

Conservation Halton

# Board of Directors



MEETING PACKAGE  
JUN 2019



Kelso

MEETING NO: # 07 19  
 DATE: June 27, 2019  
 TIME: 3:00 p.m.  
 PLACE: **CH Admin. Office, 2596 Britannia Road West, Burlington ON  
 905.336.1158 x 2236**

## AGENDA

### PAGE #

- 1. Acceptance of Agenda as distributed**
- 2. Disclosure of Pecuniary Interest for Board of Directors**
- 3. Consent Items**
  - Roll Call & Mileage
  - Approval of Conservation Halton Board of Director Meeting minutes dated May 23, 2019 4-15
  - Approval of Conservation Halton Finance & Audit Committee Meeting minutes dated June 13, 2019 16-18
  - 3.1 Kelso Dam Update 19-20  
Report #: CHBD 07 19 01
  - 3.2 Quarterly Permits & Letters of Permission issued under Ontario Regulation 162/06 April 1 to May 31, 2019 21-26  
Report #: CHBD 07 19 02
  - 3.3 CN Milton Logistics Hub Project 27-29  
Report #: CHBD 07 19 03
  - 3.4 Grindstone Creek Flood Risk Mapping Update 30-31  
Report #: CHBD 07 19 04
- 4. Action Items**
  - 4.1 2020 Preliminary Budget 32-58  
Report #: CHBD 07 19 05
  - 4.2 Budget Variance Report for the Period Ended April 30, 2019 and 2019 59-81  
Projected Year End Amounts  
Report #: CHBD 07 19 06

- |           |   |       |
|-----------|---|-------|
| 4.3       | Kelso / Glen Eden Soil and Groundwater Remediation Works<br>Report #: CHBD 07 19 07       | 82-83 |
| 4.4       | Conservation Halton Client Service Standards Commitment/Policy<br>Report #: CHBD 07 19 08 | 84-88 |
| 4.5       | Sixteen Mile Creek Restoration Works – Funding Agreement<br>Report #: CHBD 07 19 09       | 89-90 |
| <b>5.</b> | <b>CAO Verbal Update</b>  |       |
| <b>6.</b> | <b>Other Business</b>   |       |
| 6.1       | CHF Update (Jim Sweetlove)  |       |
| <b>7.</b> | <b>Adjournment</b>  |       |

**MEETING NO: #** 06 19

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## MINUTES

A meeting of the Conservation Halton Board of Directors was held on Thursday, May 23, 2019 beginning at 3:20 p.m. at Kelso

Members Present: Mike Cluett  
Rick Di Lorenzo  
Joanne Di Maio  
Cathy Duddeck  
Allan Elgar  
Stephen Gilmour  
Dave Gittings  
Zeeshan Hamid  
Zobia Jawed  
Moya Johnson  
Gordon Krantz  
Bryan Lewis  
Rory Nisan  
Jim Sweetlove  
Marianne Meed Ward  
Jean Williams

Absent with regrets: Gerry Smallegange  
Hamza Ansari  
Rob Burton

Staff present: Kim Barrett, Associate Director, Science & Partnerships  
Hassaan Basit, CAO/Secretary-Treasurer  
Garner Beckett, Director, CH Foundation  
Adriana Birza, Manager, Office of the CAO  
Niamh Buckley, Administrative Assistant  
Craig Machan, Area Manager, Hilton Falls/Mountsberg  
Kellie McCormack, Senior Manager, Planning & Regulations  
Marnie Piggot, Director, Finance  
Plezzie Ramirez, Senior Manager, Human Resources  
Jill Ramseyer, Director, Corporate Compliance  
Janelle Weppler, Associate Director, Engineering  
Barb Veale, Director, Planning & Watershed Management

In the absence of Chair Gerry Smallegange, Vice Chair Moya Johnson chaired the meeting. Vice Chair Moya Johnson called the meeting to order at 3:20 p.m.

The following changes were made to the agenda:

*Item # 4.2 Milton Flood Conveyance on the agenda will be pulled from the Consent Items and moved to Action Items under 5.5. Additional handout “Key Recommendations for Modernization of Conservation Authority Operations and Schedule 2 of Bill 108” will be included with the minutes.*

5.2 Retract Milton Flood Conveyance Channel – Carriage Square Pedestrian Bridge.  
Report #: CHBD 06 19 04

**CHBD 06 01** Moved by: Gordon Krantz  
Seconded by: Mike Cluett

That the Conservation Halton Board of Directors **approve CH Staff retracting Item # 5.2 Milton Flood Conveyance Channel – Carriage Square Pedestrian Bridge**  
**Report #: CHBD 06 19 04 and deferring to the CH Board Meeting in June 2019.**

***Carried***

**1. Acceptance of AMENDED Agenda as distributed.**

**CHBD 05 02** Moved by: Mike Cluett  
Seconded by: Dave Gittings

That Conservation Halton Board of Directors **accept the AMENDED Agenda.**

***Carried***

**2. Disclosure of Pecuniary Interest for Board of Directors**

There was no disclosure of Pecuniary Interest.

**3. Presentations:**  
Technical Review of planning applications  
Kellie McCormack, Senior Manager, Planning & Regulations

**4. Consent Items**  
Roll Call & Mileage  
Approval of Conservation Halton Board Meeting minutes dated May 23, 2019

Briefing Memos: Kelso Dam Update  
Report: # CHBD 06 19 01

Technical Review of planning applications  
Report: # HBD 06 19 02

- 4.1 Bill 108, More Homes, More Choices Act, 2019  
CH File No.: PPO 056  
Report: # CHBD 06 19 05
- 4.3 Modernizing Ontario's Environmental Assessment Program  
Report: # CHBD 06 19 07

Consent Items were adopted.

## 5. Action Items

- 5.1 Proposed construction of a new dwelling within 7.5 metres of the floodplain associated with Lower Morrison Creek, 200 Morrison Road, Town of Oakville, Regional Municipality of Halton.  
Report #: CHBD 06 19 03

**CHBD 06 03** Moved by: Allan Elgar  
Seconded by: Marianne Meed Ward

THAT the Conservation Halton Board of Directors **receive staff report # CHBD 06 19 03 related to proposed development at 200 Morrison Road, Oakville. CH File # A/19/O/17;**

AND

THAT the Conservation Halton Board of Directors **approve the issuance of a permit for the construction of a new dwelling within 7.5 metres of the floodplain associated with Lower Morrison Creek, 200 Morrison Road, Town of Oakville, Regional Municipality of Halton. CH File No. A/19/O/17**

*Carried*

- 5.3 Proposed Excess Soil Regulatory Proposal and amendments to Record of Site Conditions Regulation, ERO #013-5000;  
and,  
Holding polluters accountable by enhancing Ministry of Environment, Conservation and Parks' enforcement, ERO #019-0023  
Report: # CHBD 06 19 08

**CHBD 06 04** Moved by: Jean Williams  
Seconded by: Jim Sweetlove

THAT the Conservation Halton Board of Directors **receive for information the report entitled "Excess Soil Registry Proposal and amendments to Record of Site Conditions Regulation; and, Holding polluters accountable by enhancing Ministry of Environment, Conservation and Parks' enforcement";**

AND

THAT the Conservation Halton Board of Directors **direct Conservation Halton staff to provide the attached letter as formal response to the Province on the proposed Excess Soil Regulatory Proposal and Amendments to Record of Site Condition (ERO #013-5000);**

AND

THAT the Conservation Halton Board of Directors **direct Conservation Halton staff to circulate the above-mentioned letter to Conservation Halton's area municipalities, neighbouring conservation authorities and Conservation Ontario for information purposes.**

*Carried*

- 5.4 Bill 108 (Schedule 12) – the proposed More Homes, More Choice Act: Amendments to the Planning Act  
ERO # 019-0016; CH File No.: PPO 056  
Report: # CHBD 06 19 09

**CHBD 06 05**

Moved by: Dave Gittings  
Seconded by: Jim Sweetlove

THAT the Conservation Halton Board of Directors **receive for information the report entitled Bill 108 (Schedule 12) – the proposed More Homes, More Choice Act: Amendments to the Planning Act;**

AND

THAT the Conservation Halton Board of Directors **direct Conservation Halton staff to submit the attached draft letter to the Ministry of Municipal Affairs and Housing, as Conservation Halton's formal response to the Province on the proposed changes to the Planning Act (ERO # 019-0016 Bill 108 (Schedule 12) – the proposed More Homes, More Choice Act: Amendments to the Planning Act);**

AND

THAT the Conservation Halton Board of Directors **direct Conservation Halton staff to circulate Conservation Halton's final submission to the Province to Conservation Halton's area municipalities, neighbouring conservation authorities and Conservation Ontario for information purposes.**

Barb Veale verbally requested that the Board **supports the possible addition of a comment relating to the lack of third party appeals for non-decision of official plans and plans of subdivision within the specified timelines.**

*Carried*

5.5 Bill 108, More Homes, More Choices Act, 2019  
Schedule 2 Conservation Authorities Act  
CH File No.: PPO 056  
Report: # CHBD 06 19 05

**CHBD 06 06** Moved by: Dave Gittings  
Seconded by: Jim Sweetlove

THAT the Conservation Halton Board of Directors **receive for information the report entitled “Bill 108, More Homes, More Choices Act, 2019 Schedule 2, Conservation Authorities Act”.**

***Carried***

Hassaan Basit provided a summary of this report and noted that Conservation Ontario will be requesting to be a delegation in front of the standing committee.

5.6 Re-appointment of Members to the Conservation Halton Foundation Board of Directors

**CHBD 06 07** Moved by: Cathy Duddeck  
Seconded by: Allan Elgar

THAT the Conservation Halton Foundation Board of Directors **recommend to the Conservation Halton Board of Directors, the re-appointment of members to the Conservation Halton Foundation Board of Directors until September 2019 be approved for the following individuals:**

- Mr. Jim Sweetlove
- Ms. Monique Smith
- Ms. Suzanne Bevan
- Mr. Rob Campbell
- Mr. Jim McCoubrey

***Carried***

## **6.0 CAO Verbal Update**

Hassaan Basit shared the correspondence received from Ted Arnott, MPP Wellington-Halton Hills supporting the resolution approved by CH Board of Directors on Provincial Cutbacks to Conservation Authorities for Flood Forecasting and Control (Resolution #: CHBD 05 04).

Hassaan Basit gave a brief update on the June 20<sup>th</sup> Gala event.

Garner Beckett will provide the CH Board Members with a list of current sponsors for the Gala.

6.1 Invitation to Premier Doug Ford

**CHBD 06 08** Moved: Allan Elgar  
Seconded: Mike Cluett

That the Conservation Halton Board of Directors **direct Mayor Gordon Krantz to send an invitation on behalf of the CH Board of Directors to Premier Doug Ford, Province of Ontario to attend the “Friluftsliv” Gala on June 20, 2019.**

***Carried***

**7. Other Business**

**7.1 Conservation Halton Foundation Update**

Jim Sweetlove asked CH Board Members to continue to provide Garner Beckett with an introduction to potential sponsors. Jim expressed his desire to see all of the CH Board at the Gala on June 20, 2019

**8. Adjournment**

**CHBD 06 09**

Moved by: Cathy Duddeck

That the Conservation Halton Board Meeting be adjourned at 4.55 p.m.

***Carried***



## Key Recommendations for Modernization of Conservation Authority Operations and Schedule 2 of Bill 108

(ERO 013-5018)

Submitted May 10, 2019

*The following are recommendations submitted by Conservation Ontario to Environmental Registry Posting 013-5018, **Modernization of Conservation Authority Operations** and to **Schedule 2 Bill 108**.*

**Recommendation #1: THAT Schedule 2 *Conservation Authorities Act* (CAA) of Bill 108 be deferred from enactment to provide CAs with an adequate opportunity to consult with their member municipalities**

The ERO 45 day comment period and the introduction of amendments to the CAA as part of the Housing Supply Action Plan is not conducive to the conservation authorities' (CAs) abilities to explain or seek comment back from Boards of Directors or adequately communicate with member municipalities in a meaningful way. Especially not during operational pressures of the flood season and with the additional pressure of an in-year provincial funding cut of 50% to the flood management program. The conservation authorities are still trying to adapt to the loss of funding (and the ripple effects of other reductions such as the 50 million tree program) and how that will impact the member municipalities. Additionally, CAs have not had the opportunity to discuss the posting and proposed legislation as a collective (i.e. Conservation Ontario Council).

**Recommendation #2: THAT the mandatory programs and services [proposed Section 21.1 (1)], to be prescribed in regulation, be supported and include the addition of: Conserving natural resources**

Conservation authorities are concerned about defining and limiting a CA's core mandatory program to the items listed in the ERO and Bill 108 (i.e. natural hazards, conservation-owned lands, source water protection, Lake Simcoe watershed). While these are supported as core mandatory programs and services, they fail to recognize the critical role that CAs play as a watershed and natural resource management agencies. As outlined in the *Conservation Authorities Act* (CAA), the objects of an authority are to "provide, in the area over which it has jurisdiction, programs and services designed to further the conservation, restoration, development and management of natural resources..." (Sec. 20(1)). Further, for the purposes of accomplishing its objects, an authority has the power to "study and investigate the watershed and to determine programs and services whereby the natural resources of the watershed may be conserved, restored, developed and managed" (Sec. 21(1)(a)). Watershed management has been the foundation for all CA programs and services since the inception of conservation authorities.

Residents of all watersheds rely on clean and sustainable drinking water, breathable air, green spaces and healthy rivers and streams for recreation, healthy soils, forests and wetlands that provide habitat for wildlife, as well as public health and many other benefits. Being in nature restores people and helps

them to stay active and healthy. The *Conservation Authorities Act* established in 1946 was predicated on responding to local issues on a watershed basis.

Including “conserving natural resources” as a mandatory program and eligible for municipal levy would recognize the important role that CAs play in protecting the function and resilience of natural resources at the watershed level. This would be consistent with the “Made-in-Ontario Environment Plan”, which states that conserving natural resources is part of a CA’s core mandate. CAs can assist the Province and local municipalities in addressing climate change and natural resource related issues at the watershed scale which is most cost efficient.

This role of CAs in undertaking programs on a watershed scale would be covered by mandatory programs and services under “conserving natural resources”. It would basically include the key elements of watershed management such as water quality and water quantity and vegetative cover monitoring and modelling on a watershed basis to support multiple objectives that are relevant to the watershed jurisdiction, including improvements to Great Lakes water quality, watershed resilience to climate change (e.g. flooding, biodiversity) and land use change (e.g. urbanization, agricultural intensification). In addition to education programs and community engagement, and land acquisition considerations, it would also include other watershed scale programs such as rural and urban stewardship with local landowners and agencies that improves and protects water quality and quantity and watershed biodiversity through restoration, rehabilitation and green infrastructure.

**NOTE: In the absence of implementing the above mandatory program and service** then it is imperative that the watershed management activities that advise or reinforce the ability to deliver on the mandatory programs (i.e. natural hazards, source water protection (including Great Lakes) and management of CA conservation areas/lands), be included in the prescribed regulations. These are further described in Recommendation #3 re: Standards and Requirements. In effect, as currently proposed, this would mean that watershed management programs and services related to biodiversity (e.g. management of fish and wildlife habitat, studies and advice on natural heritage, invasive species and endangered species management) and associated education programming would not be eligible for watershed-wide municipal levy support without the agreement of each individual municipality.

**Recommendation #3: THAT the scope of standards and requirements to be prescribed in regulations capture all key elements of the mandatory program and service area, as well as, foundational watershed management and climate change adaptation activities required to support a CA’s ability to deliver on the mandatory program and service while respecting the fact that all eligible activities may not be relevant for every watershed**

**AND THAT these be developed in consultation with conservation authorities, municipalities, and other stakeholders.**

Of critical importance will be the development of standards and requirements for each of the core mandatory program areas and what constitutes eligible activities within each of the mandated areas.

The core mandatory programs and services are supported and should include the following key elements:

1. Natural hazards (management) - Natural Hazard Information and Management Actions; Flood Forecast and Warning; Ice Management; Section 28 Regulation under the *Conservation Authorities Act*; Plan Review and EA Review for Natural Hazards; Low Water Response; and, Flood and Erosion Control and Low Flow Augmentation Infrastructure
2. Conservation and management of conservation authority lands - Conservation Land Information and Management Plans; Section 29 Regulation under the *Conservation Authorities Act*; and, Recreation Water Control Infrastructure
3. Drinking water source protection - Administering Source Protection Committees (SPCs); Assisting the SPC in the latter's powers and duties to be carried out under the *Clean Water Act*; Assisting partner SP Authorities in the source protection region (SPR); Updating Source Protection Plans; Delivering annual progress reports; and, Policy implementation and integration
4. Protection of the Lake Simcoe watershed - that which is identified by the Lake Simcoe Region Conservation Authority.

The standards and requirements need to be framed to allow the specifics of each CA's jurisdiction to dictate the relevance/applicability of each. For example, each CA has different natural hazards with different levels of risk based upon the specific geography of their jurisdiction and, as a further example, some CAs do not have flood and erosion control infrastructure (e.g. dams) to maintain or operate.

If "conserving natural resources" (see Recommendation 2) is not identified as a core program area to reflect the strong watershed management perspective of CAs, then foundational watershed management activities should be identified in the implementation regulations as key components required to carry out the proposed core program areas. As well, the activities described in regulation for each of these core mandatory programs and services should enable our ability to support climate change adaptation as per Ontario's Environment Plan. It is critical that the Ministry consult with conservation authorities, municipalities, and other stakeholders on the development of the regulations outlining the requirements for all mandatory program areas (listed above).

The following paragraphs summarize the relevance of the foundational watershed management activities to the proposed mandatory programs and services:

Watershed management provides the necessary understanding and knowledge of watershed natural resources to effectively make informed decisions and carry out natural hazard protection and management, conservation and management of conservation authority lands and source water protection. Watershed management involves examining the environment and human activities within a watershed area and assesses the relationships between these activities to determine how the natural hazards, conservation areas and water resources of the watershed should be managed to ensure the health and safety of people and the protection of property, that conservation lands retain and enhance their ecological integrity and source water is protected.

Natural Hazards - By applying a holistic approach to watershed management, a range of factors are taken into consideration such as water quality/quantity, significant water features, precipitation, climate water balance, water budgets and the hydraulic cycle. This work provides the foundation upon which natural hazards (e.g. flood and erosion) can be evaluated. Watershed management provides the necessary understanding of the overall system and subsequently guides management actions needed to reduce the risks of natural hazards.

Conservation and management of conservation authority lands - Conservation authority lands often include a watershed's most ecologically sensitive and robust areas. These areas support flood resiliency, filter air and water contaminants, and protect drinking water resources. Watershed management provides the necessary understanding of the overall health of the watershed and subsequently guides conservation and management actions needed to ensure the health of conservation areas.

Source Water Protection - The scientific work, modelling and data collection that is conducted through watershed management supports the science of source water protection. The water budgets, continued monitoring of water quality and water quantity as well as the modelling of surface water, groundwater and climate factors all provide the data and detail necessary to identify threats, risks and opportunities with respect to our drinking water resources. This information, consolidated with land use information, climate modelling and watershed stressors can identify potential future risks and threats to our drinking water resources and guides management actions needed to reduce the risks.

**Recommendation 4: THAT the government remove the requirements for individual Municipal Council budget agreement for watershed-based programs called "other programs and services"/ non-mandatory**

**AND THAT updates to the municipal levy regulation and training be developed in collaboration with conservation authorities and municipalities**

The ERO posting and Bill 108 propose to fundamentally change the CA/municipal funding relationship. As a general comment, it is agreed that CAs should be transparent in how they levy municipalities for both mandatory and non-mandatory programs and services. It is further agreed that CA budgets should be presented to their municipalities on an annual basis and distinguish levy funded programs from those that are not. Modern transparency standards for levy review and service agreements/memorandum of understandings for programs and services that the CA is undertaking on behalf of an individual municipality are supported.

The creation of conservation authorities recognized that water does not stop flowing at political boundaries and that there are economies of scale through cost sharing. Members of the Board of Directors are appointed by all involved municipalities, and this watershed management governance provides an essential multi-municipality perspective on which program investments will most benefit a watershed and should be supported by a municipal levy. The provincial proposal limits use of municipal levy to "mandatory programs and services" (standards and requirements to be prescribed in regulation) related to Natural Hazards, Conservation-owned Lands, Drinking Water Protection, and to Lake Simcoe

watershed protection. “Other programs and services”/non-mandatory identified by a CA Board for their watershed would need individual Municipal Council agreement on budget for them (21.1.2(2)) and accounting with each municipality that participates in order for a municipal levy to be applied. The proposal will consume resources and may unintentionally lead to financial inefficiencies and poor management of watershed resources. In effect it undermines the mandate, premise and value of the multi-municipality/watershed governance of conservation authorities.

The provision of a transition period and the ability to request an extension that has been provided in the proposed legislation is appreciated; however, this new administrative instrument appears cumbersome at best and prone to definitional challenges. It transfers components of budget decision making to municipal councils rather than with the Board of Directors. Instead we encourage a review of current training for CA Boards and municipalities with an emphasis on member roles, powers and responsibilities, as a reminder that program and budget control is already fully within their power. The existing governance structure was designed for this level of control; it seems more efficient to maximize the effectiveness of the existing governance structure through training than to create a new administrative tool that will greatly complicate the process, as well as create an additional administrative burden. It is unclear why a government that wants to reduce red tape and improve efficiencies is creating such a complicated and time consuming process for watershed management programs and services CA Boards deem necessary to provide.

NOTE: If Recommendation 2 is adopted then the administrative burden is reduced and this section could be retained to capture the rare circumstances when municipal levy is proposed to be used for “other programs and services”.

**Recommendation 5: THAT the Province continue to invest in the core mandatory programs and services to be delivered by conservation authorities and support CA eligibility for other provincial funding programs**

There are currently provincial transfer payments to all CAs for natural hazards (Ministry of Natural Resources and Forestry) and source water protection (Ministry of Environment, Conservation and Parks). The Province’s ‘Made-in-Ontario Environment Plan’ recognizes how issues such as climate change can impact and threaten Ontario’s economic prosperity and the well-being of its people; and states that addressing these challenges is a shared responsibility. However, the 2019 Ontario budget cut 50% of the natural hazards program funding to conservation authorities. This seems to be a contradiction to the Environment Plan commitments and is a concerning signal that the Province is on a path to reducing the remainder of its natural hazards financial support responsibilities to municipalities who, themselves, have also seen a reduction in their own provincial transfer payments as well as cuts to public health and other shared cross sector programs. This is unfair and the province is encouraged to continue its investment in these core mandatory programs and services.

Additionally, individual CAs are important on-the-ground delivery agents for numerous provincial programs through special contracts for example and it should be ensured that the eligibility of CAs for

these other provincial funding opportunities is not negatively affected and in fact, is improved. This would include provincial funding programs such as the Trillium Fund and the Canada-Ontario Agreement for Great Lakes Water Quality.

**Recommendation 6: THAT core mandatory programs may be applied to municipal levy or could utilize other sources of revenue.**

Given the instability of provincial transfer payments and additional pressures on municipal budgets from provincial cuts, the CA/municipal budget relationship should retain the CA Board's ability to charge and use fee revenues. It is our request that these core mandatory programs may be applied to municipal levy or could utilize other sources of revenue. For example, CAs want the option of using self-generated revenue to support conservation (owned) land management, in addition to, or rather than, municipal levy.

**Other Proposals – Appointment of an Investigator (proposed Section 23.1 (4 – 8)); Duty of Members (proposed Section 14.1)**

These proposals are supported. With regard to investigations, it is assumed that given the costs of an investigation are to be borne by the Authority that some measures would be established to determine the reasons why an investigation may be initiated and whether or not concerns can be first addressed through a Board process.

Any questions regarding this submission can be directed to Bonnie Fox (Manager of Policy and Planning) at [bfox@conservationontario.ca](mailto:bfox@conservationontario.ca) or 905-895-0716 ext 223.

**MEETING NO: #** 02 19 Finance & Audit Committee

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## MINUTES

A meeting of the Finance & Audit Committee was held on June 13, 2019 at 9:30 a.m. at Conservation Halton Administration Office, Burlington ON.

Present: Mike Cluett  
Moya Johnson  
Jim Sweetlove

Regrets: Rob Burton  
Joanne Di Maio  
Gerry Smallegange

Staff Present: Hassaan Basit, CAO/Secretary- Treasurer  
Marnie Piggot, Director of Finance,  
Melissa Silber, Manager, Accounting  
Niamh Buckley, Administrative Assistant

Jim Sweetlove assumed the Chair in the absence of Rob Burton.

### 1. Acceptance of Agenda as distributed

**FA 19 01** Moved by: Moya Johnson  
Seconded by: Mike Cluett

That the Finance & Audit Committee **accept the Agenda as distributed.**

*Carried*

### 2. Disclosure of Pecuniary Interest for the F & A Committee

There was no disclosure of Pecuniary Interest.

### 3. Consent Items

Roll Call & Mileage

Consent Items were adopted.

#### 4. Action Items

##### 4.1 2020 Preliminary Budget Report #: FA 02 19 01

**FA 19 02** Moved by: Moya Johnson  
Seconded by: Mike Cluett

That the Finance and Audit Committee **recommend to the Conservation Halton Board of Directors that the attached 2020 preliminary budget be approved for budget discussion purposes with funding watershed municipalities that include the Region of Halton, City of Hamilton, Region of Peel and Township of Puslinch.**

*Carried*

#### 5. Other Business

Finance & Audit Committee Terms of Reference

**FA 19 03** Moved by: Mike Cluett  
Seconded by: Moya Johnson

That the Finance & Audit Committee **receive for information the updated 2019 Terms of Reference for the F&A Committee.**

*Carried*

#### 6. Adjournment

**FA 19 04** Moved by: Mike Cluett

That the Finance and Audit Committee Meeting be adjourned at 10:01 a.m.

*Carried*

## **Finance and Audit Advisory Committee**

### **Purpose:**

The purpose of the Finance and Audit Advisory Committee is to advise the Conservation Halton Board of Directors on the appropriate policies in the areas of finance and financial management.

### **Mandate:**

The Finance and Audit Committee will operate in accordance with the approved Terms of Reference and provide recommendations to the Board of Directors of Conservation Halton.

1. To review the annual budget and long-term budget forecast for Conservation Halton.
2. To review, annual audited financial statements and auditors' report and make applicable recommendations to the Board of Directors of Conservation Halton.
3. To establish and regularly review guiding principles and policies related to budget, purchasing, other financial matters.
4. To fulfill any other duties as assigned by the Board of Directors of Conservation Halton.

### **Frequency of Meetings:**

The Committee will meet a minimum of 3 times annually:

- a) Mid April for the Audited Financial Statements
- b) June for the Preliminary Budget
- d) October for the Budget Approval to the Board

### **Staff Support:**

The Senior Director, Corporate and Strategic Initiatives and Director, Finance will act as the advisors and resource to the Committee, accountable for all records and documentation and ensuring consistency and compliance with Conservation Halton's policies and procedures.

### **Membership:**

5 members of the Board of Directors and the Chair of the Board as ex-officio.

**REPORT TO:** Board of Directors

**REPORT: #** 07 19 01

**FROM:** Janelle Weppler, Associate Director, Engineering

**DATE:** 27/06/2019

**SUBJECT:** Kelso Dam Update

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## MEMO

This briefing memo is in response to the following resolutions that were made during the Conservation Halton Board of Directors meeting on April 28, 2016:

- The Conservation Halton Board of Directors **direct staff to provide monthly updates as to the status of Kelso Dam, including water levels, plume sightings, project progress and any remedial actions being undertaken;** and
- The Conservation Halton Board of Directors **direct staff to work with the Ministry of Natural Resources and Forestry, Halton Region and Hatch to expedite, to the extent possible, the permanent remedial measures required to mitigate the dam breach risk at the Kelso Dam.**

### ***Kelso Reservoir Water Levels and Monitoring***

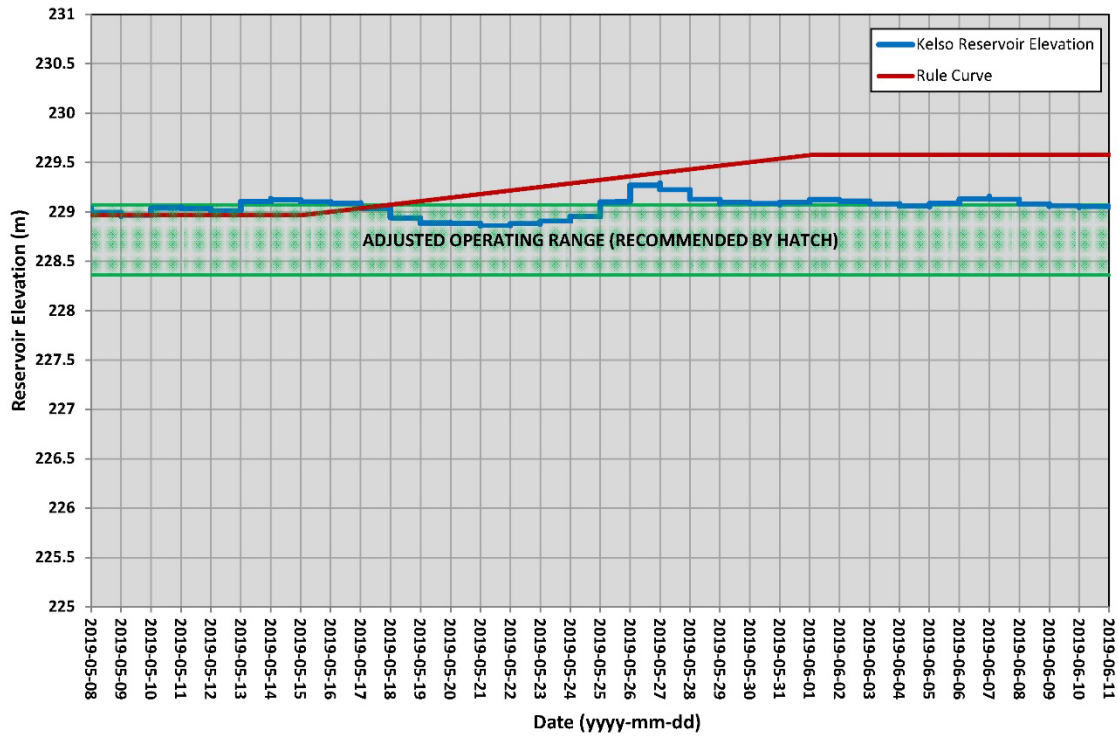
Conservation Halton staff are monitoring and recording the conditions at the Kelso dam as follows:

- Automated and continuous piezometer (groundwater) readings within the earthen embankment with automated alarming of programmed thresholds;
- Ongoing monitoring onsite on as-needed basis relative to reservoir elevation, as recommended by Hatch; and
- Review of photographic records of the identified boil area taken every 30 minutes throughout the day (visible during daylight hours) has been discontinued given that the boil location within the channel is now dry to accommodate construction.

