

Programs and Services Support Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 29 day of March, 2024 (hereafter, "Effective Date").

BETWEEN THE:

CITY OF GREATER SUDBURY

(hereafter, "City")

AND THE:

NICKEL DISTRICT CONSERVATION AUTHORITY

(hereafter, "NDCA")

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

AND WHEREAS the City is the sole participating municipality located largely within the area under the jurisdiction of NDCA;

AND WHEREAS NDCA is prepared to provide certain programs and services that the Act categorizes as non-mandatory to and on behalf of the City in several service areas;

AND WHEREAS pursuant to Ontario Regulation 687/21, conservation authorities are authorized to apportion costs to municipalities for delivery of programs or services;

AND WHEREAS pursuant to Ontario Regulation 687/21, conservation authorities and municipalities are required to enter into an agreement that enables an authority to levy a municipality for programs or services provided, other than those categorized as mandatory in Ontario Regulation 686/21;

AND WHEREAS this Agreement will provide overarching terms and conditions for delivery of programs and services by the NDCA;

AND WHEREAS the City's Purchasing By-law does not apply to the purchase of services from the NDCA;

AND WHEREAS the City has been authorized to enter into this Agreement pursuant to By-law 2024-180;

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 Initial Term of the Agreement is January 1, 2024 – December 31, 2063. Thereafter, the 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 thirty (30) days prior to the expiry of the Initial Term or Renewal Term, as the case may be. If at any time, O. Reg. 687/21 is repealed or amended such that this agreement is no longer required, then it shall be deemed to be terminated on the same effective date of change to the regulation.

2. This Agreement shall be reviewed by the parties prior to the expiry of the Initial Term and each Renewal Term in accordance with O. Reg. 687/21, s. 8 (2). It is the responsibility of the NDCA to initiate the review with the City at least six months prior to the expiry of the Initial Term or Renewal Term, as the case may be. During any Term, the parties agree to review the agreement every four years in accordance with O. Reg. 687/21, s. 8 (3).

3. The following principles shall guide the implementation of the Agreement between the NDCA and the City:

a. That all dealings between the Parties shall be characterized by open, fulsome, and timely communication, a spirit of co-operation recognizing the respective roles of the Parties, and their respective needs and obligations. Furthermore, the Parties understand the spirit and intent of the Agreement and in doing so agree to act reasonably in exercising any discretion, judgment, approval or extension of time, that may be required to affect the purpose and intent of this the Agreement.

b. NDCA agrees to provide the City with non-mandatory services described in Schedule B as authorized by S.21.1.1(1) of the Act and to the broader community certain programs and services authorized by S.21.1.2(1) of the Act and described in Schedule C.

c. The parties agree that the City shall be responsible to pay the full costs incurred by the NDCA’s delivery of the Programs and Services described in Schedule B, and a share of the costs of the NDCA’s delivery of the Programs and Services to the extent indicated in Schedule C.

d. The costs of Schedule C Programs and Services are estimated in said schedule and shall be included in the budget that is prepared, approved, and apportioned by the NDCA in accordance with O. Reg. 402/22. The City’s share shall be included in the municipal tax levy.

e. The NDCA will not add to or delete from the services or programs in Schedule B and C in whole or in part, without first consulting with the City. Any such change would require an amendment to the appropriate schedule(s) as agreed to by both parties.

f. The City will continue to support the NDCA’s Inventory of Programs and Services (see Schedule A) throughout the period of this Agreement.

g. The user-pay principle will be utilized to charge fees, where appropriate, to assist with the costs of certain NDCA programs or services. The NDCA will endeavour to find alternative funding sources for the community-based services and programs in schedule C, by charging fees where appropriate and diligently pursuing grant or funding opportunities to reduce the costs to the city. h. The NDCA acknowledges and agrees that the Parties are entering into this Agreement as required pursuant to the Act to address the delivery of non-mandatory programs and services as listed in Schedules B and C, and that this Agreement is in no way to be deemed or construed to be a contract of employment. Specifically the Parties agree that it is not intended by this Agreement that any of the NDCA or any of its directors, officers, employees, agents or volunteers, employed or retained by the NDCA, shall be an employee of the City for the purposes of any applicable legislation including, without limitation, the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), *Canada Pension Plan*, R.S.C., 1985, c. C-8, *Employment Insurance Act*, S.C. 1996, c. 23, *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sched. A, *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, *Technical Standards and Safety Act*, 2000, S.O. 2000, c. 16, and the *Health Insurance Act*, R.S.O. 1990, c. H. 6, all as amended from time to time and any legislation in substitution thereof. Furthermore, nothing in this Agreement shall be read or construed as conferring upon the NDCA, its officers, directors, employees, or Members the status of employee, or agent of, or partner or joint venturer with the City.

