

Schedule 'A'**Cost Apportioning Agreement ("Agreement")**

THIS COST APPORTIONING AGREEMENT made the 15 day of December, 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(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

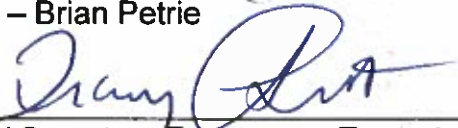
12. The Municipality acknowledges and agrees that all programs and services identified in Schedule A shall also be included in a Watershed-based Resource Management Strategy that UTRCA is required to develop and implement, in accordance with the Act.

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.

CITY SOLICITORS OFFICE CITY OF LONDON	
DATE: Jan 11/24	
APPROVED AS TO FORM ONLY	

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 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 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 apportionment approvals. The MCVA will also be updated 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	2024 MCVA Apportionment %	Cost Apportionment \$
		Service Areas: Stewardship and Restoration Subwatershed Planning and Monitoring Community Outreach and Education
Oxford County	16.9811	\$103,236
London	64.0880	\$389,623
Lucan Biddulph	0.3507	\$2,132
Thames Centre	3.1974	\$19,439
Middlesex Centre	2.4438	\$14,857
Stratford	7.2068	\$43,814
Perth East	1.4182	\$8,622
West Perth	1.4899	\$9,058
St. Marys	1.4604	\$8,879
Perth South	1.1629	\$7,070
South Huron	0.2009	\$1,221*
TOTAL	99.8%	\$607,951

Note* - South Huron has not entered into the Cost Apportioning Agreement.

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.