No visible observation of sedimentation from the boil area (e.g., no plume sightings) was found within the channel since June 2015, up until dewatering to accommodate construction (late April 2019).

The following chart illustrates the recorded water levels within the Kelso reservoir relative to the water level operating range recommended by Hatch.

### Kelso Reservoir Elevation May 8, 2019 to June 11, 2019



### Recent Work & Next Steps

Phase 2 of construction at the Kelso Dam is underway and includes installation of environmental and dewatering controls, engineering mitigation measures and excavation. Phase 2 of construction is scheduled for completion by the end of 2019.

REPORT TO: Board of Directors

REPORT NO: CHBD 07 19 02

FROM: Barbara J. Veale, Director Planning & Regulations

DATE: June 27, 2019

SUBJECT: **Quarterly Permits & Letters of Permission issued under Ontario Regulation 162/06 April 1 to May 31, 2019**

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### Recommendation

THAT the Conservation Halton Board of Directors **receive for information the Permits and Letters of Permission issued by staff under Ontario Regulation 162/06 for the period of April 1, 2019 to May 31, 2019, as identified in the staff report dated June 27, 2019.**

### Report

Between April 1, 2019 to May 31, 2019, 52 Permits and 15 Letters of Permission were issued (see attached table). By comparison, during the same reporting period in 2018 we had issued 61 Permits and 9 Letters of Permission. All approvals were reviewed and approved in accordance with Board approved policies contained in *Policies and Guidelines for the Administration of Ontario Regulation 162/06 and Land Use Planning Policy Document April 27, 2006, revised November 26, 2015.*

### Impact on Strategic Goals

This report supports the Metamorphosis strategic theme of taking care of our growing communities. The theme is supported by the objective to remain dedicated to ecosystem-based watershed planning that contributes to the development of sustainable rural, urban and suburban communities.

### Financial Impact

CH staff work with permit applicants to address their needs while meeting Board approved policies for administering Ontario Regulation 162/06. Fees for permits are based on staff time and effort required to process different types of applications as approved by the Board.

Signed & respectfully submitted:

Approved for circulation:



Barbara J. Veale  
Director, Planning & Regulations



Hassaan Basit  
CAO/Secretary-Treasurer

**FOR QUESTIONS ON CONTENT:** Kellie McCormack, 905-336-1158 x 2228; [kmccormack@hrca.on.ca](mailto:kmccormack@hrca.on.ca)

CH File No.	Permit No.	Address	Proposed Works	Complete	Issued	CH Staff Member
<b>Burlington</b>						
A/19/B/27	7118	3215 Settlement Court	Proposed 2-level deck and hot tub within 7.5 metres of the floodplain of Sheldon Creek.	03/04/2019	03/04/2019	Cassandra Connolly
A/19/B/02	7121	4560 No. 4 Sideroad	Proposed construction of a new dwelling, detached garage, driveway extension and installation of a new sewage disposal system within the valley of Bronte Creek.	14/01/2019	17/04/2019	Cassandra Connolly
A/19/B/24	7122	2081 Grand Boulevard	Proposed grading and filling to replace an existing 232.2 m <sup>2</sup> asphalt basketball court within the valley and floodplain associated with Bronte Creek.	10/04/2019	17/04/2019	Ola Panczyk
A/19/B/31	7125	879 Shadeland Avenue	Proposed re-construction of side and rear decks with new decks and patio within the 7.5 metre allowance, no closer to the erosion hazard associated with West Aldershot Creek than existing.	10/04/2019	24/04/2019	Cassandra Connolly
A/19/B/32	7129	4106 Medland Drive	Proposed re-construction of a rear deck within the 7.5 metre allowance from the floodplain associated with Shoreacres Creek.	24/04/2019	26/04/2019	Cassandra Connolly
A/19/B/33	7130	3149 Velebit Park Boulevard	Proposed reconstruction of a deck, construction of a new patio and construction of a staircase/walkway within the 7.5 metre allowance from the floodplain associated with Sheldon Creek.	23/04/2019	26/04/2019	Cassandra Connolly
A/19/B/29	7132	798 Partridge Drive	Proposed construction of additions to the existing dwelling, a covered patio and storage shed and the reconstruction of an existing retaining wall within the 7.5 metre allowance associated with the valley of West Aldershot Creek, no closer than existing development on site.	10/04/2019	30/04/2019	Cassandra Connolly
S/19/B/02	7139	4078 Lakeshore Road	Proposed construction of a single dwelling including porches, patios, a swimming pool and landscaped areas within the erosion hazard of Lake Ontario, but beyond the required setbacks for habitable and non-habitable development.	02/04/2019	30/04/2019	Cassandra Connolly
S/19/B/04	7143	640 North Shore Boulevard East	Proposed construction of a new 2-storey dwelling within Conservation Halton's regulated area, and a rear deck and pool room that encroach within the erosion hazard of the Hamilton Harbour/Burlington Bay, as allowed under CH Policy	02/05/2019	07/05/2019	Cassandra Connolly
S/19/B/05	7146	115 - 710 Spring Gardens Road	Proposed reconstruction of a second storey deck on a property that contains a portion of the erosion hazard associated with Lake Ontario.	02/05/2019	06/05/2019	Cassandra Connolly
A/19/B/48	7148	0 Francis Road (Plains Rd to Cedar Ave.)	Proposed trail realignment, trail widening and minor grading works within the floodplain of Indian Creek associated with the City of Burlington's Francis Road Bikeway Enhancement Project.	03/05/2019	07/05/2019	Cassandra Connolly
A/19/B/50	7151	6255 Guelph Line	Proposed grading within 15 metres of top of bank associated with the valley of Bronte Creek following the demolition of a detached garage.	29/04/2019	14/05/2019	Ola Panczyk
A/19/B/47	7153	1137 No. 1 Sideroad	Three proposed integrity digs located within the floodplain and erosion hazards associated with a tributary of Grindstone Creek and within a wetland greater than 2 hectares in size.	13/05/2019	14/05/2019	Ola Panczyk
S/18/B/15	7154	0 Lakeshore Road (Paletta Park)	Proposed trail repairs and bridge replacement over Shoreacres Creek, as well as upgrades to protection works along the shoreline of Lake Ontario.	11/03/2019	15/05/2019	Charles Priddle
A/19/B/54	7156	2260 Heidi Avenue	Proposed replacement of a rear deck and the construction of a new roof extension covering the new deck/patio, to the existing dwelling within the 7.5 metre regulatory allowance and valley associated with Shoreacres Creek.	13/05/2019	16/05/2019	Cassandra Connolly

CH File No.	Permit No.	Address	Proposed Works	Complete	Issued	CH Staff Member
A/19/B/61	7157	249 North Shore Boulevard East	Proposed installation of a swimming pool and construction of a patio/deck and pavilion partially within the 7.5 metre regulatory allowance from the top of bank erosion hazard associated with the valley of West Aldershot Creek	15/05/2019	17/05/2019	Cassandra Connolly
A/17/B/115	7159	2203 Industrial Street	Proposed bank stabilization including grading of stream bank, replacement of wing-walls with armourstone and asphalt path realignment within Rambo Creek and associated Regulated Areas.	02/04/2019	17/05/2019	Cassandra Connolly
A/18/B/141	7163	3312 Milborough Line	Proposed installation of approximately 167m of NPS 1 <sup>1/4</sup> " natural gas pipeline adjacent to a Provincially Significant Wetland (PSW).	21/05/2019	22/05/2019	Ola Panczyk
A/19/B/62	7166	1254 Kilbride Street	Proposed installation of an above-ground swimming pool and associated deck and walkway within 15 metres of a wetland less than 2 hectares in size, but no closer than 7.5 metres to the wetland.	17/05/2019	22/05/2019	Ola Panczyk
A/19/B/63	7170	3008 Eva Drive	Proposed construction of an in-ground swimming pool and interlock walk-way, within the floodplain associated with Roseland Creek.	23/05/2019	27/05/2019	Cassandra Connolly
A/19/B/57	Letter of Permission	2630 Bluffs Way	Proposed septic tank replacement located between 30 and 120 metres of a Provincially Significant Wetland (PSW).	14/05/2019	14/05/2019	Cassandra Connolly

Halton Hills						
A/19/HH/05	7128	14681-D Fifth Sideroad	Proposed extension of an existing ditch to convey drainage flows away from a shared driveway access within 30 metres of a wetland less than 2 hectares in size.	17/04/2019	26/04/2019	Laura Head
A/19/HH/09	7160	9075 Eighth Line	Proposed septic tank replacement located within the floodplain and 15 metre regulatory allowance associated with Sixteen Mile Creek	17/05/2019	17/05/2019	Cassandra Connolly
A/19/HH/06	Letter of Permission	7147 Seventeenth Sideroad	Proposed installation of a new septic system located between 30 & 120 metres of a Provincially Significant Wetland (PSW), to service an existing detached garage.	23/04/2019	26/04/2019	Cassandra Connolly
A/18/HH/13	Letter of Permission	10600 Sixth Line	Proposed construction of a new detached garage and driveway extension located between 30 and 120 metres of a wetland greater than or equal to 2 hectares in size.	06/05/2019	06/05/2019	Cassandra Connolly
A/19/HH/08	Letter of Permission	12385 Steeles Avenue	Proposed installation of a 25mm pipe between 30 and 120 metres of a Provincially Significant Wetland (PSW) to connect the existing dwelling to municipal services.	14/05/2019	14/05/2019	Cassandra Connolly

Hamilton						
A/16/H/63	7119	986 Centre Road	Proposed installation of 3 equalization culverts adjacent to 986 Centre Road and 2 equalization culverts adjacent to 640 Sixth Concession Road East within the floodplain associated with Grindstone Creek.	02/04/2019	04/04/2019	Ben Davis
A/19/H/12	7124	392 Dundas Street	Proposed Stage 4 grading, installation of a bypass storm sewer within the proposed Mountainview Heights Phase 3 subdivision and installation of the west outlet of Pond 5 outletting to Wetland 3 and Falcon Creek.	08/04/2019	24/04/2019	Cassandra Connolly
A/19/H/09	Letter of Permission	1690 Centre Road	Proposed construction of a new dwelling, septic system, storage building and driveway partially located between 30 & 120 metres of a Provincially Significant Wetland (PSW).	05/04/2019	09/04/2019	Cassandra Connolly
A/19/H/13	Letter of Permission	1513 Centre Road	Proposed installation of an in-ground swimming pool and construction of a shed between 30 & 120 metres of a Provincially Significant Wetland (PSW).	17/04/2019	18/04/2019	Cassandra Connolly
A/19/H/14	Letter of Permission	381 Seventh Concession Road East	Proposed septic replacement between 30 and 120 metres of a Provincially Significant Wetland (PSW).	23/04/2019	24/04/2019	Cassandra Connolly

CH File No.	Permit No.	Address	Proposed Works	Complete	Issued	CH Staff Member
A/19/H/15	Letter of Permission	60 Chesswood Trail	Proposed construction of a garage/storage shed between 30 & 120 metres of a Provincially Significant Wetland.	24/04/2019	26/04/2019	Cassandra Connolly

Milton						
A/19/M/17	7117	4380 Henderson Road	Proposed integrity dig (Dig 103) on an existing NPS 12" pipeline - a portion of which is within 15 and 30 metres of a Provincially Significant Wetland (PSW).	28/03/2019	01/04/2019	Ben Davis
A/19/M/06	7123	0 Louis St. Laurent Avenue Dr to 180m E. of Fourth Line) (Yates	Proposed extension of an existing siphon which conveys a tributary of Sixteen Mile Creek (Omagh Tributary). The proposed works are required as a part of the Louis St Laurent Avenue road widening.	05/03/2019	17/04/2019	Ben Davis
A/19/M/06	7123	0 Louis St. Laurent Avenue Dr to 180m E. of Fourth Line) (Yates	Proposed extension of an existing siphon which conveys a tributary of Sixteen Mile Creek (Omagh Tributary). The proposed works are required as a part of the Louis St Laurent Avenue road widening.	10/04/2019	17/04/2019	Ben Davis
A/17/M/92	7126	0 Louis St. Laurent Avenue	Proposed site alteration including a temporary sediment control pond, with an outlet to tributary of Sixteen Mile Creek (1-NE-2A). The site is to be stripped of topsoil and graded to the proposed pre-grades for the proposed subdivision; stockpiling of fill material is also included. The proposed works will occur within the regulated area associated with Sixteen Mile Creek and a Provincially Significant Wetland (PSW).	04/09/2018	26/04/2019	Ben Davis
A/17/M/92	7126	0 Louis St. Laurent Avenue	Proposed site alteration including a temporary sediment control pond, with an outlet to tributary of Sixteen Mile Creek (1-NE-2A). The site is to be stripped of topsoil and graded to the proposed pre-grades for the proposed subdivision; stockpiling of fill material is also included. The proposed works will occur within the regulated area associated with Sixteen Mile Creek and a Provincially Significant Wetland (PSW).	31/01/2019	26/04/2019	Ben Davis
A/17/M/93	7127	0 Bronte Street Sideroad	Proposed site alteration including a temporary sediment control pond, with an outlet to tributary of Sixteen Mile Creek (1-NE-1B). The site is to be stripped of topsoil and graded to the proposed pre-grades for the proposed subdivision; stockpiling of fill material is also included. The proposed works will occur within the regulated area associated with Sixteen Mile Creek and wetland areas.	31/01/2019	26/04/2019	Ben Davis
A/19/M/28	7133	7056 Appleby Line	Proposed demolition of existing dwelling, construction of a new two-storey dwelling with walk-out basement and associated site alterations; decommissioning of existing sewage system and installation of a new sewage system all within 6 to 15 metres of the floodplain and meander belt associated with Bronte Creek.	23/04/2019	01/05/2019	Laura Schreiner
A/18/M/80	7134	1944 Thompson Road South	Proposed grading within the floodplain associated with Sixteen Mile Creek at the Mattamy Martin East Property. Grading is necessary to direct flow from Tributaries SE-2B and SE-2-D-2 to within the roadside ditch along Thompson Road.	23/04/2019	01/05/2019	Ben Davis
A/18/M/81	7135	1944 Thompson Road South	Proposed construction of a clean water diversion swale within the floodplain associated with a tributary of Sixteen Mile Creek (Tributary SE-2-B) at the Mattamy Martin East Property	23/04/2019	01/05/2019	Ben Davis
A/18/M/82	7136	1944 Thompson Road South	Proposed construction of a temporary sediment basin and outfall (Sediment Basin 1 & 2) within the floodplain associated with a tributary of Sixteen Mile Creek at the Mattamy Martin East Property.	23/04/2019	01/05/2019	Ben Davis
A/18/M/83	7137	1944 Thompson Road South	Proposed construction of a temporary sediment basin and outfall (Sediment Basin 3) within the floodplain associated with a tributary of Sixteen Mile Creek (Tributary SE-2-D-2) at the Mattamy Martin East property.	23/04/2019	01/05/2019	Ben Davis

CH File No.	Permit No.	Address	Proposed Works	Complete	Issued	CH Staff Member
A/19/M/21	7149	103 Victoria Street	Proposed construction of a new 3-bay detached garage and the expansion of the existing driveway between 6 and 15 metres of the stable top of bank associated with Sixteen Mile Creek.	07/05/2019	08/05/2019	Ben Davis
A/19/M/30	7152	0 Derry Road (James Snow Parkway to Fifth Line)	Proposed installation of 1239m of NPS 8" pipeline including a portion within the floodplain associated with Sixteen Mile Creek.	13/05/2019	14/05/2019	Ben Davis
A/19/M/46	7167	295 Main Street South (in front of)	Proposed installation of a temporary 24' x 24' stage within the floodplain associated with Sixteen Mile Creek.	23/05/2019	24/05/2019	Ben Davis
A/19/M/18	Letter of Permission	11100 First Line	Proposed installation of a new septic tank to be located between 30 and 120 metres of a Provincially Significant Wetland (PSW).	04/04/2019	05/04/2019	Ben Davis
A/19/M/19	Letter of Permission	2420 Conservation Road	Proposed construction of a 193m <sup>2</sup> accessory structure with lean to roof to be located between 30 & 120 metres of a Provincially Significant Wetland (PSW).	02/04/2019	15/04/2019	Emma DeFields
A/19/M/22	Letter of Permission	2038 Fifteenth Sideroad	Proposed construction of a 8m x 6m one-storey addition and a 12m x 8m garage addition to an existing dwelling located between 30 and 120 metres of a Provincially Significant Wetland (PSW).	23/04/2019	24/04/2019	Ben Davis
A/19/M/45	Letter of Permission	3232 Twentieth Sideroad	Proposed installation of a septic system replacement to be located between 30 & 120 metres of a Provincially Significant Wetland (PSW).	14/05/2019	16/05/2019	Ben Davis
A/19/M/09	**REVISED** Letter of Permission	3232 Twentieth Sideroad	REVISED - Proposed demolition of an existing dwelling and the reconstruction of a 2297 sq. ft. dwelling and attached garage to be located between 30 & 120 metres of a Provincially Significant Wetland (PSW).	17/04/2019	17/04/2019	Ben Davis

#### Mississauga

No permits issued during this time period

Oakville						
A/16/O/08	**REISSUED** 5594	1437 Dundas Street	**REISSUED** The proposed installation of a 750mm diameter sanitary sewer emergency headwall and outfall within the valley and floodplain associated with Joshua's Creek.	01/04/2019	01/05/2019	Matt Howatt
A/18/O/52	7131	1360 Acton Crescent	Proposed installation of in -ground swimming pool, patio and associated grading located within the floodplain and the 7.5 metre regulation limit associated with the floodplain and meander belt of Lower Wedgewood Creek.	01/04/2019	26/04/2019	Laura Head
A/19/O/23	7138	321 River Side Drive	Proposed construction of a partially covered wood deck within 15 metres of stable top of bank associated with Sixteen Mile Creek.	11/04/2019	30/04/2019	Laura Head
A/18/O/66	7140	0 Bronte Road (b/h 688 Bronte)	Proposed bank restoration and erosion protection works along the bank of Bronte Creek.	17/03/2019	02/05/2019	Laura Head
S/19/O/08	7141	26 Holyrood Avenue	Proposed construction of a new two storey dwelling located within the Regulated Area associated with the erosion hazard of Lake Ontario.	01/05/2019	02/05/2019	Laura Head
A/16/O/76	7144	0 Speers Road (front of 1407 Speers road)	Proposed road reconstruction and bridge expansion over Fourteen Mile Creek.	02/04/2019	06/05/2019	Laura Head
A/16/O/66	7145	0 Amber Crescent (beside 1357)	Proposed removal of the existing Amber Crescent culvert containing Lower Wedgewood Creek and the installation of a new larger open span culvert.	15/04/2019	07/05/2019	Laura Head
A/19/O/24	7158	1401 Bronte Road	Proposed installation of a watermain crossing two tributaries of Fourteen Mile Creek.	25/04/2019	17/05/2019	Laura Head
S/19/O/03	7161	2072 & 2074 Lakeshore Road	Proposed construction of a two-storey dwelling which is beyond the erosion hazard of Lake Ontario, but partially within the regulated area associated with that hazard.	31/01/2019	17/05/2019	Laura Head

CH File No.	Permit No.	Address	Proposed Works	Complete	Issued	CH Staff Member
A/19/O/05	7164	4269 Regional Road 25	Proposed addition to existing building, construction of an alternate connection between existing building and fire storage tank, and rehabilitation of disturbed area all within 30 to 120 metres of a Provincially Significant Wetland (PSW).	25/04/2019	22/05/2019	Laura Schreiner
A/19/O/30	7165	870 & 880 Esquesing Court	Proposed construction of retaining walls at the existing loading docks within the Floodplain of Taplow Creek.	08/05/2019	22/05/2019	Laura Head
A/17/O/60	7169	1372 Acton Crescent	Proposed construction of a new two-storey dwelling within 7.5 metres of the floodplain associated with Lower Wedgewood Creek and a minor cut and fill within the floodplain of Lower Wedgewood Creek.	09/05/2019	27/05/2019	Laura Head
A/19/O/28	7171	421 Chartwell Road	Proposed construction of a new 2-storey single family dwelling outside the regulated area and construction of the associated decks and pool within 7.5 metres of the flooding and erosion hazards associated with Lower Morrison Creek.	17/05/2019	27/05/2019	Laura Head

Puslinch						
A/19/P/02	7120	7 Church Street (within ROW adj.)	Proposed tracer wire repair requiring excavation and restoration within the regulated area associated with a tributary of Bronte Creek and within 30 to 120 metres of a Provincially Significant Wetland (PSW).	13/03/2019	09/04/2019	Cassandra Connolly
A/19/P/03	Letter of Permission	30 Queen Street	Proposed construction of a storage shed located between 30 and 120 metres of a Provincially Significant Wetland (PSW).	02/04/2019	03/04/2019	Cassandra Connolly
A/19/P/04	Letter of Permission	1183 Regional Road 97	Proposed construction of a new two storey addition with wrap-around deck to an existing dwelling located between 30 and 120 metres of a Provincially Significant Wetland (PSW).	03/05/2019	06/05/2019	Cassandra Connolly

**REPORT TO:** Board of Directors

**REPORT NO:** CHBD 07 19 03

**FROM:** Barbara J. Veale, Director, Planning and Watershed Management

**DATE:** June 27, 2019

**SUBJECT:** **CN Milton Logistics Hub Project**  
**CH File No.: MPR 208**

## Recommendation

THAT the Conservation Halton Board of Directors **receives for information the Staff report entitled CN Milton Logistics Hub Project.**

## Report

The Canadian National Railway Company (“CN”) is proposing a logistics hub (the Project) on approximately 400 acres (160 ha) of land east of Tremaine Road, between Britannia Road and Lower Base Line, in the Town of Milton (Figure 1). The Project includes the doubling of the existing mainline, over 20 km of new rail yard track, truck cargo loading and unloading facilities and is expected to generate up to 1,600 truck trips per day.

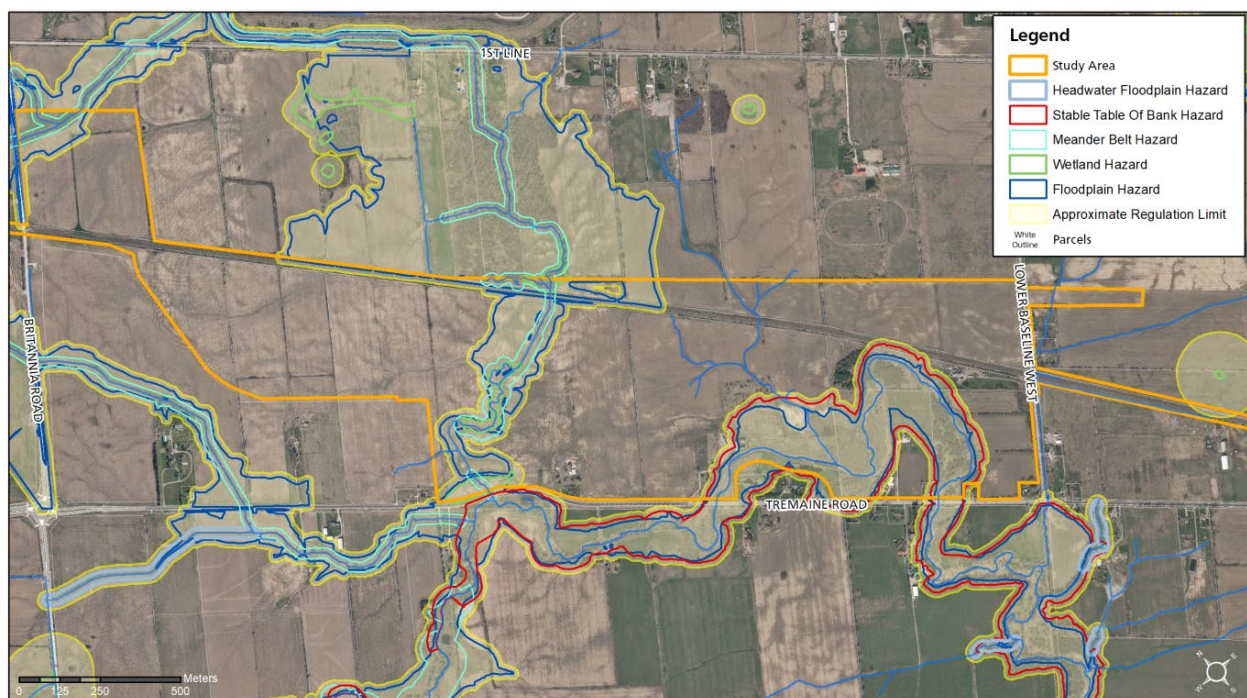


Figure 1: Location of proposed CN Milton Logistics Hub

In 2015, CN submitted a description of the Project to the Canadian Environmental Assessment Agency (CEAA). At that time, it was determined that the Project would be subject to a federal environmental assessment process under the *Environmental Assessment Act, 2012*. In December of 2016, after public consultation, the federal government announced the establishment of a joint three-member panel to review the proposed Project.

On December 20, 2016, the review panel invited public comment on the sufficiency of the Environmental Impact Statement (EIS) submitted by CN. In this regard, Conservation Halton (CH) provided written comments on March 13, 2017. These comments identified insufficiencies with the determination of natural hazards; improper characterization of natural features; a deficiency of information regarding mitigation measures; and, an overall lack of study to determine environmental impacts at a watershed scale.

A letter was received from the review panel on January 6, 2017, requesting CH to share knowledge and expertise with the review panel to assist in their deliberations. Information was requested regarding:

- the details of the legislative, policy or other directives under the responsibility of the municipalities that may relate to the Project or the environmental assessment;
- a description of the interest or expertise of the municipalities as it relates to the Project or the environmental assessment; and
- the details of when and how Conservation Halton interacts with municipalities and other organizations in the course of fulfilling its legislative, policy or other directives as mentioned above.

On March 1, 2017, the Director, Planning and Watershed Management, Coordinator of Environmental Planning, and legal counsel Peter Pickfield from Garrod Pickfield LLP, made an oral presentation to the review panel. The presentation focused on CH's mandate as it relates to the Project and highlighted CH's relevant technical expertise.

Between April 2017 and September 2018, the review panel asked CN to provide more information in subject areas where their EIS submission was deemed insufficient. In total, the review panel made eight additional information requests to CN. Several of these requests pertained to insufficiencies identified in CH's March 13, 2017 letter. CN provided responses to these requests between 2017 and 2019. CH provided written comments to the review panel on the sufficiency of the information contained in CN's supplementary information submissions on July 16, 2018, July 30, 2018, and April 9, 2019.

On April 15, 2019 the review panel determined that the EIS and other supporting materials (e.g., information request responses) were sufficient to begin the hearing process. On April 25, 2019 Draft Hearing Procedures were released and subsequently finalized on May 6, 2019. These procedures established requirements for participation in the hearing process and divided the hearing into three parts: general sessions, technical sessions and a closing remarks session.

On May 28, 2019, CH provided a written submission to the review panel. The submission emphasized that in CH's opinion, the Project as currently proposed, could cause significant adverse environmental impacts. Staff also stated that without further investigative and technical study, the proposed Project should not be approved because CN had not demonstrated how all of the potential environmental impacts and risks associated with natural hazards, watercourses and wetlands, and the Indian Creek watershed would be appropriately identified, avoided and mitigated. CH's submission included

recommendations for further work which should be carried out prior to consideration of the Project moving forward.

To support the written submission, CH staff and legal counsel will be making a presentation at the general session on June 20, 2019. CH staff will also be making three technical presentations on: Hydrology and Water Quality including natural hazards (June, 2019); fish and fish habitat (June 28, 2019); and terrestrial environment (June 28, 2019). CH staff and legal counsel may also be making a presentation during the closing remarks session on July 17, 2019.

Upon completion of the hearing, CH staff will provide another update to the CH Board on this matter.

### Impact on Strategic Goals

This report supports the Metamorphosis strategic themes of “Taking care of our growing communities” and “Protecting our natural, cultural, and scenic assets”. Through Conservation Halton’s participation in this ongoing hearing we aim to ensure that this development is not being placed at risk to or aggravating natural hazards and that impacts to the natural environment are avoided, minimized and mitigated.

### Financial Impact

CH’s involvement in this hearing process requires substantial staff time and legal costs. A modest stipend has been provided by CEEA to cover some of these costs. Efforts have also been made scope staff and legal counsel involvement to reduce costs.

Signed & respectfully submitted:



Barbara J. Veale  
Director, Planning and Watershed Management

Approved for circulation:



Hassaan Basit  
CAO/Secretary-Treasurer

**FOR QUESTIONS ON CONTENT:** Jonathan Pounder, 905-336-1158 x. 2235; [jpounder@hrca.on.ca](mailto:jpounder@hrca.on.ca)

**REPORT TO:** Board of Directors

**REPORT NO: #** CHBD 07 19 04

**FROM:** Janelle Weppner, Associate Director, Engineering  
Barbara J. Veale, Director, Planning and Watershed Management

**DATE:** June 27, 2019

**SUBJECT:** **Grindstone Creek Flood Risk Mapping Update**

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### Recommendation

THAT the Conservation Halton Board of Directors **receives for information the Staff report Grindstone Creek Flood Risk Mapping Update.**

### Report

This report is an update to the presentation and report CHBD 04 19 06 “Floodplain Mapping Program Update” received for information by the Conservation Halton Board of Directors on March 21, 2019.

Most of Conservation Halton’s Floodplain Mapping was developed as part of the federal Flood Damage Reduction Program (FDRP) during the 1980’s. Updated and accurate floodplain mapping is an important tool for Conservation Halton and partnering municipalities as it supports flood forecasting and warning, emergency planning and response, prioritization and planning for flood mitigation works, and land use planning & approvals. Floodplain mapping also helps to mitigate the financial costs associated with flooding damages.

