

Bill No. 386  
2023

By-law No. A.- \_\_\_\_ - \_\_\_\_

A by-law to authorize and approve Cost Apportioning Agreements between The Corporation of the City of London and The Upper Thames River Conservation Authority (UTRCA), The Kettle Creek Conservation Authority (KCCA), and The Lower Thames Valley Conservation Authority (LTVCA), and to authorize the Mayor and the City Clerk to execute the Agreements.

WHEREAS the UTRCA, KCCA, and LTVCA are conservation authorities established under the Conservation Authorities Act (“Act”) and are governed by members appointed by its participating municipalities in accordance with the Act.

AND WHEREAS a Participating Municipality, as defined under the Act, is located wholly or in part within the area under the jurisdiction of the applicable Conservation Authority.

AND WHEREAS the Act permits a Conservation Authority to provide non-mandatory programs and services on behalf of a Municipality under a Cost Apportioning Agreement or such other agreement as may be entered into with the Municipality pursuant to Ontario Regulation 686/21, when levy is required for the delivery of the non-mandatory programs or services that a Conservation Authority advises to further the purpose of the Act.

AND WHEREAS pursuant to Ontario Regulation 686/21, when Conservation Authorities are authorized to apportion costs to municipalities for the delivery of programs and services.

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Cost Apportionment Agreements substantially in the forms attached as “Schedule A”, “Schedule B,” and “Schedule C,” to this by-law, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the date it is passed subject to the provisions of PART VI.1 of the Municipal Act, 2001.

PASSED in Open Council on November 7, 2023 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – November 7, 2023  
Second Reading – November 7, 2023  
Third Reading – November 7, 2023

## Schedule 'A'

### Cost Apportioning Agreement ("Agreement")

THIS COST APPORTIONING AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

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(hereinafter, "Municipality")

- and -

UPPER THAMES RIVER CONSERVATION AUTHORITY

(hereinafter, "UTRCA")

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

**AND WHEREAS** a Participating Municipality, as defined under the Act, is located wholly or in part within the area under the jurisdiction of UTRCA;

**AND WHEREAS** the Act permits UTRCA to provide non-mandatory programs and services on behalf of a Municipality under a Cost Apportioning Agreement or such other agreement as may be entered into with the Municipality pursuant to Ontario Regulation 686/21, when levy is required for the delivery of the non-mandatory programs or services that the UTRCA advises to further the purpose of the Act;

**AND WHEREAS** pursuant to Ontario Regulation 686/21, when Conservation Authorities are authorized to apportion costs to municipalities for the delivery of programs and services;

**NOW THEREFORE** in consideration of the terms of this agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### Term of Agreement

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

#### Agreement Principles

3. The following principles shall guide the implementation of the Agreement between UTRCA and the Municipality:
  - a. The Agreement will provide the overarching terms and conditions for the delivery of non-mandatory programs and services by UTRCA that UTRCA deems advisable to further the purpose of the Act.
  - b. UTRCA agrees to provide the programs and services outlined in Schedule A.
  - c. The Municipality agrees to financially support the programs and services outlined in Schedule A and for such support to be apportioned among the participating municipalities using the Modified Current Value Assessment method, as outlined in Schedule B.
  - d. UTRCA will not add to or delete from the programs and services supported through the Agreement without first consulting with the Municipality and identifying such changes in the annual budget process. Any changes to the programs and services, or level of service provided, must be approved in writing by the Municipality and any such change

## **Schedule 'A'**

- following the Municipality's written approval shall be reflected in an updated Schedule A and Schedule B to be circulated and posted once the final annual budget is approved.
- e. Any change to the total municipal support outlined in Schedule B will be reviewed and approved by the UTRCA Board of Directors within the annual budget process including a 90-day consultation period with the Municipality and applied effective January 1 each calendar year.
  - f. UTRCA may charge a user fee for the delivery of any of the programs and services outlined in Schedule A, where appropriate, to reduce the cost apportioned to the Municipality.
  - g. UTRCA will actively seek out, and make best efforts to secure, funding opportunities from other sources of revenue to offset the costs of the services provided and reduce the cost apportioned to the Municipality.

### **Review at Regular Intervals**

4. This Agreement shall be reviewed by the parties prior to the expiry of the Initial Term and each Renewal Term. It shall be the UTRCA's responsibility to initiate the review with the Municipality at least one hundred and eighty (180) days prior to the expiry of the Initial Term or the Renewal Term, as the case may be.

### **Dispute Resolution**

5. The Municipality and the UTRCA will strive to facilitate open and timely communication at all levels.
6. Where a dispute arises between two or more parties, the parties agree that dispute resolution practices will be implemented using the following principles:
  - a. Agree to a fair process for mediating issues;
  - b. Identify common agreement / ground, in the best interest of the parties;
  - c. Identify all options to resolve; and,
  - d. Agree on best resolution option.
7. If informal dispute resolution fails, and if requested in writing by either the Municipality of the UTRCA, the parties shall enter into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the provisions of the Arbitration Act, R.S.O. 1991, Chapter 17.

