

# By-Law 2023-25

## AGREEMENT FOR SERVICES

THIS AGREEMENT dated this 14th day of November 2023

**BETWEEN:**

**THE SAULT STE. MARIE REGION CONSERVATION AUTHORITY**  
(hereinafter called "Authority")

OF THE FIRST PART

– and –

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE,  
THE CORPORATION OF THE TOWNSHIP OF PRINCE**  
(Hereinafter called the "Members")

OF THE SECOND PART

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

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

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

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

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

1. The Authority agrees to provide to the Members the services outlined in Schedule 'A', which constitute the Category 1 and Category 2 Programs and Services.
2. The Members agree to be charged a levy for such services stated in Schedule 'A' under Category 1, to be apportioned among the Members.
3. The Authority will not add to or delete from the services or programs funded through the levy without first consulting with the Members. Any such change would require an amendment to this Agreement agreed to by all parties.
4. The parties will maintain the current annual approval process for increasing the levy and budget.
5. The Members will continue to support the current Inventory of Programs and Services outlined in Schedule 'A' throughout the period of this Agreement.
6. This Agreement will be for a Term of four (4) years commencing on the date of the signature by the last of the parties and expiring on December 31, 2027.



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7. This Agreement may be executed in any number of counterparts and by the parties hereto by separate counterparts, each of which when so executed and delivered shall be an original, but such counterparts together shall constitute one and the same instrument.

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

**THE SAULT STE. MARIE REGION CONSERVATION  
AUTHORITY**

Per: \_\_\_\_\_  
Board Chair – Sandra Hollingsworth

Per: \_\_\_\_\_  
General Manager, Secretary-Treasurer –  
Corrina Barrett

I/we have the authority to bind the Corporation.

SIGNED SEALED AND DELIVERED THIS        DAY OF        , 2023.

THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE

Per: \_\_\_\_\_  
Mayor -

Per: \_\_\_\_\_  
Clerk -

I/we have the authority to bind the Corporation.

SIGNED SEALED AND DELIVERED THIS 14th DAY OF November, 2023.

THE CORPORATION OF THE TOWNSHIP OF  
PRINCE

Per:   
Deputy Mayor

Per:   
Clerk - Steve Hemsworth

I/we have the authority to bind the Corporation.

**Schedule 'A'**

Category 1: Mandatory Services: Natural Hazard Management Program: Flood and Erosion Safety Services

**a) Preparedness**

- i) Flood and/or Erosion Risk Emergency response planning with municipalities
- ii) Flood and/or Erosion risk mapping updates
- iii) Administration of Development, Interference, Alteration Regulation in flood prone, shoreline, river valleys, dynamic beaches, wetlands, and watercourses
- iv) Plan input and review support to municipalities regarding natural hazard policies and development applications

**b) Monitoring**

- i) Year-round monitoring and data acquisition for river levels, snowpack, precipitation, and runoff potential
- ii) Maintenance of all rainfall and streamflow monitoring equipment
- iii) Development and maintenance of the flood forecasting warning program

**c) Flood and Erosion Control Infrastructure: (Fort Creek Dam and Diversion Channels including Fort Creek, East Davignon, Clark Creek, Central Creek, Bennett/West Davignon)**

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

**d) Response**

- i) Provide flood and or erosion warnings and updates to municipalities regarding flood and or erosion events

Required Services: Ontario Regulation 686/21

Identification of Additional & 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, or 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 or streams, shoreline areas, unstable soils, etc.)  
Understand risks associated with natural hazards and how they will change as the climate warms

Manage risks associated with natural hazards  
Promote public awareness of natural hazards

- SSMRCA will need to develop a more comprehensive communications, education, and outreach program to meet these regulatory requirements. Currently SSMRCA does not have the resources to provide a program to the extent required.
- SSMRCA will need to identify where we can find the expertise needed to develop a better understanding of the impact of climate change on natural hazards and low water or drought conditions in the watershed.

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

- SSMRCA is required to develop an operational and asset management plan for the Fort Creek Dam by December 31, 2024

3. Review of applications and issuance of permits under section 28 and 28.0.1 of the Conservation Authorities Act, including associated enforcement activities

- SSMRCA will require some additional technical support for reviewing applications for development in flood and erosion prone areas along the St. Marys River from Gros Cap to Partridge Point.



**Category 1: Mandatory Services: Conservation Authority Lands and Conservation Areas**

**Conservation Areas Services:**

Includes the management, development, and protection of significant natural resource lands, features, and infrastructure on authority owned property. SSMRCA has five (5) conservation areas with a land area of 3,700 acres (1,513 hectares).

**Service Components:**

**a) Management & Development of Authority Lands**

- Build resiliency and demonstrate good resource management on five (5) Conservation areas ranging from day-use parklands, 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 the Fort Creek Dam and flood control channels following regulatory requirements
  - Develop and monitor funding agreements with municipalities where the dam and flood control channels are located for maintenance and major repairs
- iii) **Forest Management**
  - Implement activities identified in managed forest plans to improve forest health including harvesting, tree planting and monitoring of woodlots
  - Remediation of invasive species and monitoring of disease and pests where possible
- 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 for members direction.

**c) Leasing & Agreements on Authority Lands**

- i) Review agreements that are compatible with the land use
- ii) Monitoring of agreements

Required Services: Ontario Regulation 686/21

Identification of Additional & 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 and integrate with provincial, municipal, or publicly accessible lands and trails.
2. A land inventory, 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 688/21: Rules of conduct in conservation areas. Enforcement will take place as capacity allows and may require additional help from partner municipalities to limit trespassing of un-authorized vehicles on conservation area lands.

