipal partners. | Reg. 686/21 s.5 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | Category 2 programs and services | Programs and services provided by a CA on behalf of a municipality. | Reg. 687/21 | 2 | \$0 | \$27,790 | Yes |
| Drinking Water Source Protection | Source protection authority role as set out in the <i>Clean Water Act</i> | Source Protection Area and Region liaison, technical support, support to the source protection committee, preparation of reports and attendance at meetings, activities required by the <i>Clean Water Act, 2006</i> and its regulations. | Reg. 686/21 s.13 | 1 | \$6,450 | \$6,450 | No |
| Watershed Monitoring | Provincial Water Quality Monitoring Network (PWQMN) | 50+ year CA/MECP partnership for stream water quality monitoring. CA takes water samples; MECP does lab analysis and data management. | Reg. 686/21 s.12(1)2, Reg. 686/21 s.12(3) | 1 | \$30,000 | \$30,240 | No |
| | Provincial Groundwater Monitoring Network (PGMN) | 20+ year CA/MECP partnership for groundwater level and quality monitoring. CA maintains equipment, data transfer to MECP, water sampling; MECP provides equipment, standards, data management. | Reg. 686/21 s.12(1)1 Reg. 686/21 s.12(2) | 1 | | | No |
| | SVCA Water Quality Monitoring Network – chemistry | Surface water quality sampling and reporting over 15 sites. | CAA s.21(1)(a) | 3 | \$119,050 | \$93,310 | Yes |
| | SVCA Water Quality Monitoring Network - benthic | Benthic collection and reporting at 20 sites. 20+ year CA/MECP partnership in the Ontario Benthos Biomonitoring Network. | CAA s.21(1)(a) | 3 | | | Yes |
| | Conservation Ontario Watershed Report Cards | A plain language, data driven reporting document released every 5 years describing watershed conditions in a CA. | CAA s.21(1)(a) | 3 | | | Yes |
| TOTAL | | | | | \$1,358,050 | \$1,172,740 | |

| Category of Program or Service – Water Resources | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$441,046 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$441,046 |

2024 Saugeen Valley Conservation Authority Budget

| Category of Program or Service – Summary | Levy | Self Generated | Reserves | Cost Apportioning | Special Levy | Other |
|--|--------------------|--------------------|------------------|-------------------|------------------|------------------|
| Category 1: Mandatory Programs and Services | \$2,287,471 | \$1,561,910 | \$221,586 | \$0 | \$302,948 | \$219,850 |
| Category 2: Non-mandated program or service delivered to municipality through an agreement | \$0 | \$0 | \$0 | \$0 | \$43,100 | \$0 |
| Category 3: Programs and services are cost-apportioned with municipalities | \$0 | \$1,187,400 | \$68,600 | \$100,410 | \$0 | \$0 |
| TOTAL | \$2,287,471 | \$2,749,310 | \$290,186 | \$100,410 | \$346,048 | \$219,850 |
| TOTAL 2024 BUDGET | \$5,993,275 | | | | | |

Schedule 'C' – Category 3 Cost Apportionment

| Municipality | Apportionment % | Water Quality 2024 Cost Apportioning | Associated Communications | Total 2024 Cost Apportioning |
|----------------------------------|-----------------|--------------------------------------|---------------------------|------------------------------|
| Municipality of Arran-Elderslie | 2.4902 | \$2,324 | \$177 | \$2,500 |
| Municipality of Brockton | 8.5850 | \$8,011 | \$610 | \$8,620 |
| Township of Chatsworth | 2.9709 | \$2,772 | \$211 | \$2,983 |
| Municipality of Grey Highlands | 4.3118 | \$4,023 | \$306 | \$4,329 |
| Town of Hanover | 6.4869 | \$6,053 | \$461 | \$6,514 |
| Township of Howick | 0.2677 | \$250 | \$19 | \$269 |
| Township of Huron-Kinloss | 5.5435 | \$5,173 | \$394 | \$5,566 |
| Municipality of Kincardine | 17.4085 | \$16,244 | \$1,236 | \$17,480 |
| Town of Minto | 2.7199 | \$2,538 | \$193 | \$2,731 |
| Municipality of Morris-Turnberry | 0.1906 | \$178 | \$14 | \$191 |
| Town of Saugeen Shores | 21.1168 | \$19,704 | \$1,499 | \$21,203 |
| Municipality of South Bruce | 4.8778 | \$4,551 | \$346 | \$4,898 |
| Township of Southgate | 7.1145 | \$6,639 | \$505 | \$7,144 |
| Township of Wellington North | 3.9272 | \$3,664 | \$279 | \$3,943 |
| Municipality of West Grey | 11.9887 | \$11,187 | \$851 | \$12,038 |
| TOTAL | 100.00% | \$93,311 | \$7,101 | \$100,411 |

Schedule 'D'

Saugeen Conservation Authority Board of Directors Motion to Execute Category 3 Agreements Pertaining to the Water Quality Program

November 30th, 2023

Motion # G23-113

THAT the SVCA Board of Directors authorizes staff to proceed with execution of all fifteen Category 3 Agreements pertaining to the Water Quality Program and associated communications, on behalf of the Authority.

Moved by: Jennifer Prenger, SVCA Director, Municipality of Kincardine.

Seconded by: Sue Paterson, SVCA Director, Town of Hanover.

CARRIED.