h. The NDCA may subcontract any or all of the non-mandatory programs or services in its sole discretion, provided that any such sub-contracted program(s) or services(s) conforms to the terms of this Agreement. Nothing in this Agreement will create a contractual relationship between any sub-contractor or its directors, officers, employees, agents, partner, affiliates or volunteers and the City. No sub-contract will relieve the NDCA from any obligation under this Agreement or impose any liability on the City unless otherwise agreed to in writing.

i. The NDCA agrees to maintain confidentiality of any information provided to it by the City and identified as confidential and will limit disclosures of such information to only those individuals who require access to the information to complete the program or service or as required to be disclosed at law. The NDCA shall use the information only for the purpose of the programs and services provided for in this Agreement and does have appropriate protections in place regarding the collection, use and disclosure of any personal information.

4. The City and the NDCA will strive to facilitate open and timely communication at all levels.

5. Where a dispute arises, the parties agree that dispute resolution practices will be implemented using the following principles:

- a. Agree to a fair process for mediating issues;
- b. Utilize the services of a neutral mediator, if required;
- c. Identify common agreement / ground; then
- d. Identify all options to resolve; then
- e. Select best option.
- f. If the foregoing dispute resolution procedure is unsuccessful either Party may commence a binding arbitration proceeding, to be conducted pursuant to the *Arbitration Act, 1995, S.O. 1991, c.17*, as amended, by delivering a written notice of its intent to proceed to arbitration.
- g. Nothing herein prevents a Party from enforcing any right hereunder through the courts.
- h. No person shall be appointed to act as a mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the programs and services or any of them, or in the business or other affairs of the Parties.

6. Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery or by registered mail, courier or facsimile transmission, addressed the parties as follows:

City of Greater Sudbury
 200 Brady Street, P.O. Box 5000, Station 'A'
 Sudbury, ON P3A 5P3
 Attention: General Manager, Growth and Infrastructure

Nickel District Conservation Authority
 401 – 199 Larch Street
 Sudbury, ON P3E 5P9
 Attention: General Manager, Secretary - Treasurer

6. This Agreement shall be made available on the NDCA website and by other methods deemed advisable; the City may post a copy on its website.

7. The Parties agree to obtain and maintain in force at all times, with an insurer licenced in Ontario, a policy of general liability insurance with a minimum of five million dollars (\$5,000,000) coverage and shall provide for loss payable to the other Party as their interest may appear.

8. The NDCA shall continue to provide the appropriate health and safety training to any of its staff involved in the provision of all programs and services regardless of category. The NDCA shall review and update its *Health and Safety Policy* annually or more frequently as required. Standard Operating Procedures (SOPs) related to the delivery of all Programs and Services provided to the City will be developed in conjunction with the City on an as-needed basis. Any

subcontractor retained by NDCA to provide any Programs or Services will be held to the same applicable health and safety requirements and SOPs through their contract with NDCA.


7. This 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), to the extent such electronic execution is permitted under Ontario's *Electronic Commerce Act, 2000, S.O. 2000, c. 17*. No one copy of which need be executed by all the Parties and all such counterparts together shall constitute an Agreement and shall be a valid and binding agreement among the Parties.

8. 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.

9. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the Parties shall attorn to the jurisdiction of the courts of the province with any proceeding commenced and heard in Greater Sudbury. Headings or descriptive words at the commencement of the various articles are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation upon the scope of the article to which they refer. This Agreement shall enure to the benefit of and be binding upon the Parties and their permitted assigns.

IN WITNESS WHEREOF, the Parties sign this Agreement by their duly authorized signing officers.