### **Early Termination**

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

### **Available to the Public**

9. This Cost Apportioning Agreement shall be made available on the UTRCA's website.

### **Execution**

10. The Agreement may be executed in counterparts in writing or by electronic signature and delivered by mail, facsimile, or other electronic means, including in Portable Document Format (PDF); no one copy needs to be executed by all parties. When each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all such counterparts, when taken together, shall constitute one and the same agreement.

## Schedule 'A'

### Letters of Agreement

11. The Agreement does not preclude parties from identifying opportunities for further collaboration to benefit both parties, and ensure efficiency, transparency, and accountability in the use of resources, including in-kind services and assistance, coordination of complementary policy and program initiatives, and projects involving third parties. During the term of this agreement, if additional programs and services are requested from UTRCA to be delivered on behalf of the Municipality, a separate Letter of Agreement will be established with the Municipality (or delegated staff member) and attached as an Appendix.

### Watershed-based Resource Management Strategy

12. The Municipality acknowledges and agrees that all programs and services identified in Schedule A shall also be included in a Watershed-based Resource Management Strategy that UTRCA is required to develop and implement, in accordance with the Act.

**IN WITNESS WHEREOF** the Municipality and the UTRCA have signed this Cost Apportioning Agreement.

**SIGNED SEALED AND DELIVERED THIS                      DAY OF                      , 2023.**

THE UPPER THAMES RIVER CONSERVATION AUTHORITY

Per: \_\_\_\_\_  
Chair – Brian Petrie

Per: \_\_\_\_\_  
CAO / Secretary Treasurer – Tracy Annett

I/We have the authority to bind the UTRCA.

**SIGNED SEALED AND DELIVERED THIS                      DAY OF                      , 2023.**

THE CORPORATION OF THE CITY OF LONDON

Per: \_\_\_\_\_  
Mayor – Josh Morgan

Per: \_\_\_\_\_  
City Clerk – Michael Schulthess

I/We have the authority to bind the Corporation.

## Schedule 'A'

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

The UTRCA provides the following Category 3 service areas to its participating municipalities:

- Stewardship and restoration,
- Subwatershed planning and monitoring, and
- Community outreach and education.

These service areas are core components of integrated watershed management that have been provided for decades. They are funded by a variety of sources: provincial contracts and transfer payments, municipal levy, self-generated funds (user fees, donations, sponsorships, contracts), and municipal agreements. A program description for each service area is provided below:

#### **Service Area: Stewardship and Restoration**

- Delivering landowner stewardship services to improve soil health, water quality and quantity, and biodiversity, and offering Clean Water Program grants in partnership with municipalities. A healthy and vital Thames River will also benefit Lake St Clair and Lake Erie.

#### **Service Area: Subwatershed Planning and Monitoring**

- Making science-based decisions through natural heritage subwatershed planning, ecological monitoring and reporting, species at risk programs, and water quality database management. First Nations engagement through various initiatives and projects, to further the development of a more holistic approach in watershed planning that incorporates aspects of Indigenous Traditional Knowledge and an awareness of the river's spirit, in addition to western science and management objectives.

#### **Service Area: Community Outreach and Education**

- Empowering communities and youth through outreach and education programs. Community partnerships facilitate watershed "friends of" groups, community science programs, and community events. Curriculum-based environmental education programs reach 20,000 students/year at Fanshawe and Wildwood Conservation Areas, local natural areas, school yards/in class, and virtually.

## Schedule 'A'

### Schedule B – Example of Apportionment of Category 3 Programs

The municipal costs associated with the Category 3 programs and services outlined in Schedule A are included and clearly identified in the UTRCA's overall annual budget. These costs will be apportioned among the participating municipalities according to the Modified Current Value Assessment (MCVA), as outlined below.

Schedule B will be updated annually and distributed to the member municipalities following the final UTRCA budget and levy approval. The MCVA will also be updated as soon as the province provides it to the UTRCA.

A change, if any, to the total levy outlined in Schedule B for 2023 will be applied effective January 1 each calendar year and will be the same percentage as the UTRCA's overall budget increase.

Municipality	2023 MCVA Apportionment %	Cost Apportionment \$ Service Areas: Stewardship and Restoration Subwatershed Planning and Monitoring Community Outreach and Education
<b>Oxford County</b>	16.9093	\$134,214
<b>London</b>	64.0751	\$508,585
<b>Lucan Biddulph</b>	0.3517	\$2,792
<b>Thames Centre</b>	3.1897	\$25,318
<b>Middlesex Centre</b>	2.4127	\$19,150
<b>Stratford</b>	7.2647	\$57,662
<b>Perth East</b>	1.4275	\$11,331
<b>West Perth</b>	1.4827	\$11,769
<b>St. Marys</b>	1.4644	\$11,623
<b>Perth South</b>	1.2215	\$9,695
<b>South Huron</b>	0.2006	\$1,592
<b>TOTAL</b>	<b>100%</b>	<b>\$793,731</b>

## Schedule 'A'

### APPENDICES

#### Agreements for Category 2 Programs and Services and Letters of Agreement

Appendix #	Agreement	Municipality	Date / Status
1	ESA Management Program	City of London	Active
2	Beaver Management Program	City of London	Active
3	Watercourse Monitoring Program	City of London	Active

**Note** – The Municipality acknowledges and agrees that all programs and services identified in Appendices contained herein shall also be included in a Watershed-based Resource Management Strategy that UTRCA is required to develop and implement, in accordance with the Act.