SAUGEEN VALLEY CONSERVATION AUTHORITY



Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)



Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

The Corporation of the Township of Southgate

By-law Number 2023-099

**being a by-law to authorize an agreement between Saugeen Valley
Conservation Authority
and The Corporation of the Township of Southgate**

Whereas the Municipal Act, 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers, and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

Whereas Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that 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 it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into an agreement with Saugeen Valley Conservation Authority,

Now therefore be it resolved that the Council of the Corporation of the Township of Southgate enacts as follows:

1. **That** the agreement between Saugeen Valley Conservation Authority and the Corporation of the Township of Southgate, attached hereto as Schedule "A" is hereby ratified and confirmed; and
2. **That** the Mayor and the Clerk are authorized and directed to sign the agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Council of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**Read a first, second and third time and finally passed this 1st day of
November, 2023.**


Brian Milne - Mayor


Lindsey Green - Clerk



Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 6th day of December, 2023 (the "**Effective Date**").

BETWEEN:

THE TOWNSHIP OF WELLINGTON NORTH

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "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 SVCA,

AND WHEREAS under the Act, Category 3 programs and services deemed advisable by the SVCA 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 SVCA 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 programs and services provided, other than mandatory programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the non-mandatory Category 3 programs and 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 SVCA for the delivery of Category 3 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. SVCA 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 Category 3 programs and services identified in Schedule 'A' shall also be included in a Watershed-Based Resource Management Strategy that the SVCA is required to develop and implement under the Act.
5. SVCA will not add to or delete from the list of Category 3 programs and services funded through municipal apportionment without first consulting with all participating municipalities. Any such change would require an amendment to this Agreement agreed to in writing by all participating municipalities.
6. The costs associated with the Category 3 programs and services subject to this Agreement shall be reviewed by the participating municipalities on an annual basis as part of the SVCA budget and apportionment process.


7. When preparing its annual budget, SVCA shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act, including preparation of a draft budget, consultations with participating municipalities, rules for voting to approve the apportionment, and preparation of the final budget.
8. SVCA's final approved budget shall be appended annually as Schedule 'B' to the Agreement.
9. SVCA 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 SVCA'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 programs and services are included in the budget process and apportionment, SVCA 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 SVCA may, where applicable, charge a fee (user fee) for a Category 3 program or service provided under this Agreement by the SVCA. 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 SVCA'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 SVCA and the Participating Municipality.
14. SVCA 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 SVCA 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 SVCA 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.


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


SAUGEEN VALLEY CONSERVATION AUTHORITY

DocuSigned by:
Per: 
0A4B684CD2CD482...
Name: Erik Downing
Title: General Manager/Secretary-Treasurer (Acting)

DocuSigned by:
Per: 
F7A42BED0F5D471...
Name: Barbara Dobreen
Title: Chair, SVCA Board of Directors

THE TOWNSHIP OF WELLINGTON NORTH

DocuSigned by:
Per: 
80AF05F09D284A3...
Name: Andrew Lennox
Title: Mayor

DocuSigned by:
Per: 
F66A115C71324C9...
Name: Karren Wallace
Title: Clerk
We have the authority to bind the corporation

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

Service Area 1 – Water Quality Program

SVCA diligently conducts stream water quality monitoring at 14 locations within the watershed through the Provincial Water Quality Monitoring Network. Given the extensive expanse of the watershed and the constrained number of sampling locations under the Provincial Water Quality Monitoring Network, there were information voids. To ameliorate these deficits, SVCA instituted an in-house monitoring program in 2012, augmenting the network with an additional 15 monitoring sites distributed throughout the watershed. In concert, these programs yield the fundamental data indispensable for understanding the water quality status across the watershed.

Furthermore, SVCA has instituted a biomonitoring network encompassing twenty (20) water quality monitoring sites. Biomonitoring entails the utilization of organisms to evaluate environmental conditions, specifically water quality in this context. By monitoring benthic organisms, those that reside at the bottom of rivers and streams and possess specific tolerance thresholds for water quality conditions, SVCA can validate water chemistry findings through the biological data amassed at various locations throughout the watershed, thereby depicting a comprehensive characterization of water quality conditions.

Watershed Report Cards are developed every five (5) years using guidelines from Conservation Ontario. The Watershed Report Card is an excellent tool for conservation authorities to inform watershed residents about the health of their watershed in an easy-to-understand format. These Watershed Report Cards are a Category 3 Program using information collected directly from the two water quality monitoring programs described above.

The annual operating funds allocated for sustaining these water quality programs amount to \$119,050 for the year 2023. A business case, substantiating the perpetuation of these water quality programs, accompanies this Agreement.

Service Area 2 – Public Awareness and Communications for Non-Mandatory Programs and Services

SVCA's Communications, Community Outreach, and Public Awareness programming serve as instrumental tools in disseminating awareness pertaining to SVCA's array of programs and services. A considerable portion of this programming is financed in its entirety through the municipal levy, as it is primarily oriented towards mandatory programs and services (Category 1). However, an allocation of time and resources will be dedicated to buttress the non-mandatory components of the water quality monitoring program. For the year 2023, the

operating funding budgeted for sustaining public awareness and communications specific to water quality monitoring programming stands at \$7,100.