Conservation Halton’s Floodplain Mapping Program commenced with the update of modeling and mapping for the Grindstone Creek watershed. Conservation Halton retained Matrix Solutions Inc. (Matrix) in August 2018 to update the Flood Hazard mapping and supporting models based on the newly acquired LiDAR data. A Public Information Centre (PIC) was held November 8, 2018 to introduce the Grindstone Creek study and to solicit local information on past flooding events that may help to ‘field truth’ (calibrate and validate) models and mapping.

The timeline (Figure 1) for this study initially presented at the March Board Meeting indicates that Conservation Halton plans to share the draft Floodplain Mapping Results with the public at a second PIC in late August to early September of 2019. This PIC will be advertised in local papers, and Conservation Halton’s website and social media feeds, with invitations sent directly to identified stakeholder groups, and members of the public who have requested to join the project mailing list. The PIC will be staffed by members of Conservation Halton’s Engineering and Planning & Watershed Management teams, the Matrix, and members of the Technical Advisory Committee (staff from the City of Burlington, City of Hamilton, and Region of Halton). Subsequent to this PIC, the draft mapping will be finalized and brought to the Board for approval and subsequent regulatory application.

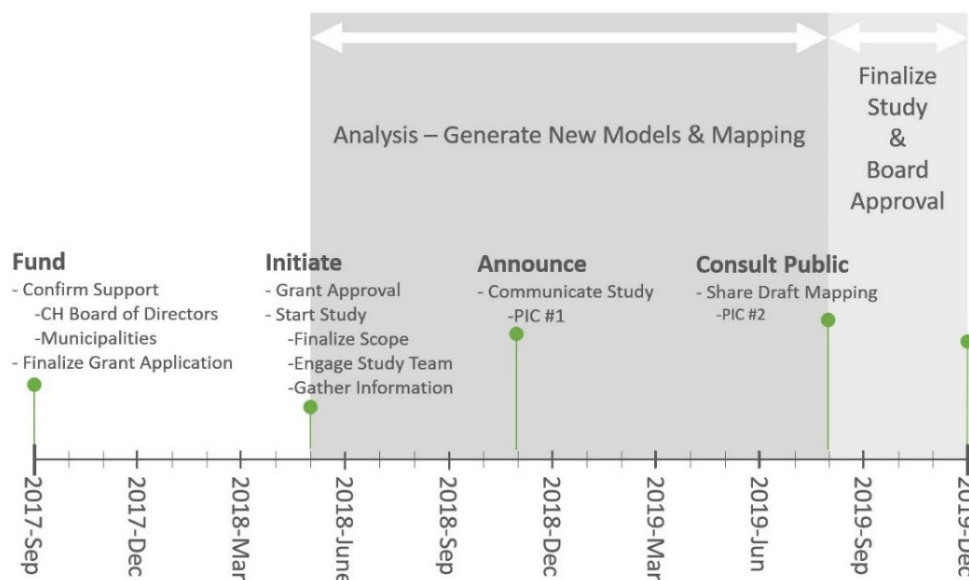


Figure 1 - Grindstone Creek Study Timeline

### Impact on Strategic Goals

This report supports the Metamorphosis strategic theme of Taking care of our growing communities. Conservation Halton's Floodplain Mapping program supports the Strategic Plan key objective to *enhance public safety through the modernization of flood management operations to protect communities from severe weather and natural hazards*. This program supports Conservation Halton's commitment to working with municipal partners to prevent the loss of life and property due to flooding.

### Financial Impact

The budget for this project was approved by the Board of Directors in the 2018 budget, up to \$466,626 (including \$233,313 municipal funding, with matching funding through the National Disaster Mitigation Program). There is no financial impact to this report.

Signed & respectfully submitted:



Janelle Weppler P.Eng.  
Associate Director, Engineering



Barbara J. Veale  
Director, Planning & Watershed Management

Approved for circulation:



Hassaan Basit  
CAO/Secretary-Treasurer

**FOR QUESTIONS ON CONTENT:**

Amy Mayes P.Eng., Coordinator, Floodplain Mapping  
[amayes@hrca.on.ca](mailto:amayes@hrca.on.ca) 905-336-1158 x2302

**REPORT TO:** Board of Directors

**REPORT NO: #** 07 19 05

**FROM:** Marnie Piggot, Director Finance  
905-336-1158, ext. 2240; [mpiggot@hrca.on.ca](mailto:mpiggot@hrca.on.ca)

**DATE:** June 27, 2019

**SUBJECT:** 2020 Preliminary Budget

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### Recommendation

That the Conservation Halton Board of Directors approve **the attached 2020 preliminary budget for budget discussion purposes with funding watershed municipalities that include the Region of Halton, City of Hamilton, Region of Peel and Township of Puslinch.**

### Executive Summary

The Finance & Audit Committee recommended at their June 13 meeting that the 2020 preliminary budget be forwarded to the Conservation Halton Board of Directors for approval for budget discussion purposes with the Conservation Halton's four funding municipalities. Conservation Halton staff have prepared the 2020 preliminary budget for review by the Finance & Audit Committee and the Conservation Halton Board of Directors prior to budget submissions and staff meetings with the Regions of Halton and Peel. Meetings with Regional staff usually occur between July and September.

The 2020 Budget & Business Plan book will be developed for the final 2020 budget review and approval in October by the Finance & Audit Committee and the Board of Directors in November. There is the potential for further changes to the 2020 budget with the current provincial reviews that are underway. Attachments to this report include the 2020 preliminary budget summary, ten year forecasts and reserve continuity schedule.

The 2020 preliminary budget of \$37.6 million will allow Conservation Halton to continue to provide its core programs and services and includes a \$30.2 million operating budget and \$7.4 million capital budget. Municipal funding included in the 2020 preliminary budget totals \$10.5 million.

While the overall increase in municipal funding is 5.2% staff have limited the increase to operating funding to 2.6% including the State of Good Repair Levy.

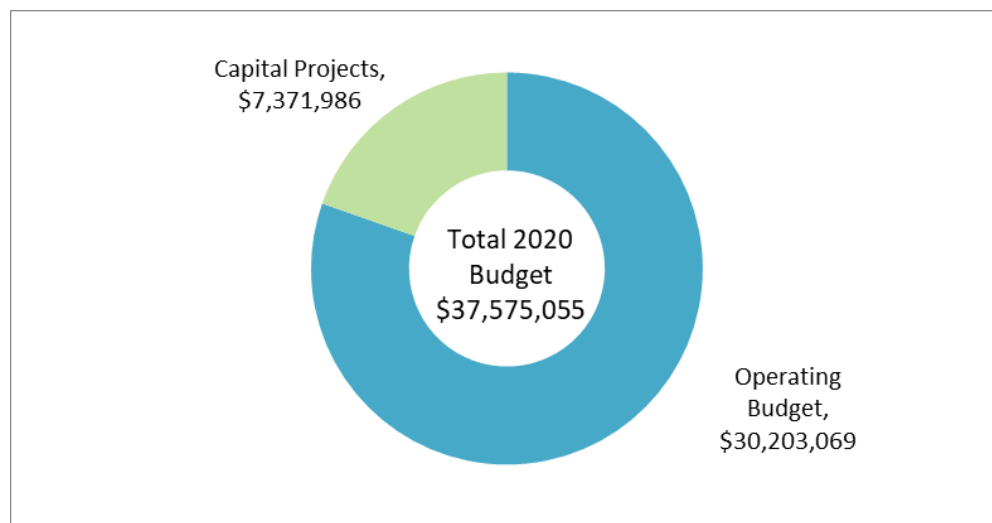
Funding cuts in the 2020 preliminary budget at the moment stand at \$467,000 consisting of:

- \$145,000 in provincial transfer payments designated primarily for flood prevention operations
- \$30,000 estimated provincial funding cut net impact to the tree planting program
- \$50,000 in provincial funding eliminated for the Hamilton Harbour Remedial Action Plan (HHRAP)
- \$242,000 in National Disaster Mitigation Program (NDMP) federal funding discontinued for the multi-year Flood Plain Mapping capital project.

The cumulative impact of the funding cuts of \$467,000 is 4.6%. Staff have been able to limit the overall impact of those cuts on municipal funding to 5.2%. The cuts have been absorbed through operational efficiencies achieved including a net reduction of 4.1 total full time equivalent staff positions that are currently vacant or staff program reallocations and other expense reductions.

One of the key service targets in Conservation Halton's Strategic Plan is to limit operating and capital municipal funding increases to regional budget guidelines to maintain service levels with inflation and growth. Halton Region staff typically provide their Budget Directions report to Council in July including the guideline for boards and agencies. The Halton Region guideline provided for the 2019 budget was 3.5% based on 2% inflation and 1.5% assessment growth. The Region of Peel has established a guideline of 3.4% for 2020.

The 2020 preliminary budget is comprised of:



	Budget 2020	Budget 2019	\$ Increase (Decrease)	% Increase
<b>Total Municipal Funding:</b>				
Operating	\$ 9,130,512	\$ 8,916,785	\$ 213,727	2.4%
Capital	929,000	647,013	281,987	43.6%
	10,059,512	9,563,798	495,714	
State of Good Repair (SOGR) Levy - Dams & Channels; Buildings	439,200	414,200	25,000	6.0%
<b>Municipal Funding</b>	<b>\$ 10,498,712</b>	<b>\$ 9,977,998</b>	<b>\$ 520,714</b>	<b>5.2%</b>

The operating and capital ten year forecast has been prepared with municipal funding increases ranging from 3% to 4.5% annually including the phase in of the State of Good Repair Levy consistent with the 2019 budget forecast.

## Report

Conservation Halton has established two primary budget categories in its Budget Principles, Watershed Management and Support Services (WMSS) and the Conservation Areas, based on the funding sources for these programs. The WMSS program receives funding from municipal funding whereas the Conservation Areas are self sufficient in funding sources through program fees charged to park visitors. Annual Park operating surpluses are transferred to the Conservation Area capital reserve to fund park capital project expenditures. The parks do not receive municipal funding for the recreation programs provided with the exception of education programs.

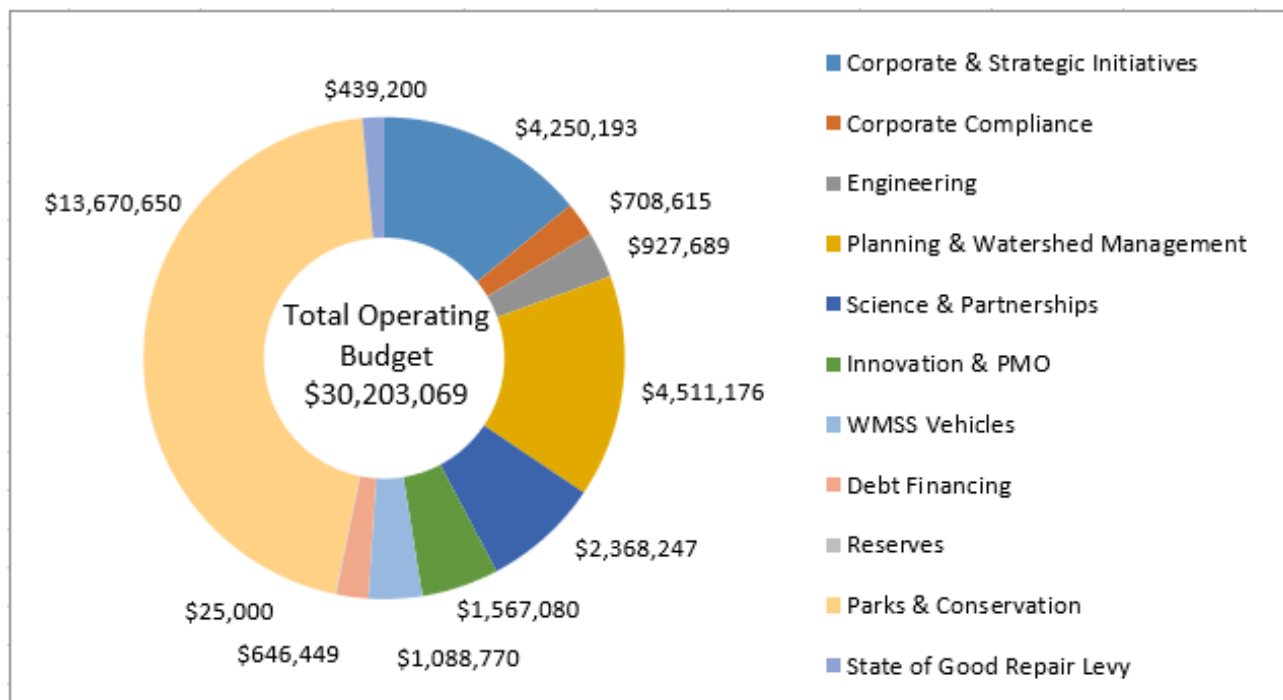
For comparison purposes, the 2019 budget has been restated based on the current organization structure.

### **Assumptions Used in Preparing the 2020 Preliminary Operating Budget**

- Inflation has been assumed at 1.75% to 2%. The Bank of Canada expects inflation to average 2% in 2020 and the Royal Bank of Canada Forecast for inflation in 2019 is 1.8%. According to Statistics Canada, the Consumer Price Index as of April 2019 for Ontario is at 2%.
- Staff salary bands for 2020 are proposed to increase by 1.75%. Salaries are based on 91% and 94% of the top of the salary band for Conservation Areas and Watershed Management and Support Services (WMSS) staff respectively. These percentages are consistent with the 2019 Budget and represent the proportion of actual salaries to the top of the band. The staff salary bands take into account the compensation review completed in March.

### **2020 Preliminary Operating Budget**

The operating budget of \$30.2 million provides for an investment of \$16.5 million in Watershed Management and Support Services programs and an investment of \$13.7 million into the Conservation Areas. The following chart shows the distribution of the operating budget by department.



Although the 2020 preliminary budget expenditures are increasing by 3.5% over the 2019 budget, staff have been proactive in achieving operational efficiencies through reductions in expenses and other sources of funding so that the overall increase in municipal funding is minimized to 2.4% for operating 2.6% including the State of Good Repair Levy.

### Investing in Watershed Management & Support Services

The WMSS 2020 preliminary operating budget expenses have increased by \$148,943 over the 2019 operating budget, including the State of Good Repair Levy. This increase is partially funded by program revenue, grants, reserves and chargebacks. Municipal operating funding for WMSS programs is proposed to increase by \$213,727 for programs and services and by \$25,000 to fund an increase to the State of Good Repair Levy for Buildings.

Major drivers of the WMSS operating budget increase include:

WMSS staff salaries and benefits		\$532,854
Decrease in 3.6 FTE staff positions		(221,839)
Decrease in materials and supplies		(211,993)
Increase in purchased services – IT & partnership projects		96,938
Transfer to Stewardship and Restoration Reserve		11,388
Other decreases in expenses		(8,215)
Municipal Debt Financing Charges decrease		(50,190)
Transfer to Vehicle & Equipment Reserve		(25,000)
State of Good Repair Levy		25,000
Total increase in 2020 preliminary WMSS operating budget		\$148,943

Proposed enhancements in Information Technology purchased services of almost \$33,000 will continue to facilitate the digital transformation process. The increase in IT expenses is also related to the centralizing of the IT budget under this department rather than expenses allocated through various departments.

Municipal debt financing charges will decrease in 2020 by (\$70,190) based on the amount included in the 2019 budget forecast provided by Halton Region Staff. The amount is offset by an increase of \$20,000 in debt charges for the Hamilton Community Foundation loan related to Cootes to Escarpment EcoPark land acquisition in December 2015 and principal payments starting in 2019. The loan with the Hamilton Foundation matures in December 2020 and it has been assumed for budget purposes this loan will be renewed at that time.

### Investing in our Parks

The Conservation Areas 2020 operating budget provides for an investment of \$13,67,650 into the Conservation Areas.

Operating expenses have increased in the Conservation Areas 2020 operating budget by \$871,000. The increase in expenses is funded entirely by increased program revenue.

Increases in expenses of almost \$497,000 are largely related to staffing. Two full time positions included in the 2019 budget that are currently vacant are being offset with the reallocation of staff positions from the WMSS budget. The budget also includes increased part time staffing and increased costs partly due to the 22% minimum wage increase that occurred January 2018.

The Conservation Areas operating budget includes enhancements to the Visitor Impact Monitoring and Management program that is identified as a Strategic Plan initiative for 2020.

The chargeback to the Conservation Areas for support services has increased slightly in the 2020 operating budget by \$2,800 to \$1,040,900. The increase is the net impact of the third year of a phased increase to the park's chargeback offset by a reduction for WMSS positions not being replaced in 2020 that were included in the 2019 Budget.

Program and other funding revenue have increased by \$871,000 to \$13,430,650 from the 2019 Budget amount of \$12,559,650. Program revenue increases include adjustments based on the three-year average of historical actual amounts, new program offerings and proposed 2020 fee increases. The

proposed increases assume average fee increases of 2 to 5% and continuing to transition to full cost recovery that was included in the Rates & Fees reports provided by Watson & Associates in February 2019.

## Staff Complement Changes

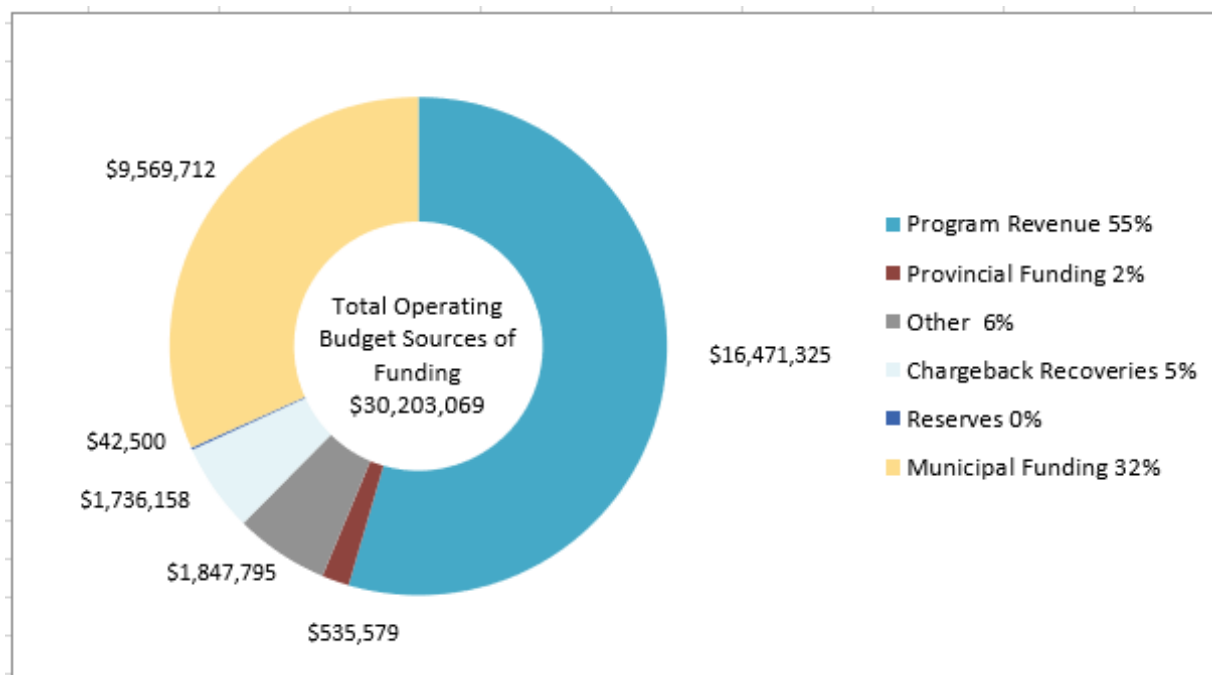
The 2020 operating budget provides for a net decrease of 4.1 full time equivalent (FTE) positions made up of 3.6 FTE in Watershed Management and Support Services and 0.5 FTE in the Conservation Areas. A summary of the changes is provided below.

Staffing Overview Summary					
	2019 Approved FTE	2020 Service Adjustment	2020 Reallocation of Staff	2020 Total FTE	Net Change 2020 vs 2019
<b>Watershed Management &amp; Support Services (WMSS)</b>					
Full-time	106.0	-1.6	-2.0	102.4	-3.6
Part-time/Contract	7.6	0.0	0.0	7.6	0.0
<b>Total WMSS</b>	<b>113.6</b>	<b>-1.6</b>	<b>-2.0</b>	<b>110.0</b>	<b>-3.6</b>
<b>Conservation Areas</b>					
Full-time	38.7	-2.0	2.0	38.7	0.0
Part-time/Contract	97.0	-0.5	0.0	96.5	-0.5
<b>Total Conservation Areas</b>	<b>135.7</b>	<b>-2.5</b>	<b>2.0</b>	<b>135.2</b>	<b>-0.5</b>
<b>Total Full-time</b>	<b>144.7</b>	<b>-3.6</b>	<b>0.0</b>	<b>141.1</b>	<b>-3.6</b>
<b>Total Part-time/Contract</b>	<b>104.6</b>	<b>-0.5</b>	<b>0.0</b>	<b>104.1</b>	<b>-0.5</b>
<b>Total Staff FTE's</b>	<b>249.3</b>	<b>-4.1</b>	<b>0.0</b>	<b>245.2</b>	<b>-4.1</b>

## Sources of Budget Funding

Conservation Halton is proactive at generating funding through sources, such as self-generated revenues, to mitigate the financial impact to our funding municipalities. The 2020 operating budget funding sources are consistent with prior years with the majority of funding being derived from self-generated revenues and only one-third of the budget funded by the municipal operating funding of \$9.6 million.

Program revenue included in the operating budget has been assumed to increase based on inflationary increases, growth and some increases identified in the Watson Rates & Fees report to transition to full cost recovery.



### Apportionment of Municipal Funding

Municipal funding for operating, capital and State of Good Repair levy totals \$10,498,711. Municipal funding is apportioned to the Region of Halton, City of Hamilton, Region of Peel and Township of Puslinch according to the area and proportional current value assessment (CVA) of the municipality falling within the Conservation Halton watershed.

Updated current value assessment data will be received from the Province in early September. For purposes of allocating the 2020 preliminary budget, the 2019 municipal apportionment percentages have been used in the 2020 preliminary budget summary as follows:

Municipality:	Apportionment % 2020	Municipal Funding 2020	Apportionment % 2019	Municipal Funding 2019	% Increase
Region of Halton	87.6577%	9,202,929	87.6577%	8,746,484	5.2%
Region of Peel	4.8745%	511,760	4.8745%	486,378	5.2%
City of Hamilton	7.2456%	760,695	7.2456%	722,966	5.2%
Township of Puslinch	0.2222%	23,327	0.2222%	22,170	5.2%
	<b>100.0000%</b>	<b>10,498,711</b>	<b>100.0000%</b>	<b>9,977,998</b>	

### State of Good Repair Levy

Conservation Halton owns a variety of assets with a net book value at December 31, 2018 of \$66.1 million based on historical costs. The largest asset owned is land at \$35.5 million and 54% of the total net book value. After land, infrastructure that includes dams and channels, buildings and machinery & equipment account for \$27.2 million of the net book value or 41%.

An Asset Management Plan (AMP) for Dams and Channels was completed in 2017. An Asset Management Plan for Buildings is expected to be completed in 2019, and a plan for the balance of assets planned for 2020 to complete the comprehensive AMP.

The Dams and Channels AMP identified a total annual investment of \$1.5 million to maintain these assets in a state of good repair with 50% proposed to be municipally funded. The State of Good Repair Levy for dams and channels was first implemented in the 2018 budget and is included in the forecast as being fully phased in by 2026.

Included in the operating budget is a request for a State of Good Repair (SOGR) Levy of \$439,200, an increase of \$25,000 over the 2019 amount of \$414,200. The 2020 State of Good Repair Levy consists of \$339,200 for dams and channels assets that is the same as the 2019 amount and \$100,000 for buildings and facility assets, an increase of \$25,000. The Building SOGR levy for 2019 was based on facility condition assessments completed by a consultant in late 2018 and has been increased due to estimated required capital work. The State of Good Repair Levy will be transferred to the Watershed Management Capital and Building Reserve to fund 2020 and future capital works.

### **Debt Financing and Debt Capacity**

Municipal debt financing included in the 2020 preliminary budget of \$176,430 is related to 50% of the Scotch Block dam and channel capital projects that were established in the 2019 budget forecast to be debt financed as the Watershed Management Capital reserve balance is not sufficient to fund the municipal portion of these projects. The reserve is funded by the State of Good Repair Levy of \$339,200 for 2020 that is being phased in to an estimated amount required of \$750,000.

The Debt Financing Charges included in the 2020 preliminary operating budget of \$646,449 includes \$596,449 municipal debt financing charges and \$50,000 for estimated principal and interest payments on the land acquisition loan with the Hamilton Community Foundation.

Municipal debt financing charges are based on the amount included in the 2019 budget forecast for 2020 that was provided by Halton Region staff. Debt financing charges included in the budget and forecast will be updated by Halton Region staff after the preliminary budget amounts are submitted in July. Debt financing charges are calculated based on Halton Region's actual investment earning rate estimated at 3.2% for 2019, with repayment over thirty years for the Kelso Dam Capital Project debt financing and twenty years for other projects. Projects that have been debt financed include significant dams and channels capital projects and the Administration Office major renovations.

The total long-term debt balance is currently \$4,828,211. This amount includes 50% Kelso Dam capital project financing for costs incurred to March 31, 2019. Combining this amount with the remaining municipal debt financing amount approved for the Kelso Dam rehabilitation capital project, long term debt is expected to increase to \$7,203,500 by the end of 2019. The increase in debt charges related to the Kelso Dam debt financing was included in the 2019 budget and 2020 forecast so that the increased long-term debt should not impact the debt capacity ratio estimated for 2020 of 4.8% based on estimated own source revenues excluding Conservation Areas program revenue. Under Ontario Regulation 403/02, municipalities are permitted to borrow up to 25% of own source revenues and Conservation Halton has approved a debt capacity ratio of 10% in its Budget Principles.

### **Reserve Funding**

The reserve funding transfer to the Vehicle and Equipment Reserve funding of \$25,000 has been eliminated in the 2020 preliminary budget from the 2019 budget amount of \$25,000. The annual reserve contribution is based on the planned ten-year average of the WMSS vehicle and equipment replacements. With the reduction in vehicle replacements and vehicle fleet in recent years the Vehicle and Equipment Reserve balance has grown in excess of current needs. Vehicle replacements and reserve funding have been reassessed in the budget and forecast to bring this Reserve balance to a more appropriate level.

A transfer of \$25,000 to the Land Securement Reserve is proposed in the 2020 budget. The transfer will help to ensure funds are available to respond to opportunities that meet the guidelines established in the Land Securement Strategy approved in 2018.

The reserve summary below lists the projected reserve balances at December 31, 2020 and the proposed transfers to and from reserves in the 2019 budget. A reserve continuity schedule with reserve balances to 2029 is also provided in the attachments.

Name of Reserve	Reserves Projected Balance Dec. 31, 2019	Contribution from Municipal Funding	Contribution from Surplus	State of Good Repair Levy	Contribution to Capital Projects	Contribution to Operating Expenses	Reserves Projected Balance Dec. 31, 2020
<b>Watershed Management &amp; Support Services</b>							
Vehicle & Equipment	954,010				(194,339)		759,671
Building	307,308			100,000	(352,000)		55,308
Watershed Management Capital - Municipal Funds and Self Generated Funds	891,237			339,200	(479,756)		750,681
Watershed Management & Support Services Stabilization	674,413						674,413
Capital Projects - Debt Financing Charges	335,081						335,081
Legal - Planning & Watershed Management	258,891						258,891
Legal - Corporate	200,000						200,000
Water Festival	166,791				(15,000)	(15,000)	136,791
Land Securement	34,036	25,000					59,036
Property Management	95,040						95,040
Stewardship and Restoration	388,060				(32,000)	(27,500)	328,560
<b>Conservation Areas</b>							
Capital	1,917,645		941,396		(720,556)		2,138,485
Stabilization	936,568						936,568
<b>Total Reserves</b>	<b>7,159,079</b>	<b>25,000</b>	<b>941,396</b>	<b>439,200</b>	<b>(1,793,651)</b>	<b>(42,500)</b>	<b>6,728,524</b>

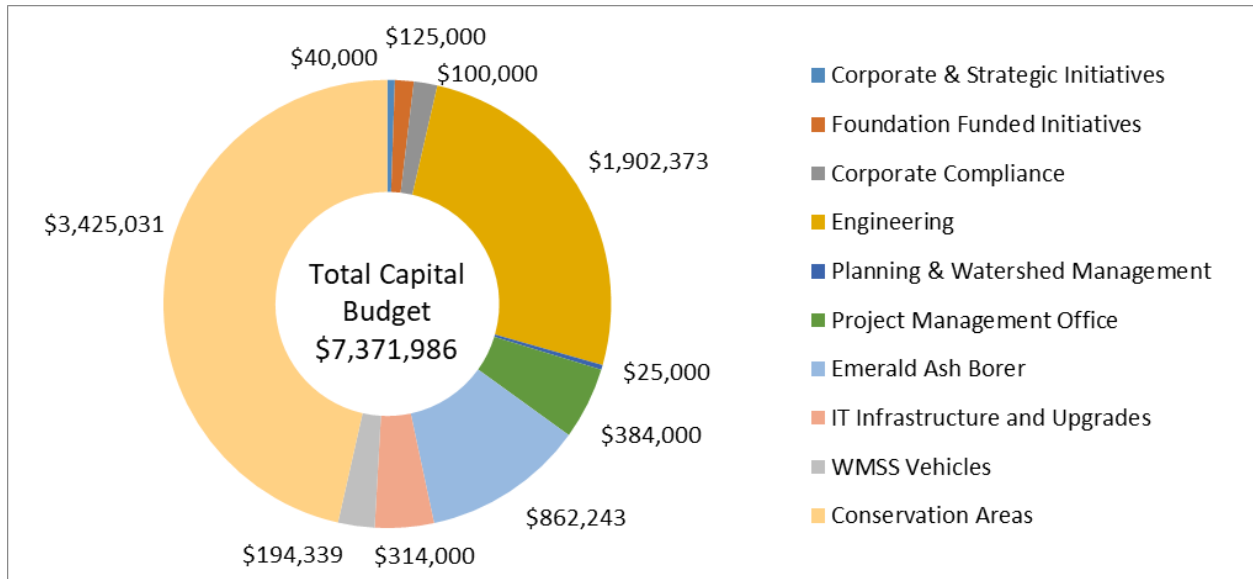
## 2020 Capital Budget Summary

The 2020 preliminary capital budget represents an investment of almost \$7.4 million into infrastructure and studies to provide programs and services in the watershed of \$3.95 million and conservation areas of \$3.4 million.