## **Cost Apportioning Agreement**

(hereafter, "Agreement")

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

### **BETWEEN:**

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**THE CORPORATION OF THE CITY OF LONDON**

(hereafter, "Municipality")

### **AND:**

**KETTLE CREEK CONSERVATION AUTHORITY**

(hereafter, "KCCA")

**WHEREAS** KCCA is a conservation authority established under the *Conservation Authorities Act*

("Act") and is governed by members appointed by its participating municipalities in accordance with the Act;

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

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

**AND WHEREAS** pursuant to Ontario Regulation 686/21, Conservation Authorities are authorized to apportion costs to municipalities for delivery of programs and services;

**NOW THEREFORE**, in consideration of the terms of this agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **Term of Agreement**

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



## **Agreement Principles**

3. The following principles shall guide the implementation of the Agreement between KCCA and the Municipality:
  - a. The Agreement will provide overarching terms and conditions for delivery of non-mandatory programs and services by KCCA that KCCA deems advisable to further the purpose of the Act.
  - b. KCCA agrees to provide the programs and services outlined in Schedule A and maintain a consistent level of service for the duration of this Agreement, in accordance with Schedule A.
  - c. The Municipality agrees to financially support the programs and services outlined in Schedule A and for such support to be apportioned among the participating municipalities using the Modified Current Value Assessment method, as outlined in Schedule B.
  - d. KCCA will not add to or delete from the programs and services supported through the Agreement without first consulting with the Municipality and identifying such changes in the annual budget process. Any changes to the programs or services, or level of service provided, must be approved in writing by the Municipality and any such change following the Municipality's written approval shall be reflected in an updated Schedule A and Schedule B to be circulated and posted once the final annual budget is approved.
  - e. Any change to the total municipal support outlined in Schedule B will be reviewed and approved by the KCCA Board of Directors within the annual budget process including a 90-day consultation period with the Municipality and applied effective January 1 each calendar year.
  - f. KCCA may charge a user fee in the delivery of any of the programs and services outlined in Schedule A where appropriate to reduce costs apportioned to the Municipality.

KCCA will actively seek out, and make best efforts to secure, funding opportunities from other sources of revenue to offset the costs of the services provided and reduce the cost apportioned to the Municipality.

## **Review and Regular Intervals**

4. This Agreement shall be reviewed by the parties prior to the expiry of the Initial Term and each Renewal Term it shall be KCCA's responsibility to initiate the review with the Municipality at least one hundred and eighty (180) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.

## **Dispute Resolution**

5. The Municipality and KCCA will strive to facilitate open and timely communication at all levels.
6. Where a dispute arises between two or more parties, the parties agree that dispute resolution practices will be implemented using the following principles:
  - a) Agree to a fair process for mediating issues;
  - b) Identify common agreement / ground in the best interest of the parties;
  - c) Identify all options to resolve;
  - d) Agree on best resolution option.
7. If informal dispute resolution fails, and if requested in writing by either the Municipality or the KCCA, the parties shall enter into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the provisions of the Arbitration Act, R.S.O. 1991, Chapter 17.

## **Early Termination**

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

## **Available to the Public**

9. This Cost Apportioning Agreement shall be made available on the KCCA's website.

## **Execution**

10. The Agreement may be executed in counterparts in writing electronic signature and delivered by mail, facsimile, or other electronic means, including in Portable Document Format (PDF); no one copy needs to be executed by all parties. When each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all such counterparts, when taken together, shall constitute one and the same agreement.

## **Letters of Agreement**

11. The Agreement does not preclude the parties from identifying opportunities for further collaboration to the benefit of both parties, and ensure efficiency, transparency, and accountability in the use of resources, including in-kind services and assistance, coordination of complementary policy and program initiatives, and

projects involving third parties. During the term of this agreement if additional programs and services are requested from KCCA to be delivered on behalf of the Municipality a separate Letter of Agreement will be established with the Municipality (or delegated staff member) and attached as an Appendix.

**Watershed-based Resource Management Strategy**

12. The Municipality acknowledges and agrees that all Programs and Services identified in Schedule “A” shall also be included in a Watershed-based Resource Management Strategy that the KCCA is required to develop and implement in accordance with the *Conservation Authorities Act*.

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

**SIGNED SEALED AND DELIVERED THIS DAY OF , 2023.**

THE KETTLE CREEK CONSERVATION AUTHORITY

Per: \_\_\_\_\_  
Chair –

Per: \_\_\_\_\_  
CAO / Secretary Treasurer –

I/We have the authority to bind the KCCA.

