



LOWER TRENT CONSERVATION

714 Murray Street, R.R. 1, Trenton, Ontario K8V 0N1

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Registered Charitable Organization No. 107646598RR0001

BOARD OF DIRECTORS

Board of Directors refers to the General Membership as set out in the Lower Trent Conservation Administrative By-Law No. 2023-01

REGULAR BOARD MEETING MINUTES

MEETING # 2023-04

DATE: May 11, 2023

TIME: 1:00 PM

LOCATION: Administration Office, 714 Murray Street, Trenton / Virtually

PRESENT:

REMOTE SITE (R)	ON SITE	
Lynda Reid	Gene Brahaney (Vice-Chair)	Eric Sandford
	Mike Ainsworth	Sherry Hamilton
	Jeff Wheeldon	Jim Alyea
	Bobbi Wright	Rick English

REGRETS: Bob Mullin (Chair), Mark DeJong

STAFF: Anne Anderson, Rhonda Bateman, Gage Comeau, Chris McLeod, Jenna Silver, Kelly Vandette

1. Meeting called to order by the Chair

The meeting was called to order by Vice-Chair Brahaney at 1:00 p.m.

2. First Nations Acknowledgement

"This land is located on the traditional territories of the Anishnabek, Huron-Wendat, and Haudenosaunee (Iroquois) peoples. We acknowledge our shared responsibilities and obligations to preserve and protect the land, air and water. We are grateful to have the privilege to meet, explore, and connect here on these shared lands. In the spirit of friendship, peace and respect, we extend our thanks to all the generations that came before us and cared for these lands - for time immemorial."

3. Disclosure of pecuniary interests

There were no pecuniary interests disclosed at this meeting.

4. Approval of the Agenda

RES: G66/23

Moved by: Eric Sandford

Seconded by: Sherry Hamilton

THAT the agenda be approved as presented.

Carried

5. Delegations

There were no delegations received for this meeting.

6. Public Input (3 minutes per speaker)

There was no Public Input or participation at this meeting.

7. Adoption of the Minutes:

a. Board Meeting Minutes of April 13, 2023

RES: G67/23

Moved by: Rick English

Seconded by: Jeff Wheeldon

THAT the Regular Board Meeting Minutes of April 13, 2023 be adopted.

Carried

8. Business arising from these minutes

There was no business arising from these minutes.

CORRESPONDENCE

9. Correspondence

There was no correspondence received for this meeting.

STAFF REPORTS

10. Monthly Payments Issued

Director Ainsworth inquired as to the LTC insurance payment and coverage. The Board members shared similar experience of 35% - 45% increase in insurance premiums. Kelly Vandette, Manager, Corporate Services stated that LTC is a member of the Conservation Ontario Authorities insurance group brokered through Marsh Insurance and rates are reviewed annually by a committee. Being part of this committee provides the best possible group rates; especially if there are claims against smaller CAs such as LTC. Coverage for errors and omissions, liability, and property are complex and costly.

RES: G68/23

Moved by: Eric Sandford

Seconded by: Jim Alyea

THAT the list of payments issued in the total amount of \$275,136.02 for the month of April 2023 be received as information.

Carried

11. Watershed Management, Planning and Regulations Reports

Gage Comeau, Manager, Watershed Management, Planning and Regulations spoke to the staff report as provided in the agenda package.

There are two hearings anticipated coming forward, one for June and other to be determined.

Flood Forecasting and Warning Report noted that LTC flood messages exceeded the numbers over the past three years. Lake Ontario has risen over past few weeks, is at flood warning levels and is being monitored. Largest concern is for forecasts of high southerly winds.

Director Wheeldon inquired as to the reason for increased communication statements. Gage Comeau indicated that the increase was due to more recent precipitation events.

Director Hamilton, inquired as to the geographic township references in the permitting summary. Gage Comeau responded that the geographic township information is based on historic township that does not necessarily correspond to the current ward or municipal boundaries.

Director Sandford requested clarification on one of the legal cases as to when a decision will be reached. Gage Comeau responded that the next in court date is scheduled for June 21st. The decision of the Justice of Peach (JP) will follow sometime after that date. The Board will be informed as to the JP's decision.

Director Reid indicated that the free screening for planning applications as noted is positive and creates a positive relationship working with residents. Director Wheeldon agreed and commented that he appreciates that LTC is not charging fees for this. Gage Comeau confirmed that preliminary consultations are free but fees will be charged depending on the outcome of the reviews.