The capital budget provides funding for projects such as the rehabilitation of flood control infrastructure, updating of flood plain mapping, investments in digital transformation and technology upgrades, vehicle and equipment replacements, development of studies and plans, managing the impacts of Emerald Ash Borer, land management initiatives and infrastructure improvements at the Conservation Areas.

The capital budget is increasing by \$1.8 million over the 2019 budget for Watershed Management and Support Services and Conservation Areas projects with the largest increase in the parks developer

contribution works of \$2.2 million. The Emerald Ash Borer (EAB) capital project is decreasing by almost \$300,000 consistent with the EAB project business plan prepared in 2017.



The municipal capital funding required for WMSS capital projects of \$929,000 has increased by \$281,987 or 43.6%. The increased municipal capital funding is as a result of additional funding required of almost \$242,000 for the multi year Flood Plain Mapping capital project with federal funding no longer available through the National Disaster Mitigation Program (NDMP) that was received in 2018 and 2019.

The WMSS 2020 preliminary capital budget consists of the following department project costs:

	2019 Budget	2020 Preliminary Budget
<u>Corporate &amp; Strategic Initiatives</u>		
Otho Imagery	60,000	-
Lidar Imagery	-	40,000
IT Infrastructure & Digital Transformation	238,700	214,000
Websites Upgrade	-	100,000
<u>Corporate Compliance</u>		
Giant's Rib Geopark	100,000	100,000
Clappison & Waterdown Woods	-	25,000
<u>Engineering</u>		
Dams & Channels Maintenance Projects	1,387,516	1,312,373
Flood Forecasting & Warning Program	115,000	115,000
Flood Plain Mapping Update	466,626	475,000
<u>Planning &amp; Watershed Management</u>		
Municipal Natural Assets Initiative	-	25,000
<u>Project Management Office</u>		
Administration Office Renovations	150,000	150,000
Facility Major Maintenance	-	102,000
Operations Centre - Capacity Study/Design	-	100,000
Glenorchy	15,151	-
Speyside Weir Removal	-	32,000
<u>Emerald Ash Borer</u>	1,154,000	862,243
<u>Vehicle and Equipment Replacement</u>	200,212	194,339
<u>Other Foundation Funded Projects</u>	100,000	100,000
<b>TOTAL CAPITAL WMSS</b>	<b>3,987,205</b>	<b>3,946,955</b>

### Investing in our Parks

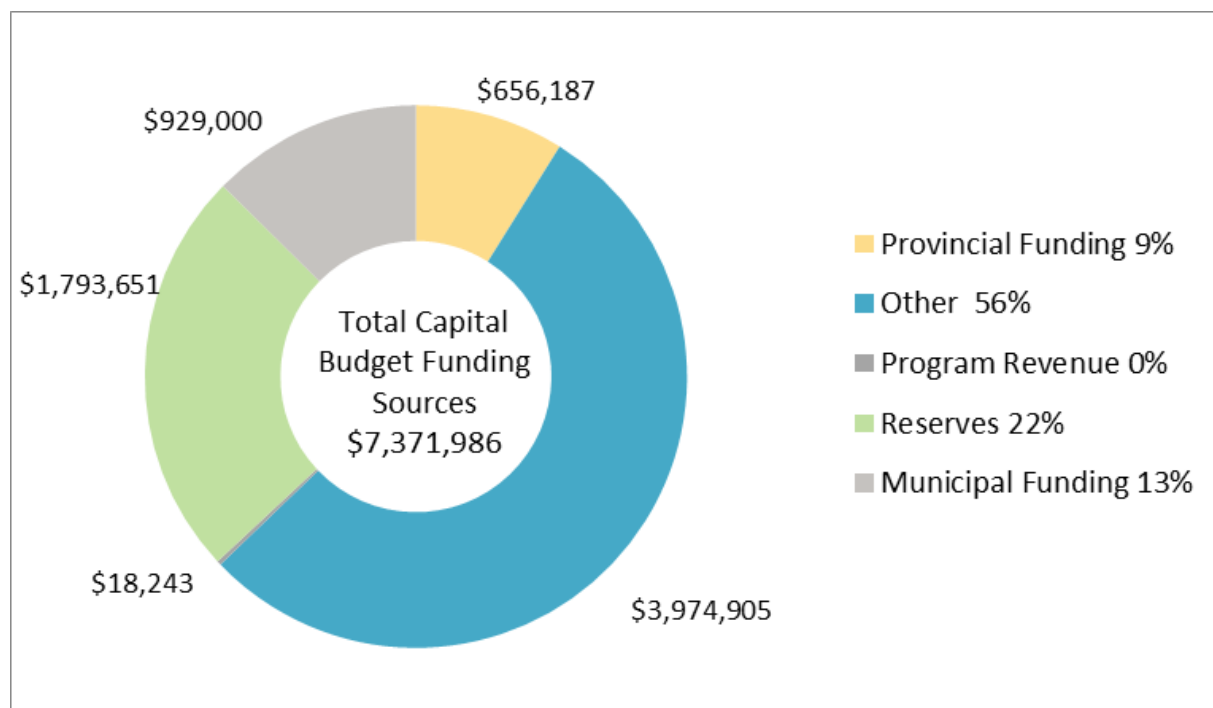
The proposed capital budget provides for an investment of \$3.4 million into the Conservation Areas. Capital project expenditures are funded by the Conservation Areas Capital Reserve and developer contributions collected by Halton Region. The parks Capital Reserve is funded through the transfer of annual park operating surplus to the Reserve.

The Conservation Area 2020 preliminary capital budget includes:

	2019 Budget	2020 Preliminary Budget
Skihill Improvements	-	100,000
Facility Major Maintenance	996,000	405,000
Vehicle and Equipment Replacement	108,500	165,556
Developer Contribution Works	500,000	2,754,475
<b>TOTAL CAPITAL CONSERVATION AREAS</b>	<b>1,604,500</b>	<b>3,425,031</b>

### Sources of Capital Budget Funding

A summary of the funding sources is provided in the chart below.



Other funding includes municipal debt financing from the Halton Region for Scotch Block dam and Milton & Morrison Wedgewood channel repairs. It is important to note that approval of debt financing for this project commits future operating budget increases for the repayment of principal and interest on the financing.

### 2020 Preliminary Budget and Operating Forecast 2021-2029

The State of Good Repair (SOGR) Levy amounts for Dams and Channels are based on the forecast amounts developed with Halton Region for the 2019 budget with the exception of a \$25,000 increase in the SOGR for Buildings based on updated estimated needs. Key assumptions and drivers included in the operating forecast are as follows:

The addition of two new staff positions per year have been assumed in the Watershed Management and Support Services (WMSS) operating forecast. The estimated staffing additions reflect future growth and maintaining existing program service levels. Program service level reviews are completed annually as part of the budget process to reflect service level changes.

Compensation and other expenses in the forecast have been assumed to increase annually at the estimated rate of inflation of 2%.

Watershed Management and Support Services program revenues have been assumed to increase annually by a 2% inflationary rate.

Chargebacks for support services provided to internal programs take into account future compensation increases, the proportion of staffing allocated to these programs and the phasing in of Support Service staff allocations to the Conservation Areas over three years with 2020 being the final year of the phase in.

The operating forecast includes the estimated costs of servicing existing debt and new debt financing for anticipated capital projects. Debt financing has been primarily received in the past through the Region of Halton to assist with partially financing the 50% municipal portion of dams and channels capital projects. The estimated debt financing charges included in the operating forecast related to municipal debt financing have been provided by Region of Halton staff.

The operating cost impacts related to the Developer Contribution works will be included at a later date once these costs are assessed through the work included in the 2019 budget for design, cost certainty and regulatory needs.

## **2020 Budget and Capital Forecast 2021-2029**

The 2020 preliminary capital budget, forecast for 2021-2029 and financing strategy has been developed by taking into account strategic initiatives in Conservation Halton's Strategic Plan 2020, Metamorphosis. Capital priorities identified in the Asset Management Plan for Dams and Channels, the Facility Condition Assessment on buildings, the Emerald Ash Borer Business Plan, Park Master Plans and Business Plans for Conservation Areas capital projects were also considered to ensure assets are maintained in a state of good repair and address the impact of significant population growth in the region on Conservation Halton's infrastructure. The capital forecast incorporates the initiatives outlined in these documents while ensuring long-term fiscal sustainability.

The largest portion of the Watershed Management and Support Services capital budget are related to dams and channels rehabilitation and replacement capital projects. The dams and channels capital projects are based on information prepared by Conservation Halton's Engineering staff. Dams and channels capital projects are generally assumed to be funded 50% municipally through the State of Good Repair Levy reserve funding and debt financing for Channel and Scotch Block Dam repairs and 50% provincially through Ministry of Natural Resources and Forestry funding, which is still to be approved as part of a grant application process.

Conservation Areas capital projects in the forecast include three projects totalling \$24.8 million that will be partly funded by developer contributions received by the Region of Halton. The capital projects and contributions collected are related to growth in Conservation Halton services; including recreation

centres, water distribution and sewer collection systems. The 2020 capital budget includes funding for the start of the Kelso Water Distribution and Collection Servicing capital project with design work to be completed in 2019. The Kelso Servicing project has an estimated total cost of \$8.3 million to be completed over three years. This project has been in development for over ten years with the assistance of consultants and in collaboration with Region of Halton staff for regional plan amendments and Niagara Escarpment Commission for permit requirements.

The Strategic Plan initiatives included in the capital forecast will enable Conservation Halton to invest in innovative ideas and technologies that will continue to modernize operations, streamline service delivery and improve resource management. Initiatives included in the 2020 preliminary budget and 2021 – 2029 capital forecast include the continuation of:

- Modernizing our flood forecasting and operations
- Improving floodplain mapping across the watershed
- Investing in digital transformation across our systems to manage, analyze and share data
- Mitigating the impacts of Emerald Ash Borer on our forests
- Enhancing environmental restoration and stewardship programs
- Revitalizing greenspaces through efforts including the Giant's Rib GeoPark project
- Expanding the current Asset Management Plan for Dams and Channels and the plan being developed for Buildings in 2019 to include the remaining assets owned by Conservation Halton. The Asset Management Plans will identify the investment required to maintain infrastructure in a good state of repair and allow needs to be prioritized over wants
- Creating the capacity to offer sustainable outdoor recreation and eco-tourism experiences to over one million annual visitors to our network of parks that is increasing as a result of population growth
- Increasing self-generated revenue by 2-5% annually

## Municipal funding forecast

Based on the attached total operating and capital forecast, the proposed municipal funding for the 2020 to 2024 is as follows:

	BUDGET	FORECAST			
	2020	2021	2022	2023	2024
<b>Municipal Levy</b>					
Operating	\$ 9,130,512	\$ 9,506,045	\$ 9,932,218	\$ 10,409,267	\$ 10,848,594
Capital	929,000	982,000	1,031,000	1,007,000	1,063,500
State of Good Repair (SOGR) Levy	\$ 439,200	\$ 478,500	\$ 480,500	\$ 494,400	\$ 521,200
<b>Municipal Funding - Total including SOGR Levy</b>	<b>\$ 10,498,712</b>	<b>\$ 10,966,545</b>	<b>\$ 11,443,718</b>	<b>\$ 11,910,667</b>	<b>\$ 12,433,294</b>
<b>% Change</b>	<b>5.2%</b>	<b>4.5%</b>	<b>4.4%</b>	<b>4.1%</b>	<b>4.4%</b>

The State of Good Repair long-term financing strategy developed in the 2019 budget proposed a municipal funding increase in the 2019 budget and operating forecast between 4 – 4.5% annually. These annual increases will ensure funds are available to meet current programming needs, future needs for growth in services are addressed to avoid fluctuations and planning for maintaining assets in the future is prioritized.

## Impact on Strategic Goals

This report supports the Metamorphosis strategic theme of Striving for service excellence and efficiency. This theme is supported by the objective to provide clear financial data and analysis to support informed strategic and operational decision-making for budget development and long term planning.

## Financial Impact

Conservation Halton is faced with delivering core services to an increasing number of residents in the watershed and visitors to its Conservation Areas, in addition to enhancing programs and services to meet mandated timelines and service delivery objectives outlined in Conservation Halton's Strategic Plan Metamorphosis.

The 2020 preliminary operating budget continues to focus on meeting service level targets and the initiatives required to meet the key objectives in the strategic plan. The 2020 preliminary budget has been able to offset provincial funding reductions of almost \$225,000 through operational efficiencies. The 2020 preliminary budget continues to provide for investments in our programs to enhance service delivery, digital transformation, watershed planning, greenspace revitalization, floodplain mapping, flood forecasting, and park experiences. The municipal funding increase requested in the 2020 Preliminary Budget for operating expenses and State of Good Repair Levy of 2.6% is within the regional guidelines assumed for 2020.

Signed & respectfully submitted:

Approved for circulation:



Marnie Piggot  
Director, Finance



Hassaan Basit  
CAO/Secretary-Treasurer

**FOR QUESTIONS ON CONTENT:**

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# Conservation Halton 2020 Preliminary Budget Summary

Description	% Increase (decrease) over 2019 Budget	2019 Budget Expenses	2020 Preliminary Budget Expenses	Program Revenue	Provincial Funding	Other (Grants, Sp. Project, Debt financing)	Chargeback Recoveries (CHF, SPP, CAP, Cons. Areas)	Reserve Funding	Municipal Levy & Funding
WATERSHED MANAGEMENT & SUPPORT SERVICES PROGRAMS									
CORPORATE SERVICES									
Office of the CAO		568,217	599,830				16,600		583,230
Conservation Halton Foundation Administration		137,148	142,847			-	15,000		127,847
Finance		749,130	789,142	62,000			228,649		498,493
General Corporate Services		50,000	-						-
Information Technology		446,792	559,217				103,800		455,417
Geographical Information Systems		684,100	642,135	8,000					634,135
Digital Transformation		99,309	119,546				35,900		83,646
Human Resources		659,774	701,320				169,500		531,820
Marketing & Communications		757,964	696,156				178,900	10,000	507,256
	2.4%	4,152,434	4,250,193	70,000	-	-	748,349	10,000	3,421,844
CORPORATE COMPLIANCE									
Corporate Compliance		285,563	298,073				97,600		200,473
Risk & Lands		396,089	410,542				79,300		331,242
	4.0%	681,652	708,615	-	-	-	176,900	-	531,715
ENGINEERING									
Engineering		346,608	333,963	3,000			131,200		199,763
Flood Forecasting		649,758	593,726		155,034	4,000			434,692
	(6.9%)	996,366	927,689	3,000	155,034	4,000	131,200	-	634,455
PLANNING & WATERSHED MANAGEMENT									
Planning & Regulations		3,562,997	3,779,501	2,542,400			8,700		1,228,401
Regional Infrastructure Team		460,922	476,130			488,003			(11,873)
Source Protection		322,166	255,545		255,545		-		-
	3.8%	4,346,085	4,511,176	2,542,400	255,545	488,003	8,700	-	1,216,528

# Conservation Halton 2020 Preliminary Budget Summary

Conservation Halton 2020 Preliminary Budget Summary				2020 Preliminary Budget Funding Sources					
Description	% Increase (decrease) over 2019 Budget	2019 Budget Expenses	2020 Preliminary Budget Expenses	Program Revenue	Provincial Funding	Other (Grants, Sp. Project, Debt financing)	Chargeback Recoveries (CHF, SPP, CAP, Cons. Areas)	Reserve Funding	Municipal Levy & Funding
<b>5 SCIENCE &amp; PARTNERSHIPS</b>									
Ecology		573,573	490,888	15,860			9,055		465,973
Stewardship		463,848	560,450	51,125			157,330	17,500	334,495
Outreach		284,428	321,839	191,930				15,000	114,909
HHRAP		303,421	272,922			273,750			(828)
Forestry Tech Team		406,894	377,020	80,800			127,500		168,720
Partnership Projects		226,800	345,128			345,128			-
	4.8%	2,258,964	2,368,247	339,715	-	618,878	293,885	32,500	1,083,269
<b>6 PROJECT MANAGEMENT OFFICE</b>									
Administration Office Facility		257,382	204,994						204,994
Project Management		118,321	221,409				37,900		183,509
Restoration		548,134	323,328	25,560			182,924		114,844
Construction		308,262	115,435				-		115,435
Partnership Projects		452,163	701,914			701,914			-
	(7.0%)	1,684,262	1,567,080	25,560	-	701,914	220,824	-	618,782
<b>7 WMSS OPERATIONS</b>									
Vehicles and Equipment		192,939	157,589						157,589
Property Management		118,800	92,100	33,000	125,000				(65,900)
Security		288,197	321,097				121,300		199,797
Forestry Operations		502,938	517,984	62,000			35,000		420,984
	(1.3%)	1,102,874	1,088,770	95,000	125,000	-	156,300	-	712,470
<b>8 DEBT FINANCING CHARGES</b>	(7.2%)	696,639	646,449						646,449
<b>TRANSFER TO RESERVE - VEHICLE &amp; EQUIPMENT</b>	(100.0%)	25,000	-						-
<b>10 TRANSFER TO RESERVE - WATER CAPITAL</b>		-	-						-
<b>TRANSFER TO RESERVE - STATE OF GOOD</b>									
<b>11 REPAIR (SOG) LEVY</b>	6.0%	414,200	439,200						439,200
<b>TRANSFER TO RESERVE - LAND</b>									
<b>12 SECUREMENT</b>	0.0%	25,000	25,000						25,000
<b>TOTAL WATERSHED MGMT &amp; SUPPORT SERVICES (WMSS)</b>	0.9%	16,383,476	16,532,419	3,075,675	535,579	1,812,795	1,736,158	42,500	9,329,712

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Description	% Increase (decrease) over 2019 Budget	2019 Budget Expenses	2020 Preliminary Budget Expenses	Program Revenue	Provincial Funding	Other (Grants, Sp. Project, Debt financing)	Chargeback Recoveries (CHF, SPP, CAP, Cons. Areas)	Reserve Funding	Municipal Levy & Funding
CONSERVATION AREAS									
Conservation Areas									
Conservation Areas Administration		809,643	771,624	990,400					
Vehicle and Equipment Operations - Conservation Areas		109,890	104,390						
Kelso/Glen Eden		7,452,164	7,876,750	9,399,250					
Crawford Lake/Mountsberg/Robert Edmondson		2,178,023	2,185,959	2,018,000		35,000			240,000
Rattlesnake Point/Hilton Falls/Mount Nemo		733,130	749,631	988,000					
Transfer Surplus to Conservation Area reserves		478,700	941,396						
SUBTOTAL CONSERVATION AREAS - OPERAT	7.4%	11,761,550	12,629,750	13,395,650	-	35,000	-	-	240,000
Support Services Chargeback	0.3%	1,038,100	1,040,900						
TOTAL CONSERVATION AREAS	6.8%	12,799,650	13,670,650	13,395,650	-	35,000	-	-	240,000
TOTAL OPERATING PROGRAMS	3.5%	29,183,126	30,203,069	16,471,325	535,579	1,847,795	1,736,158	42,500	9,569,712

# Conservation Halton 2020 Preliminary Budget Summary

Conservation Halton 2020 Preliminary Budget Summary				2020 Preliminary Budget Funding Sources					
Description	% Increase (decrease) over 2019 Budget	2019 Budget Expenses	2020 Preliminary Budget Expenses	Program Revenue	Provincial Funding	Other (Grants, Sp. Project, Debt financing)	Chargeback Recoveries (CHF, SPP, CAP, Cons. Areas)	Reserve Funding	Municipal Levy & Funding
<b>CAPITAL</b>									
<b>Capital - Watershed Management &amp; Support</b>									
<b>14a Services (WMSS)</b>									
<u>Corporate &amp; Strategic Initiatives</u>									
Otho Imagery		60,000	-						-
Lidar Imagery		-	40,000						40,000
IT Infrastructure & Digital Transformation		238,700	214,000						214,000
Website Upgrade		-	100,000					65,000	35,000
<u>Corporate Compliance</u>									
Giant's Rib Geopark		100,000	100,000			100,000			-
Clappison & Waterdown Woods		-	25,000						25,000
<u>Engineering</u>									
Dams & Channels Maintenance Projects		1,387,516	1,312,373		656,187	176,430		479,756	-
Flood Forecasting & Warning Program		115,000	115,000						115,000
Flood Plain Mapping Update		466,626	475,000			-			475,000
<u>Planning &amp; Watershed Management</u>									
Municipal Natural Assets Initiative		-	25,000						25,000
<u>Project Management Office</u>									
Administration Office Renovations		150,000	150,000					150,000	-
Facility Major Maintenance		-	102,000					102,000	-
Operations Centre - Capacity Study/Design		-	100,000					100,000	-
Glenorchy		15,151	-						-
Speyside Weir Removal		-	32,000					32,000	-
<u>Emerald Ash Borer</u>		1,154,000	862,243	18,243		844,000			-
<u>Vehicle and Equipment Replacement</u>		200,212	194,339					194,339	-
<u>Other Foundation Funded Projects</u>		100,000	100,000			100,000			-
<b>TOTAL CAPITAL WMSS</b>	(1.0%)	3,987,205	3,946,955	18,243	656,187	1,220,430	-	1,123,095	929,000
<b>14b Capital - Conservation Areas</b>									
Skihill Improvements		-	100,000					100,000	-
Facility Major Maintenance		996,000	405,000					405,000	-
Vehicle and Equipment Replacement		108,500	165,556					165,556	-
Developer Contribution Works		500,000	2,754,475			2,754,475			-
<b>TOTAL CAPITAL CONSERVATION AREAS</b>	113.5%	1,604,500	3,425,031	-	-	2,754,475	-	670,556	-
<b>TOTAL CAPITAL PROJECTS</b>	31.8%	<b>5,591,705</b>	<b>7,371,986</b>	<b>18,243</b>	<b>656,187</b>	<b>3,974,905</b>	<b>-</b>	<b>1,793,651</b>	<b>929,000</b>

Conservation Halton 2020 Preliminary Budget Summary				2020 Preliminary Budget Funding Sources					
Description	% Increase (decrease) over 2019 Budget	2019 Budget Expenses	2020 Preliminary Budget Expenses	Program Revenue	Provincial Funding	Other (Grants, Sp. Project, Debt financing)	Chargeback Recoveries (CHF, SPP, CAP, Cons. Areas)	Reserve Funding	Municipal Levy & Funding
<b>TOTAL OPERATING PROGRAMS</b>		29,183,126	30,203,069						
<b>TOTAL CAPITAL PROJECTS</b>		5,591,705	7,371,986						
<b>TOTAL</b>	8.1%	34,774,831	37,575,055	16,489,568	1,191,766	5,822,700	1,736,158	1,836,151	10,498,712

#### Municipal Apportionment

	Budget 2020	Budget 2019	\$ Increase (Decrease)	% Increase
<b>Total Municipal Funding:</b>				
Operating	9,130,512	8,916,785	213,727	2.4%
Capital	929,000	647,013	281,987	43.6%
	10,059,512	9,563,798	495,714	5.2%
State of Good Repair (SOGR) Levy - Dams & Channels; Buildings	439,200	414,200	25,000	6.0%
<b>Municipal Funding</b>	<b>10,498,712</b>	<b>9,977,998</b>	<b>520,714</b>	<b>5.2%</b>

Municipality:	Apportion- ment % 2020	Municipal Funding 2020	Apportion- ment % 2019	Municipal Funding 2019	% Increase
Region of Halton	87.6577%	9,202,929	87.6577%	8,746,484	5.2%
Region of Peel	4.8745%	511,760	4.8745%	486,378	5.2%
City of Hamilton	7.2456%	760,695	7.2456%	722,966	5.2%
Township of Puslinch	0.2222%	23,327	0.2222%	22,170	5.2%
	<b>100.0000%</b>	<b>10,498,711</b>	<b>100.0000%</b>	<b>9,977,998</b>	

## Operating WMSS Expenditures

### Ten Year Operating Expenditures and Funding Forecast - Watershed Management & Support Services (WMSS)

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<b>Salaries &amp; Benefits</b>										
Balance, beginning of year restated	11,743,405	12,054,420	12,477,420	12,913,420	13,362,420	13,823,420	14,297,420	14,785,420	15,288,420	15,806,420
Staffing increase/decrease (2020 3.6 FTE decrease; 2 FTE staff 2021-29)	(221,839)	163,000	166,000	169,000	172,000	175,000	179,000	183,000	187,000	191,000
Compensation Increases (2020 1.75%, 2021-29 2% inflation; 94% of range)	506,371	192,000	197,000	204,000	211,000	218,000	225,000	233,000	241,000	249,000
Increase in benefits (2021-2029 2% inflation)	26,483	68,000	73,000	76,000	78,000	81,000	84,000	87,000	90,000	93,000
<b>Balance, end of year</b>	<b>12,054,420</b>	<b>12,477,420</b>	<b>12,913,420</b>	<b>13,362,420</b>	<b>13,823,420</b>	<b>14,297,420</b>	<b>14,785,420</b>	<b>15,288,420</b>	<b>15,806,420</b>	<b>16,339,420</b>
<b>Materials &amp; Supplies</b>										
Balance, beginning of year restated	1,008,431	796,438	812,338	828,538	845,138	862,038	879,238	896,838	914,738	933,038
HR program cost decrease	(9,611)									
Information Technology program supplies decrease	(17,000)									
Engineering and Flood Forecasting & Operations program costs decrease	(25,000)									
Planning & Watershed Management program supplies decrease	(34,366)									
Science & Partnerships program supplies decrease	(18,286)									
Project Management Office (PMO) program costs decrease	(84,230)									
WMSS operation costs decrease	(25,500)									
General Increases (Assumed 2020-2029 2% inflation)	2,000	15,900	16,200	16,600	16,900	17,200	17,600	17,900	18,300	18,700
<b>Balance, end of year</b>	<b>796,438</b>	<b>812,338</b>	<b>828,538</b>	<b>845,138</b>	<b>862,038</b>	<b>879,238</b>	<b>896,838</b>	<b>914,738</b>	<b>933,038</b>	<b>951,738</b>
<b>Purchased Services</b>										
Balance, beginning of year restated	2,390,041	2,486,979	2,536,979	2,587,979	2,639,979	2,692,979	2,746,979	2,801,979	2,857,979	2,914,979
Corporate Services Payroll processing system service cost increase	19,100									
IT improvements and centralization of IT budget from other departments	106,830									
Marketing costs reallocated to Conservation Areas	(36,375)									
Engineering and Flood Forecasting & Operations program costs decrease	(15,000)									
Planning & Watershed Management program cost decrease	(35,340)									
Science & Partnerships - Partnership Projects cost increase	48,000									
Science & Partnerships - HHRAP cost decrease	(61,500)									
Project Management Office (PMO) program costs increase	70,147									
General Increases (Assumed 2020-2029 2% inflation)	1,076	50,000	51,000	52,000	53,000	54,000	55,000	56,000	57,000	58,000
<b>Balance, end of year</b>	<b>2,486,979</b>	<b>2,536,979</b>	<b>2,587,979</b>	<b>2,639,979</b>	<b>2,692,979</b>	<b>2,746,979</b>	<b>2,801,979</b>	<b>2,857,979</b>	<b>2,914,979</b>	<b>2,972,979</b>
<b>Financial and Rent Expense</b>										
Balance, beginning of year (restated)	73,760	83,933	85,633	87,333	89,033	90,833	92,633	94,533	96,433	98,333
General Increases (2020-2029 Assumed 2.0% inflation)	10,173	1,700	1,700	1,700	1,800	1,800	1,900	1,900	1,900	2,000
<b>Balance, end of year</b>	<b>83,933</b>	<b>85,633</b>	<b>87,333</b>	<b>89,033</b>	<b>90,833</b>	<b>92,633</b>	<b>94,533</b>	<b>96,433</b>	<b>98,333</b>	<b>100,333</b>
<b>Debt Financing Charges (Hamilton Community Fdn &amp; Halton Region)</b>										
Balance, beginning of year	696,639	646,449	634,009	690,282	756,031	803,358	729,795	647,901	617,317	605,588
Increase/(decrease) in debt financing charges - Ham. Comm. Foundation	20,000	-	-	-	-	-	-	-	-	-
Increase/(decrease) in debt financing charges - Halton Region	(70,190)	(12,440)	56,273	65,749	47,327	(73,563)	(81,894)	(30,584)	(11,729)	-
<b>Total Debt Financing Charges</b>	<b>646,449</b>	<b>634,009</b>	<b>690,282</b>	<b>756,031</b>	<b>803,358</b>	<b>729,795</b>	<b>647,901</b>	<b>617,317</b>	<b>605,588</b>	<b>605,588</b>

### Ten Year Operating Expenditures and Funding Forecast - Watershed Management & Support Services (WMSS)

#### Operating WMSS Expenditures

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Transfer to Reserves - Partnership Projects										
Transfer to Reserves - State of Good Repair Levy (Dams and Channels)	339,200	376,500	376,500	388,300	413,000	585,400	765,800	997,700	1,102,800	1,124,900
Transfer to Reserves - State of Good Repair Levy (Buildings)	100,000	102,000	104,000	106,100	108,200	110,400	112,600	114,900	117,200	119,500
Transfer to Reserves - Land Securement	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Transfers to Reserves - Motor Pool	-	-	-	-	-	50,000	50,000	100,000	100,000	100,000
<b>TOTAL OPERATING EXPENDITURES - WATERSHED MGMT &amp; SUPPORT SERVICES</b>	<b>16,532,419</b>	<b>17,049,879</b>	<b>17,613,052</b>	<b>18,212,001</b>	<b>18,818,828</b>	<b>19,516,865</b>	<b>20,180,071</b>	<b>21,012,487</b>	<b>21,703,358</b>	<b>22,339,458</b>