Schedule 'B' – 2024 SVCA Draft Budget



2024 Corporate Services Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|--------------------------------|--|---|---|----------|-------------|-------------|-----------|
| Administration, Finance, HR | Corporate services | Administrative, human resources, employee health and safety, 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 the CA. | Enabling Service | 1 | \$708,500 | \$841,800 | No |
| | Financial services | Accounting and payroll. | Enabling Service | 1 | | | No |
| | Legal expenses | Costs related to agreements/contracts, administrative by-law updates or other similar legal expenses. | Enabling Service | 1 | | | No |
| | Governance | Supporting CA Board of Directors, Advisory Committees, and the office of the GM/S-T. | Enabling Service | 1 | | | No |
| | Asset management | Asset management planning, facilities, fleet, and property management. | Enabling Service | 1 | | | No |
| Communications | Natural hazards communications, outreach, and education | Promoting public awareness of natural hazards including flooding, drought, and erosion. Inclusive of public events, materials, social media services, and general media relations. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | \$125,000 | \$127,200 | No |
| | Communications and marketing | General communications and marketing support for the CA. | Enabling Service | 1 | | | No |
| | Education and community events | Public education, community event development, execution, and support. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | | | No |
| | Public awareness and communications | General communications, marketing and awareness campaigns for non-mandatory programs and services (support for private forestry/planting, education, stewardship). | CAA s.21(1)(q) | 3 | \$7,100 | \$7,100 | Yes |
| Environmental Education | Curriculum delivery | Program development and delivery. | CAA s.21(1)(a) & (q) | 3 | \$94,550 | \$0 | Yes |
| | Day camp programming | Program development and execution for summer and PA Day camp programs. | CAA s.21(1)(a) & (q) | 3 | | | Yes |
| | Day camp programming | Program development and execution for summer day camp programs with the Town of Hanover. | CAA s.21(1)(a) & (q) | 2 | \$6,300 | \$0 | Yes |
| GIS/IT/IM | Information technology & management / GIS | Data management, records retention. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.1(3) | 1 | \$179,600 | \$199,800 | No |
| | Natural hazards technical Studies and information management | Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.5(1)1 Reg. 686/21 s.9(1)2 | 1 | | | No |
| | | | | TOTAL | \$1,121,050 | \$1,175,900 | |

| Category of Program or Service – Corporate Services | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$928,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$928,800 |

2024 Environmental Planning and Regulations Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|------------------------|--|---|-----------------|----------|-------------|-------------|-----------|
| Environmental Planning | Section 28.1 - permit administration and compliance activities | Reviewing and processing permit applications, associated technical reports, conducting site inspections, communication with applicants, agents, and consultants. Investigation and enforcement of regulatory compliance. | Reg. 686/21 s.8 | 1 | \$1,184,300 | \$1,132,300 | No |
| | Review under other legislation | Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Section 28 permit requirements. | Reg. 686/21 s.6 | 1 | | | No |
| | Municipal plan input and review | Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Condominium, Site Plan Approvals, Consents, Minor Variances, etc.) and input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of MNDMNR. | Reg. 686/21 s.7 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | | | | TOTAL | \$1,184,300 | \$1,132,300 | |

| Category of Program or Service – Environmental Planning & Regulations | 2024 Levy Cost |
|---|-----------------|
| Category 1: Mandatory Programs and Services | \$31,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$31,800 |

2024 Forestry and Lands Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|--------------------|--|--|----------------------|----------|--------------------|--------------------|-----------|
| Conservation Lands | Strategy for CA owned or controlled lands and management plans | Guiding principles, objectives, including for an authority’s land acquisition and disposition strategy, land use categories on conservation authority owned land, recommended management principles for different land categories. | Reg. 686/21 s.9(1)1 | 1 | \$43,500 | \$43,500 | No |
| | Development and maintenance of a land inventory | Development and maintenance of an inventory of every parcel of land that the Authority owns or controls including, location, surveys, site plans, maps, acquisition date, and how the parcel was acquired. | Reg. 686/21 s.9(1)3 | 1 | \$43,500 | \$43,500 | No |
| | Section 29 Minister’s regulation for CAs | Conservation areas enforcement and compliance. | Reg. 686/21 s.9(1)4 | 1 | \$501,900 | \$564,925 | No |
| | Management, operation, and maintenance of CA owned lands | Management and maintenance of CA owned lands including stewardship, restoration, and ecological monitoring. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Passive recreation use, infrastructure and management planning | Management and maintenance of CA owned recreational assets including trails, parking, washroom facilities, pavilions, and other capital assets. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Land acquisition and disposition policy | The development of one or more policies governing land acquisitions and land dispositions. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Forestry – hazard tree and biodiversity management | Management of hazard/diseased trees and the management of biodiversity and invasive species on CA owned lands. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Campgrounds on CA owned land | Management, operation, and maintenance of campgrounds on CA owned land. | CAA s. 21(1)(m) | 3 | \$1,199,480 | \$979,600 | No |
| | Land acquisition and disposition | Acquisition and management of lands containing important natural heritage features or strategically aligned with existing CA land holdings. Disposition of lands considered surplus to the vision, mandate, and strategic goals of the CA. | CAA s.21(1)(c) | 3 | Variable | Variable | Yes |
| | Land lease and agreement management | Management of current and future land leases and property agreements. These leases and agreements help drive land-based revenues to offset the costs associated with management and maintenance of CA land holdings. | CAA s.21(1)(c) & (d) | 3 | \$20,300 | \$25,100 | No |
| Forestry | Forestry – forest management operations on CA owned lands | Forestry services, planting and/or woodlot management on CA owned land. | Reg. 686/21 s.9(1)2 | 1 | \$214,580 | \$303,600 | No |
| | Forestry – for private landowners | Forestry services and/or woodlot management for private landowners. Reforestation, tree sales, management planning, MFTIP, advice, tree marking. | CAA s.21(1)(g) & (o) | 3 | \$194,000 | \$225,000 | No |
| Stewardship | Watershed stewardship and restoration | Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners. | CAA s.21(1)(g) & (o) | 3 | \$1,870 | \$0 | Yes |
| Fleet | Fleet | Management and maintenance of CA fleet. | Enabling service | 1 | \$181,000 | \$285,500 | No |
| TOTAL | | | | | \$2,400,130 | \$2,470,725 | |

| Category of Program or Service – Forestry and Lands | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$885,825 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$885,825 |