NICKEL DISTRICT CONSERVATION AUTHORITY

Per: 
Jennifer Davidson, Chair

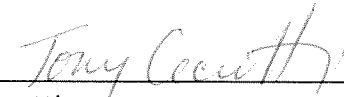
2024 / 11 / 26
Date

Per: 
Carl Jorgensen, Secretary – Treasurer

2024 / 11 / 26
Date

We have authority to bind the corporation.

CITY OF GREATER SUDBURY

Per: 
Tony Cecutti
General Manager of Growth and Infrastructure

2024 / 11 / 26
Date

I have authority to bind the corporation.



Note – Schedule A includes only mandatory programs and services i.e., Category 1. It is not included here as the agreement need not address those deemed mandatory by O.Reg.686/21

Schedule B - Programs and Services in Category 2

Program or Service	Description	CAT.	Status
Other Water Control Structures	Operation and maintenance of water controls structures, not used primarily for flood control or flow augmentation, including weirs and dams. Eligible for funding through the Capital Levy / Asset Management Plan.	2	Present
Valley Wells Program	Long-term monitoring at 14 drinking water wells to characterize water quality and quantity within the well head protection area in Hanmer and Capreol. Cost recovery achieved in years past via purchase order, from 2024 onward this will be funded through the operating levy.	2	Present

Category 2: Programs and Services Requiring Municipal Financial Support

Through subsection 21.1.1 (1) of the *Conservation Authorities Act*, conservation authorities (CAs) may provide, within its area of jurisdiction, programs and services that it agrees to provide on behalf of a municipality under an agreement as may be entered into with the municipality. O. Reg. 687/21 further defines these programs as Category 2.

The following two Category 2 service areas have been provided to the City for some time.

1. The monitoring of drinking water wells has been provided as a service for more than 10 years and came about following NDCA’s development of the *Source Protection Plan*. Funding for this service was typically provided through a purchase order from the Water / Wastewater Division of the City.

2. The ownership and maintenance of water control infrastructure – not related to flooding or flow augmentation – was inherited as these structures were put in place by the NDCA at the request of the City or by Members of the former Regional Municipality of Sudbury.

Sustainable funding for this type of work is not available through provincial or federal grant programs. The approximate combined annual cost for the two programs is \$35 000.

1. VALLEY WELLS MONITORING PROGRAM

Program Description

The groundwater monitoring program commenced in 2012 upon the completion of the Drinking Water Source Protection program's tier-three water budget study. Both the 2005 *Municipal Groundwater Study* and the 2012 *Valley Drinking Water System Tier Three Water Budget and Water Quantity Risk Assessment* recommended establishing a regional groundwater monitoring well network. The objective of regional monitoring wells is to monitor the water table, particularly in those areas where groundwater is critical to domestic supplies and ecosystem functions. This effort is complementary to the existing Provincial Groundwater Monitoring Network (PGMN) that is funded largely by the Ministry of Environment, Conservation and Parks (MECP).

Groundwater is the main source of water supply for the communities of Capreol, Dowling, Garson, Falconbridge, Levack, Onaping Falls and Valley East. The above-mentioned studies recommended adding Sentinel Monitoring Wells in the Well Head Protection Areas (WHPA) of each municipal well allowing a regular collection of data on groundwater levels and quality. The data collected is maintained in a relational database and integrated with other groundwater and surface water data. The data collected from the monitoring program also support:

- the City's Permit to Take Water (PTTW)
- an improved understanding of groundwater/surface water interactions
- optimized well operations
- future water balance modeling
- low water/drought response, and
- the development of water policy within the wellhead protection areas

Program Details

Fourteen wells are currently monitored by the NDCA within the Valley Well Head Protection Area (WHPA). Locations of the monitoring wells are listed in Table 1 (below). The number and location of wells is subject to change. NDCA also maintains a Provincial Groundwater Monitoring Network (PGMN) well located within the same WHPA. Water quality sampling is performed annually in either summer or fall using the sampling protocols established by the Ministry of Environment, Conservation and Parks (MECP). Samples are submitted on the same day they are collected to Bureau Veritas Laboratories for analysis. All monitoring wells are equipped with HOBO Level Loggers that record hourly water level and water temperature. The P2 well is also equipped with a HOBO Baro Logger for recording barometric pressure used to correct water level readings.