#### Funding of Operating Expenditures

Program Revenue	3,075,675	3,137,200	3,199,900	3,263,900	3,329,200	3,395,800	3,463,700	3,533,000	3,603,700	3,675,800
Ministry of Natural Resources & Forestry Grant	155,034	155,034	155,034	155,034	155,034	155,034	155,034	155,034	155,034	155,034
Municipal Funding - Operating (Total incl. Education)	9,130,512	9,506,045	9,932,218	10,409,267	10,848,594	11,228,431	11,562,537	12,193,953	12,629,324	13,089,924
Municipal State of Good Repair Levy	439,200	478,500	480,500	494,400	521,200	695,800	878,400	1,112,600	1,220,000	1,244,400
Other Grants & Program Funding	2,193,340	2,234,800	2,277,100	2,320,200	2,364,100	2,408,900	2,454,500	2,501,200	2,548,800	2,597,200
Internal Chargebacks	1,496,158	1,508,300	1,538,300	1,569,200	1,600,700	1,632,900	1,665,900	1,516,700	1,546,500	1,577,100
Transfers from Reserves - Water Festival, Stewardship & Outreach	42,500	30,000	30,000	-	-	-	-	-	-	-
<b>TOTAL OPERATING FUNDING - WATERSHED MANAGEMENT &amp; SUPPORT SERVICES</b>	<b>16,532,419</b>	<b>17,049,879</b>	<b>17,613,052</b>	<b>18,212,001</b>	<b>18,818,828</b>	<b>19,516,865</b>	<b>20,180,071</b>	<b>21,012,487</b>	<b>21,703,358</b>	<b>22,339,458</b>

	2020 Budget & 2021-2029 Operating Expenditures and Funding Forecast - Conservation Areas									
CONSERVATION AREAS EXPENDITURES	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Salaries & Benefits	7,836,002	8,167,522	8,330,872	8,497,490	8,667,440	8,970,800	9,284,778	9,609,745	9,946,086	10,294,199
Materials & Supplies	1,682,189	1,715,833	1,750,149	1,785,152	1,820,855	1,884,585	1,950,546	2,018,815	2,089,474	2,162,605
Purchased Services	1,877,963	1,915,522	1,953,833	1,992,909	2,032,768	2,103,914	2,177,551	2,253,766	2,332,648	2,414,290
Financial & Rent Expense	292,200	298,044	304,005	310,085	316,287	327,357	338,814	350,673	362,946	375,649
Internal Chargebacks	1,040,900	1,043,926	1,075,243	1,107,501	1,140,726	1,197,762	1,257,650	1,320,533	1,386,559	1,428,155
Transfer to Reserve - Operating Surplus	941,396	915,721	1,294,506	1,698,342	2,128,591	2,942,553	3,230,772	3,538,378	3,867,524	4,246,159
<b>TOTAL OPERATING EXPENDITURES</b>	<b>13,670,650</b>	<b>14,056,568</b>	<b>14,708,609</b>	<b>15,391,480</b>	<b>16,106,666</b>	<b>17,426,972</b>	<b>18,240,111</b>	<b>19,091,909</b>	<b>19,985,237</b>	<b>20,921,058</b>
<b>REVENUES</b>										
Program Fees	13,395,650	13,811,568	14,458,609	15,136,480	15,846,666	17,161,972	17,970,111	18,816,909	19,704,237	20,634,058
Other Grants and Funding	35,000	-	-	-	-	-	-	-	-	-
Municipal Funding - Conservation Areas Education	240,000	245,000	250,000	255,000	260,000	265,000	270,000	275,000	281,000	287,000
<b>TOTAL FUNDING - CONSERVATION AREAS</b>	<b>13,670,650</b>	<b>14,056,568</b>	<b>14,708,609</b>	<b>15,391,480</b>	<b>16,106,666</b>	<b>17,426,972</b>	<b>18,240,111</b>	<b>19,091,909</b>	<b>19,985,237</b>	<b>20,921,058</b>

Capital Expenditures	2020 Budget & 2021-2029 Capital Expenditures and Funding Forecast - Watershed Management & Support Services									
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<b>Engineering, Flood Forecasting &amp; Operations</b>										
Scotch Block Major Maintenance	246,738	625,130	-	-	-	-	-	-	98,923	-
Hilton Falls Major Maintenance	909,514	86,118	130,105	-	62,856	-	-	-	-	-
Morrison-Wedgewood major maintenance	106,121	52,996	689,211	-	-	-	-	-	-	-
Kelso Dam Major Maintenance	-	86,118	-	161,627	-	-	-	-	-	-
Mountsberg Major Maintenance	-	148,076	-	-	-	-	-	-	-	-
Dams and Channels Maintenance Projects	50,000	-	525,000	1,230,000	1,290,000	1,350,000	1,410,000	1,470,000	1,530,000	1,590,000
Dam Public Safety Projects	-	233,845	-	-	-	87,768	86,047	-	-	-
Flood Forecasting	115,000	120,000	125,000	25,000	27,500	30,000	32,500	35,000	37,500	40,000
Flood Plain Mapping	475,000	500,000	525,000	550,000	500,000	525,000	240,000	95,000	100,000	105,000
	1,902,373	1,852,283	1,994,316	1,966,627	1,880,356	1,992,768	1,768,547	1,600,000	1,766,423	1,735,000
<b>Corporate &amp; Strategic Initiatives</b>										
Asset Management Plan Consulting	-	-	-	-	75,000	-	-	-	-	75,000
Program Rates & Fees Review	-	-	-	60,000	-	-	-	-	60,000	-
Strategic Plan Updates	-	-	-	-	-	-	-	-	-	-
Engagement Survey	-	31,000	-	15,000	-	31,000	-	15,000	-	35,000
Compensation Review	-	-	30,000	-	-	-	-	35,000	-	-
Ortho Imagery	-	30,000	-	30,000	-	30,000	-	30,000	-	-
Satellite Imagery	40,000	-	40,000	-	40,000	-	40,000	-	40,000	-
Lidar	-	-	40,000	-	40,000	-	40,000	-	40,000	-
Website Upgrade	100,000	-	-	-	-	-	100,000	-	-	-
IT Infrastructure - upgrades - WMSS	214,000	226,000	156,000	202,000	256,000	290,000	216,000	166,000	198,000	211,000
	354,000	287,000	266,000	307,000	411,000	351,000	396,000	246,000	338,000	321,000
<b>Corporate Compliance</b>										
Giant's Rib GeoPark	100,000	100,000	100,000	100,000	-	-	-	-	-	-
Clappison & Waterdown Woods	25,000	50,000	50,000	50,000	50,000	50,000	50,000	25,000	25,000	25,000
	125,000	150,000	150,000	150,000	50,000	50,000	50,000	25,000	25,000	25,000
<b>Planning &amp; Watershed Management</b>										
Municipal Natural Assets Initiative	25,000	-	-	-	-	-	-	-	-	-
Integrated Watershed Management Initiatives	-	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
<b>Science &amp; Partnerships</b>										
Watershed Implementation Plan	-	-	40,000	50,000	50,000	50,000	150,000	200,000	75,000	-
Emerald Ash Borer (EAB) Management	862,243	804,000	804,000	834,000	834,000	794,000	794,000	-	-	-
Conservation Halton Foundation funded projects	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	-
	962,243	904,000	944,000	984,000	984,000	944,000	1,044,000	300,000	175,000	-

<b>Capital Expenditures</b>	<b>2020 Budget &amp; 2021-2029 Capital Expenditures and Funding Forecast - Watershed Management &amp; Support Services</b>									
	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>Project Management Office</b>										
Administration Office & Other Facility Renovations	352,000	170,136	155,000	530,000	207,851	7,403	395,000	5,500	125,000	5,500
Speyside Weir Removal	32,000	144,000	12,200	3,000	3,500	-	2,100	-	-	-
Operations Centre	-	500,000	500,000	1,000,000	-	-	-	-	-	-
	<b>384,000</b>	<b>814,136</b>	<b>667,200</b>	<b>1,533,000</b>	<b>211,351</b>	<b>7,403</b>	<b>397,100</b>	<b>5,500</b>	<b>125,000</b>	<b>5,500</b>
<b>WMSS Operations</b>										
Vehicle & Equipment Replacement	194,339	166,637	146,774	156,920	122,412	64,498	61,841	128,974	123,792	112,118
	<b>194,339</b>	<b>166,637</b>	<b>146,774</b>	<b>156,920</b>	<b>122,412</b>	<b>64,498</b>	<b>61,841</b>	<b>128,974</b>	<b>123,792</b>	<b>112,118</b>
<b>Total Capital Expenditures</b>										
	<b>3,946,955</b>	<b>4,199,056</b>	<b>4,193,290</b>	<b>5,122,547</b>	<b>3,684,119</b>	<b>3,434,669</b>	<b>3,742,488</b>	<b>2,330,474</b>	<b>2,578,215</b>	<b>2,223,618</b>
<b>Capital - Funding</b>										
Provincial Grants	656,187	616,142	672,158	695,814	676,428	718,884	748,024	735,000	814,462	795,000
Municipal Funding	929,000	982,000	1,031,000	1,007,000	1,063,500	1,031,000	893,500	626,000	600,500	516,000
Municipal Funding - EAB	844,000	804,000	804,000	834,000	834,000	794,000	794,000	-	-	-
Other Funding Grants and Program Fees	250,243	344,000	212,200	203,000	103,500	100,000	102,100	100,000	100,000	-
Transfer from Reserves	1,091,096	513,851	479,327	882,734	911,691	790,785	1,204,865	869,474	1,013,792	912,618
Municipal Debt Financing	176,430	939,063	994,606	1,500,000	95,000	-	-	-	49,462	-
<b>Total Capital Funding</b>										
	<b>3,946,955</b>	<b>4,199,056</b>	<b>4,193,290</b>	<b>5,122,547</b>	<b>3,684,119</b>	<b>3,434,669</b>	<b>3,742,488</b>	<b>2,330,474</b>	<b>2,578,215</b>	<b>2,223,618</b>

Capital Expenditures	2020 Budget & 2021 - 2029 Capital Expenditures & Funding Forecast - Conservation Areas									
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<b>Capital Expenditures Conservation Areas</b>										
Expenditures funds by Capital Reserve										
Vehicle and equipment replacement	165,556	127,278	147,494	131,856	99,605	98,497	115,364	53,062	90,780	108,500
Facility and Infrastructure Major Maintenance	330,000	370,000	-	250,000	175,000	250,000	180,000	470,000	-	800,000
Ski/Snowboarding Capital Expenditures	100,000	500,000	875,000	800,000	1,700,000	-	2,000,000	775,000	2,200,000	-
Park Master Plans	-	50,000	50,000	50,000	50,000	50,000	50,000	-	-	-
Information Technology Infrastructure	75,000	75,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
<b>Subtotal Capital Expenditures Conservation Areas</b>	<b>670,556</b>	<b>1,122,278</b>	<b>1,222,494</b>	<b>1,381,856</b>	<b>2,174,605</b>	<b>548,497</b>	<b>2,495,364</b>	<b>1,448,062</b>	<b>2,440,780</b>	<b>1,058,500</b>
<b>Conservation Area - Developer Contribution Works</b>										
Projects funded by Development fees collected by Region of Halton:										
Kelso/Glen Eden Water Distribution and Collection	2,754,475	2,754,475	2,754,475							
Kelso Recreation and Trail Centre		500,000	2,259,900	3,259,900	1,159,900					
Crawford Lake Visitor Centre and Education Facility					1,000,000	3,000,000	3,000,000	1,000,000	1,367,050	-
<b>Subtotal Costs - Developer Contribution Works</b>	<b>2,754,475</b>	<b>3,254,475</b>	<b>5,014,375</b>	<b>3,259,900</b>	<b>2,159,900</b>	<b>3,000,000</b>	<b>3,000,000</b>	<b>1,000,000</b>	<b>1,367,050</b>	<b>-</b>
<b>Total Conservation Areas Capital Expenditures</b>	<b>3,425,031</b>	<b>4,376,753</b>	<b>6,236,869</b>	<b>4,641,756</b>	<b>4,334,505</b>	<b>3,548,497</b>	<b>5,495,364</b>	<b>2,448,062</b>	<b>3,807,830</b>	<b>1,058,500</b>
<b>Funding - Developer Contribution Works</b>										
Developer Contributions - Region of Halton	2,754,475	2,747,375	4,595,275	2,987,800	1,983,400	2,887,000	644,675	-		
Interest on Developer Contributions - Region of Halton		507,100	419,100	272,100	176,500	113,000	20,600	-	-	-
Conservation Halton Foundation & Other Funding							2,334,725	1,000,000	1,367,050	-
<b>Subtotal Funding-Developer Contribution Works</b>	<b>2,754,475</b>	<b>3,254,475</b>	<b>5,014,375</b>	<b>3,259,900</b>	<b>2,159,900</b>	<b>3,000,000</b>	<b>3,000,000</b>	<b>1,000,000</b>	<b>1,367,050</b>	<b>-</b>
Funding - Capital Expenditures Conservation Areas										
Conservation Halton Foundation & Other Grant Funding										
Transfer from Reserves	670,556	1,122,278	1,222,494	1,381,856	2,174,605	548,497	2,495,364	1,448,062	2,440,780	1,058,500
<b>Total Conservation Areas Capital Funding</b>	<b>3,425,031</b>	<b>4,376,753</b>	<b>6,236,869</b>	<b>4,641,756</b>	<b>4,334,505</b>	<b>3,548,497</b>	<b>5,495,364</b>	<b>2,448,062</b>	<b>3,807,830</b>	<b>1,058,500</b>

	Projected 2019	RESERVE CONTINUITY									
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Watershed Management and Support Services											
Vehicle and Equipment	\$ 954,010	\$ 759,671	\$ 593,034	\$ 446,260	\$ 289,340	\$ 166,928	\$ 152,430	\$ 140,589	\$ 111,615	\$ 87,823	\$ 187,823
Building Reserve	\$ 307,308	55,308	87,172	186,172	262,272	257,621	360,618	78,218	187,618	179,818	293,818
Watershed Management - Capital Projects	891,237	750,680	850,101	899,049	591,535	328,107	194,623	212,400	475,100	812,900	1,142,800
Watershed Mgmt - Revenue Stabilization	674,413	674,413	674,413	674,413	674,413	674,413	674,413	674,413	674,413	674,413	674,413
Debt Financing Charges	335,081	335,081	335,081	335,081	335,081	335,081	335,081	335,081	335,081	335,081	335,081
Legal - Planning & Watershed Management	258,891	258,891	258,891	258,891	258,891	258,891	258,891	258,891	258,891	258,891	258,891
Legal - Corporate	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Water Festival	166,791	136,791	121,791	106,791	106,791	106,791	106,791	106,791	106,791	106,791	106,791
Land Securement	34,036	59,036	84,036	109,036	134,036	159,036	184,036	209,036	234,036	259,036	284,036
Property Management	95,040	95,040	95,040	95,040	95,040	95,040	95,040	95,040	95,040	95,040	95,040
Stewardship & Restoration	388,060	328,560	313,560	298,560	298,560	298,560	298,560	298,560	298,560	298,560	298,560
Conservation Areas											
Conservation Areas - Revenue Stabilization	936,568	936,568	936,568	936,568	936,568	936,568	936,568	936,568	936,568	936,568	936,568
Conservation Areas - Capital Reserve	1,917,645	2,138,485	1,931,928	2,003,940	2,320,426	2,274,412	4,668,469	5,403,876	7,494,192	8,920,937	12,108,596
TOTAL RESERVES	\$ 7,159,079	\$ 6,728,523	\$ 6,481,615	\$ 6,549,801	\$ 6,502,954	\$ 6,091,448	\$ 8,465,519	\$ 8,949,463	\$ 11,407,905	\$ 13,165,857	\$ 16,922,416

**REPORT TO:** Board of Directors

**REPORT NO: #** CHBD 07 19 06

**FROM:** Marnie Piggot, Director Finance

**DATE:** June 27, 2019

**SUBJECT:** **Budget Variance Report for the Period Ended April 30, 2019 and 2019 Projected Year End Amounts**

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### Recommendation

THAT the Conservation Halton Board of Directors **receive for information the staff report dated June 27, 2019 on the Budget Variance Report for the period ended April 30, 2019 and 2019 Projected Year End Amounts;**

And Further That the Conservation Halton Board of Directors **approve the closing of the capital projects identified in the staff report dated May 24, 2018 and the changes to the Dams and Channels capital project amounts in accordance with provincial capital funding approval;**

### Executive Summary

Attached is the Budget Variance Report for the period ended April 30, 2019 including the projected year-end amounts. Staff have reviewed the financial results to date and considered future transactions for the remainder of the year and are projecting an operating surplus for 2019 in Watershed Management and Support Services (WMSS) of \$301,902 and an operating surplus of \$910,534 in the Conservation Areas.

The projected operating surplus in WMSS is primarily the result of cost savings related to staff vacancies and are offset by increased costs for the compensation review adjustments phased in during 2019. Some vacant staff positions included in the budget were on hold for the first part of the year to accommodate the compensation review costs and to mitigate the provincial funding reduction of \$145,000. The projected WMSS operating surplus includes the reduction of \$145,000 in the provincial operating grant for 2019 and it is anticipated that the transfer from the WMSS Stabilization Reserve of \$145,000 approved in April will not be required. Recruitment for vacant staff positions is underway and most of the positions are expected to be filled later this year.

The projected operating surplus in the Conservation Areas has taken into the Glen Eden winter season and parks results during the first part of the year, the average of the actual amounts for the prior three years and the reasonable consideration of the potential impact of variables in weather on visitation.

The table below provides a high-level summary of the total actual amounts as of April 30, 2019 and the projected year end surplus compared to the 2019 budget amounts for WMSS and Conservation Areas.

Further details on the projected surplus and capital project life to date costs are provided in the attached Budget Variance Report and in the information contained in this report.

				PROJECTED \$ VARIANCE OVER (UNDER) BUDGET	PROJECTED % VARIANCE OVER (UNDER) BUDGET
Program	ACTUAL APRIL 2019	PROJECTED DECEMBER 2019	BUDGET 2019		
<b>WATERSHED MANAGEMENT &amp; SUPPORT SERVICES (WMSS)</b>					
Revenue	2,908,091	16,184,542	16,383,476	(198,934)	-1.21%
Expenses	4,130,409	15,882,641	16,383,476	(500,835)	-3.06%
<b>Operating Surplus</b>	<b>(1,222,318)</b>	<b>301,902</b>	<b>-</b>	<b>301,902</b>	<b>1.84%</b>
<b>CONSERVATION AREAS</b>					
Revenue	7,773,380	13,287,612	12,799,650	487,962	3.81%
Expenses	5,129,008	12,377,078	12,320,950	56,128	0.46%
<b>Operating Surplus</b>	<b>2,644,372</b>	<b>910,534</b>	<b>478,700</b>	<b>431,834</b>	<b>3.36%</b>

## Report

The following report provides explanations for variances projected to be greater than 10% and \$10,000 from the 2019 budget amounts in the attached Budget Variance Report.

### Watershed Management & Support Services (WMSS)

#### 1. General Corporate Services

Included in the General Corporate Service 2019 budget was \$50,000 as a preliminary estimate for the compensation review that is being implemented in 2019. There will be no actual costs reported under this department and the actual salary and benefit costs adjustments will be reported under the respective department for the affected staff.

#### 2. Information Technology (IT)

Purchased services expenses are projected to be higher than the budget amount by \$19,080 for software licence costs that were included in the IT capital budget and have been reclassified as an operating expense.

#### 3. Digital Transformation

The Digital Transformation staff position is expected to remain vacant for most the year while an assessment is being completed by an IT consulting firm to assess information technology, document management, point of sale and ecommerce systems and provide recommendations. The staff position vacancy will result in a reduced chargeback to the Conservation Areas for this department. The Conservation Areas will be sharing in the consulting assessment cost.

#### **4. Human Resources**

Human Resources purchased services are estimated to exceed the 2019 budget amount in total by \$54,000 as a result of costs incurred for staff professional development of \$28,000 that were approved by the Board in a prior year to be funded by a transfer from the WMSS Stabilization Reserve. The remaining budget variance of \$26,000 is related to recruitment consulting services for a senior staff position. This budget variance is offset by anticipated savings of \$8,000 in materials, supplies and office equipment lease costs and cost savings in other departments.

#### **5. Marketing & Communications**

Salaries and benefits are expected to be less than the 2019 budget amount by \$114,000 due to staff position vacancies and staffing changes. The Senior Manager position is currently being recruited.

Materials, supplies and purchased services are expected to be less than the budget amount by almost \$30,000 with the reallocation of marketing and tourism signage costs to the Conservation Areas.

#### **6. Corporate Compliance**

The projected savings in salaries and benefits costs of approximately \$76,000 is the result of a vacant Procurement Specialist position in this department and is anticipated to be filled later this year. The savings are offset by a reduction in the estimated chargeback recovery to the Conservation Areas that is associated with this position.

#### **7. Risk & Lands**

The salaries and benefits savings in the Risk & Lands department of almost \$45,000 is primarily due to savings for a staff on parental leave and returning in September.

#### **8. Flood Forecasting & Operations**

Purchased services are expected to be over budget by almost \$30,000 as a result of increased sedimentation removal and infrastructure maintenance costs. This budget variance is mostly offset by savings from a staff position vacancy.

In April, notification was received that provincial operating funding will be reduced by \$145,277 for 2019. This funding shortfall has been mitigated by savings in expenses primarily related to staff position vacancies. At this time the transfer from the reserve approved to offset this funding shortfall is not expected to be needed and will be closed at year end.

#### **9. Engineering**

The recovery of staff time through capital projects is based on the actual staff time worked on projects with consideration of the eligible amount that can be charged to the project. The chargeback recovery is estimated to be less than the amount included in the 2019 budget by slightly over \$77,000. This shortfall has been offset by cost savings in other departments.

#### **10. Source Protection**

In mid 2018, staff in the Source Protection program relocated from the Field Office near Mountsberg to the Administration Office. The 2019 budget amounts were set at historical levels while the revised program occupancy costs were assessed. The relocation will result in program costs savings for materials and purchased services of about \$25,000. Also, a GIS staff position under this program is currently vacant and the vacancy is expected to result in lower staffing costs by about \$21,000. The combined program savings of almost \$46,000 will result in lower provincial funding as this program is fully funded by the province for the actual program costs incurred.

## **11. Ecology**

Increased recoveries and reduced expenses are projected to result in an increase of slightly over \$33,000 in net Ecology costs of \$519,610 versus the 2019 budget amount of \$553,153. Salaries and benefit costs are estimated to be lower by \$17,000, monitoring materials are estimated to be decreased by \$6,000 and an increase of \$11,000 is projected in the recovery of staff time allocated to planned Partnership Projects.

## **12. Stewardship**

A short-term contract staff position assisting with partnership projects was added in 2019 that was not included in the budget that is funded by various program grants. The staff position will result in salaries and benefits and program revenue exceeding the budget amounts.

## **13. Outreach**

Materials and program supplies are projected to exceed the budget by almost \$17,000 for increased tree planting and outreach events. The events are funded by for the most part funded by increased program revenue related to the events and savings in other programs.

## **14. Hamilton Harbour Remedial Action Plan (HHRAP)**

Provincial funding for the HHRAP program was not confirmed for 2018 and 2019. The estimated funding shortfall of \$50,000 for 2019 has been offset by a reduction in program purchased services. Also, a contract service provider has been converted to a contract staff position that will result in higher salaries and benefits that are more than offset by the reduced purchased services.

## **15. Restoration**

A contract staff position included in the 2019 budget is not expected to be hired based on the partnership projects that are planned. The reduction in part time staffing will result in a lower recovery of staffing costs related to the position.

There are a several partnership projects, such as Drumquin park, that will be completed in 2019. The funding for the projects includes a portion related to future monitoring and adaptive management. The amount of funding in excess of actual project costs estimated as \$97,800 will be recommended to be transferred at year end to the Stewardship & Restoration Reserve for these future project expenses.

## **16. Forestry Operations**

Forestry program revenues are estimated to be less than the budget amount by \$12,905 as a result of a reduction in forest maintenance services provided to Halton Region at the Regional landfill and Agreement Forest. As a result of a staff retirement and staffing changes, salaries and benefits are projected to be less than the budget amount by \$45,816.

#### **17. Watershed Management & Support Services (WMSS) Vehicles**

Salaries and benefits are projected to be lower than the budget amount by \$22,400. This amount is related to a part time position that was added in the 2019 budget for turf maintenance under the WMSS Vehicle budget section. Turf maintenance will be completed by Forestry staff and an external contract provider at the Administration Office so that the part time position is not needed at this time.

#### **18. Partnership Projects**

Partnership projects expenses are expected to be over the budget amount by \$292,785 and revenues projected to be above budget by \$292,785. Partnership project costs are fully funded by related project grants and other funding. The increase in partnership projects is mainly due to work carried over from the prior year such as Limestone Creek project due to permit requirements and fish timing window and new projects approved after the budget was prepared.

#### **19. Conservation Areas Administration**

Part time staffing added in the section in the 2019 budget for turf maintenance is estimated to be under the budget amount by \$22,400. This work will be completed by park staff and will be reflected in the respective park operating results.

Purchased services are projected to be under budget by \$248,000 due to the delay in implementation of an upgrade for the ecommerce system.

#### **20. Hilton Falls / Mount Nemo / Rattlesnake Point**

Program revenue for this park is projected to be above budget by slightly over \$122,000 as these parks continue to receive increased visitation.

#### **21. Capital Program**

Attached is the capital program budget variance report that includes the capital project budget, life to date costs and budget remaining to be spent. The life to date capital expenses are \$8,066,387 which is almost 52% of the total budget. The Kelso Dam capital project makes up 53% of the total capital budget. The Kelso Dam project is anticipated to be completed by the end of 2019.

Dams and channels capital projects are funded 50% provincially with the remaining 50% funded municipally through a transfer from the Water Management Capital Reserve with the implementation of the State of Good Repair Levy. The Hilton Falls Diversion structure capital project costs of \$891,680 are recommended to be closed at this time as phase 2 of this project will be included in the 2020 capital budget. The final design, study and tender specifications for construction of the Hilton Falls Diversion structure were completed in March 2019. This study recommended that this project be completed in

two phases for ecological timing window purposes. Phase 1 for \$90,000 is being completed in 2019 and the 50% provincial Ministry of Natural Resources and Forestry (MNRF) Water and Erosion Control Infrastructure (WECI) funding has been confirmed.

A reduction of \$2,909 in the Dam Public Safety Plan Implementation budget is recommended due to updated costs and to be consistent with the 50% portion of approved provincial funding.

WECI Provincial funding was not confirmed for 2019 for 50% of the costs for the Channel Slab replacements, the Freeman Pond Assessment study and the Channel Naturalization study with total capital project costs of \$330,927 included in the 2019 capital budget. Provincial MNRF staff have advised that studies are no longer being funded through the WECI program. Staff are reviewing these capital projects to determine if the projects can be delayed or completed in 2019 through alternate funding options.

The dams and channels projects completed as of March 2019 to meet WECI funding requirements are noted on the summary and are recommended to be closed at this time. The closing of the 2018-2019 dams and channels capital projects will result in a net savings of \$33,633 and a reduced transfer from the reserve for the 50% municipal portion of costs.

### Impact on Strategic Goals

This report supports the Metamorphosis strategic theme of Striving for service excellence and efficiency. This theme is supported by the objective to provide clear financial data and analysis to support informed strategic and operational decision-making for budget development and long term planning.

### Financial Impact

The report Recommendation outlines the financial impacts of the Budget Variance Report for the period ended April 30, 2019 and 2019 Projected year end amounts.