**SIGNED SEALED AND DELIVERED THIS DAY OF , 2023.**

THE CORPORATION OF THE CITY OF LONDON

Per: \_\_\_\_\_  
Mayor – Josh Morgan

Per: \_\_\_\_\_  
Clerk – Michael Schulthess

I/We have the authority to bind the Corporation.

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

### SERVICE AREAS

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

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

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

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

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

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

Category 1	Category 2			Category 3	
Mandated Programs and Services which all CAs must provide in their jurisdiction. Eligible to be funded by municipal levy. No agreement required.  Programs or Services as described in Ontario Regulation 686/21.	Programs and Services at the request of and on behalf of a Municipality through a MOU or other agreement.  Programs or Services as described in Section 21.1.1 of the <i>Conservation Authorities Act</i> .			Programs and Services the CA determines are advisable to implement in the CA’s jurisdiction. Apportionment Agreement required for municipal levy continuance.  Programs or Services as described in Section 21.1.2 of the <i>Conservation Authorities Act</i> .	
	<b>Agreement</b>	<b>Municipality</b>	<b>Date/Status</b>	<b>Agreement Proposed</b>	<b>No Agreement Required</b>
Risk of Natural Hazards	Kettle Creek Dog Park	Central Elgin/St. Thomas	2014/Current	Watershed Monitoring	Campgrounds
Planning and Regulations	Belmont and Union Conservation Areas	Central Elgin	2020/Current	Tree Planting	Land Acquisition
Flood Forecasting/Warning/Low Water	Elgin County Woodlands Conservation Bylaw	County of Elgin	2023/Current		Stewardship
Dam Operations					Education
Natural Hazard Technical Studies					
Conservation and Management of CA Lands	Category 2 Program and Services Agreements are posted on KCCA’s web site.				
Significant Areas Management					
Land Acquisition/Disposition					
Inventory of CA Owned Lands					
Conservation Area Strategy					
Provincial Water Quality Monitoring					
Drinking Water Source Protection Program					
Watershed-Based Management Strategy					
General Operating Expenses					
Administration/Communications					
Information Technology/GIS					

Over half of the programs and services included in KCCA’s Category 3 program area are supported through self-generated means including fundraising, grant proposal writing and user fees and operate independent of municipal levy. These programs include Campgrounds, Stewardship, Education and Land Acquisition.

The remaining Category 3 services areas of Tree Planting and Environmental Monitoring are core components of integrated watershed management and have been provided within the watershed for decades. These programs have been funded historically through a combination of municipal levy and self-generated revenue.

KCCA is seeking the continued financial support of its member municipalities through levy for the delivery of the Tree Planting and Environmental Monitoring programs as described below:

### Tree Planting

Currently, KCCA's forest cover is estimated at 14.15%, well below the 30% recommended by Environment Canada.

KCCA plants ~50,000 trees per year in the watershed through a mixture of large-scale plantings on public and private lands, over the counter tree sales and through the planting of large stock trees on roadsides and community volunteer events. This program area is crucial for bolstering forest cover, increasing biodiversity and is a cost-effective means to mitigate the effects of climate change, flooding, and erosion. KCCA strives to match funds provided by its member municipalities with its own fundraising efforts.

### Environmental Monitoring (non-mandatory)

While water quality monitoring through the Provincial Water Quality and Groundwater Monitoring Networks are considered Category 1 or mandatory programs, KCCA monitors additional sites that are considered Category 3. KCCA monitors six additional surface water quality sites, conducts benthic invertebrate sampling at 25 locations, and evaluates fish communities through electrofishing at a minimum of 15 sites per year. Surface water and benthic monitoring sites are distributed throughout the watershed to provide a comprehensive analysis of local watershed conditions and are reported every five years through the Watershed Report Card. This long-term historical data is integral to the development of the mandatory Watershed Based Resource Management Strategy.

## Schedule B – Apportionment of Category 3 Programs

The municipal costs associated with the Category 3 programs and services outlined in Schedule A are included and clearly identified in KCCA’s overall annual budget. These costs will be apportioned among the participating municipalities according to the Modified Current Value Assessment (MCVA) as outlined below.

An increase, if any, to the total levy outlined below for 2023 will be applied effective January 1 each calendar year and will be the same percentage as KCCA’s overall budget increase. Current MCVA will be updated as soon as available from the Province. Schedule B will be updated annually and distributed to Member Municipalities following final budget and levy approval.

### Apportionment of Category 3 Programs Requiring Municipal Levy for 2023

Municipality	2023 MCVA Apportionment %	Total Cost Apportionment for Service Areas: Tree Planting Environmental Monitoring
Central Elgin	7.857	10,947.71
Middlesex Centre	1.6689	2,325.40
London	56.7532	79,078.21
Thames Centre	1.343	1,871.30
Malahide	0.6798	947.21
Southwold	3.9779	5,542.69
St. Thomas	27.7201	38,624.36
<b>Total</b>	<b>100%</b>	<b>139,337</b>

This Schedule will be updated annually and distributed to Member Municipalities following final budget and levy approval.