2024 Water Resources Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|---|---|---|--|----------|-------------|-------------|-----------|
| Core Watershed Based Resource Management Strategy | Develop and implement a strategy for the CA | Collate/compile existing resource management plans, watershed plans, studies, and data. Strategy development. Implementation and reporting. | Reg. 686/21 s.8, Reg. 686/21 s.12(1)3, Reg. 686/21 s.12(4) | 1 | - | - | No |
| Water Management | Ice management plan | Determine how ice within the jurisdiction may increase the risk of natural hazards. Outline risk mitigation. Develop and implement plan. | Reg. 686/21 s. 4 | 1 | - | - | No |
| | Water and erosion infrastructure asset management plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | - | - | No |
| | Flood forecasting and warning | Daily data collection and monitoring of weather forecasts, provincial & local water level forecasts and watershed conditions; including flood event forecasting. Flood warning and communications. Maintenance of equipment. | Reg. 686/21 s.2 | 1 | \$275,800 | \$271,050 | No |
| | Low water response | Conditions monitoring/analysis. Technical & administrative support to the Water Response Team. | Reg. 686/21 s.3 | 1 | \$926,750 | \$743,900 | No |
| | Water and erosion infrastructure operational plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | | | No |
| | Flood and erosion control infrastructure | Maintenance and inspection on flood and erosion control structures, as required. Including projects dependent on Water and Erosion Control Infrastructure (WECI) funding from the province and from municipal partners. | Reg. 686/21 s.5 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | Category 2 programs and services | Programs and services provided by a CA on behalf of a municipality. | Reg. 687/21 | 2 | \$0 | \$27,790 | Yes |
| Drinking Water Source Protection | Source protection authority role as set out in the <i>Clean Water Act</i> | Source Protection Area and Region liaison, technical support, support to the source protection committee, preparation of reports and attendance at meetings, activities required by the <i>Clean Water Act, 2006</i> and its regulations. | Reg. 686/21 s.13 | 1 | \$6,450 | \$6,450 | No |
| Watershed Monitoring | Provincial Water Quality Monitoring Network (PWQMN) | 50+ year CA/MECP partnership for stream water quality monitoring. CA takes water samples; MECP does lab analysis and data management. | Reg. 686/21 s.12(1)2, Reg. 686/21 s.12(3) | 1 | \$30,000 | \$30,240 | No |
| | Provincial Groundwater Monitoring Network(PGMN) | 20+ year CA/MECP partnership for groundwater level and quality monitoring. CA maintains equipment, data transfer to MECP, water sampling; MECP provides equipment, standards, data management. | Reg. 686/21 s.12(1)1 Reg. 686/21 s.12(2) | 1 | | | No |
| | SVCA Water Quality Monitoring Network –chemistry | Surface water quality sampling and reporting over 15 sites. | CAA s.21(1)(a) | 3 | \$119,050 | \$93,310 | Yes |
| | SVCA Water Quality Monitoring Network - benthic | Benthic collection and reporting at 20 sites. 20+ year CA/MECP partnership in the Ontario Benthos Biomonitoring Network. | CAA s.21(1)(a) | 3 | | | Yes |
| | Conservation Ontario Watershed Report Cards | A plain language, data driven reporting document released every 5 years describing watershed conditions in a CA. | CAA s.21(1)(a) | 3 | | | Yes |
| TOTAL | | | | | \$1,358,050 | \$1,172,740 | |

| Category of Program or Service – Water Resources | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$441,046 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$441,046 |

2024 Saugeen Valley Conservation Authority Budget

| Category of Program or Service – Summary | Levy | Self Generated | Reserves | Cost Apportioning | Special Levy | Other |
|--|--------------------|--------------------|------------------|-------------------|------------------|------------------|
| Category 1: Mandatory Programs and Services | \$2,287,471 | \$1,561,910 | \$221,586 | \$0 | \$302,948 | \$219,850 |
| Category 2: Non-mandated program or service delivered to municipality through an agreement | \$0 | \$0 | \$0 | \$0 | \$43,100 | \$0 |
| Category 3: Programs and services are cost-apportioned with municipalities | \$0 | \$1,187,400 | \$68,600 | \$100,410 | \$0 | \$0 |
| TOTAL | \$2,287,471 | \$2,749,310 | \$290,186 | \$100,410 | \$346,048 | \$219,850 |
| TOTAL 2024 BUDGET | | \$5,993,275 | | | | |