Signed & respectfully submitted:



Marnie Piggot  
Director, Finance

Approved for circulation:



Hassaan Basit  
CAO/Secretary-Treasurer

**FOR QUESTIONS ON CONTENT:**

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**Conservation Halton  
Budget Variance Report  
For the Period Ended April 30, 2019**

	ACTUAL YTD APRIL 30, 2019	PROJECTED DECEMBER 2019	BUDGET 2019	PROJECTED \$ VARIANCE OVER (UNDER) BUDGET	PROJECTED % VARIANCE OVER (UNDER) BUDGET
<b>WATERSHED MANAGEMENT &amp; SUPPORT SERVICES (WMSS)</b>					
Corporate & Strategic Initiatives	\$255,433	\$4,770,321	\$4,508,817	(\$261,504)	-5.8%
Corporate Compliance	(50,974)	(348,384)	(445,952)	(\$97,568)	21.9%
Engineering	(215,421)	(712,016)	(466,652)	\$245,364	-52.6%
Planning & Watershed Management	(380,244)	(921,694)	(1,065,554)	(\$143,860)	13.5%
Science & Partnerships	(353,526)	(1,107,778)	(1,103,428)	\$4,350	-0.4%
Project Management Office	(257,407)	(691,383)	(697,557)	(\$6,174)	0.9%
WMSS Operations	(220,178)	(687,164)	(729,674)	(\$42,510)	5.8%
Partnership Projects	0	0	0	\$0	0.0%
<b>Total</b>	<b>(\$1,222,318)</b>	<b>\$301,902</b>	<b>\$0</b>	<b>(\$301,902)</b>	<b>100.0%</b>
<b>CONSERVATION AREAS</b>					
Vehicles & Equipment	(\$45,295)	(\$109,095)	(\$109,890)	(\$795)	0.7%
Conservation Areas Admin	151,500	428,254	132,957	(\$295,297)	-222.1%
Chargebacks	(346,040)	(974,400)	(1,038,100)	(\$63,700)	6.1%
Crawford Lake/Mountsberg	(68,347)	77,693	75,277	(\$2,416)	-3.2%
Kelso/Glen Eden	2,998,629	1,193,631	1,244,086	\$50,455	4.1%
Hilton Falls/Mount Nemo/Rattlesnake	(46,075)	294,452	174,370	(\$120,082)	-68.9%
<b>Total - Transfer to Reserves</b>	<b>\$2,644,372</b>	<b>\$910,534</b>	<b>\$478,700</b>	<b>(\$431,834)</b>	<b>-90.2%</b>

Conservation Halton  
Budget Variance Report  
For the period ended April 30, 2019

	REPORT NOTE	ACTUAL YTD APRIL 30, 2019	PROJECTED DECEMBER 2019	2019 BUDGET	PROJECTED \$ VARIANCE OVER / (UNDER) BUDGET	PROJECTED % VARIANCE OVER / (UNDER) BUDGET
<b>CORPORATE &amp; STRATEGIC INITIATIVES</b>						
<b>OFFICE OF THE CAO</b>						
Expenditures						
Salaries and Benefits		135,758	406,431	385,817	20,614	5.3%
Total Materials & Supplies and Purchased Services		54,553	194,399	182,400	11,999	6.6%
<b>Total Expenditures</b>		<b>190,311</b>	<b>600,830</b>	<b>568,217</b>	<b>32,613</b>	<b>5.7%</b>
Revenue						
Chargeback Recoveries		4,668	14,000	14,000	-	0.0%
<b>Total Revenues</b>		<b>4,668</b>	<b>14,000</b>	<b>14,000</b>	<b>-</b>	<b>0.0%</b>
<b>TOTAL OFFICE OF THE CAO</b>		<b>(185,643)</b>	<b>(586,830)</b>	<b>(554,217)</b>	<b>(32,613)</b>	<b>5.9%</b>
<b>FINANCE</b>						
Expenditures						
Salaries and Benefits		210,367	640,872	652,130	(11,258)	-1.7%
Total Materials & Supplies, Purchased Services and Financial		13,743	91,143	97,000	(5,857)	-6.0%
<b>Total Expenditures</b>		<b>224,109</b>	<b>732,014</b>	<b>749,130</b>	<b>(17,116)</b>	<b>-2.3%</b>
Revenue						
Chargeback Recoveries		66,166	186,605	191,405	(4,800)	-2.5%
Other		79,386	62,141	62,000	141	0.2%
<b>Total Revenues</b>		<b>145,552</b>	<b>248,745</b>	<b>253,405</b>	<b>(4,660)</b>	<b>-1.8%</b>
<b>TOTAL FINANCE</b>		<b>(78,558)</b>	<b>(483,269)</b>	<b>(495,725)</b>	<b>12,456</b>	<b>-2.5%</b>
<b>GENERAL CORPORATE SERVICES</b>						
Expenditures						
Salaries and Benefits	1	-	-	50,000	(50,000)	-100.0%
Debt financing charges		8,746	716,639	696,639	20,000	2.9%
Transfer to Reserves		-	464,200	464,200	-	0.0%
<b>Total Expenditures</b>		<b>8,746</b>	<b>1,180,839</b>	<b>1,210,839</b>	<b>(30,000)</b>	<b>-2.5%</b>
Revenue						
Municipal Funding		1,235,125	9,090,985	9,090,985	-	0.0%
<b>Total Revenues</b>		<b>1,235,125</b>	<b>9,090,985</b>	<b>9,090,985</b>	<b>-</b>	<b>0.0%</b>
<b>TOTAL GENERAL CORPORATE SERVICES</b>		<b>1,226,379</b>	<b>7,910,146</b>	<b>7,880,146</b>	<b>30,000</b>	<b>0.4%</b>

**CONSERVATION HALTON FOUNDATION ADMINISTRATION**Expenditures

Salaries and Benefits	42,452	126,759	137,148	(10,389)	-7.6%
Purchased Services	26,048	26,048	-	26,048	0.0%
<b>Total Expenditures</b>	<b>68,500</b>	<b>152,807</b>	<b>137,148</b>	<b>15,659</b>	<b>11.4%</b>

Revenue

Program Revenue	3,750	15,000	15,000	-	0.0%
Reserve Funding	-	28,000	-	28,000	0.0%
<b>Total Revenues</b>	<b>3,750</b>	<b>43,000</b>	<b>15,000</b>	<b>28,000</b>	<b>186.7%</b>

**TOTAL CONSERVATION HALTON FOUNDATION ADMIN.**

<b>(64,750)</b>	<b>(109,807)</b>	<b>(122,148)</b>	<b>12,341</b>	<b>-10.1%</b>
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**INFORMATION TECHNOLOGY**Expenditures

Salaries and Benefits	121,982	372,046	377,792	(5,746)	-1.5%
Total Materials & Supplies and Purchased Services	30,830	88,080	69,000	19,080	27.7%
<b>Total Expenditures</b>	<b>152,812</b>	<b>460,126</b>	<b>446,792</b>	<b>13,334</b>	<b>3.0%</b>

Revenue

Chargeback Recoveries	26,300	78,900	78,900	-	0.0%
<b>Total Revenues</b>	<b>26,300</b>	<b>78,900</b>	<b>78,900</b>	<b>-</b>	<b>0.0%</b>

**TOTAL INFORMATION TECHNOLOGY**

<b>(126,512)</b>	<b>(381,226)</b>	<b>(367,892)</b>	<b>(13,334)</b>	<b>3.6%</b>
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**DIGITAL TRANSFORMATION**Expenditures

Salaries and Benefits	-	-	99,309	(99,309)	-100.0%
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>99,309</b>	<b>(99,309)</b>	<b>-100.0%</b>

Revenue

Chargeback Recoveries	8,968	-	26,900	(26,900)	-100.0%
<b>Total Revenues</b>	<b>8,968</b>	<b>-</b>	<b>26,900</b>	<b>(26,900)</b>	<b>-100.0%</b>

**TOTAL INFORMATION TECHNOLOGY**

<b>8,968</b>	<b>-</b>	<b>(72,409)</b>	<b>72,409</b>	<b>-100.0%</b>
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## GEOGRAPHICAL INFORMATION SYSTEMS

<u>Expenditures</u>					
Salaries and Benefits	172,673	556,127	617,100	(60,973)	-9.9%
Total Materials & Supplies and Purchased Services	22,661	66,661	67,000	(339)	-0.5%
Materials and Supplies	-	5,000	5,000	-	0.0%
Purchased Services	22,661	61,661	62,000	(339)	-0.5%
Financial and other	-	-	-	-	0.0%
<b>Total Expenditures</b>	<b>195,334</b>	<b>622,788</b>	<b>684,100</b>	<b>(61,312)</b>	<b>-9.0%</b>
<u>Revenue</u>					
Program & Other Revenue	4,000	17,754	12,500	5,254	42.0%
<b>Total Revenues</b>	<b>4,000</b>	<b>17,754</b>	<b>12,500</b>	<b>5,254</b>	<b>42.0%</b>
<b>TOTAL GEOGRAPHICAL INFORMATION SYSTEMS</b>	<b>(191,334)</b>	<b>(605,034)</b>	<b>(671,600)</b>	<b>66,566</b>	<b>-9.9%</b>

## HUMAN RESOURCES

<u>Expenditures</u>					
Salaries and Benefits	112,248	347,973	323,083	24,890	7.7%
Total Materials & Supplies, Purchased Services and Financial	4 129,641	382,482	336,691	45,791	13.6%
<b>Total Expenditures</b>	<b>241,889</b>	<b>730,455</b>	<b>659,774</b>	<b>70,681</b>	<b>10.7%</b>
<u>Revenue</u>					
Program Revenue	-	-	-	-	0.0%
Reserve Funding	4 -	28,000	-	28,000	100.0%
Chargeback Recoveries	44,200	145,500	132,600	12,900	9.7%
<b>Total Revenues</b>	<b>44,200</b>	<b>173,500</b>	<b>132,600</b>	<b>40,900</b>	<b>30.8%</b>
<b>TOTAL HUMAN RESOURCES</b>	<b>(197,689)</b>	<b>(556,955)</b>	<b>(527,174)</b>	<b>(29,781)</b>	<b>5.6%</b>

## MARKETING & COMMUNICATIONS

<u>Expenditures</u>					
Salaries and Benefits	5 163,353	517,057	631,114	(114,057)	-18.1%
Total Materials & Supplies and Purchased Services	5 31,777	88,867	126,850	(37,983)	-29.9%
<b>Total Expenditures</b>	<b>195,130</b>	<b>605,924</b>	<b>757,964</b>	<b>(152,040)</b>	<b>-20.1%</b>
<u>Revenue</u>					
Program Revenue	3,770	15,020	15,000	20	0.1%
Chargeback Recoveries	55,932	159,200	167,800	(8,600)	-5.1%
Reserve Funding	-	15,000	15,000	-	0.0%
<b>Total Revenues</b>	<b>59,702</b>	<b>189,220</b>	<b>197,800</b>	<b>(8,580)</b>	<b>-4.3%</b>
<b>TOTAL MARKETING &amp; COMMUNICATIONS</b>	<b>(135,428)</b>	<b>(416,704)</b>	<b>(560,164)</b>	<b>143,460</b>	<b>-25.6%</b>

<b>TOTAL CORPORATE &amp; STRATEGIC INITIATIVES</b>	<b>255,433</b>	<b>4,770,321</b>	<b>4,508,817</b>	<b>261,504</b>	<b>5.8%</b>
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<b>CORPORATE COMPLIANCE</b>
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### CORPORATE COMPLIANCE

<u>Expenditures</u>					
Salaries and Benefits	6	49,134	176,569	253,063	(76,494) -30.2%
Total Materials & Supplies and Purchased Services		-	29,200	32,500	(3,300) -10.2%
<b>Total Expenditures</b>		<b>49,134</b>	<b>205,769</b>	<b>285,563</b>	<b>(79,794) -27.9%</b>
<u>Revenue</u>					
Chargeback Recoveries	6	41,968	89,600	125,900	(36,300) -28.8%
<b>Total Revenues</b>		<b>41,968</b>	<b>89,600</b>	<b>125,900</b>	<b>(36,300) -28.8%</b>
<b>TOTAL CORPORATE COMPLIANCE</b>		<b>(7,166)</b>	<b>(116,169)</b>	<b>(159,663)</b>	<b>43,494 -27.2%</b>

### RISK & LANDS

<u>Expenditures</u>					
Salaries and Benefits	7	75,310	219,415	264,089	(44,674) -16.9%
Total Materials & Supplies and Purchased Services		5,098	122,600	132,000	(9,400) -7.1%
<b>Total Expenditures</b>		<b>80,408</b>	<b>342,015</b>	<b>396,089</b>	<b>(54,074) -13.7%</b>
<u>Revenue</u>					
Chargeback Recoveries		36,600	109,800	109,800	- 0.0%
<b>Total Revenues</b>		<b>36,600</b>	<b>109,800</b>	<b>109,800</b>	<b>- 0.0%</b>
<b>TOTAL RISK &amp; LANDS</b>		<b>(43,808)</b>	<b>(232,215)</b>	<b>(286,289)</b>	<b>54,074 -18.9%</b>
<b>TOTAL CORPORATE COMPLIANCE</b>		<b>(50,974)</b>	<b>(348,384)</b>	<b>(445,952)</b>	<b>97,568 -21.9%</b>

## ENGINEERING

### FLOOD FORECASTING & OPERATIONS

<u>Expenditures</u>					
Salaries and Benefits					
Total Materials & Supplies and Purchased Services	8	131,584	447,281	463,458	(16,177) -3.5%
		28,668	215,301	186,300	29,001 15.6%
<b>Total Expenditures</b>		<b>160,252</b>	<b>662,582</b>	<b>649,758</b>	<b>12,824 2.0%</b>
<u>Revenue</u>					
Program Revenue		10,838	10,838	-	10,838 0.0%
Provincial Funding	8	-	159,034	304,311	(145,277) -47.7%
<b>Total Revenues</b>		<b>10,838</b>	<b>169,872</b>	<b>304,311</b>	<b>(134,439) -44.2%</b>
<b>TOTAL FLOOD FORECASTING &amp; OPERATIONS</b>		<b>(149,414)</b>	<b>(492,710)</b>	<b>(345,447)</b>	<b>(147,263) 42.6%</b>

### ENGINEERING

<u>Expenditures</u>					
Salaries and Benefits		109,286	328,802	305,808	22,994 7.5%
Total Materials & Supplies and Purchased Services		4,360	38,643	40,800	(2,157) -5.3%
<b>Total Expenditures</b>		<b>113,646</b>	<b>367,445</b>	<b>346,608</b>	<b>20,837 6.0%</b>
<u>Revenue</u>					
Program Revenue		-	3,000	3,000	- 0.0%
Chargeback Recoveries	9	47,639	145,139	222,403	(77,264) -34.7%
<b>Total Revenues</b>		<b>47,639</b>	<b>148,139</b>	<b>225,403</b>	<b>(77,264) -34.3%</b>
<b>TOTAL ENGINEERING</b>		<b>(66,007)</b>	<b>(219,306)</b>	<b>(121,205)</b>	<b>(98,101) 80.9%</b>
<b>TOTAL ENGINEERING</b>		<b>(215,421)</b>	<b>(712,016)</b>	<b>(466,652)</b>	<b>(245,364) 52.6%</b>

## PLANNING & WATERSHED MANAGEMENT

### PLANNING & WATERSHED MANAGEMENT

<u>Expenditures</u>					
Salaries and Benefits	928,910	2,985,604	3,124,497	(138,893)	-4.4%
Total Materials & Supplies and Purchased Services	36,942	438,500	438,500	-	0.0%
<b>Total Expenditures</b>	<b>965,852</b>	<b>3,424,104</b>	<b>3,562,997</b>	<b>(138,893)</b>	<b>-3.9%</b>
<u>Revenue</u>					
Program Revenue	610,509	2,491,218	2,485,862	5,356	0.2%
<b>Total Revenues</b>	<b>610,509</b>	<b>2,491,218</b>	<b>2,485,862</b>	<b>5,356</b>	<b>0.2%</b>
<b>TOTAL PLANNING &amp; WATERSHED MANAGEMENT</b>	<b>(355,344)</b>	<b>(932,886)</b>	<b>(1,077,135)</b>	<b>144,249</b>	<b>-13.4%</b>

### REGIONAL INFRASTRUCTURE TEAM

<u>Expenditures</u>					
Salaries and Benefits	140,404	419,435	431,922	(12,487)	-2.9%
Total Materials & Supplies and Purchased Services	6,576	28,225	29,000	(775)	-2.7%
<b>Total Expenditures</b>	<b>146,980</b>	<b>447,660</b>	<b>460,922</b>	<b>(13,262)</b>	<b>-2.9%</b>
<u>Revenue</u>					
Municipal Funding	112,903	458,852	472,503	(13,651)	-2.9%
<b>Total Revenues</b>	<b>112,903</b>	<b>458,852</b>	<b>472,503</b>	<b>(13,651)</b>	<b>-2.9%</b>
<b>TOTAL REGIONAL INFRASTRUCTURE TEAM</b>	<b>(34,076)</b>	<b>11,192</b>	<b>11,581</b>	<b>(389)</b>	<b>-3.4%</b>

### SOURCE PROTECTION

<u>Expenditures</u>					
Salaries and Benefits	81,762	218,107	238,951	(20,844)	-8.7%
Total Materials & Supplies, Purchased Services and Financial	10 19,913	57,713	83,215	(25,502)	-30.6%
<b>Total Expenditures</b>	<b>101,675</b>	<b>275,820</b>	<b>322,166</b>	<b>(46,346)</b>	<b>-14.4%</b>
<u>Revenue</u>					
Program Revenue	5,606	6,976	7,000	(24)	-0.3%
Provincial Funding	10 105,246	268,844	315,166	(46,322)	-14.7%
<b>Total Revenues</b>	<b>110,852</b>	<b>275,820</b>	<b>322,166</b>	<b>(46,346)</b>	<b>-14.4%</b>
<b>TOTAL SOURCE PROTECTION</b>	<b>9,177</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>

<b>TOTAL PLANNING &amp; WATERSHED MANAGEMENT</b>	<b>(380,244)</b>	<b>(921,694)</b>	<b>(1,065,554)</b>	<b>143,860</b>	<b>-13.5%</b>
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## SCIENCE & PARTNERSHIPS

### ECOLOGY

#### Expenditures

Salaries and Benefits	163,425	521,692	538,488	(16,796)	-3.1%
Total Materials & Supplies and Purchased Services	6,499	29,034	35,085	(6,051)	-17.2%
<b>Total Expenditures</b>	<b>169,924</b>	<b>550,726</b>	<b>573,573</b>	<b>(22,847)</b>	<b>-4.0%</b>

#### Revenue

Program Revenue	597	31,116	20,420	10,696	52.4%
<b>Total Revenues</b>	<b>597</b>	<b>31,116</b>	<b>20,420</b>	<b>10,696</b>	<b>52.4%</b>
<b>TOTAL ECOLOGY</b>	<b>(169,327)</b>	<b>(519,610)</b>	<b>(553,153)</b>	<b>33,543</b>	<b>-6.1%</b>

### STEWARDSHIP

#### Expenditures

Salaries and Benefits	120,266	422,471	394,522	27,949	7.1%
Total Materials & Supplies and Purchased Services	4,149	63,549	69,326	(5,777)	-8.3%
<b>Total Expenditures</b>	<b>124,415</b>	<b>486,020</b>	<b>463,848</b>	<b>22,172</b>	<b>4.8%</b>

#### Revenue

Program Revenue	13,744	49,174	35,000	14,174	40.5%
Chargeback Recoveries	12,518	91,040	87,640	3,400	3.9%
Reserve Funding	-	15,000	15,000	-	0.0%
<b>Total Revenues</b>	<b>26,261</b>	<b>155,213</b>	<b>137,640</b>	<b>17,573</b>	<b>12.8%</b>
<b>TOTAL STEWARDSHIP</b>	<b>(98,154)</b>	<b>(330,807)</b>	<b>(326,208)</b>	<b>(4,599)</b>	<b>1.4%</b>

### OUTREACH

#### Expenditures

Salaries and Benefits	50,848	156,112	156,628	(516)	-0.3%
Total Materials & Supplies and Purchased Services	12,682	144,951	127,800	17,151	13.4%
<b>Total Expenditures</b>	<b>63,529</b>	<b>301,063</b>	<b>284,428</b>	<b>16,635</b>	<b>5.8%</b>

#### Revenue

Program Revenue	7,075	130,584	119,250	11,334	9.5%
Municipal Funding	-	50,000	50,000	-	0.0%
Reserve Funding	-	7,041	7,120	(79)	-1.1%
<b>Total Revenues</b>	<b>7,075</b>	<b>187,625</b>	<b>176,370</b>	<b>11,255</b>	<b>6.4%</b>
<b>TOTAL OUTREACH</b>	<b>(56,455)</b>	<b>(113,438)</b>	<b>(108,058)</b>	<b>(5,380)</b>	<b>5.0%</b>

**FORESTRY TECH TEAM**

<u>Expenditures</u>					
Salaries and Benefits	89,230	273,889	273,269	620	0.2%
Total Materials & Supplies and Purchased Services	3,723	132,710	133,625	(915)	-0.7%
<b>Total Expenditures</b>	<b>92,953</b>	<b>406,599</b>	<b>406,894</b>	<b>(295)</b>	<b>-0.1%</b>
<u>Revenue</u>					
Program Revenue	250	148,800	155,800	(7,000)	-4.5%
Chargeback Recoveries	25,750	127,500	127,500	-	0.0%
<b>Total Revenues</b>	<b>26,000</b>	<b>276,300</b>	<b>283,300</b>	<b>(7,000)</b>	<b>-2.5%</b>
<b>TOTAL FORESTRY TECH TEAM</b>	<b>(66,953)</b>	<b>(130,299)</b>	<b>(123,594)</b>	<b>(6,705)</b>	<b>5.4%</b>

**HAMILTON HARBOUR REMEDIAL ACTION PLAN (HHRAP)**

<u>Expenditures</u>					
Salaries and Benefits	75,065	241,942	215,171	26,771	12.4%
Total Materials & Supplies and Purchased Services	18,335	32,689	88,250	(55,561)	-63.0%
<b>Total Expenditures</b>	<b>93,400</b>	<b>274,630</b>	<b>303,421</b>	<b>(28,791)</b>	<b>-9.5%</b>
<u>Revenue</u>					
Provincial Funding	-	-	50,000	(50,000)	-100.0%
Municipal Funding	89,512	96,006	96,006	-	0.0%
Federal Funding	41,250	165,000	165,000	-	0.0%
<b>Total Revenues</b>	<b>130,762</b>	<b>261,006</b>	<b>311,006</b>	<b>(50,000)</b>	<b>-16.1%</b>
<b>TOTAL HHRAP</b>	<b>37,362</b>	<b>(13,624)</b>	<b>7,585</b>	<b>(21,209)</b>	<b>-279.6%</b>
<b>TOTAL SCIENCE &amp; PARTNERSHIPS</b>	<b>(353,526)</b>	<b>(1,107,778)</b>	<b>(1,103,428)</b>	<b>(4,350)</b>	<b>0.4%</b>

**PROJECT MANAGEMENT OFFICE****ADMINISTRATION OFFICE FACILITY**Expenditures

Salaries and Benefits	26,827	79,720	75,899	3,821	5.0%
Total Materials & Supplies and Purchased Services	67,207	177,007	181,483	(4,476)	-2.5%
<b>Total Expenditures</b>	<b>94,034</b>	<b>256,727</b>	<b>257,382</b>	<b>(655)</b>	<b>-0.3%</b>

Revenue**Total Revenues**

-	-	-	-	0.0%
<b>(94,034)</b>	<b>(256,727)</b>	<b>(257,382)</b>	<b>655</b>	<b>-0.3%</b>

**TOTAL ADMINISTRATION OFFICE FACILITY****CONSTRUCTION**Expenditures

Salaries and Benefits	70,540	181,932	177,262	4,670	2.6%
Total Materials & Supplies and Purchased Services	28,991	116,891	131,000	(14,109)	-10.8%
<b>Total Expenditures</b>	<b>99,531</b>	<b>298,823</b>	<b>308,262</b>	<b>(9,439)</b>	<b>-3.1%</b>

Revenue

## Chargeback Recoveries

**Total Revenues**

16,300	48,900	48,900	-	0.0%
16,300	48,900	48,900	-	0.0%
<b>(83,231)</b>	<b>(249,923)</b>	<b>(259,362)</b>	<b>9,439</b>	<b>-3.6%</b>

**TOTAL CONSTRUCTION**

**PROJECT MANAGEMENT**

<u>Expenditures</u>					
Salaries and Benefits	34,811	111,477	104,821	6,656	6.3%
Total Materials & Supplies and Purchased Services	3,964	10,764	13,500	(2,736)	-20.3%
<b>Total Expenditures</b>	<b>38,775</b>	<b>122,241</b>	<b>118,321</b>	<b>3,920</b>	<b>3.3%</b>
<u>Revenue</u>					
Chargeback Recoveries	17,368	52,100	52,100	-	0.0%
<b>Total Revenues</b>	<b>17,368</b>	<b>52,100</b>	<b>52,100</b>	<b>-</b>	<b>0.0%</b>
<b>TOTAL PROJECT MANAGEMENT</b>	<b>(21,407)</b>	<b>(70,141)</b>	<b>(66,221)</b>	<b>(3,920)</b>	<b>5.9%</b>

**RESTORATION**

<u>Expenditures</u>					
Salaries and Benefits	56,363	216,373	351,189	(134,816)	-38.4%
Total Materials & Supplies and Purchased Services	2,373	41,253	196,945	(155,692)	-79.1%
Transfer to Stewardship & Restoration Reserve	-	97,800	-	97,800	0.0%
<b>Total Expenditures</b>	<b>15 58,735</b>	<b>355,426</b>	<b>548,134</b>	<b>(192,708)</b>	<b>-35.2%</b>
<u>Revenue</u>					
Program Revenue	-	-	57,725	(57,725)	-100.0%
Chargeback Recoveries	-	240,834	375,817	(134,983)	-35.9%
<b>Total Revenues</b>	<b>15 -</b>	<b>240,834</b>	<b>433,542</b>	<b>(192,708)</b>	<b>-44.4%</b>
<b>TOTAL RESTORATION</b>	<b>(58,735)</b>	<b>(114,592)</b>	<b>(114,592)</b>	<b>0</b>	<b>0.0%</b>
<b>TOTAL PROJECT MANAGEMENT OFFICE</b>	<b>(257,407)</b>	<b>(691,383)</b>	<b>(697,557)</b>	<b>6,174</b>	<b>-0.9%</b>

**WMSS OPERATIONS****PROPERTY MANAGEMENT**

<u>Expenditures</u>					
Salaries and Benefits	4,254	11,900	11,900	-	0.0%
Total Materials & Supplies and Purchased Services	55,106	104,351	106,900	(2,549)	-2.4%
<b>Total Expenditures</b>	<b>59,360</b>	<b>116,251</b>	<b>118,800</b>	<b>(2,549)</b>	<b>-2.1%</b>
<u>Revenue</u>					
Program Revenue	49,406	57,800	57,800	-	0.0%
Chargeback Recoveries	33,068	99,200	99,200	-	0.0%
<b>Total Revenues</b>	<b>82,474</b>	<b>157,000</b>	<b>157,000</b>	<b>-</b>	<b>0.0%</b>
<b>TOTAL PROPERTY MANAGEMENT</b>	<b>23,113</b>	<b>40,749</b>	<b>38,200</b>	<b>2,549</b>	<b>6.7%</b>

**FORESTRY**

<u>Expenditures</u>					
Salaries and Benefits	119,969	422,522	468,338	(45,816)	-9.8%
Total Materials & Supplies, Purchased Services and Financial	6,162	30,462	34,600	(4,138)	-12.0%
<b>Total Expenditures</b>	<b>126,131</b>	<b>452,984</b>	<b>502,938</b>	<b>(49,954)</b>	<b>-9.9%</b>
<u>Revenue</u>					
Program Revenue	-	35,000	35,000	-	0.0%
Municipal Funding	4,095	69,095	82,000	(12,905)	-15.7%
<b>Total Revenues</b>	<b>4,095</b>	<b>104,095</b>	<b>117,000</b>	<b>(12,905)</b>	<b>-11.0%</b>
<b>TOTAL FORESTRY</b>	<b>(122,036)</b>	<b>(348,889)</b>	<b>(385,938)</b>	<b>37,049</b>	<b>-9.6%</b>

**SECURITY**

<u>Expenditures</u>					
Salaries and Benefits	103,487	313,588	284,697	28,891	10.0%
Total Materials & Supplies and Purchased Services	1,253	4,053	3,500	553	15.8%
<b>Total Expenditures</b>	<b>104,740</b>	<b>317,641</b>	<b>288,197</b>	<b>29,444</b>	<b>10.2%</b>
<u>Revenue</u>					
Program Revenue	33,068	99,200	99,200	-	0.0%
<b>Total Revenues</b>	<b>33,068</b>	<b>99,200</b>	<b>99,200</b>	<b>-</b>	<b>0.0%</b>
<b>TOTAL SECURITY</b>	<b>(71,672)</b>	<b>(218,441)</b>	<b>(188,997)</b>	<b>(29,444)</b>	<b>15.6%</b>

#### WATERSHED MANAGEMENT & SUPPORT SERVICES VEHICLES

<u>Expenditures</u>					
Salaries and Benefits	17	-	-	22,400	(22,400) -100.0%
Total Materials & Supplies and Purchased Services		49,583	160,583	170,539	(9,956) -5.8%
<b>Total Expenditures</b>		49,583	160,583	192,939	(32,356) -16.8%
<u>Revenue</u>					
<b>Total Revenues</b>		-	-	-	0.0%
<b>TOTAL WMSS VEHICLES</b>		<b>(49,583)</b>	<b>(160,583)</b>	<b>(192,939)</b>	<b>32,356 -16.8%</b>
<b>TOTAL WMSS OPERATIONS</b>		<b>(220,178)</b>	<b>(687,164)</b>	<b>(729,674)</b>	<b>42,510 -5.8%</b>

#### PARTNERSHIP PROJECTS - SCIENCE & PARTNERSHIPS AND PROJECT MANAGEMENT OFFICE

<u>Expenditures</u>					
Salaries and Benefits		22,270	350,342	320,540	29,802 9.3%
Total Materials & Supplies and Purchased Services		38,249	621,407	358,423	262,984 73.4%
<b>Total Expenditures</b>	18	60,518	971,748	678,963	292,785 43.1%
<u>Revenue</u>					
Program Revenue		18,046	863,820	484,140	379,680 78.4%
Provincial Funding		38,134	66,091	92,573	(26,482) -28.6%
Federal Funding		4,338	41,838	102,250	(60,412) -59.1%
<b>Total Revenues</b>	18	60,518	971,748	678,963	292,785 43.1%
<b>TOTAL PARTNERSHIP PROJECTS</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>- 0.0%</b>
<b>TOTAL WMSS REVENUE</b>		<b>2,908,091</b>	<b>16,184,542</b>	<b>16,383,476</b>	<b>(198,934) -1.2%</b>
<b>TOTAL WMSS EXPENDITURES</b>		<b>4,130,409</b>	<b>15,882,641</b>	<b>16,383,476</b>	<b>(500,835) -3.1%</b>
<b>TOTAL</b>		<b>1,222,318</b>	<b>(301,902)</b>	<b>-</b>	<b>(301,902) 0.0%</b>

**CONSERVATION AREAS****VEHICLES**

Expenditures					
Salaries and Benefits	-	-	-	-	0.0%
Total Materials & Supplies and Purchased Services	45,295	109,095	109,890	(795)	-0.7%
<b>Total Expenditures</b>	<b>45,295</b>	<b>109,095</b>	<b>109,890</b>	<b>(795)</b>	<b>-0.7%</b>
Revenue					
<b>Total Revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
<b>TOTAL VEHICLES</b>	<b>(45,295)</b>	<b>(109,095)</b>	<b>(109,890)</b>	<b>795</b>	<b>-0.7%</b>

**CONSERVATION AREAS ADMINISTRATION**

Expenditures					
Salaries and Benefits	44,227	135,654	155,943	(20,289)	-13.0%
Total Materials & Supplies and Purchased Services	94,849	405,700	653,700	(248,000)	-37.9%
<b>Total Expenditures</b>	<b>139,076</b>	<b>541,354</b>	<b>809,643</b>	<b>(268,289)</b>	<b>-33.1%</b>
Revenue					
Program Revenue	290,576	969,608	942,600	27,008	2.9%
<b>Total Revenues</b>	<b>290,576</b>	<b>969,608</b>	<b>942,600</b>	<b>27,008</b>	<b>2.9%</b>
<b>TOTAL CONSERVATION AREAS ADMINISTRATION</b>	<b>151,500</b>	<b>428,254</b>	<b>132,957</b>	<b>295,297</b>	<b>222.1%</b>

**CHARGEBACKS**

Expenditures					
Chargeback WMSS to Conservation Areas	346,040	974,400	1,038,100	(63,700)	-6.1%
<b>Total Expenditures</b>	<b>346,040</b>	<b>974,400</b>	<b>1,038,100</b>	<b>(63,700)</b>	<b>-6.1%</b>
Revenue					
<b>Total Revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
<b>TOTAL CHARGEBACKS</b>	<b>(346,040)</b>	<b>(974,400)</b>	<b>(1,038,100)</b>	<b>63,700</b>	<b>-6.1%</b>

**CRAWFORD LAKE/MOUNTSBERG/ROBERT EDMONDSON**Expenditures

Salaries and Benefits	540,546	1,580,906	1,652,223	(71,317)	-4.3%
Total Materials & Supplies, Purchased Services and Financial	213,157	481,757	525,800	(44,043)	-8.4%
<b>Total Expenditures</b>	<b>753,704</b>	<b>2,062,664</b>	<b>2,178,023</b>	<b>(115,359)</b>	<b>-5.3%</b>