**APPENDICES**  
**Agreements related to Category 2 Programs and Services and Letters of Agreement**

<b>Appendix #</b>	<b>Agreement</b>	<b>Municipality</b>	<b>Date / Status</b>
1	Phosphorus Mitigation Program for Private Rural Property	City of London	Effective January 1, 2024

**Note** – The Municipality acknowledges and agrees that all programs and services identified in Appendices contained herein shall also be included in a Watershed-based Resource Management Strategy that KCCA is required to develop and implement, in accordance with the Act.

## Schedule 'C'

### AGREEMENT FOR SERVICES

#### MUNICIPAL / LTVCA CATEGORIES OF PROGRAMS AND SERVICES AGREEMENT

**THIS AGREEMENT** dated this            day of            , 2023.

BETWEEN

**The LOWER THAMES VALLEY CONSERVATION AUTHORITY**  
(Hereinafter called "Authority")

OF THE FIRST PART

– and –

**THE CORPORATION OF THE CITY OF LONDON**  
(Hereinafter called the "Members")

OF THE SECOND PART

**WHEREAS**, pursuant to Ontario Regulation 686/21 (<https://www.ontario.ca/laws/regulation/210686>) Conservation Authorities are authorized to charge a levy to their members for delivery of mandatory services under the Regulation;

**AND WHEREAS** pursuant to Ontario Regulation 687/21 (<https://www.ontario.ca/laws/regulation/210687>) Conservation Authorities are required to enter into an agreement to levy members for services provided to Members other than mandatory services;

**AND WHEREAS** the Conservation Authority is prepared to provide certain non-mandatory services to its Member Municipalities;

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

**NOW THEREFORE**, that in consideration of the terms of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Authority agrees to provide to the Members the services outlined in the Inventory of Services and Programs attached hereto as Schedule A.
2. The Members agree to be charged a levy for such services, to be apportioned among the Members.
3. The Authority will not add to or delete from the services or programs funded through the levy without first consulting with the Members. The Agreement does not preclude the parties from identifying opportunities for further collaboration to the benefit of both parties, and ensure efficiency, transparency, and accountability in the use of resources, including in-kind services and assistance, coordination of complementary policy and program initiatives, and projects involving third parties. During the term of this agreement if additional programs and services are requested from the LTVCA to be delivered on behalf of the Municipality a separate agreement/MOU will be established with the requesting municipality.
4. The parties will maintain the current annual approval process for increasing the levy and budget (i.e., weighted vote based upon current value assessment in the watershed for approval of the levy).



**Schedule 'C'**

- 5. The Members will continue to support the current Inventory of Services and Programs throughout the period of this Agreement.
- 6. That all elements of this Agreement will include consideration of Climate Change impacts.
- 7. This Agreement will be for a Term of five (5) years commencing on the date of the signature by the last of the parties.
- 8. The Municipality acknowledges and agrees that all Programs and Services identified in Appendix A shall also be included in a Watershed-based Resource Management Strategy that the LTVCA is required to develop and implement in accordance with the Conservation Authorities Act.

**SIGNED SEALED AND DELIVERED THIS                      DAY OF                      , 2023.**

THE LOWER THAMES VALLEY CONSERVATION  
AUTHORITY

Per: \_\_\_\_\_  
Chair – Sarah Emons

Per: \_\_\_\_\_  
CAO / Secretary Treasurer – Mark Peacock

I/We have the authority to bind the LTVCA.

**SIGNED SEALED AND DELIVERED THIS                      DAY OF                      , 2023.**

THE CORPORATION OF THE CITY OF LONDON

Per: \_\_\_\_\_  
Mayor – Josh Morgan

Per: \_\_\_\_\_  
City Clerk – Michael Schulthess

I/We have the authority to bind the Corporation

## Schedule 'C'

### APPENDIX A

#### Category 1: Mandatory Services – Risk of Natural Hazards, Flood and Erosion

##### a) Preparedness

- i) Flood and or erosion risk emergency response planning with municipal members
- ii) Flood and or erosion risk mapping updates
- iii) Administration of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation in flood prone, watercourse, riverine/valleys, shoreline, dynamic beaches, and wetlands
- iv) Plan input and review support to municipalities regarding natural hazard polices and development applications

##### b) Monitoring

- i) Year round monitoring and data acquisition for lake levels, wind upset, river levels, snow pack, ice thickness, precipitation, weather forecasts and runoff potential
- ii) Maintenance of all rainfall and streamflow monitoring equipment
- iii) Development and maintenance of flood forecasting software and hardware
- iv) Monitoring bluff collapse, gully and toe erosion along the Thames River, Lake St. Clair, and Lake Erie shorelines
- v) Low Water Response Monitoring across the watershed especially during drought conditions