Schedule 'C' – Category 3 Cost Apportionment

| Municipality | Apportionment % | Water Quality 2024 Cost Apportioning | Associated Communications | Total 2024 Cost Apportioning |
|----------------------------------|-----------------|--------------------------------------|---------------------------|------------------------------|
| Municipality of Arran-Elderslie | 2.4902 | \$2,324 | \$177 | \$2,500 |
| Municipality of Brockton | 8.5850 | \$8,011 | \$610 | \$8,620 |
| Township of Chatsworth | 2.9709 | \$2,772 | \$211 | \$2,983 |
| Municipality of Grey Highlands | 4.3118 | \$4,023 | \$306 | \$4,329 |
| Town of Hanover | 6.4869 | \$6,053 | \$461 | \$6,514 |
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| Municipality of Morris-Turnberry | 0.1906 | \$178 | \$14 | \$191 |
| Town of Saugeen Shores | 21.1168 | \$19,704 | \$1,499 | \$21,203 |
| Municipality of South Bruce | 4.8778 | \$4,551 | \$346 | \$4,898 |
| Township of Southgate | 7.1145 | \$6,639 | \$505 | \$7,144 |
| Township of Wellington North | 3.9272 | \$3,664 | \$279 | \$3,943 |
| Municipality of West Grey | 11.9887 | \$11,187 | \$851 | \$12,038 |
| TOTAL | 100.00% | \$93,311 | \$7,101 | \$100,411 |

Schedule 'D'

Saugeen Conservation Authority Board of Directors Motion to Execute Category 3 Agreements Pertaining to the Water Quality Program

November 30th, 2023

Motion # G23-113

THAT the SVCA Board of Directors authorizes staff to proceed with execution of all fifteen Category 3 Agreements pertaining to the Water Quality Program and associated communications, on behalf of the Authority.

Moved by: Jennifer Prenger, SVCA Director, Municipality of Kincardine.

Seconded by: Sue Paterson, SVCA Director, Town of Hanover.

CARRIED.

SAUGEEN VALLEY CONSERVATION AUTHORITY



Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)



Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 096-2023

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
MEMORANDUM OF UNDERSTANDING WITH THE SAUGEEN
VALLEY CONSERVATION AUTHORITY (SVCA) FOR PROGRAMS
AND SERVICES**

WHEREAS the Township of Wellington North and the Saugeen Valley Conservation Authority wish to enter into a Memorandum of Understanding for the delivery of program and services.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP
OF WELLINGTON NORTH ENACTS AS FOLLOWS:**

1. That the Corporation of the Township of Wellington North enter into a Memorandum of Understanding with the Saugeen Valley Conservation Authority for the delivery of program and services in substantially the same form as the agreement attached hereto as Schedule "A"
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 23RD DAY OF OCTOBER, 2023**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 30th day of October, 2023 (the "Effective Date").

BETWEEN:

THE MUNICIPALITY OF WEST GREY

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "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 SVCA,

AND WHEREAS under the Act, Category 3 programs and services deemed advisable by the SVCA 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 SVCA 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 programs and services provided, other than mandatory programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the non-mandatory Category 3 programs and 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 SVCA for the delivery of Category 3 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. SVCA 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 Category 3 programs and services identified in Schedule 'A' shall also be included in a Watershed-Based Resource Management Strategy that the SVCA is required to develop and implement under the Act.
5. SVCA will not add to or delete from the list of Category 3 programs and services funded through municipal apportionment without first consulting with all participating municipalities. Any such change would require an amendment to this Agreement agreed to in writing by all participating municipalities.
6. The costs associated with the Category 3 programs and services subject to this Agreement shall be reviewed by the participating municipalities on an annual basis as part of the SVCA budget and apportionment process.

7. When preparing its annual budget, SVCA shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act, including preparation of a draft budget, consultations with participating municipalities, rules for voting to approve the apportionment, and preparation of the final budget.
8. SVCA's final approved budget shall be appended annually as Schedule 'B' to the Agreement.
9. SVCA 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 SVCA'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 programs and services are included in the budget process and apportionment, SVCA 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 SVCA may, where applicable, charge a fee (user fee) for a Category 3 program or service provided under this Agreement by the SVCA. 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 SVCA'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 SVCA and the Participating Municipality.
14. SVCA 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 SVCA 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 SVCA 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.

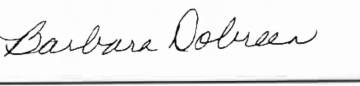
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

SAUGEEN VALLEY CONSERVATION AUTHORITY

Per: 

Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)

Per: 

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

THE MUNICIPALITY OF WEST GREY

Per: 

Name: Jamie Eckensiller

Title: Director of Legislative Services/clerk

Per: 

Name: Kevin Eccles

Title: Mayor

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

Service Area 1 – Water Quality Program

SVCA diligently conducts stream water quality monitoring at 14 locations within the watershed through the Provincial Water Quality Monitoring Network. Given the extensive expanse of the watershed and the constrained number of sampling locations under the Provincial Water Quality Monitoring Network, there were information voids. To ameliorate these deficits, SVCA instituted an in-house monitoring program in 2012, augmenting the network with an additional 15 monitoring sites distributed throughout the watershed. In concert, these programs yield the fundamental data indispensable for understanding the water quality status across the watershed.

Furthermore, SVCA has instituted a biomonitoring network encompassing twenty (20) water quality monitoring sites. Biomonitoring entails the utilization of organisms to evaluate environmental conditions, specifically water quality in this context. By monitoring benthic organisms, those that reside at the bottom of rivers and streams and possess specific tolerance thresholds for water quality conditions, SVCA can validate water chemistry findings through the biological data amassed at various locations throughout the watershed, thereby depicting a comprehensive characterization of water quality conditions.