<p>Category 1 : Provincial Water Quality &amp; Quantity Monitoring</p>	<p>Required Services: Ontario Regulation 686/21</p>
<p>Services &amp; Programs: Category 1 : Mandatory Program</p>	<p>Identification of Additional &amp; or Enhanced Services to Meet Regulatory Requirements</p>
<p>Monitoring and Reporting  i) Provincial Water Quality Monitoring Network  ii) Ground Water - Monitoring Network</p>	<p>Programs and services to support the authority's functions and responsibilities related to the development and implementation of a watershed-based resource management strategy on or before December 31, 2024.</p>

<p>Drinking Water Source Protection: Category 1: Mandatory Service</p>	<p>Additional Regulatory Requirements: Ontario Regulation 686/21</p>
<p>Services</p> <p>a) Governance - Leadership:</p> <ul style="list-style-type: none"> <li>• Sault Ste. Marie Source Protection Authority; Source Protection Committee</li> <li>• Maintenance of local source protection program, including issues management</li> </ul> <p>b) Communications:</p> <ul style="list-style-type: none"> <li>• Promote the local source protection program</li> </ul> <p>c) Program Implementation:</p> <ul style="list-style-type: none"> <li>• Ongoing support of local source protection program</li> <li>• Implementation of Source Protection Plan policies where applicable</li> <li>• Review of local applications / planning proposals / decisions in vulnerable areas to ensure source protection is considered</li> </ul> <p>d) Technical Support:</p> <ul style="list-style-type: none"> <li>• Support the preparation of amendments to local assessment report and source protection plan to incorporate regulatory changes as well as technical assessment completed for new and expanding drinking water systems</li> <li>• Review technical information received regarding changes to the landscape, such as new transport pathways in WHPA and IPZ, to determine if assessment reports or source protection plans should</li> </ul>	<p>Additions or Enhancements needed to Existing Program</p> <p>No additional changes need to be made to existing services.</p>

be revised.

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

<p>Category 1: Mandatory Services:</p>	<p>Required Services: Ontario Regulation 686/21</p>
<p>Enabling Services / General Operating Expenses:</p>	<p>Identification of Additional and or Enhanced Services to Meet Regulatory Requirements</p>
<p>a) Governance &amp; Leadership Responsibilities (SSMRCA)</p> <ul style="list-style-type: none"> <li>i) Setting Priorities &amp; Policies</li> <li>ii) Financial Planning &amp; Monitoring</li> <li>iii) Services and Project Development</li> <li>iv) Conservation Ontario Council &amp; Committees</li> <li>v) Reporting to Member Municipalities</li> </ul> <p>b) Corporate Administration / Human Resources / Equipment</p> <ul style="list-style-type: none"> <li>i) Human Resources Planning and Administration</li> <li>ii) Workspace and Equipment Management</li> <li>iii) Records Retention and Management</li> <li>iv) Compliance with Legislation related to Employment, Health &amp; Safety, Accessibility etc.</li> </ul> <p>c) Financial Services</p> <ul style="list-style-type: none"> <li>i) Bookkeeping, Investments, Banking, Financial Planning</li> <li>ii) Tangible Capital Asset Management</li> <li>iii) Management of Financial Agreements with External Funders</li> </ul> <p>d) Communications and Outreach</p> <ul style="list-style-type: none"> <li>i) Corporate communications strategy development and implementation</li> </ul> <p>e) Information Management and Geographic Information System</p> <ul style="list-style-type: none"> <li>i) Provide IT and GIS support</li> </ul>	<p>No additional requirements.</p>

<p>f) Vehicles, Equipment &amp; Infrastructure:</p> <ul style="list-style-type: none"> <li>i) Provide &amp; maintain vehicles and equipment</li> <li>ii) Maintain &amp; upgrade buildings and related infrastructure</li> </ul>	
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<p>Category 2: DWSP Education and Outreach Materials</p> <p>City of Sault Ste. Marie</p>	<p>Agreement: City of SSM, SSMRCA</p>
<ul style="list-style-type: none"> <li>- Carrying out Education and Outreach responsibilities for the DWSP Program on behalf of the municipality through service agreements.</li> </ul>	<p>The City of Sault Ste. Marie has retained the services of the Sault Ste. Marie Region Conservation Authority to deliver DWSP associated education and outreach materials.</p> <p>Agreement between the City of Sault Ste. Marie and SSMRCA signed: TBD</p>

<p>Category 2: DWSP Risk Management Official</p> <p>City of Sault Ste. Marie</p>	<p>Agreement: City of SSM, SSMRCA</p>
<ul style="list-style-type: none"> <li>- Carrying out Part IV duties of the Clean Water Act on behalf of the municipality through service agreements.</li> <li>- Designated through Council resolution to act as both the RMO and RMI. Role primarily covers RMI services, but also acting RMO when needed.</li> </ul>	<p>The City of Sault Ste. Marie has retained the services of the Sault Ste. Marie Region Conservation Authority to deliver DWSP Risk Management Official related duties.</p> <p>Agreement between the City of Sault Ste. Marie and SSMRCA signed: TBD</p>

<p>Category 2: Grass Cutting for City of SSM City of Sault Ste. Marie</p>	<p>Agreement: City of SSM, SSMRCA</p>
<p>- Carrying out grass cutting and maintenance activities as outlined in the agreement between the City of Sault Ste. Marie and the SSMRCA for the hills on Bruce Street and St. George's Avenue.</p>	<p>The City of Sault Ste. Marie has retained the services of the Sault Ste. Marie Region Conservation Authority to deliver grass cutting services as needed.</p> <p>Agreement between the City of Sault Ste. Marie and SSMRCA signed: TBD</p>