##### c) Flood and Erosion Control Infrastructure (Sixth Street Dam and Pumping Station, Rivard Dam and Diversion Channel, Sharon Creek Morning glory spillway)

- i) Annual inspections
- ii) Annual minor maintenance
- iii) Major maintenance

##### d) Response

- i) Provide flood and or erosion forecasting / warnings and updates to municipalities regarding flood and or erosion events
- ii) Work with municipal partners to design and implement mitigative measures to address these natural hazards
- iii) For Low Water updates, undertake rainfall calculations and provide updates to the Committee members / postings to the community

## Schedule 'C'

### Required Services: Ontario Regulation 686/21 (<https://www.ontario.ca/laws/regulation/210686>)

#### Identification of Additional and or Enhanced Services to Meet Regulatory Requirements

1. Managing the risk posed by the natural hazards within their jurisdiction, including flooding, erosion, dynamic beaches, hazardous sites, hazardous lands, low water, and drought conditions. This program or service shall be designed to:

Develop an awareness of areas important for the management of natural hazards (e.g., wetlands, rivers and streams, shoreline areas, unstable soils, etc.)

- Understand risks associated with natural hazards and how they will change as the climate changes
  - Manage risks associated with natural hazards
  - Promote public awareness of natural hazards
- The LTVCA will provide a comprehensive communications, education, and outreach program to meet these regulatory requirements.
  - The LTVCA will identify where expertise can be found that is needed to develop a better understanding of the impact of climate change on natural hazards and low water or drought conditions in the watershed.
  - The LTVCA will review and streamline processes where possible.

2. Ice Management services (preventative and/or remedial) as appropriate and as supported by the CA's Flood Contingency Plan, including:

- LTVCA will continue to update the Flood Contingency Plan for the Thames River as needed, and provide it to our emergency services contacts and our municipal members. (we don't actively 'manage' ice jams, determined non-effective and costly and could pose a liability to the Authority if other areas flood as a result of the activity)
- LTVCA will review dock applications and their tolerances for ice damage with respect to the LTVCA's Dock Policy and the Technical Report, Ice Guideline, and the Ice Guideline for Docks.

Infrastructure - Operation, maintenance, repair and decommissioning of Flood and Erosion Control Structures.

3. Review of applications and issuance of permits under Section 28 and 28.0.1 of the Conservation Authorities Act (as amended from time to time), including associated enforcement activities

- The LTVCA will provide technical support for reviewing applications for development within Regulated Areas
- The LTVCA currently has limited ability to act on enforcement activities due to influx of applications and increased number of complaints received

The flood plain / erosion mapping / modeling that is currently in place for LTVCA watercourses requires updating

- Data collection, mapping, data sets, watershed photography
- Development and use of systems to collect and store data and to provide spatial geographical representations of data
- Studies and projects are required to inform natural hazard management programs including floodplain management, watershed hydrology, regulation area mapping update, flood forecasting system assessment, floodplain policy, Lake Erie, and St. Clair shoreline management

## Schedule 'C'

### Category 1: Mandatory Services – Conservation Areas

#### Conservation Area Services

Includes the management, development, and protection of significant natural resource lands, features and infrastructure on authority owned lands. The LTVCA has 34 conservation areas, with a land base of 1,713.58 acres (703.58 hectares) and continually increases this area by acquisitions and donations.

Service Components:

- a) Management and Development of Authority lands
  - Build resiliency and demonstrate good resource management within all conservation areas, ranging from day-use lands, wetlands, and forest tracts
- i) Lands and Infrastructure – inspections, maintenance, and enforcement
  - Identification and removal of hazards to reduce liability
  - Maintain essential infrastructure and dispose of surplus items
  - Manage public use that is compatible with the land and enforcement of regulations
- ii) Water Control Structures – inspections, maintenance, and operations
  - Operation of dams following regulatory requirements
  - Develop and monitor funding agreements with municipality(s) where dams are located for maintenance and major repairs
- iii) Forest Management
  - Implement activities identified in Managed Forest Plans (MFTIP's) to improve forest health, including harvesting, tree planting and monitoring of woodlots
  - Removal of invasive species and monitoring of disease and pests
- iv) Administration
  - Development of policies and procedures for conservation area use
- b) Land Acquisition
  - i) Review land donations or purchases for conservation purposes
    - Identify benefits and concerns for potential land acquisitions based on the LTVCA's Land Acquisition and Disposal Policy
- c) Leasing and Agreements on Authority Lands
  - i) Review agreements that are compatible with the land use
  - ii) Monitoring of agreements