Watershed Report Cards are developed every five (5) years using guidelines from Conservation Ontario. The Watershed Report Card is an excellent tool for conservation authorities to inform watershed residents about the health of their watershed in an easy-to-understand format. These Watershed Report Cards are a Category 3 Program using information collected directly from the two water quality monitoring programs described above.

The annual operating funds allocated for sustaining these water quality programs amount to \$119,050 for the year 2023. A business case, substantiating the perpetuation of these water quality programs, accompanies this Agreement.

Service Area 2 – Public Awareness and Communications for Non-Mandatory Programs and Services

SVCA's Communications, Community Outreach, and Public Awareness programming serve as instrumental tools in disseminating awareness pertaining to SVCA's array of programs and services. A considerable portion of this programming is financed in its entirety through the municipal levy, as it is primarily oriented towards mandatory programs and services (Category 1). However, an allocation of time and resources will be dedicated to buttress the non-mandatory components of the water quality monitoring program. For the year 2023, the operating funding budgeted for sustaining public awareness and communications specific to water quality monitoring programming stands at \$7,100.

Schedule 'B' – 2024 SVCA Budget



2024 Corporate Services Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|-----------------------------|--|---|---|----------|-------------|-------------|-----------|
| Administration, Finance, HR | Corporate services | Administrative, human resources, employee health and safety, 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 the CA. | Enabling Service | 1 | \$708,500 | \$841,800 | No |
| | Financial services | Accounting and payroll. | Enabling Service | 1 | | | No |
| | Legal expenses | Costs related to agreements/contracts, administrative by-law updates or other similar legal expenses. | Enabling Service | 1 | | | No |
| | Governance | Supporting CA Board of Directors, Advisory Committees, and the office of the GM/S-T. | Enabling Service | 1 | | | No |
| | Asset management | Asset management planning, facilities, fleet, and property management. | Enabling Service | 1 | | | No |
| Communications | Natural hazards communications, outreach, and education | Promoting public awareness of natural hazards including flooding, drought, and erosion. Inclusive of public events, materials, social media services, and general media relations. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | \$125,000 | \$127,200 | No |
| | Communications and marketing | General communications and marketing support for the CA. | Enabling Service | 1 | | | No |
| | Education and community events | Public education, community event development, execution, and support. | Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4 | 1 | | | No |
| | Public awareness and communications | General communications, marketing and awareness campaigns for non-mandatory programs and services (support for private forestry/planting, education, stewardship). | CAA s.21(1)(q) | 3 | \$7,100 | \$7,100 | Yes |
| Environmental Education | Curriculum delivery | Program development and delivery. | CAA s.21(1)(a) & (q) | 3 | \$94,550 | \$0 | Yes |
| | Day camp programming | Program development and execution for summer and PA Day camp programs. | CAA s.21(1)(a) & (q) | 3 | | | Yes |
| | Day camp programming | Program development and execution for summer day camp programs with the Town of Hanover. | CAA s.21(1)(a) & (q) | 2 | \$6,300 | \$0 | Yes |
| GIS/IT/IM | Information technology & management / GIS | Data management, records retention. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.1(3) | 1 | \$179,600 | \$199,800 | No |
| | Natural hazards technical Studies and information management | Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide geospatial representations of data. | Reg. 686/21 s.5(1)1 Reg. 686/21 s.9(1)2 | 1 | | | No |
| | | | | TOTAL | \$1,121,050 | \$1,175,900 | |

| Category of Program or Service – Corporate Services | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$928,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$928,800 |

2024 Environmental Planning and Regulations Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|------------------------|--|--|-----------------|----------|-------------|-------------|-----------|
| Environmental Planning | Section 28.1 - permit administration and compliance activities | Reviewing and processing permit applications, associated technical reports, conducting site inspections, communication with applicants, agents, and consultants. Investigation and enforcement of regulatory compliance. | Reg. 686/21 s.8 | 1 | \$1,184,300 | \$1,132,300 | No |
| | Review under other legislation | Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Section 28 permit requirements. | Reg. 686/21 s.6 | 1 | | | No |
| | Municipal plan input and review | Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Condominium, Site Plan Approvals, Consents, Minor Variances, etc.) and input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of MNDMNRF. | Reg. 686/21 s.7 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | | | | TOTAL | \$1,184,300 | \$1,132,300 | |

| Category of Program or Service – Environmental Planning & Regulations | 2024 Levy Cost |
|---|-----------------|
| Category 1: Mandatory Programs and Services | \$31,800 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$31,800 |