RES: G69/23

Moved by: Sherry Hamilton Seconded by: Rick English
THAT the Watershed Management, Planning and Regulations Reports
be received as information.

Carried

12. Bay of Quinte Remedial Action Plan Program

RES: G70/23

Moved by: Bobbi Wright Seconded by: Jeff Wheeldon
THAT the April 2023 Bay of Quinte Remedial Action Plan Newsletter be
received as information.

Carried

13. 2024 Budget Planning

RES: G71/23

Moved by: Jeff Wheeldon Seconded by: Jim Alyea

THAT the Board members Director Hamilton, Director Wright, and Director Sandford be appointed to the 2024 Budget Planning Subcommittee.

Carried

14. Vehicle Purchase

Director Sandford and Director Wheeldon commented that the Ford Ranger has been recognized as doing well and recommends supporting this vehicle.

Chris McLeod, Conservation Lands Supervisor responded that the trucks listed may not be available now as there is a back log for orders. Test drives were conducted on these vehicles. He will look into the availability of these trucks again.

Direct Alyea asked if we would consider to tender out for vehicles to get a better rate.

Chris McLeod commented that as LTC's fleet is small we may not reap the saving applied to larger fleet purchases. Rhonda Bateman commented that the Capital Asset plan amounts allocated spaced out purchases over time and prices have increased substantially.

Rhonda Bateman commented that LTC may have to lease a vehicle if a purchase cannot be finalized during the current field season.

RES: G72/23

Moved by: Lynda Reid

Seconded by: Eric Sandford

THAT staff be authorized to purchase a vehicle for the Lower Trent Conservation fleet from the capital asset reserve funding at an upset limit of \$54,000 before tax.

Carried

15. CAO's Report

Rhonda Bateman updated the Board that the Municipal Agreements (MOUs) form developed has been vetted through legal and negotiations with municipal partners for Category 2 and 3 programs and services will begin immediately. She distributed the form to the members ([Appendix 1](#)). She will be setting up meetings with municipalities before end of the month. The required Schedules for the MOUs are specific for each of the municipalities and will be appended accordingly.

RES: G73/23

Moved by: Jim Alyea

Seconded by: Sherry Hamilton

THAT the CAO's Report be received as information.

Carried

OTHER BUSINESS

16. Closed In-Camera Session

RES: G74/23

Moved by: Eric Sandford

Seconded by: Jeff Wheeldon

THAT the Lower Trent Conservation Board of Directors move to in-camera session to discuss a potential legal matter.

Carried

Time: 1:37 p.m.

RES: G75/23

Moved by: Bobbi Wright

Seconded by: Eric Sandford

THAT the Lower Trent Conservation Board of Directors move out of in-camera session.

Carried

Time: 1:45 p.m.

RES: G76/23

Moved by: Bobbi Wright

Seconded by: Jeff Wheeldon

THAT a sole source independent contract be offered to Ms. Rodgers at an upset limit of \$30,000 to develop the Watershed-based Resource Management Strategy and Conservation Lands Strategy as required under O. Reg. 686/21.

Carried

17. Members Inquiries/Other Business

- a. **Bill 23** – Director Ainsworth said that the Township of Alnwick-Haldimand Council requested information as to whether there would be a levy decrease due to Bill 23. Rhonda Bateman responded that the changes in Bill 23 affect the natural heritage review that was paid for by the proponents, not the municipal levy. Our planning comments on natural hazards and wetlands are still active and that is the aspect paid for by the levy. Our reviews are thorough and the planning files are still required to move through the CA. The natural heritage portion of the reviews was often not present, the workload continues. Ultimately, these changes are increasing the cost to the developers and municipalities for necessary peer review. provided explanation that it does not affect the levy. She will provide written response for Director Ainsworth to take back to AH Council.
- b. **ATV Trails** - Director Ainsworth shared about the ATV trails and the there are organizations are trailing on areas not permitted such as wetlands. Director Ainsworth asked if the LTC Board can act upon the issue. CAO Bateman responded that LTC can only enforce on LTC properties but would be happy to assist in sharing messaging.
- c. **Rainbow Trout** run has been bad in Shelter Valley and wondered if fallen trees in the river has had some effect. Can LTC support tree removal. Rhonda Bateman noted that if the intent is to move the trees by hand permits are not required but be aware of requiring permissions to enter private properties. Machine tree removal will require a permit from LTC.
- d. **Watershed Tour** – Rhonda Bateman invited the Board Members to a tour of the LTC watershed as part of their orientation and proposed date of June 14 or 15. She will follow-up once attendees are confirmed and date is scheduled.