## Schedule 'C'

### Required Services: Ontario Regulation 686/21

#### Identification of Additional and or Enhanced Services to Meet Regulatory Requirements

1. A Conservation Area Strategy, prepared on or before December 31, 2024 for all lands owned or controlled by the authority. The Strategy will include:
  - Objectives to provide decision making on lands including acquisition and disposition
  - An assessment of how lands owned may augment natural heritage / hazard strategies, and integrate with provincial, municipal, or publicly accessible lands and trails
2. An Inventory of Conservation Authority lands, prepared on or before December 31, 2024, including:
  - Identification of all parcel details including historical information, location, and surveys
  - Designation of land use categories based on activities or other matters of significance related to the parcel
3. Programs and services to ensure that the authority performs its duties, functions, and responsibilities to administer regulations made under Section 29 of the Conservation Authorities Act
  - Enforcement of Regulation 686/21 – Rules of conduct in conservation areas
  - Enhanced enforcement and control measures are required to limit trespassing of unauthorized vehicles on, and unauthorized use of, conservation area lands

## Schedule 'C'

<b>Category 1: Watershed Monitoring and Reporting</b>
<b>Services and Programs: Category 1 – Mandatory Program</b>
Monitoring and Reporting <ul style="list-style-type: none"><li>a) Provincial Water Quality Monitoring Network (PWQMN)</li><li>b) A long standing (50+ years) CA/MECP partnership for stream water quality monitoring at 22 sites. CA takes water samples; MECP does lab analysis and data management. CA uses information for watershed report cards and stewardship project prioritization.</li><li>c) Provincial Groundwater Monitoring Network (PGMN) (MECP funded network installation)<ul style="list-style-type: none"><li>i. A long-standing CA/MECP partnership for groundwater level and quality monitoring at 7 stations. Costs include equipment, data collection, analysis, data management and reporting. MECP funded network installation.</li></ul></li><li>d) Thames River Clearwater Revival, Watershed Wide Strategic Resource Management Plans, Watershed Report Cards, individual Watershed and Sub-watershed Plans<ul style="list-style-type: none"><li>i. Collaborative project of federal and provincial agencies, municipalities, First Nations, and Thames River conservation authorities to address broader-watershed scale water quality and quantity issues in river and contributing watersheds</li></ul></li></ul>
<b>Required Services: Ontario Regulation 686/21</b>
Identification of Additional and or Enhanced Services to Meet Regulatory Requirements
Programs and services to support the authority's functions and responsibilities related to the development and implementation of a watershed-based resource management plan on or before December 31, 2024

## Schedule 'C'

### Category 1: Mandatory Services – Drinking Water Source Protection

#### Drinking Water Source Protection

Services:

- a) Governance – Leadership
  - i. Thames - Sydenham & Region Drinking Water Source Protection Authority, Source Protection Committee and Joint Management
  - ii. Maintenance of local source protection program, including issues management
  
- b) Communications
  - i. Promote the local source protection program
  
- c) Program implementation
  - i. Ongoing support of local source protection program
  - ii. Implementation of Source Protection Plan policies where applicable
  - iii. Review of local applications / planning proposals / decisions in vulnerable areas to ensure source protection is considered
  
- d) Technical Support
  - i. Support the preparation of amendments to local assessment reports and source protection plans to incorporate regulatory changes as well as technical assessment completed for new and expanding drinking water systems
  - ii. Review technical information received regarding changes to the landscape, such as new transport pathways in WHPA and IPZ's, to determine if assessment reports or source protection plans should be revised

Note: This program is currently funded by the Ministry of Environment, Conservation and Parks.

#### Required Services: Ontario Regulation 686/21

#### Identification of Additional and or Enhanced Services to Meet Regulatory Requirements

No additional changes need to be made to existing services

## Schedule 'C'

<b>Category 1: Mandatory Services</b>
<b>Corporate Services</b>
<ul style="list-style-type: none"><li>1. Governance and Leadership Responsibilities<ul style="list-style-type: none"><li>a) Setting priorities and policies</li><li>b) Financial planning and monitoring</li><li>c) Services and project development</li><li>d) Conservation Ontario Council and Committees</li><li>e) Reporting to member municipalities</li></ul></li> <li>2. Administration / Human Resources / Equipment<ul style="list-style-type: none"><li>a) Human resources planning and administration</li><li>b) Workspace and equipment management</li><li>c) Records retention and management</li><li>d) Compliance with legislation related to employment, health and safety, accessibility, etc.</li></ul></li> <li>3. Financial Management<ul style="list-style-type: none"><li>a) Bookkeeping, investments, banking, financial planning</li><li>b) Tangible capital asset management</li><li>c) Management of financial agreements with external funders</li></ul></li> <li>4. Communications<ul style="list-style-type: none"><li>a) Communications strategy development and implementation</li></ul></li> <li>5. Information technology management and geographic information system<ul style="list-style-type: none"><li>a) Provide IT and GIS support</li></ul></li> <li>6. Vehicles, Equipment, and Infrastructure<ul style="list-style-type: none"><li>a) Provide and maintain vehicles and equipment</li><li>b) Maintain and upgrade buildings and related infrastructure</li></ul></li> <li>7. Strategic Development</li></ul> <p>An updated Strategic Plan is required by January 2024</p>
<b>Required Services: Ontario Regulation 686/21</b>
Identification of Additional and or Enhanced Services to Meet Regulatory Requirements
LTVCA Asset Management Plan due on or before December 31, 2024