2024 Forestry and Lands Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|--------------------|--|--|----------------------|----------|-------------|-------------|-----------|
| Conservation Lands | Strategy for CA owned or controlled lands and management plans | Guiding principles, objectives, including for an authority's land acquisition and disposition strategy, land use categories on conservation authority owned land, recommended management principles for different land categories. | Reg. 686/21 s.9(1)1 | 1 | \$43,500 | \$43,500 | No |
| | Development and maintenance of a land inventory | Development and maintenance of an inventory of every parcel of land that the Authority owns or controls including, location, surveys, site plans, maps, acquisition date, and how the parcel was acquired. | Reg. 686/21 s.9(1)3 | 1 | \$43,500 | \$43,500 | No |
| | Section 29 Minister's regulation for CAs | Conservation areas enforcement and compliance. | Reg. 686/21 s.9(1)4 | 1 | \$501,900 | \$564,925 | No |
| | Management, operation, and maintenance of CA owned lands | Management and maintenance of CA owned lands including stewardship, restoration, and ecological monitoring. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Passive recreation use, infrastructure and management planning | Management and maintenance of CA owned recreational assets including trails, parking, washroom facilities, pavilions, and other capital assets. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Land acquisition and disposition policy | The development of one or more policies governing land acquisitions and land dispositions. | Reg. 686/21 s.9(1)1 | 1 | | | No |
| | Forestry – hazard tree and biodiversity management | Management of hazard/diseased trees and the management of biodiversity and invasive species on CA owned lands. | Reg. 686/21 s.9(1)2 | 1 | | | No |
| | Campgrounds on CA owned land | Management, operation, and maintenance of campgrounds on CA owned land. | CAA s. 21(1)(m) | 3 | \$1,199,480 | \$979,600 | No |
| | Land acquisition and disposition | Acquisition and management of lands containing important natural heritage features or strategically aligned with existing CA land holdings. Disposition of lands considered surplus to the vision, mandate, and strategic goals of the CA. | CAA s.21(1)(c) | 3 | Variable | Variable | Yes |
| | Land lease and agreement management | Management of current and future land leases and property agreements. These leases and agreements help drive land-based revenues to offset the costs associated with management and maintenance of CA land holdings. | CAA s.21(1)(c) & (d) | 3 | \$20,300 | \$25,100 | No |
| Forestry | Forestry – forest management operations on CA owned lands | Forestry services, planting and/or woodlot management on CA owned land. | Reg. 686/21 s.9(1)2 | 1 | \$214,580 | \$303,600 | No |
| | Forestry – for private landowners | Forestry services and/or woodlot management for private landowners. Reforestation, tree sales, management planning, MFTIP, advice, tree marking. | CAA s.21(1)(g) & (o) | 3 | \$194,000 | \$225,000 | No |
| Stewardship | Watershed stewardship and restoration | Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners. | CAA s.21(1)(g) & (o) | 3 | \$1,870 | \$0 | Yes |
| Fleet | Fleet | Management and maintenance of CA fleet. | Enabling service | 1 | \$181,000 | \$285,500 | No |
| | | | | TOTAL | \$2,400,130 | \$2,470,725 | |

| Category of Program or Service – Forestry and Lands | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$885,825 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$885,825 |

2024 Water Resources Budget

| Program Area | Provision | Description | Legislation | Category | 2023 | 2024 | Agreement |
|---|---|---|--|----------|-------------|-------------|-----------|
| Core Watershed Based Resource Management Strategy | Develop and implement a strategy for the CA | Collate/compile existing resource management plans, watershed plans, studies, and data. Strategy development. Implementation and reporting. | Reg. 686/21 s.8, Reg. 686/21 s.12(1)3, Reg. 686/21 s.12(4) | 1 | - | - | No |
| Water Management | Ice management plan | Determine how ice within the jurisdiction may increase the risk of natural hazards. Outline risk mitigation. Develop and implement plan. | Reg. 686/21 s. 4 | 1 | - | - | No |
| | Water and erosion infrastructure asset management plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | - | - | No |
| | Flood forecasting and warning | Daily data collection and monitoring of weather forecasts, provincial & local water level forecasts and watershed conditions; including flood event forecasting. Flood warning and communications. Maintenance of equipment. | Reg. 686/21 s.2 | 1 | \$275,800 | \$271,050 | No |
| | Low water response | Conditions monitoring/analysis. Technical & administrative support to the Water Response Team. | Reg. 686/21 s.3 | 1 | \$926,750 | \$743,900 | No |
| | Water and erosion infrastructure operational plan | Develop and implementation of plan. Annual reporting. | Reg. 686/21 s.5 | 1 | | | No |
| | Flood and erosion control infrastructure | Maintenance and inspection on flood and erosion control structures, as required. Including projects dependent on Water and Erosion Control Infrastructure (WECI) funding from the province and from municipal partners. | Reg. 686/21 s.5 | 1 | | | No |
| | 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, and Lake Huron shoreline management. | Reg. 686/21 s.1 | 1 | | | No |
| | Category 2 programs and services | Programs and services provided by a CA on behalf of a municipality. | Reg. 687/21 | 2 | | | \$0 |
| Drinking Water Source Protection | Source protection authority role as set out in the <i>Clean Water Act</i> | Source Protection Area and Region liaison, technical support, support to the source protection committee, preparation of reports and attendance at meetings, activities required by the <i>Clean Water Act, 2006</i> and its regulations. | Reg. 686/21 s.13 | 1 | \$6,450 | \$6,450 | No |
| Watershed Monitoring | Provincial Water Quality Monitoring Network (PWQMN) | 50+ year CA/MECP partnership for stream water quality monitoring. CA takes water samples; MECP does lab analysis and data management. | Reg. 686/21 s.12(1)2, Reg. 686/21 s.12(3) | 1 | \$30,000 | \$30,240 | No |
| | Provincial Groundwater Monitoring Network (PGMN) | 20+ year CA/MECP partnership for groundwater level and quality monitoring. CA maintains equipment, data transfer to MECP, water sampling; MECP provides equipment, standards, data management. | Reg. 686/21 s.12(1)1 Reg. 686/21 s.12(2) | 1 | | | No |
| | SVCA Water Quality Monitoring Network – chemistry | Surface water quality sampling and reporting over 15 sites. | CAA s.21(1)(a) | 3 | \$119,050 | \$93,310 | Yes |
| | SVCA Water Quality Monitoring Network - benthic | Benthic collection and reporting at 20 sites. 20+ year CA/MECP partnership in the Ontario Benthos Biomonitoring Network. | CAA s.21(1)(a) | 3 | | | Yes |
| | Conservation Ontario Watershed Report Cards | A plain language, data driven reporting document released every 5 years describing watershed conditions in a CA. | CAA s.21(1)(a) | 3 | | | Yes |
| TOTAL | | | | | \$1,358,050 | \$1,172,740 | |