Table 1

Well Name	UTM Zone 17		Ground
	Northing	Easting	Elevation
Deschene	5168101.0	500892.6	294.3
Frost	5165127.0	501454.1	289.9
Green's Lake J1	5170103.8	506272.0	297.1
Kenneth K1	5166573.6	498742.7	291.3
Notre Dame N1	5167620.8	504241.2	295.2
OW-1	5167756.3	502557.3	294.7
OW-2	5168219.5	503823.9	295.5
OW-3	5168783.0	504193.8	296.8
OW-4	5167359.3	505745.6	295.9
OW-5	5167906.9	505348.8	296.8
OW-6	5166891.2	504718.1	294.7
OW-7	5167248.6	503810.0	295.5
Philippe P2	5166653.2	500646.7	292.5
Philippe P1	5166652.9	500668.3	292.4

Budget Estimate

The following information is provided for context only. For 2024 it is again estimated that cost recovery for running this program is approximately \$25 000. The laboratory analysis and staff allocation to the effort account for approximately \$10 000 each, with the balance used for overhead and the as-needed replacement of logging equipment. For 2023 the costs were invoiced to the Water / Wastewater Division of the City under a Purchase Order. The NDCA budget for 2024 included this amount as a line item funded via the Municipal Levy.

VALLEY WELLS MONITORING PROGRAM	e.g., 2024
Total program cost	\$25 000
Provincial Contribution	\$0
Federal Contribution	\$0
Self-Generated Revenue	\$0
City of Greater Sudbury (PO 2023, Levy in 2024 and beyond)	\$25 000

2. WATER LEVEL CONTROL STRUCTURES

Program Description

The dams, berms and weirs listed in Table 2 have been put in place in past decades to regulate water levels for various recreational, aesthetic, and ecosystem reasons. This program does not include any water control structures that are part of flood control or augmentation programs; such structures are included in mandatory programs and therefore are classified as Category 1.

Program Details

On an annual or more-frequent basis, the water level control assets are visually inspected by qualified persons. As per guidance from the Canadian Dam Association, more thorough inspections and safety reviews are conducted on a schedule varying based on the structure type and risks associated with each. The following table includes the structure, type and location. In all cases the benefit to the City and the Greater Sudbury community is an increase in the natural water level resulting in a deeper body of water to enjoy. All listed items are included in the Asset Management Plan.

Table 2

<i>Structure Name</i>	<i>Type</i>	<i>Location</i>
Grant Lake Weir	Weir	Outlet of Grant Lake
Kelley Lake Weir	Weir	Outlet of Kelly Lake
Lake Laurentian Berm	Berm	South shore of Lake Laurentian
Lake Laurentian Dam	Dam	Outlet of Lake Laurentian
Lake Laurentian Weir	Weir	Pond outlet below Lake Laurentian
Nepahwin Lake Dam	Dam	Outlet of Lake Nepahwin
Perch Lake Diversion	Berm	East of Perch Lake

Budget Estimate

The following information is provided for context only. Although the structures are locally important, they do not typically qualify for funding available through provincial or federal grant programs. The program cost is an estimated annual average spent on these structures. The approximate annual cost for the programs is \$10 000. From time to time more significant costs

may be incurred to conduct major repairs. Expenditures made on behalf of these structures are supported by the capital levy.

WATER LEVEL CONTROL STRUCTURES PROGRAM	e.g., 2024
Total program cost	\$10 000
Provincial Contribution	\$0
Federal Contribution	\$0
Self-Generated Revenue	\$0
City of Greater Sudbury (Levy)	\$10 000

Schedule C - Programs and Services in Category 3

Program or Service	Description	CAT.	Status
Tree Planting Services	Afforestation services including planting plan development, site preparation, tree and shrub planting, and multi-year survival assessments. Delivery agent, technical assistance, link to funding programs to increase watershed forest cover. Levy currently in use and will continue with an agreement in place.	3	Present
Stewardship	Other stewardship activities including community science (e.g., water level and precipitation monitoring). Levy is currently in use and will continue with an agreement in place.	3	Present
School and Community programs	Curriculum-based programming for elementary and secondary students. These programs focus on local watersheds, ecosystems, and environmental issues. Program delivery occurs primarily during field trips to the Lake Laurentian Conservation Area, but also at schools (indoors and outdoors). Community events to assist in achieving the objectives of the conservation authority, free of charge typically and open to all ages. Levy is currently in use and would continue with an agreement. Other educational programs may be considered from time-to-time with the City or other interested parties and funding partners.	3	Present
Camp Bitobig	Summer day camp operating at the Lake Laurentian Conservation Area. Typically requires no municipal levy.	3	Present