## Schedule 'C'

<b>Category 2:</b>
<b>Private Land Stewardship Program</b>
<ul style="list-style-type: none"><li>1. Best Management Practices<ul style="list-style-type: none"><li>a) Mitigate flood and erosion hazards on private lands (overlaps Cat 1 program)</li><li>b) Improve and protect water quality</li><li>c) Restore flood plains and river valleys (overlaps Cat 1 program)</li><li>d) Reduce nutrient contamination</li><li>e) Restore and enhance wetlands to reduce flooding peaks and augment low flow (overlaps Cat 1 program)</li><li>f) Management of terrestrial non-native invasive species</li><li>g) Protect groundwater</li><li>h) Improve aquatic species at risk habitat</li></ul></li> <li>2. Tall grass prairie establishment, tree planting and forestry services<ul style="list-style-type: none"><li>a) Forestry services including planting, plan development, tree, and shrub planting</li><li>b) Private woodlot stewardship, technical assistance</li><li>c) Tall grass prairie plan development and implementation</li></ul></li></ul>
<b>Additional Regulatory Requirements: Ontario Regulation 686/21</b>
Identification of Additional and or Enhanced Services to Meet Regulatory Requirements
Apply for and maintain external funding

## Schedule 'C'

### Category 3: Watershed Stewardship Extension, Forestry and Monitoring Services

1. Natural Heritage Systems Implementation
2. Costs to Operate CA's
  - Costs to operate campgrounds and associated facilities on LTVCA lands. CM Wilson CA – 66% Active; Big Bend CA – 66% Active; Warwick CA – 66 % Active
3. Land acquisition
  - Strategic acquisition of environmentally-significant properties. Average appraisal, legal and other fees over last five years equates to \$10,000 per year. Average land donation equates to \$225,000 per year over the last five years. Periodic based on timing of donations.
4. Watershed Health Monitoring and Watershed Report Card Reporting:
  - Monitor and report on the health of forests, rivers and soil
  - Used to help track progress and to focus extension services
  - Used to determine extent and type of stewardship work needed in the watershed
  - The information is required to support the need for funding for stewardship projects when applying to Provincial, Federal and NGO agencies
  - Conservation Authorities report on local watershed conditions every five years
  - The LTVCA watershed is divided into 57 sub-watersheds grouped into 8 in the Watershed Report Card
  - Understanding of the watershed, focuses efforts and tracks progress (report card undertaken every five years)
5. Surface Water Quality Monitoring Program (benthic, spills, algae blooms)
6. Species At Risk Program
  - Species at risk research and assessment
  - Assisting landowners with land restoration projects and improving Species at Risks habitats on private and CA lands
7. Agricultural Research and Stewardship Programs
  - Stewardship and research undertaken jointly with the agriculture community
  - Programs address nutrient run off, healthy soils and development/implementation of local Best Management Practices
8. School Programs
  - Curriculum-based education programs for elementary and secondary students
  - The programs focus on local watersheds, ecosystems, and environmental issues
  - Programs take place at schools (indoors and outdoors), field trips to conservation areas, community parks and through online learning

## Schedule 'C'

### 9. Community programs and events e.g. Chatham-Kent Water Festival

- Education and outreach programs and community events to assist in achieving the objectives of the conservation authority

### 10. Ska-Nah-Doht Longhouse Village and Museum

- First Nations education and programs

#### Category 3: CM Wilson Conservation Area Campground / Education Centre

- LTVCA provides overnight and seasonal camping at the CM Wilson Conservation Area
- LTVCA provides educational and community programming at the CM Wilson Education Centre
- The campground and education programs are partially funded by user fees charged for programs, day use and overnight camping to the area
- Revenue raised is used to fund the operations of the campground, with any surplus revenue used to fund education and community programs

#### Category 3: Big Bend Conservation Area Campground

- LTVCA provides overnight and seasonal camping at the Big Bend Conservation Area
- The campground is funded by user fees charged for day use and overnight camping to the area
- Revenue raised is used to fund the operations of the campground, with any surplus revenue used to fund operation / maintenance of conservation authority lands

#### Category 3: EM Warwick Conservation Area Campground

- LTVCA provides overnight and seasonal camping at the EM Warwick Conservation Area
- The group camping facility is funded by user fees charged for overnight camping to the area
- Revenue raised is used to fund the operations of the group camping facilities, with any surplus revenue used to fund operation / maintenance of conservation authority lands

#### Category 3: Longwoods Road Conservation Area / Ska-Nah-Doht Longhouse Village and Museum

- LTVCA provides educational and historic learning at the Longwoods Road Conservation Area / Ska-Nah-Doht Longhouse Village and Museum

## Schedule 'C'

- The conservation area programs are partially funded by user fees charged for day use programs, special events and parking to the area
- Revenue raised is used to fund the operations of the resource centre museum and the historic village and buildings, with any surplus revenue used to fund education and community programs