Revenue

Program Revenue	685,356	1,900,356	2,013,300	(112,944)	-5.6%
Municipal Funding	-	240,000	240,000	-	0.0%
<b>Total Revenues</b>	<b>685,356</b>	<b>2,140,356</b>	<b>2,253,300</b>	<b>(112,944)</b>	<b>-5.0%</b>

**TOTAL CRAWFORD LAKE/MOUNTSBERG/ROBERT EDMONDSON**

<b>(68,347)</b>	<b>77,693</b>	<b>75,277</b>	<b>2,416</b>	<b>3.2%</b>
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**KELSO/GLEN EDEN**Expenditures

Salaries and Benefits	2,349,352	5,213,822	4,899,302	314,520	6.4%
Total Materials & Supplies, Purchased Services and Financial	1,276,208	2,740,436	2,552,862	187,574	7.3%
<b>Total Expenditures</b>	<b>3,625,560</b>	<b>7,954,258</b>	<b>7,452,164</b>	<b>502,094</b>	<b>6.7%</b>

Revenue

Program Revenue	6,624,189	9,147,889	8,696,250	451,639	5.2%
<b>Total Revenues</b>	<b>6,624,189</b>	<b>9,147,889</b>	<b>8,696,250</b>	<b>451,639</b>	<b>5.2%</b>

**TOTAL KELSO/GLEN EDEN**

<b>2,998,629</b>	<b>1,193,631</b>	<b>1,244,086</b>	<b>(50,455)</b>	<b>-4.1%</b>
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**HILTON FALLS/MOUNT NEMO/RATTLESNAKE**

<u>Expenditures</u>					
Salaries and Benefits	193,312	641,385	631,330	10,055	1.6%
Total Materials & Supplies, Purchased Services and Financial	26,022	93,922	101,800	(7,878)	-7.7%
<b>Total Expenditures</b>	<b>219,334</b>	<b>735,307</b>	<b>733,130</b>	<b>2,177</b>	<b>0.3%</b>
<u>Revenue</u>					
Program Revenue	173,259	1,029,759	907,500	122,259	13.5%
<b>Total Revenues</b>	<b>173,259</b>	<b>1,029,759</b>	<b>907,500</b>	<b>122,259</b>	<b>13.5%</b>
<b>TOTAL HILTON FALLS/MOUNT NEMO/RATTLESNAKE</b>	<b>(46,075)</b>	<b>294,452</b>	<b>174,370</b>	<b>120,082</b>	<b>68.9%</b>
<b>TRANSFER TO CONSERVATION AREA RESERVES</b>	<b>(2,644,372)</b>	<b>(910,534)</b>	<b>(478,700)</b>	<b>(431,834)</b>	<b>90.2%</b>
<b>TOTAL CONSERVATION AREAS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
<b>TOTAL CONSERVATION AREAS REVENUE</b>	<b>7,773,380</b>	<b>13,287,612</b>	<b>12,799,650</b>	<b>487,962</b>	<b>3.8%</b>
<b>TOTAL CONSERVATION AREAS EXPENDITURES</b>	<b>5,129,008</b>	<b>12,377,078</b>	<b>12,320,950</b>	<b>56,128</b>	<b>0.5%</b>
<b>TOTAL</b>	<b>(2,644,372)</b>	<b>(910,534)</b>	<b>(478,700)</b>	<b>(431,834)</b>	<b>90.2%</b>

**CONSERVATION HALTON  
CAPITAL PROGRAM BUDGET VARIANCE REPORT  
FOR THE PERIOD ENDED APRIL 30, 2019**

Capital Project Description	Budget Prior Years	2019 Budget & Project Increase	2019 Budget Incr./Decr.	Report Note.	Total Capital Budget	Prior Years Capital Costs	2019 Capital Costs	Life to Date Capital Costs	Budget Unspent	Project to be Closed	Capital Project Funding
<b>Watershed Management &amp; Support Services (WMSS)</b>											
Kelso Dam - Rehabilitation Repairs	\$8,365,000				\$8,365,000	\$1,171,052	\$4,282,388	\$5,453,440	\$2,911,560		50% MNRF; 50% Mun. Debt Financing
Kelso Dam - 10" bypass valve	\$40,500				40,500	\$10,458	32,479	42,937	(2,437)	Close	50% MNRF; 50% Reserve
Kelso Dam - 10 ft lift gates	\$79,000				79,000	\$22,784	67,578	90,362	(11,362)	Close	50% MNRF; 50% Reserve
Mountsberg Piezometers	\$73,500				73,500	\$3,600	54,371	57,971	15,529	Close	50% MNRF; 50% Reserve
Hilton Falls Diversion - Design, Tender Specifications & Permitting	\$58,000				58,000	\$8,569	40,715	49,284	8,716	Close	50% MNRF; 50% Reserve
Scotch Block updated DSR	\$104,000				104,000	\$51,359	46,329	97,688	6,312	Close	50% MNRF; 50% Reserve
Dam public safety assessment	\$69,000				69,000	\$52,125		52,125	16,875	Close	50% MNRF; 50% Reserve
Hilton Falls Dam Diversion Construction & Road Surface Upgrade		981,680	(891,680)	21	90,000			-	90,000		50% MNRF; 50% Reserve
Public Safety Plan Implementation		74,909	(2,909)	21	72,000			-	72,000		50% MNRF; 50% Reserve
Milton Channel Repairs		255,927			255,927			-	255,927		50% MNRF; 50% Reserve
Channel Naturalization Study		50,000			50,000			-	50,000		50% Other; 50% Reserve
Freeman Pond Flood Attenuation Assessment		25,000			25,000			-	25,000		50% MNRF; 50% Reserve
Asset Management Plan - Buildings	\$100,000				100,000	\$34,070		34,070	65,930		Reserve; Municipal
Emerald Ash Borer 2019	\$0	1,154,000			1,154,000	\$0	591,843	591,843	562,157		Municipal - EAB; Lumber sales
Flood Forecasting & Warning	\$52,541	115,000			167,541	\$0	2,320	2,320	165,221		Municipal
Floodplain Mapping - 2018	\$466,626				466,626	\$184,832	127,708	312,540	154,086		50% Federal NDMP; 50% Municipal
Floodplain Mapping - 2019		466,626			466,626	\$0	12,330	12,330	454,296		50% Federal NDMP; 50% Municipal
Integrated Watershed Management Planning	\$25,000				25,000	\$10,000		10,000	15,000		Municipal
Integrated Watershed Database Management System	\$75,000				75,000	\$31,731		31,731	43,269		Municipal
Administration Office Renovations	\$0	150,000			150,000	\$0		-	150,000		Reserves
Information Technology (IT) Infrastructure - WMSS	\$27,113	238,700			265,813	\$0	2,981	2,981	262,832		Municipal
Great Plains project module	\$35,000				35,000	\$0		-	35,000		Municipal
Ortho Imagery	\$0	60,000			60,000	\$0		-	60,000		Municipal
Program rates & fees review	\$60,000				60,000	\$51,627	4,012	55,639	4,361		Municipal
Vehicle and Equipment Replacements- WMSS	\$0	200,212			200,212	\$0	73,757	73,757	126,455		Reserve
Forest/Land Management	\$73,689				73,689	\$60,689		60,689	13,000		Deferred Municipal Revenue
Giant's Rib Geopark	\$0	100,000			100,000	\$0		-	100,000		Other funding
Kelso Quarry Building Upgrades	\$0	60,000			60,000	\$0	10,014	10,014	49,986		Building Reserve
Glenorchy	\$0	15,151			15,151	\$0		-	15,151		Other funding \$12,700, Reserves \$2,451
Speyside Weir Removal	\$31,500				31,500	\$0		-	31,500		Reserve
<b>Conservation Areas Facility &amp; Infrastructure:</b>											
Kelso/Glen Eden - Master Plan	\$115,000				115,000	\$82,861	290	83,151	31,849		Reserve
Kelso/Glen Eden - Water/Wastewater Servicing	\$579,035				579,035	\$551,236		551,236	27,799		Reserve
Kelso/Glen Eden - Ski/Snowboarding Capital Expenditures	\$0	400,000			400,000	\$0	21,452	21,452	378,548		Reserve
Facility and Infrastructure Major Maintenance	\$0	560,000			560,000	\$0	2,478	2,478	557,522		Reserve
Crawford Lake - Longhouses roof/floor replacement	\$90,000				90,000	\$73,389		73,389	16,611		Reserve
Mountsberg - Playground/barn	\$50,000				50,000	\$7,158		7,158	42,843		Reserve
Developer Contribution Works	\$0	500,000			500,000	\$0	42,191	42,191	457,809		DC funding
Foundation Funded Capital Projects	\$100,000	100,000			200,000	\$0		-	200,000		CH Foundation
Information Technology Infrastructure - Conservation Areas	\$0	36,000			36,000	\$0	1,999	1,999	34,001		Reserve
PCI Compliance	\$235,000				235,000	\$161,215	10,540	171,755	63,245		Reserve 95%; Municipal 5%
Vehicle and Equipment replacements - Conservation Areas	\$0	108,500			108,500		69,856	69,856	38,644		Reserve
<b>Total Capital Projects</b>	<b>\$10,904,504</b>	<b>\$5,651,705</b>	<b>-\$894,589</b>		<b>\$15,661,620</b>	<b>\$2,568,755</b>	<b>\$5,497,632</b>	<b>\$8,066,387</b>	<b>\$7,595,233</b>		

**REPORT TO:** Conservation Halton Board of Directors

**REPORT NO:** CHBD 07 19 07

**FROM:** Gene Matthews – Director, Parks and Operations

**DATE:** June 27<sup>th</sup>, 2019

**SUBJECT:** **Kelso / Glen Eden Soil and Groundwater Remediation Works**

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### **Recommendation**

THAT the Conservation Halton Board of Directors **approve the tender award of \$640,000 plus HST for soil and groundwater remediation works to Edgar Howden & Sons LTD. as prepared by Stantec Consulting Ltd. on behalf of Conservation Halton.**

### **Report**

As previously indicated to the Conservation Halton Board of Directors a spill of furnace oil was experienced at Glen Eden on December 24<sup>th</sup>, 2018. Stantec Consulting Ltd. was retained to oversee spill delineation and remediation works by Crawford & Company Insurance Adjusters and Charles Taylor Adjusting.

Based on preliminary delineation and monitoring, Stantec engaged a tender process to better inform potential costs to support the development and implementation of remediation works. Four potential contractors submitted bids with Edgar Howden & Sons LTD. being the lowest bidder for Table 1 Site Conditions Standards as set by the Environmental Protection Act.

Works to be completed by Edgar Howden & Sons LTD. include, but are not limited to, excavation and removal of up to 3,700 tons of material, supply and replacement of up to 3,700 tons of material, and removal and replacement of internal concrete flooring.

Before these works will be awarded, further spill delineation is occurring. This information will better inform all involved parties, including Stantec, the Technical Safety and Standards Authority, Ministry of the Environment, Conservation and Parks, Crawford & Company Insurance Adjusters, Charles Taylor Adjusting, and Conservation Halton on remediation logistics, costs, and compliance. The recommended course of action by Stantec, with influence from both insurance adjusters, is being taken in efforts to limit long-term liability concerns and decrease long term monitoring needs. The logistically challenging location of the works also influence Stantec's recommendation.

### **Financial Impact**

Conservation Halton has two insurance policies that respond this matter. The policy to respond first is the Conservation Authority of Ontario Group Insurance Program through Marsh Insurance Brokers. The policy to respond second is a Premises Pollution Liability Insurance Policy purchased specifically for Kelso / Glen Eden through Gougeon Insurance Brokers. While Conservation Halton has not

received formal indication on coverage amounts from either policy staff, remain in close contact with both brokers and the adjusters representing them. Pending certainty regarding insurance coverage, senior Parks and Operations staff have delayed approved capital projects for the ski/snowboard area in the 2019 Budget and delayed some planned projects for 2020 previously reported in the Parks and Operations 10 Year Capital Plan. This conservative approach is not expected to impact ski/snowboard infrastructure over the short term. For the 2018 financial statements, costs of \$820,000 have been recorded for initial spill delineation, remediation and future monitoring costs based on preliminary estimates.

Signed & respectfully submitted:



Gene Matthews  
Director, Parks and Operations

Approved for circulation:



Hassaan Basit  
CAO/Secretary-Treasurer

**FOR QUESTIONS ON CONTENT:**

Gene Matthews: [gmatthews@hrca.on.ca](mailto:gmatthews@hrca.on.ca)

**REPORT TO:** Board of Directors

**REPORT NO:** CHBD 07 19 08

**FROM:** Barbara J. Veale, Director, Planning and Watershed Management

**DATE:** June 27, 2019

**SUBJECT:** **Conservation Halton Client Service Standards Commitment/Policy**

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### Recommendation

THAT the Conservation Halton Board of Directors **approve the Conservation Halton Client Service Standard Commitment/Policy, dated June 27, 2019.**

### Report

A volunteer General Managers'/CAO Steering Committee working with Conservation Ontario (CO) staff is reviewing current Conservation Authority (CA) processes and identifying improvements that would support the provincial government's priorities.

To date, all 36 CAs have endorsed and committed to pursuing three key areas for improvement:

- Improve client service and accountability
- Increase speed of approvals
- Reduce regulatory burden

As part of this initiative, all CAs located in high-growth areas, including Conservation Halton (CH), have been requested to implement a consistent client-centric CA review and approval process checklist completed and publicly accessible by August.

The checklist includes:

1. Having publicly accessible agreements and policies that guide reviews and decision-making, including:
  - i. CA/Municipal MOUs or Technical Service Agreements
  - ii. CA plan review and regulation policies/guidelines
  - iii. CA Complete application requirements
  - iv. CA Fee policies and schedules
  - v. CA Client Service Standards Commitment/Policy [including for example, timelines and identification of a senior CA staff contact serving as a 'client service facilitator' for plan review and/or permit applications issue management]
2. CA Online screening maps
3. CA Annual report on review timelines

CH has implemented all of the above, except for item v. CA Client Service Standards Commitment Policy, although in practice, public commitments to targets and performance measures for client service have been set in the Strategic Plan and reported on through the Annual Report. To fulfill our

commitment to make all of the above information available to the public by August, staff recommend that the attached policy statement for client service related to planning and permitting be approved by the Board of Directors.

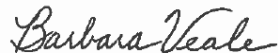
### Impact on Strategic Goals

This report supports the Metamorphosis strategic themes of Taking care of our growing communities; Protecting our natural, cultural, and scenic assets; and Protecting our natural, cultural, and scenic assets. The theme is supported by the objective to remain dedicated to ecosystem-based watershed planning that contributes to the development of sustainable rural, urban and suburban communities.

### Financial Impact

There is no financial impact to this report.

Signed & respectfully submitted:



Barbara J. Veale, Ph.D., MCIP, RPP  
Director, Planning and Watershed Management

Approved for circulation:



Hassaan Basit  
CAO/Secretary-Treasurer

**FOR QUESTIONS ON CONTENT:** Barbara J. Veale, 905.336.1158 x 2273; bveale@hrca.on.ca

## Conservation Halton Client Service Standards Commitment/Policy

### Background

Under the *Conservation Authorities Act*, Conservation Halton (CH) has a mandate to protect life and property from natural hazards such as flooding and erosion, to prevent environmental degradation and loss of natural features and their ecological and hydrological functions, and to prevent pollution of natural features and watercourses. To do this, CH undertakes a wide range of programs and services.

In the planning and development process, CH exercises its roles and responsibilities in accordance with the Province's *Policies and Procedures for Conservation Authority Plan Review and Permitting Activities (2010)*, including:

- a regulatory agency under Section 28 of the *Conservation Authorities Act*;
- a body with delegated authority, under the *Provincial Policy Statement*, to represent the 'Provincial Interest' regarding natural hazards in the review of municipal policy documents and planning applications under the *Planning Act*;
- a public commenting body under the *Planning Act* and other Acts and Provincial Plans;
- a service provider for environmental advice and technical clearance to municipalities in accordance with signed *Memoranda of Agreement*; and
- a resource management agency operating on a local watershed basis.

Pursuant to *Ontario Regulation 162/06*, CH regulates:

- all development in or adjacent to river or stream valleys, wetlands and surrounding lands where development could interfere with the hydrologic function of the wetland, Lake Ontario shorelines, and hazardous lands such as karst and any prescribed allowances;
- alterations to a river, creek, stream or watercourse; and
- interference with wetlands.

Permission is required from CH for undertaking any works within regulated areas. Any development, which in the opinion of the CA does not affect the control of flooding, erosion, pollution, conservation of land, or dynamic beaches may be approved or approved with conditions. Interference to watercourses and wetlands may be approved, approved with conditions or refused. CH's Board-approved *Policies and Guidelines for the Administration of Ontario Regulation 162/06 and Land Use Planning Policy Document (2015)* outlines the policies and technical requirements which must be met before permission may be granted. As part of a CH permit application, an applicant must demonstrate that CH's Board-approved policies and technical standards can be met.

CH provides a wide range of planning advisory services to watershed municipalities and other agencies through Memoranda of Agreement or Understanding (MOA or MOU). Staff provides technical input regarding potential environmental impacts and advice about how damaging impacts can be avoided or reduced and/or how opportunities for restoring or improving environmental features and functions can be realized. Comments apply to a range of matters including but not limited to natural hazards, natural heritage, and water quality and quantity. The terms of the agreements differ depending on the in-house staff expertise and resource issues of concern within the specific municipality or agency jurisdiction. Policy documents and planning applications are circulated to CH for review and input under the *Planning Act*.

These applications typically include:

- Official Plans and Official Plan Amendments
- Secondary/Area Plans and Infrastructure Master Plans
- Zoning By-laws and Zoning By-law Amendments
- Plans of Subdivision and Condominium
- Consents (severances and lot-line adjustments) and Minor Variances
- Site Plans

CH staff (i.e., environmental planners, regulations officers, ecologists, water resource engineers and hydrogeologists) work together on interdisciplinary teams to deliver timely and comprehensive reviews and advice to provincial agencies, municipalities and landowners across CH's jurisdiction.

### Our Commitment

Our commitment to client service is an important element of the planning and regulations programs.

For permit applications, it is our policy to:

- Return phone calls and inquiries within 24-48 hours;
- Encourage pre-consultation with applicants and ensure that all CH application requirements are clear and understood by applicants;
- Provide clear submission guidelines for technical studies and reports;
- Provide regulatory screening maps to the public;
- Keep applicants for permits under Ontario Regulation 162/06 informed regarding the status of their application;
- Provide timely reviews and approvals;
- Track review and approval times for specific permits;
- Work toward on-line permit submissions; and
- Seek continuous process improvements.

Further, our targets are to:

- Notify applicants within 21 days regarding the completeness of their permit application;
- Review technical documents/submissions within 6 weeks;
- Approve minor permits that meet policy requirements within 30 days; and
- Approve major permits that meet policy requirements within 90 days.

For planning applications, it is our policy to:

- Return phone calls and inquiries within 24-48 hours;
- Work with municipal staff to streamline plan review processes;
- Participate actively in pre-consultation meetings;
- Provide clear submission guidelines for technical studies and reports;
- Provide timely reviews of applications and technical studies;
- Track files and review times for specific applications; and
- Seek continuous process improvements with municipalities.

Further, our targets are to:

- Review technical documents/submissions within 6 weeks;
- Provide comments on planning applications according to the MOU or MOA to municipalities by the specified date due or within the time frames specified in agreements; and
- Review technical documents/submissions and provide technical comments according to the MOU or MOA to municipalities within 6 weeks.

**For public information and transparency**, it is our policy to post the following to the CH website:

- CA/Municipal MOUs or Technical Service Agreements (<https://www.conservationhalton.ca/memoranda-of-understanding>)
  - Region of Halton
  - City of Hamilton
  - Peel Region
  - County of Wellington
- CA plan review and regulation approvals policies/guidelines, including current and subsequent Board-approved versions (<https://www.conservationhalton.ca/policies-and-guidelines>):
  - *Policies and Guidelines for the Administration of Ontario Regulation 162/06 and Land Use Planning Policy Document (2015);*
  - *Policies and Guidelines for the Administration of Ontario Regulation 162/06 and Land Use Planning Policy Document - Update to Shorelines Policies – Sections 3.41 to 3.50 (inclusive) (December 2015); and*
  - *Conservation Halton Large Fill Policy and Procedural Guidelines, (December 2016)*
- CA Complete application requirements (checklists) (<https://www.conservationhalton.ca/permit-review-process>)
- Current CA Fee policies and schedules (<https://www.conservationhalton.ca/plan-review-fees>; <https://www.conservationhalton.ca/permit-fees>)
- CA Online screening maps (<https://conservationhalton-camaps.opendata.arcgis.com/pages/web-maps>)
- CA Annual report on review timelines (<https://www.conservationhalton.ca/annualreport>)

**For Issue Management** on planning and permit files, it is our policy to apply the following protocol:

- The file manager and/or Coordinator will resolve file issues by working with the municipality/applicant to find solutions which are supported by CH policies and MOUs/MOAs;
- If a resolution is not achieved, the Sr. Manager, Planning and Regulations or Director, Planning and Watershed Management will act as the 'client service facilitator';
- If not satisfied with a decision on whether a permit application is deemed complete, the applicant can request an administrative review by the Chief Administrative Officer (CAO) and then if not satisfied, by the CH Board of Directors. This review will be limited to a complete application policy review and not the technical merits of the application; and
- If a decision on a permit application has not been rendered by the CA within the appropriate timeframe (i.e., 30 days for minor applications / 90 days for major applications), the applicant can submit a request for administrative review by CAO and then if not satisfied, by the CA Board of Directors.
- Any dispute of fee calculations that cannot be resolved through consultation with CH's Senior Manager, Planning & Regulations, Director of Planning and Watershed Management, and/or CAO's office, can be appealed to the CH Board of Directors.

**REPORT TO:** Board of Directors

**REPORT NO: #** 07 19 09

**FROM:** Nigel Finney, Project Manager, Restoration & Conservation

**DATE:** June 27, 2018

**SUBJECT:** **Sixteen Mile Creek Restoration Works - Funding Agreement**

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### Recommendation

THAT the Conservation Halton Board of Directors **approve the Sixteen Mile Creek Restoration Works Funding Agreement as attached and authorize the Chief Administrative Officer to sign the agreement on behalf of Conservation Halton.**

### Report

Conservation Halton is a leader in ecological restoration and has committed to increasing the number of floodplain, wetland and watercourse restoration projects by 5-10 percent. To work towards this target and further build internal knowledge and capacity, Conservation Halton has the opportunity to project manage a significant portion of a restoration project in Milton on behalf of the Milton Phase 3 Landowners Group (MP3LG). The project, preliminary valued at \$4.1 million, would be undertaken at full cost recovery from the landowners group and would be planned and implemented from 2019 to 2024.

The entire project, located along the Sixteen Mile Creek valley corridor within the Boyne Survey Area, would see strategic improvements through the restoration of key natural heritage features and functions. This includes the restoration of new treed and open wetlands, floodplain forests, native meadows and several significant wildlife habitat features. On a regional landscape, this initiative would see the valley enhanced and restored to achieve a stronger natural corridor linking Milton and Oakville and further strengthen the resiliency of the watershed. The entire project would contribute to the protection of over 50 hectares of restored and enhanced natural area with forest cover increased by 25% within the study area.

Through the Town of Milton's planning process for the Boyne Survey Lands it was determined that the Sixteen Mile Creek Valley within the study area would be restored and enhanced. Design objectives and principles for the Restoration Plan were developed within the Functional Servicing Environmental Management Strategy (FSEMS). The Milton Phase 3 Landowners Group have prepared a Subwatershed Impact Study (SIS) for Areas 5A, 5B and 6 of the Boyne Survey Lands, Phase 3 in the Town of Milton. The SIS contains a Sixteen Mile Creek Ecological Restoration Master Plan (the "Master Plan") which addresses the principles outlined in FSEMS. The Master Plan addresses ecosystem restoration and enhancement concepts for the Sixteen Mile Creek corridor which is the largest concentration of natural heritage features within the Boyne Secondary Plan Area.

The landowners group began discussions with Conservation Halton in 2016 to explore the opportunity for the authority to undertake project management of the restoration works within the valley. MP3LG has proposed to manage the restoration projects above stable top of bank and elements that tie into stormwater management outfalls while Conservation Halton would manage floodplain and valley restoration projects and associated monitoring requirements.

The Conservation Halton managed restoration areas include the following treatments:

- 3.59 hectares Floodplain Wetland Restoration
- 1.28 hectares Floodplain Pit and Mound Forest Restoration
- 0.39 hectares Forest Slope Restoration
- 2.39 hectares Open Native Habitat Restoration
- 5 New Wetlands
- 12 Specialized Wildlife Habitat Features
- Invasive Species Management

In June 2018 the Board approved the Letter of Intent for the project which outlined the basis for the development of the funding agreement.

Entering into a formal agreement to undertake portions of the Master Plan is independent of Conservation Halton's permitting application process related to the project.

The opportunity would provide to Conservation Halton significant investments in internal skills, project management experience, and would further position the authority as an accomplished and effective leader in ecological restoration project management.

### Impact on Strategic Goals

This report supports the Metamorphosis strategic theme of protecting our natural, cultural, and scenic assets. This theme is supported by the objective to strengthen conservation, restoration and responsible management of natural resources with a focus on evidence-based programs. This report also supports the objective to enhance collaboration between the conservation authority, developers, and municipalities through mutually beneficial partnership initiatives.

### Financial Impact

Costs associated with implementing this initiative will be fully recovered through funding and financing conditions in the Funding Agreement with the Milton Phase 3 Landowners Group.

Signed & respectfully submitted:

Approved for circulation:



Nigel Finney  
Project Manager, Restoration & Conservation



Hassaan Basit  
CAO/Secretary-Treasurer

**FOR QUESTIONS ON CONTENT:** Nigel Finney, 905.336.1158 x 2035; nfinney@hrca.on.ca

**MP3 / CONSERVATION HALTON -  
16 MILE CREEK RESTORATION WORKS  
FUNDING AGREEMENT**

**THIS AGREEMENT** made and effective as of the ● day of ●, 2019.

**BETWEEN:**

**THE HALTON REGION CONSERVATION  
AUTHORITY**

**and**

**PONY PINES DEVELOPMENT INC.**

**and**

**MATTAMY (MILTON WEST) LIMITED**

**and**

**MATTAMY (WILLMOTT) LIMITED**

**and**

**MATTAMY (BROWNRIDGE) LIMITED**

**and**

**MILTON III-75 LAND LIMITED**

**and**

**MAIN SAIL ESTATES INC.**

**and**

**WEST COUNTRY MILTON PROPERTIES  
LTD.**

**and**

**SUNDIAL HOMES (3<sup>RD</sup> LINE) LIMITED**

**and**

**PRIMONT HOMES (MILTON) INC.**

2  
and

BRANTHAVEN CAIVAN INC.

and

1045502 ONTARIO LIMITED

and

1048605 ONTARIO LIMITED

and

SHADYBROOK DEVELOPMENT INC.

and

STEVENSON LAND DEVELOPMENT INC.

and

GULFBECK DEVELOPMENTS INC.

and

MISTBURN ESTATES INC.

and

SUNSET LAND DEVELOPMENT CORP.

and

SUNDIAL HOMES (4<sup>TH</sup> LINE) LIMITED

and

MIL CON THREE DEVELOPMENTS  
LIMITED

and

AHMADIYYA MUSLIM JAMA'AT CANADA  
INC.

and

MP3 COST SHARING TRUSTEE INC.

**WHEREAS:**

- I. The Owners are the registered owners of the lands described in Schedule "A" and as shown on Schedule "B" to this Agreement, in the Town of Milton, in the Regional Municipality of Halton, all such land in an area of the Town known as "Boyne Survey";
- II. The Owners have agreed with the Town of Milton to facilitate the construction of an east-west crossing of 16 Mile Creek at Whitlock Road (the "**16 Mile Creek Crossing**");
- III. Construction of the 16 Mile Creek Crossing is anticipated to occur from 2019 to 2023 (including the Guaranteed Maintenance Period);
- IV. As a result of the construction of the 16 Mile Creek Crossing, and in accordance with the requirements of the Functional Stormwater and Environmental Management Strategy for Boyne Survey ("**FSEMS**"), the "Subwatershed Impact Study for Areas 5A, 5B, and 6 Boyne Survey Lands, Phase 3" and "Restoration Framework: Stream Corridors and Natural Areas Buffers for the Boyne and Derry Green Sub-watershed of Sixteen Mile and Indian Creeks", it is appropriate to undertake the Restoration Works, as defined in this Agreement
- v. The Owners find it expedient and desirable that certain of the Restoration Works which are not tied to a specific development application or the 16 Mile Creek crossing be designed and constructed by the Halton Region Conservation Authority at the cost of the Owners;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of good and other valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the Parties hereto to each of the other Parties hereto, the receipt whereof is hereby acknowledged, the Parties hereto hereby covenant, promise and agree with each other as follows:

**PART 1 - DEFINITIONS AND GENERAL PROVISIONS****Definitions**

1. In this Agreement including in the recitals above,

"**16 Mile Creek Crossing**" shall have the meaning ascribed thereto in Recital II. hereinabove;

"**Agreement**" means this Agreement;

“**Assumption**” and “**Assumed**” means the final acceptance and assumption of the CH Works by the Town, whereby the CH Works are assumed by the Town;

“**Business Day**” means any day other than a Saturday, Sunday or statutory holiday;

“**CH**” means The Halton Region Conservation Authority, also known as Conservation Halton;

“**CH Works**” shall have the meaning ascribed thereto in Section 6(3) of this Agreement, and the Schedules attached hereto;

“**Completion**” has the same meaning as set out in subsection 2(3) of the *Construction Act*, R.S.O. 1990, c. C.30, and as confirmed by the Town;

“**Estimated Costs**” shall have the meaning ascribed thereto in Section 18 of this Agreement;

“**Guaranteed Maintenance Period**” shall have the meaning ascribed thereto in Section 10 (xv) of this Agreement;

“**IO**” means the Province of Ontario, as represented by Infrastructure Ontario;

“**IO Lands**” means those lands owned by IO which are required for the completion of the Restoration Works;

“**Landowners’ Works**” shall have the meaning ascribed thereto in Section 6(8) of this Agreement;

“**Master Plan**” means the 16 Mile Creek Ecological Restoration Master Plan which was approved with the “Boyne Area 5A, 5B, 6 Subwatershed Impact Study” dated September 2018 and approved by all applicable authorities on November 7, 2018, a copy of which is attached hereto as Schedule “D”;

“**Monitoring Strategy**” shall have the meaning ascribed thereto in Section 25 of this Agreement;

“**MP3 CSA**” shall mean the Milton Phase 3 (Boyne Survey) Cost Sharing Agreement dated June 12, 2015 (as same may be amended from time to time);

“**Owners**” means collectively, all of the Parties to this Agreement except for CH and the Trustee;

“**Owners’ Lands**” means the lands in Town of Milton title to which is vested in the Owners, and which are more particularly described in Schedule “A” and shown on Schedule “B” to this Agreement;

“**Party**” shall mean any of the parties/entities who are signatories to this Agreement, and

“**Parties**” shall mean all of such signatories;

“**Project**” means the management, design, approval and implementation of the Restoration Works;

**“Project Manager”** means the manager appointed by CH as project manager/head engineer to manage the CH Works. As at the date of this Agreement CH has retained Nigel Finney as Project Manager. If CH changes the Project Manager for any reason during the CH Works it shall ensure that the new Project Manager is an individual or firm with demonstrated experience in managing a project of this nature, and shall immediately notify the Owners of such change.