RES: G77/23

Moved by: Mike Ainsworth

Seconded by: Lynda Reid

THAT the members inquiries and other business be received as information.

Carried

18. Adjournment

There being no further business, the meeting was adjourned.

RES: G78/23

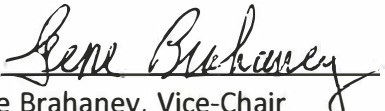
Moved by: Rick English

Seconded by: Jim Alyea

THAT the meeting be adjourned.

Carried

Time 1:56 p.m.


Gene Brahaney, Vice-Chair


Rhonda Bateman, CAO/ST

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING made the day of , 2023.

B E T W E E N:

CITY/COUNTY/TOWNSHIP OF _____
(“the **Municipality**”)

OF THE FIRST PART

- and -

LOWER TRENT REGION CONSERVATION AUTHORITY
(“the **LTC**”)

OF THE SECOND PART

Hereinafter the Municipality and the LTC shall collectively be referred to as the “**Parties**”

WHEREAS the LTC is a Conservation Authority established under the *Conservation Authorities Act* (“Act”) and is governed by its members appointed by participating municipalities in accordance with the Act;

AND WHEREAS the Municipality is located wholly or in part within the area under the jurisdiction of LTC;

AND WHEREAS the Act permits LTC to provide non-mandatory programs and services under a Memorandum of Understanding or such other agreement as may be entered into with a municipality;

AND WHEREAS LTC is prepared to provide certain non-mandatory programs and services to the Municipality;

AND WHEREAS the Municipality wishes to avail itself of those programs and services described in this Memorandum of Understanding (MOU) and to pay the amount charged by LTC for those programs and services;

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

1. Entire Memorandum of Understanding

1.1. This MOU, together with:

Schedule “A” - Category 2 Programs and Services

Schedule “B” - Category 3 Programs and Services

constitutes the entire MOU between the Parties with respect to the subject matter contained in this MOU and supersedes all prior oral or written representations and agreements.

1.2 This MOU will be posted publicly on LTC’s website to comply with requirements under the *Conservation Authorities Act*.

2. Definitions

2.1 In this MOU:

“Category 2” means the municipal programs and services that LTC hereby agrees to provide at the request of and on behalf of the Municipality; and

“Category 3” means the programs and services that LTC’s Board wishes to provide on behalf of the watershed to further the *Conservation Authorities Act* under a cost apportioning agreement amongst

participating municipalities who agree to the implementation of the programs and services, as outlined in LTC's Programs & Services Inventory.

3. Term of Memorandum of Understanding

3.1 The initial term of this MOU shall commence on the date this MOU is signed by the Parties and shall, subject to the renewal provisions of this MOU, end on December 31, 2028 ("the Initial Term").

3.2 Unless this MOU has been terminated early in accordance with the terms or conditions of this MOU, the MOU shall be automatically renewed for a five (5) year term from December 31, 2028 ("**Renewal Term**"), on the same terms and conditions contained herein.

3.3 This MOU shall be reviewed by the Parties prior to the expiry of the Initial Term and each Renewal Term. It is LTC's responsibility to initiate the review with Municipality at least one hundred and twenty (120) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.

3.4 Subject to the provisions of Clause 9 of this MOU, the terms and conditions of this MOU may be amended at any time with the mutual written consent of both of the Parties.

4. Fees and Payment

4.1 The cost structure for the programs and services provided in Schedule A and Schedule B shall be based on the actual costs to the LTC of providing the programs and services.

4.2 An increase will be applied to the total fees for the programs and services provided in Schedule A and Schedule B effective January 1 in each calendar year and will be no less than the same percentage as the LTC's overall levy increase.

4.3 The fees apportioned to the Municipality will be calculated annually using the benefit based apportionment method for Schedule A services and the Municipal Current Value Assessment (MCVA) apportionment method for Schedule B services. The MCVA apportionment method shall be based on the ratio that the Municipality's modified current value assessment is of all participating municipalities. The amount of the fees apportioned to the Municipality shall be provided annually at least 30 days before the meeting at which the budget is approved.

