



BYLAW NUMBER 2024-07

BYLAW TO Enter into an Agreement for Services with The North Bay-Mattawa Conservation Authority and The Corporation of the Municipality of Calvin.

Legal Authority

In carrying out its mandate under the Conservation Authorities Act, NBMA provides Municipally delegated programs and services (Category 2) and other programs and services (Category 3) to municipal partners within its jurisdiction including but not limited to water quality monitoring and stewardship projects, under the Conservation Authorities Act, mandatory programs and services (Category 1) are to be funded through the budget and apportionment process in accordance with the applicable regulations, pursuant to Ontario Regulation 687/21 Conservation Authorities are required to enter into an agreement to levy members for services provided to Members for Category 2 programs and services per Conservation Authorities Act Section 21.1.1 (1)); and Category 3 other programs and services per Conservation Authorities Act Section 21.1.2 (2) if financing from the participating municipality is necessary.

WHEREAS;

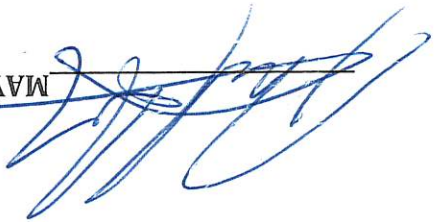
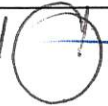
The Council of the Corporation of the Municipality of Calvin deems it expedient to enact such A By-Law, approved by Resolution 2024-— passed by Council on January 9 2024.

NOW THEREFORE;

Be it resolved, the Council of the Corporation of the Municipality of Calvin hereby enacts the following:

1. **THAT** the Mayor and CAO/Clerk-Treasurer are hereby designated as signing officers and authorized to execute an Agreement with the North Bay Mattawa Conservation Authority Agreement.
2. **THAT** the Agreement shall be attached hereto as attached Services Agreement (Together with its schedules) as incorporated herein forms as part of hereof of this By-Law.
3. **THAT** this Agreement shall be effective on the date of signing, and shall remain in effect within accordance to the term and termination section of the agreement.
4. **THAT** this By-Law shall become ratified upon the signing thereof.

READ A FIRST, SECOND AND THIRD TIME, ENACTED AND PASSED BEFORE AN OPEN COUNCIL, THIS 9th DAY OF JANUARY, 2024.


 _____ MAYOR
 CAO/CLERK-TREASURER


By-law 2024-07

AGREEMENT FOR SERVICES
THIS AGREEMENT dated this 9 day of January 2024

BETWEEN

THE NORTH BAY-MATTAWA CONSERVATION AUTHORITY
(hereinafter called "Authority")

OF THE FIRST PART

- and -

THE MUNICIPALITY OF CALVIN
(Hereinafter called the "Member")

OF THE SECOND PART

WHEREAS NBMCA is required to provide mandatory programs and services (Category 1) including but not limited to programs and services related to understanding and addressing the risks of natural hazards, flood forecasting and warning, drought or low water response, ice management, water control and erosion control infrastructure, providing technical comments on applications under prescribed acts including the *Planning Act*, conservation and management of its lands, and fulfilling its duties, functions and responsibilities to administer and enforce the provisions of Parts VI and VIII of the Conservation Authorities Act and any regulations made under those Parts.

AND WHEREAS in carrying out its mandate under the Conservation Authorities Act, NBMCA provides Municipally delegated programs and services (Category 2) and other programs and services (Category 3) to municipal partners within its jurisdiction including but not limited to water quality monitoring and stewardship projects.

AND WHEREAS under the Conservation Authorities Act, mandatory programs and services (Category 1) are to be funded through the budget and apportionment process in accordance with the applicable regulations.

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 for Category 2 programs and services per Conservation Authorities Act Section 21.1.1 (1)); and Category 3 other programs and services per Conservation Authorities Act Section 21.1.2 (2) if financing from the participating municipality is necessary.

AND WHEREAS the Conservation Authority is prepared to continue to provide Category 2 and Category 3 programs and 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 Member the services outlined in the inventory of Programs and Services attached hereto as Schedule "A".

2. The Member agrees to be charged a levy for such services in accordance with the approved budget.

3. The Authority will not add to or delete from the programs or services funded through the levy without first consulting with the Member. 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 setting the levy and budget (i.e. weighted vote based upon current value assessment in the watershed for approval of the levy).

5. The Member will continue to support the current inventory of Programs and Services throughout the period of this Agreement.

6. This MOU shall commence on the Effective Date and shall continue for four (4) years (the "Initial Term"). Thereafter this MOU shall continue for additional four (4) year periods (each a "Renewal Term") unless either party provides written notice of termination to the other party at least sixty (60) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.

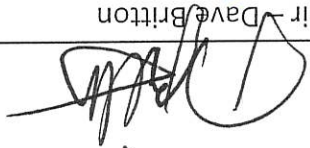
7. This MOU shall be reviewed by the parties on an annual basis as part of the budget and apportionment process.

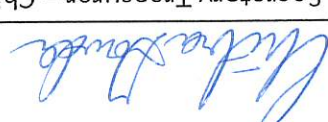
8. NBMCA shall identify Category 2 and Category 3 services in the budget, and shall comply with the prescribed methods of apportionment, including the Modified Current Value Assessment (MVCA) apportionment method (the ratio that the participating municipality's MVCA bears to NBMCA's MVCA) and the benefit-based apportionment method (the benefit that each participating municipality obtains from the program or service to which the operating expense or capital cost is related), or where permitted in accordance with the applicable regulations, by agreement.

9. 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 9 DAY OF January 2024.

THE NORTH-BAY MATTAWA CONSERVATION AUTHORITY

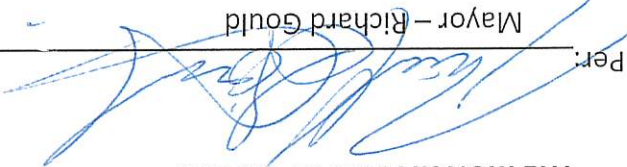
Per: 
Chair - Dave Britton

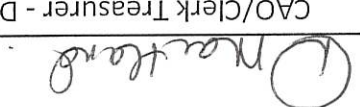
Per: 
CAO, Secretary Treasurer - Chitra Gowda

I/we have the authority to bind the Corporation.

SIGNED SEALED AND DELIVERED THIS 9 DAY OF January 2024.

THE MUNICIPALITY OF CALVIN

Per: 
Mayor - Richard Gould

Per: 
CAO/Clerk Treasurer - Donna Maitland

I/we have the authority to bind the Corporation.