Category 3: Programs and Services Eligible for Municipal Financial Support

Through subsection 21.1.2 (1) of the *Conservation Authorities Act*, a conservation authority (CA) may provide, within its area of jurisdiction, any other programs and services that it determines are advisable to further the purposes of the Act; O. Reg. 687/21 defines these programs as Category 3.

Program Description

The programs and services described below are important components of integrated watershed management and in some cases have been provided for decades. These consistently appear in the annual workplan and are reflected in the strategic plan *Watershed Champions*. These programs have become valued by the watershed community. These programs and services are funded by a variety of sources: municipal levy, self-generated (user fees, donations, foundations etc.) and, from time to time, provincial and federal funding.

Program Details

The flagship **School Visits** program is provided through field trips to LLCA and offers educators and their students the opportunity to experience hands-on learning in a vast outdoor classroom. Programming is offered in fall / winter / spring for classes from primary through senior grades that is geared to the provincial curriculum for Science & Technologies, Geography, Social Studies, and Health & Physical Education). Staff can also deliver some of the same programming in a schoolyard or classroom setting.

For over 50 years, the Nature Chalet at the Lake Laurentian Conservation Area (LLCA) has hosted students aged 5 to 95 learning about the natural world around them through a variety of lenses. **Experiential Learning** can take many forms at the LLCA. These include artistic, recreational, reflective, and naturalist-based approaches. In all cases the focus is on connecting with nature and learning in a place-based manner. Over the years the following have been provided to a variety of visitors at no cost or cost-recovery pricing. Volunteers play a huge role in the success of these outreach efforts.

- Family Ice-fishing Day / snowshoeing / quinzhee building
- Canoe / kayak / pedal boat rentals / family fishing day / owl prowls / bat-house and birdhouse workshops / self-guided paddling or hiking
- Forest therapy for individuals, small groups, workplace teams
- Small group programs ...
- Arts and crafts using natural materials and/or in natural settings
- Note that safety education related to natural hazards, such as the risks of fast-flowing water during storm and flood events, are Category 1 programs.

Camp Bitobig is a long-running day camp for children aged 6 -12 years. The camp operates during the months of July and August, hosting up to 45 children per week. Camp leaders and counsellors are bilingual allowing content to be delivered in either French or English. Weekly rates are set based on projected operating and staffing costs and revenue potential from sources such as the Canada Summer Jobs program. Although eligible, Camp Bitobig has not required any levy support over the past seven summers, and this remains an important goal.

Acting as a local delivery agent for Forests Ontario and or Trees Canada, the **Tree Planting** program is a mainstay of the stewardship function. The program is complementary to the City's Regreening Program and plants primarily outside the impact zones and on smaller private properties. The program is more-or-less self sustaining and has a reserve in place that would allow future commitments to be met if the program funding is cut or eliminated. From time-to-



time other opportunities are made available through low-dollar grants that engage staff in local stewardship and research initiatives that benefit the community e.g. fish surveys, collaborations with post-secondary graduate research students, etc.

Budget Estimate

The following information is provided for context only. Some programs will qualify for funding available through provincial or federal grant programs but this cannot be viewed as long-term funding. Typically, levy-derived support is only allocated to the School Visits program and other community-education efforts. Tree Planting and Camp Bitobig operate with full cost-recovery targets in place and therefore make up most of the self-generated revenue in this category.

CATEGORY 3 PROGRAMS ELIGIBLE FOR LEVY	e.g., 2024
Total program cost	\$360 000
Provincial Contribution	\$ --
Federal Contribution	\$ 75 530
Self-Generated Revenue	\$143 470
City of Greater Sudbury (Levy)	\$141 000