4.4 In addition to the foregoing cost structure for programs and services provided in Schedule A and Schedule B, the LTC may charge a user fee in the delivery of any programs and services listed, as appropriate.

4.5 The Municipality shall pay the LTC all fees and charges as invoiced by the LTC pursuant to this MOU within sixty (60) days of the date of the invoice.

5. Notice

Any notice in respect of this MOU shall be in writing and shall be sufficiently given or made if made in writing and either delivered in person during normal business hours of the recipient on a business day to the Party for whom it is intended to the address as set out below, or sent by registered mail or by email addressed to such Party as follows:

(1) in the case of the Municipality, to:

MUNICIPALITY NAME
ADDRESS

Attention:
Email:

(2) in the case of the LTC, to:

Lower Trent Conservation
714 Murray Street
Trenton, ON K8V 0N1

Attention: Rhonda Bateman, Chief Administrative Officer

Email: rhonda.bateman@ltc.on.ca

or to such other addresses as the Parties may from time to time notify in writing, and any notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption of postal service affecting the delivery or handling thereof, on the third business day after the date of mailing.

6. Force Majeure

Neither Party shall be in default with respect to the performance or non-performance of the terms of this MOU resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) that could not reasonably have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority (other than by the Municipality), plague, epidemic, pandemic, natural disaster, strike, lock-out, inability to procure material, acts, laws or regulations of government authority or other cause beyond the reasonable control of such Party and not caused by the act or omission of such Party, and the performance of such term or terms shall be extended for a period equivalent to the period of such delay. This provision should not relieve the Municipality of its obligation to pay fees and costs when due.

7.0 General

7.1 LTC shall not hold itself out as an agent, partner, or employee of the Municipality. Nothing in this MOU will have the effect of creating an employment, partnership or agency relationship between the Municipality and LTC

7.2 LTC may subcontract all or any portion of the programs or services in its sole discretion, provided that any such sub-contracted program(s) or service(s) conforms to the terms of this MOU. Nothing contained in this MOU will create a contractual relationship between any sub-contractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Municipality. No sub-contract will relieve LTC from any obligation under this MOU or impose any liability on the Municipality unless otherwise agreed to in writing.

7.3 LTC will maintain confidentiality of any information provided by the Municipality and identified as confidential and will limit disclosure of such information to only those individuals who require access to the information in order to complete the program or service, or as required to be disclosed by law.

7.4 Notwithstanding the foregoing, 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 LTC is required to develop and implement under the *Conservation Authorities Act*.

8. Dispute Resolution

If requested in writing by either Party, the Parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering 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. The arbitrator shall be appointed by the agreement of the Parties.

No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either of the Parties.

The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the Parties.

The provisions of the Arbitration Act, R.S.O., 1991, Chapter 17, as amended shall apply.

9. Early Termination

This MOU shall terminate automatically upon either Party providing the other Party with prior written notice of their intention to terminate this MOU 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. Upon such written notice of intention to terminate this MOU being given in any calendar year during the Initial Term or Extension 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 MOU is terminated, any operating expenses and costs incurred by LTC for providing services to the Municipality shall be paid by the Municipality up to and including the Termination Date.

10. Termination

Upon a termination notice being given, LTC shall be entitled to operational and capital costs reasonably incurred up to the date of the termination notice and all ongoing fixed costs incurred in reliance on the funding commitment of the Municipality. The Municipality shall pay LTC within thirty (30) days of termination.

11. Insurance

Both Parties agree to obtain and maintain in full force at all times, Certificates of Insurance for commercial general liability at a minimum level of five million dollars (\$5,000,000) and shall add the other Party as a named insured.

12. Execution

This MOU 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 of which need be executed by all of the Parties, and all such counterparts together shall constitute one MOU and shall be a valid and binding agreement among the Parties hereto as of the date first above written.

13. Severability

If any term or provision of this MOU shall to any extent be held to be invalid or unenforceable, the remainder of this MOU shall not be affected thereby, and each term and provision of this MOU shall be separately valid and enforceable to the fullest extent permitted by law.

14. Successors

This MOU shall enure to the benefit of and be binding upon Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Municipality and the LTC have signed this Memorandum of Understanding.

MUNICIPALITY:

Name
Position

Name
Position

I / We have authority to bind the Municipality.

LOWER TRENT REGION CONSERVATION AUTHORITY

Rhonda Bateman
Chief Administrative Officer/Secretary-Treasurer

Bob Mullin
Chair

I / We have authority to bind the LTC.