| Category of Program or Service – Water Resources | 2024 Levy Cost |
|---|------------------|
| Category 1: Mandatory Programs and Services | \$441,046 |
| Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding | \$0 |
| Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services | \$0 |
| TOTAL | \$441,046 |

2024 Saugeen Valley Conservation Authority Budget

| Category of Program or Service – Summary | Levy | Self Generated | Reserves | Cost Apportioning | Special Levy | Other |
|--|--------------------|--------------------|------------------|-------------------|------------------|------------------|
| Category 1: Mandatory Programs and Services | \$2,287,471 | \$1,561,910 | \$221,586 | \$0 | \$302,948 | \$219,850 |
| Category 2: Non-mandated program or service delivered to municipality through an agreement | \$0 | \$0 | \$0 | \$0 | \$43,100 | \$0 |
| Category 3: Programs and services are cost-apportioned with municipalities | \$0 | \$1,187,400 | \$68,600 | \$100,410 | \$0 | \$0 |
| TOTAL | \$2,287,471 | \$2,749,310 | \$290,186 | \$100,410 | \$346,048 | \$219,850 |
| TOTAL 2024 BUDGET | \$5,993,275 | | | | | |

Schedule 'C' – Category 3 Cost Apportionment

| Municipality | Apportionment % | Water Quality 2024 Cost Apportioning | Associated Communications | Total 2024 Cost Apportioning |
|----------------------------------|-----------------|--------------------------------------|---------------------------|------------------------------|
| Municipality of Arran-Elderslie | 2.4902 | \$2,324 | \$177 | \$2,500 |
| Municipality of Brockton | 8.5850 | \$8,011 | \$610 | \$8,620 |
| Township of Chatsworth | 2.9709 | \$2,772 | \$211 | \$2,983 |
| Municipality of Grey Highlands | 4.3118 | \$4,023 | \$306 | \$4,329 |
| Town of Hanover | 6.4869 | \$6,053 | \$461 | \$6,514 |
| Township of Howick | 0.2677 | \$250 | \$19 | \$269 |
| Township of Huron-Kinloss | 5.5435 | \$5,173 | \$394 | \$5,566 |
| Municipality of Kincardine | 17.4085 | \$16,244 | \$1,236 | \$17,480 |
| Town of Minto | 2.7199 | \$2,538 | \$193 | \$2,731 |
| Municipality of Morris-Turnberry | 0.1906 | \$178 | \$14 | \$191 |
| Town of Saugeen Shores | 21.1168 | \$19,704 | \$1,499 | \$21,203 |
| Municipality of South Bruce | 4.8778 | \$4,551 | \$346 | \$4,898 |
| Township of Southgate | 7.1145 | \$6,639 | \$505 | \$7,144 |
| Township of Wellington North | 3.9272 | \$3,664 | \$279 | \$3,943 |
| Municipality of West Grey | 11.9887 | \$11,187 | \$851 | \$12,038 |
| TOTAL | 100.00% | \$93,311 | \$7,101 | \$100,411 |

Schedule 'D'

Saugeen Conservation Authority Board of Directors Motion to Execute Category 3 Agreements Pertaining to the Water Quality Program

November 30th, 2023

Motion # G23-113

THAT the SVCA Board of Directors authorizes staff to proceed with execution of all fifteen Category 3 Agreements pertaining to the Water Quality Program and associated communications, on behalf of the Authority.

Moved by: Jennifer Prenger, SVCA Director, Municipality of Kincardine.

Seconded by: Sue Paterson, SVCA Director, Town of Hanover.

CARRIED.

SAUGEEN VALLEY CONSERVATION AUTHORITY



Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)



Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors



**Corporation of the
Municipality of West Grey**

402813 Grey Road 4, RR 2 Durham, ON N0G 1R0
519 369 2200

October 26, 2023

General Manager/Secretary-Treasurer
Saugeen Valley Conservation Authority
1078 Bruce Road 12, P.O. Box 150
Formosa, ON N0G 1W0

RE: SVCA – Category 3 Cost Apportioning Agreement

Dear General Manager/Secretary-Treasurer,

Please be advised that at its meeting held on October 17, 2023, the council of the Municipality of West Grey considered the above-noted matter and passed Resolution No. R-231017-009 as follows:

"THAT in consideration of staff report 'IPW-2023-15 – SVCA-Category 3', council authorizes the Mayor and Clerk to enter into a cost apportioning agreement with the Saugeen Valley Conservation Authority for the provision of Category 3 Services."

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Jamie Eckenswiler".

Jamie Eckenswiler, AMP (he/him)
Director of Legislative Services/Clerk
Municipality of West Grey