**“Restoration Works”** means the implementation of ecological restoration works for 16 Mile Creek, as specified and illustrated in the Master Plan, and all other work undertaken by or on behalf of CH or the Owner, for the delivery of the Project;

**“Security”** shall have the meaning ascribed thereto in Section 21 of this Agreement;

**“Substantial Performance”** has the same meaning as set out in subsection 2(1) of the *Construction Act*, R.S.O. 1990, c. C.30, and as confirmed by the Town;

**“Trustee”** means that person engaged by the Owners to act as Trustee for the Owners for the purposes of administering the Owners’ obligations and interests under this Agreement and until amended by the Owners, the Trustee shall be MP3 Cost Sharing Trustee Inc.;

**“Work Plan”** means the proposed work plan for the completion of the Master Plan and the Restoration Works, which stipulates roles and responsibilities, a copy of which is attached hereto as Schedule “C”.

#### **General Matters**

2. The statements contained in the recitals, which are to be read as an integral part of this Agreement, are true and correct.
3. The Lands owned by the Owners are described and listed in Schedule “A” and are shown on Schedule “B” attached hereto.
4. Unless otherwise specified, all amounts payable pursuant to this Agreement and in respect of the Project are exclusive of Harmonized Sales Tax (“**H.S.T.**”), and the Owners shall pay all applicable H.S.T. in addition to the amounts set out herein. The Owner acknowledges that no Reimbursement shall be received and/or payable in respect of H.S.T. for the Project.
5. The following H.S.T. provisions apply:
  - (1) CH will, at all times, be complying with Revenue Canada’s applicable H.S.T. legislation and rules.
  - (2) The eligible input tax credit for the H.S.T. paid by the Trustee on behalf of the Owners for any and all of the contracts anticipated

to be awarded for the costs of the Restoration Works is to be reported to Revenue Canada by the Owners.

## **PART 2 - RESTORATION WORKS**

### **Implementation of the Project & Construction of the Restoration Works**

6. The following provisions apply to the Project:
  - (1) The Owners and CH will coordinate the implementation of the Restoration Works in accordance with the Master Plan.
  - (2) The implementation of the Master Plan and the Restoration Works shall be substantially completed in accordance with the Work Plan. The Work Plan will be revisited from time to time as the Project progresses through the design, approval and construction stages. The Owners and CH will work cooperatively to implement the actions as set out in the Work Plan in accordance with the responsibilities set out therein.
  - (3) Based upon the approved Master Plan, the works that are to be completed by CH are anticipated to comprise the components that are listed in the Work Plan and graphically shown on Schedule "E" attached hereto (the "**CH Works**"). For clarity, the CH Works include only those Restoration Works that are not tied to a specific development application, or the 16 Mile Creek Crossing, and the completion of the CH Works is not required to facilitate land development approvals.
  - (4) As part of the design process, detailed design drawings and tender package(s) shall be submitted by CH to the Owners for review and approval, for and during a review period of thirty (30) days, prior to bidding, to ensure consistency with the Master Plan and to alleviate any concerns related to potential conflicts of interest that may be perceived as a result of CH designing and implementing the CH Works. The Owners shall review and respond to CH with respect to the design and tender package within thirty (30) days of submission of the complete package by CH as aforesaid.
  - (5) All bidding for the CH Works shall follow the requirements of CH procedures and policies including the Conservation Halton Purchasing Policy (approved May 2015, as amended from time to time). CH and the Owners will consult and cooperate with each other with respect to the circulation and review of the bid results for the CH Works including, without limitation, list of proposed contractors, review of bid package, review of bid results and receipt of a copy of the final award of contract(s).
  - (6) Based upon the approved Master Plan, the works to be constructed by

the Owners comprise the components listed in Schedule "C" and graphically shown on Schedule "F" attached hereto (the "Landowners' Works"). For clarity, the Landowners' Works include Restoration Works that are directly linked to adjacent urban development projects and the Landowners' Works will be completed through the typical development review and approval processes on an application-by-application basis.

- (7) CH and the Owners will attend regular (i.e. monthly) coordination meetings through the course of the design, approval and implementation and construction processes for the Restoration Works. To this end, CH and the Owners shall establish a committee to coordinate, conduct and attend such meetings and to establish the agenda(s) for such meetings and other cooperative measures with respect to the implementation of the Project. The coordination committee will be comprised of members appointed by CH and members appointed by the Landowners. In addition, CH shall provide the Owners with regular (i.e. bi-annually) written reports that provide an update on the status of completion and costs incurred, and anticipated timing and costs to completion, in respect of the CH Works
- (8) The following additional provisions shall apply to the CH Works:
  - (i) CH shall be responsible for design and administration of construction of the CH Works, required permits and approval from the Town and other regulatory agencies. CH shall be responsible for retaining consultants and engineers and entering into any contracts required to facilitate the construction of the CH Works in accordance with the terms of this Agreement. For clarity, CH shall be the "Proponent" of the CH Works, provided that the Owners (or the Trustee on their behalf) shall execute such permit applications and authorizations, and related documentation, as may be required in order to proceed with the design and construction of the CH Works.
  - (ii) CH shall be responsible for the design of the CH Works, in accordance with Town and CH specifications. The Owners and the Town (if applicable) will be provided with the opportunity to review the design drawings and to propose appropriate changes to ensure that Town and CH specifications are met as well as to ensure consistency with the approved Master Plan. As such, CH will submit design drawings and specifications to the Owners and the Town (if applicable) for such review at first submission, second submission and any subsequent submissions until approval by the Town (if applicable) is granted and CH is satisfied that all CH specifications and requirements have been met. The CH Works shall not be awarded for construction without the Town's approval (if applicable) and Owners' approval having been obtained and satisfaction of CH requirements and specifications.

- (iii) In designing and constructing the CH Works, CH shall obtain all necessary approvals and adhere to all CH requirements as well as other governmental or regulatory requirements of the Town, Fisheries and Oceans Canada (DFO), the Ontario Ministry of Natural Resources and Forestry ("MNRF") and Ministry of Environment, Conservation and Park ("MECP") and any other relevant governmental or regulatory authority, including without restriction requirements for the comprehensive monitoring and mitigation of all construction impacts.
- (iv) CH shall be responsible for compliance with all statutes, regulations and Town by-laws, including but not limited to the Construction Act, R.S.O. 1990, c. 30 and the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1 (the "OHSA") with respect to the CH Works. Prior to commencement of construction CH and the Owners shall develop and thereafter implement a protocol for CH to report to the Owners any health and safety conditions, accidents or incidents arising from the CH Works.
- (v) CH shall also be responsible for arranging, conducting and completing all public consultations [including without limitation, establishing applicable Public Information Centre(s)] as well as First Nations consultations, as may be necessary or advisable in connection with the design, implementation and completion of the CH Works. The Owners will provide notification of the works and a copy of the proposed schedule to any adjacent landowners with properties that are situated within 120 metres of the project site (if applicable).
- (vi) In the process of administering the construction of the CH Works, CH shall use reasonable efforts to adhere to the schedule set out in the Master Plan and as required by the Town, and will provide a bi-annual written updates to the Owners that provide a summary of the progress of the CH Works, including a list of remaining components of the CH works yet to be constructed and the estimated timing for their completion. In the event that the CH Works are not proceeding in an active, diligent and expeditious manner, and/or are not completed in a timely manner so as to accommodate the timing of the completion of the Landowners' Works and/or the development of the Owners' Lands, then the Owners and CH shall discuss the matter with a view to resolving the dispute, and the Owners shall be entitled, upon no less than thirty (30) days written notice, to take over the construction and completion of the CH Works on behalf of CH, such CH Works to be completed in accordance with this Agreement (*mutatis mutandis*) and to the satisfaction of CH. In the event that the Owners take over the completion of the CH Works as aforesaid, the Owners shall either, at their option, (i) take over and assume the contracts for the completion of the CH

Works, or (ii) terminate such contracts. In the event the Owners elect to terminate a contract, the Owners shall be responsible for all costs, losses, expenses, causes of action, suits, claims, demands, and damages whatsoever, which may arise either directly or indirectly by reason of the termination. In addition, the Owners shall pay the reasonable costs for termination of CH contract staff specifically retained by CH for the CH Works. For clarity, the provisions of this Agreement related to the construction, maintenance and assumption of the CH Works shall continue to apply, *mutatis mutandis*, to the completion of the CH Works in the event that same are taken over by the Owners in accordance with the foregoing. In the event that there is a dispute with respect to the foregoing (including without limitation, as to whether CH is proceeding with the CH Works in an active, diligent and expeditious manner), such dispute shall be resolved in accordance with the dispute resolution provisions set out in Section 46 of this Agreement.

- (vii) During the construction of the CH Works, CH shall ensure that the constructor takes the steps necessary to ensure security of the construction site and that no access is available by the public to the CH Works and that signage satisfactory to the Town's Commissioner of Engineering Services (if required) is in place on and around the CH Works indicating that no trespassing or public passage is permitted. The Owners shall cooperate with CH with respect to the foregoing and shall take such steps as may reasonably requested by CH to facilitate the security of and access to the construction site as aforesaid.
- (viii) CH's contract with the Project Manager and/or project engineer shall include general supervision and resident supervision and shall require the Project Manager to certify to the Town and the Owners that the CH Works have been installed in accordance with any applicable plans and specifications approved by the Town and in accordance with good engineering practice. The contract with the Project Manager and project engineer and with any other contractors shall stipulate that the Town, CH, and/or Owners may inspect the installation of the CH Works and shall have the power to stop the work in the event that, in its reasonable opinion, adjustment to the design is required to suit actual conditions not known at the time of approval, the work is being performed in a manner that may result in a completed installation that would not be satisfactory to the Town, or the work has been commenced without the Town's approval. All design drawings shall carry the seal and signature of the engineer who is responsible for the designs.
- (ix) CH will consult with the Owners on an active and ongoing basis during the respective bid process(es) and prior to award of the contract(s), and throughout the administration of the contract(s) and completion of the CH Works, including without limitation,

the review, negotiation and approval of any unforeseen costs or contingencies which may arise during construction of the CH Work with an anticipated values in excess of twenty-five thousand dollars (\$25,000.00).

- (x) CH shall ensure that an open bidding process, is carried out in accordance with applicable CH procedures and policies. The bidding process shall be carried out by (or on behalf of) CH, and any contract(s) that shall be awarded by CH (in consultation with the Owners) shall be executed between CH and the successful bidder. The award details shall be made publicly available in the CH Board of Directors agenda.
- (xi) The selected bid(s) shall be subject to approval by the Owners prior to the decision by CH to award the bid(s). In reviewing and approving bids, Owners shall act reasonably and in compliance with applicable CH procedures and policies.
- (xii) No work shall be commenced by any contractor or sub-contractor on the CH Works until the contractor or sub-contractor has filed with CH a Certificate of General Liability Insurance in an amount satisfactory to the Owners (acting reasonably), and in full compliance with the requirements of this Agreement.
- (xiii) No work shall be commenced by any contractor or sub-contractor on the CH Works until the contractor or sub-contractor has provided CH with a Performance Bond (or similar surety acceptable to CH and the Owners) equal to 100% of the value of the construction contract.
- (xiv) Should any be required, CH shall forthwith produce copies of all contracts and change orders for the Owners' review and approval before any work commences to which any such contracts or Change Orders apply, in excess of twenty-five thousand dollars (\$25,000.00). The Owners shall provide their approval within five (5) Business Days of receipt of a request for such approval. In the event that the Owners do not respond to this request for approval within the period stated in the foregoing, the Owners shall be deemed to have approved the contract or Completed Change Order (as the case may be). Notwithstanding the foregoing, the Owners' prior approval shall not be required in the event of work required in an emergency situation, provided that CH shall provide notice of such work to the Owners as soon as is reasonably possible upon it becoming known to CH and CH shall provide copies of the contract or Change Order in respect of same within two (2) Business Days following the date of signing of such contract or Change Order.
- (xv) A Guaranteed Maintenance Period shall commence upon certification of Substantial Performance of the CH Works, or the

equivalent CH process for identifying when works are completed, and shall run for a minimum period of two (2) years ("**Guaranteed Maintenance Period**"). Following the execution of this Agreement, the parties shall prepare a schedule setting out the guidelines for the anticipated processes for the Substantial Performance and Assumption of the CH Works, which Schedule shall form part of this Agreement as Schedule "K" to be attached hereto. Such schedule may be updated and adjusted as may be required and, once approved by the Parties, such updated Schedule will be substituted as Schedule "K" to this Agreement. During the Guaranteed Maintenance Period, the contractor or sub-contractor, under the direction of CH shall maintain the CH Works in accordance with the approved drawings and specifications, and shall, at the contractor's/sub-contractor's sole expense, make good any deficiencies, imperfection or damage resulting from any cause whatsoever other than the negligence of the Owners. The nature and cause of such deficiencies, imperfections or damage and the necessity for remedial action shall be determined by the Project Manager. Notwithstanding, if there is a dispute between the Parties with respect to same then such determination shall be made by an independent engineer or other consultant to be jointly appointed by the Parties. CH shall take the action necessary to facilitate the implementation of the remedial work within ten (10) Business Days of receipt of written notice from the Town and/or the Owners and continue to work diligently to ensure that the remedial work is completed.

- (xvi) It is the intention that at the end of the Guaranteed Maintenance Period the CH Works shall be Assumed by the Town. The Owners shall be responsible for the Assumption process following Substantial Performance of the CH Works. CH shall work cooperatively with the Owners during (and otherwise with respect to) the Town's Assumption process and shall, at the request of the Owners, perform such further work at the Owner's cost and provide such technical information and such further assistance (including, without limitation, allowing the Town to conduct any inspections of the CH Works as well as to participate in ongoing consultation meetings with respect to the CH Works) as may be required as part of that process. The assumption process will commence upon Substantial Performance of works to be assumed by the Town within each individual Owner's Lands.
- (xvii) At any time prior to Assumption, if the Town or the Owners determine that any repair, replacement or other work is required to be performed to ensure the satisfactory functioning of the CH Works, CH shall initiate the necessary work within ten (10) Business Days of receipt of written notice from the Town and/or the Owners and shall continue to work diligently to facilitate the

completion of the work.

- (xviii) Notwithstanding paragraph 6(8)(xvii) hereinabove, in the event that there is a delay between the expiration of the Guaranteed Maintenance Period and the Assumption of the CH Works by the Town, and provided such delay is not caused by any delay or deficiency in the completion of the CH Works by CH or other matters arising therefrom, then the Owners shall be responsible for the monitoring, repair, replacement or other work which is required to be performed with respect to the CH Works during the period from the expiration of the Guaranteed Maintenance Period to the Assumption of the CH Works by the Town, save and except that CH shall continue to be responsible for any additional costs that may be incurred as a result of any deficiency in the design of the CH Works by CH. To the extent that any additional costs may be incurred as a result of any deficiency in the construction of the CH Works, CH will exercise and pursue all rights and remedies available in order to recover such costs from the contractor and shall pay all such recoveries to the Owners.
- (xix) CH shall provide documents listed below to the Owners following completion of the Guaranteed Maintenance Period for CH Works:
  - (A) full and complete copies of the "As-Constructed" drawings for the CH Works;
  - (B) full and complete copies of all monitoring reports, that provide a summary of the monitoring activities completed to date, with respect to the CH Works;
  - (C) satisfactory evidence of the completion and close-out of all permits and approvals related to the CH Works;
  - (D) written confirmation from the Town as to the completion of CH Works to the satisfaction of the Town;
  - (E) documentation from IO that confirms the completion, to IO's satisfaction, of the CH Works that are to be implemented on the IO Lands and the satisfaction of all obligations under the IO Agreement.

In addition to the foregoing, the Parties shall arrange for the on-site inspection(s) of the CH Works, together with the Project Manager, at the following milestones:

- following Substantial Performance of the CH Works;

- ▶ following Completion of the CH Works;
- ▶ prior to the expiration of the Guaranteed Maintenance Period; and
- ▶ prior to Assumption of the CH Works by the Town.

(xx) The Parties acknowledge that the Owners have undertaken certain studies, farming practices, plans and reports, which may be of assistance to CH in the completion of the design and construction of the CH Works, and the Owners agree to provide copies of these studies, plans and reports to CH as soon as is reasonably possible following execution of this Agreement. CH acknowledges and agrees that such studies, plans and reports will be provided for information purposes only, and that the Owners have made no representations or warranties as to the accuracy and/or completeness of same.

#### **Access for Construction**

7. The Owners shall provide CH, and its agents, with permission(s) to enter the Owners' Lands for the purposes of allowing CH to construct and monitor the CH Works. Such permission(s) to enter shall be in substantially the form attached hereto as Schedule "G".
8. The Owners shall provide CH with access to construction staging area(s) that may be required to be located on the Owners' Lands. The size, location and duration of occupancy of such construction staging area(s) shall be agreed upon between the Parties once the specific details related to the methods and requirements for construction of the CH Works have been confirmed, and shall otherwise be on the same terms as the permission to enter referred to in paragraph 7 hereinabove. A figure that illustrates the anticipated location(s), size(s) and route(s) of access to the staging area(s), as of the date of this Agreement, is attached hereto as Schedule "H". Such figure will be updated and adjusted as may be required, and, once approved by both Parties, such updated figure will be substituted as Schedule "H" to this Agreement. CH will not be responsible for the restoration of staging area(s) and/or access route(s) upon the completion of construction, however CH shall be responsible for the repair and remediation of any damage to and/or contamination of such staging area(s) and/or adjacent lands, and shall leave the said staging area(s) and access route(s) in substantially the same condition as existed prior to the entry thereon by CH.
9. [INTENTIONALLY DELETED.]
10. In addition to the above, certain portions of the CH Works will be required to be completed on the IO Lands. As such, confirmation of securement of permission to enter or a license agreement will be provided by the Owners. This access agreement between the Owners and IO will name CH, and its agents, as contractors with respect to the

IO Lands and will grant CH unfettered access to the lands as required to implement the CH Works. The Trustee and the Owners will negotiate and execute the access agreement with IO, the terms of which shall be subject to CH approval. All the costs associated with the securement of the agreement shall be funded by the Owners, including all annual fees, and shall be included in costs for the "IO License Agreement Fee" set out in Schedule "J".

### **PART 3 - PAYMENT OF COSTS OF RESTORATION WORKS**

#### **Owners' Trustee**

11. The Owners shall, amongst themselves, establish a Trustee to administer the financial components of this Agreement.
12. At the time of execution of this Agreement the Trustee is MP3 Cost Sharing Trustee Inc., and has been appointed to act as such pursuant to the MP3 CSA. Full contact information for the Trustee is contained within Schedule "T" to this Agreement.
13. The Owners shall provide CH notice within one (1) Business Day upon any change in appointment of Trustee and shall provide full contact information for any such new Trustee.
14. The Trustee shall be responsible to ensure that the CH Works are fully secured as required by this Agreement and shall provide the assurances to CH with respect to the placement of such Security as required under this Agreement.
15. Where pursuant to this Agreement any payments are owed to CH by the Owners, the Trustee shall be responsible for disbursing such payments to CH on behalf of the Owners.
16. In no circumstances will any Security or payments provided for in this Agreement flow directly between the Owners and CH. All securities or payments shall all flow between the Owners and the Trustee and the Trustee and CH, with the Trustee acting as the intermediary party. Notwithstanding the foregoing, or any other provision contained herein, at the option of CH, the Trustee shall make the CH permit fee payment(s) related to the CH Works directly to the appropriate CH department, as directed by CH in writing.
17. Where this Agreement requires that CH consult with, coordinate with, obtain approval of or agreement with the Owners, the Trustee shall act as the Owners representative and the requirements of this Agreement shall be deemed satisfied if CH consults with, coordinates with, obtains approval of or agreement with the Trustee.

#### **Cost of and Security for the Restoration Works**

18. The Owners shall fund and finance one hundred percent (100%) of all costs associated with this Agreement, including without restriction all costs associated with the CH Works, project management, review and approval, design, permitting, construction, repair, maintenance, assumption and monitoring (subject to paragraph 34 hereinbelow) (the **"Costs of the CH Works"**). All costs related to rectification of deficiencies in the CH Works shall be the sole responsibility of the contractor, provided that, if required, the Owners shall initially find such costs as may be required in order to have the work completed, and CH will exercise and pursue all rights and remedies available in order to recover such costs from the contractor and shall pay all such recoveries to the Owners (via the Trustee).
19. The preliminary estimate of the Costs of the CH Works are attached as Schedule "J" attached hereto (together with any updates to estimates described in paragraph 20, the **"Estimated Costs"**).
20. Updates to the Estimated Costs shall be coordinated and approved from time-to-time by CH and the Owners at the following milestones:
  - ▶ At the time of each detailed design submission (1st, 2nd, Final)
  - ▶ At the time of each bid award for CH Works, or any phase thereof
  - ▶ Coincident with any major change to the approved design;
  - ▶ At the time when the Monitoring Strategy is finalized or revised; and
  - ▶ At the time CH becomes aware of any major unforeseen or unaccounted for cost or increase in costs.
21. The Trustee and its solicitor (Brattys LLP) shall provide certification, satisfactory to CH, that the Owners have deposited a sufficient amount of funds to pay for the Costs of the CH Works (or applicable component thereof, as the case may be) (the **"Security"**) with the Trustee based on the updated Estimated Costs (to be updated to correspond with the final Master Plan and CH Works and approved by CH and the Owners), as follows:
  - (a) Prior to commencement of design of the First Phase of CH Works  
→10% of Estimated Costs of the CH Works;
  - (b) At issuance of bid for construction of the First Phase of CH Works  
→40% of Estimated Costs of ~~the~~ CH Works; and
  - (c) At the commencement of construction of the First Phase of CH Works  
→Balance (50%) of Estimated Costs of the CH Works.

For purposes of the foregoing, the "First Phase" of CH Works shall mean the first CH Works proceeding to implementation. Currently the First Phase is proposed to be invasive species management in 2019.

At the request of CH the Trustee shall provide copies of the Letters of Credits and/or a statement of account to confirm the Security. Updates to certification and confirmation of Security shall be provided by the Trustee within thirty (30) days of any updates to Estimated Costs.

22. The Trustee shall make payments from the Security held for the CH Works to CH, for the Costs of the CH Works incurred, within thirty (30) days of receipt of contractor/consultant progress certificates/invoices from CH, together with payment certificates issued by the Project Manager.
23. In the event a lien pursuant to Construction Act, R.S.O. 1990, c. C.30, is registered on the parts of the Owners Lands wherein the CH Works are to be constructed, CH shall take such steps as may be required in order to discharge the lien. The Trustee shall forthwith make payment from the Security of an amount sufficient to discharge the lien, but without prejudice to the rights and remedies of CH and/or the Owners with respect to the subject matter of the lien. In addition, the Owners shall be entitled to take such steps as may be necessary or advisable in order to have the said lien discharged from title to the Owners Lands.
24. For permitting or review fees that may be required to facilitate the construction of a component of the CH Works, the Trustee shall make payments within thirty (30) days of receipt of request for payment by CH with confirmation of anticipated costs associated with the required fee/permit. CH and the Owners will cooperate with the timely payment to facilitate the complete submission to the Town/agencies, including review fees.

#### **Monitoring Strategy**

25.
  - (1) CH and the Owners will work cooperatively to establish and agree upon the optimal strategy and associated costs to implement the 5-year monitoring requirement for the CH Works (the "**Monitoring Strategy**").
  - (2) For clarity the said monitoring period will commence upon Substantial Performance of the CH Works (or applicable component thereof) and shall run concurrently with the Guaranteed Maintenance Period. The Parties agree that there may be separate components of the Monitoring Strategy which are applicable to separate phases or components of the CH Works, and that the Monitoring Strategy for each such phase or component of the CH Works shall run for a period of 5 years (unless otherwise agreed to by the Parties) for such phase or component, which may result in the overlapping of Monitoring Strategy for different components of the CH Works.
  - (3) For further clarity, in accordance with Schedule "L", it is

intended that CH will generally implement the Monitoring Strategy with respect to those portions of the CH Works which are located below the development limit, and the Owners will implement the Monitoring Strategy with respect to those portions of the CH Works which are located above the development limit as part of the Landowner Works.

- (4) The process of implementing the Monitoring Strategy may evolve contingent on the schedule for implementation of the adjacent urban development projects, which is dependent upon both servicing allocation and requirements for agency approvals. A matrix that illustrates the anticipated Monitoring Strategy, as of the date of this Agreement, is attached hereto as Schedule "L". Such matrix will be updated and adjusted as may be required, and, once approved by all Parties, such updated matrix will be substituted as Schedule "L" to this Agreement.
26. The Trustee shall make payments from the Security held for the CH Works to CH, for the costs incurred for the implementation of the Monitoring Strategy, within thirty (30) days of receipt of contractor/consultant progress certificates/invoices from CH, until substantial completion of the CH Works. Notwithstanding the foregoing or any other provision contained herein, following Substantial Performance of the CH Works, the Trustee shall provide a one-time lump sum payment to CH for the balance of the estimated costs associated with the implementation of the remainder of the Monitoring Strategy that will be undertaken by CH, in full and final satisfaction of the Owners' funding obligations with respect to the Monitoring Strategy.

#### **Security for Landowners' Works**

27. Additional security (i.e. in addition to the Security under this Agreement) to address the Landowners' Works will be provided to the Town of Milton as a component of the typical land development approval process (i.e. under Town's Subdivision Agreement).

#### **Cost-Sharing Safeguards/Assurances re: Funding**

28. Each of the Owners has agreed to fund the costs associated with the Master Plan and Restoration Works pursuant to the MP3 CSA.
29. Each of the Owners must satisfy its cost-sharing obligations set out in the MP3 CSA and the Trustee must confirm to the Town that all cost-sharing obligations have been met prior to the registration of Plans of Subdivision (or other final development approval agreement).
30. The requirement for clearance from the Trustee, including

confirmation of an Owner's good standing in relation to providing security for the Restoration Work prior to registration, is already a condition of Draft Plan Approval imposed by the Town of Milton on all Owners.

31. Based on above, the current funds/securities held by the Trustee pursuant to the MP3 CSA for the Restoration Works is \$839,759, based on registrations that have occurred to September, 2018.
32. Additional funds/securities will be submitted to the Trustee as the Owners' land development program proceeds in 2019 and beyond.

#### **PART 4 - GENERAL ADMINISTRATIVE PROVISIONS**

##### **Indemnity**

33. The Owners agree to defend, indemnify and save harmless CH, its directors, officers, employees, elected officials, contractors, subcontractors, agents and representatives from all losses, actions, causes of action, suits, claims, demands, and expenses whatsoever, which may arise either directly or indirectly by reason of CH and the Owners entering into this Agreement, by reason of:
  - (1) the condition of the Owner's Lands at the time construction of the CH Works commences, including without restriction any pollution, contamination or other environmental liabilities arising out of or in connection with said condition; PROVIDED THAT CH acknowledges that there are known species of concern (i.e. Giant Hogweed) which are present, and continuing to spread, on the subject lands and documented in the Master Plan, and agrees to inform its consultants and contractors of same and to take such steps in completion of the CH Works as may be necessary or advisable in order to manage same;
  - (2) a breach by the Owners of their obligations under this Agreement;
  - (3) any CH stoppage of the Restoration Works as may be permitted pursuant to the terms of this Agreement as a result of default by the Owners;
  - (4) any claim, action or proceeding related to any loss, damage or injury related to or in connection with the Project and the Restoration

Works which are caused or contributed to by the Owners; and

- (5) any claim, action or proceedings arising out of or connected with the carrying out of CH's obligations pursuant to this Agreement, including without restriction claims under or related to the Construction Act, R.S.O. 1990 c. C.30, as amended.

Notwithstanding the above, this indemnity shall not apply to any claims, damages or losses solely attributable to the negligence of CH, its employees, agents or contractors.

For clarity, the Owners shall continue to indemnify CH for all claims, actions or proceedings which this Agreement requires CH to initiate or defend, with the intent that if this Agreement requires CH to initiate or defend an action against one of its contractors, all of CH's costs related to that claim should be covered by the Owners. For instance, if CH is required to bring a claim against a contractor for negligently constructing an aspect of the project and failing to cure the deficiency, it should be indemnified for doing so.

- 34. Without limiting the foregoing indemnity, but subject to Section 35 hereinbelow, the Trustee and Owners hereby release CH and its directors, officers, employees, elected officials, officers, representatives, agents and representatives from any liability for losses, damages, costs and claims of any kind arising out of or in connection with this Agreement.
- 35. Notwithstanding the foregoing, the Owners shall not be responsible for indemnifying CH to the extent of its own negligence or the negligence of its employees, elected officials, officers, representatives, agents, contractors, or any others for whom CH is responsible in law.
- 36. The Trustee and Owners acknowledge and agree that CH is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31. The Owners and Trustee acknowledge and agree that CH is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 and may upon request under that Act be required to disclose all or parts of this Agreement or information related to CH's performance of this Agreement, in accordance with the requirements of the Act. Notwithstanding any other clause in this Agreement, the Owners release CH from any disclosure made pursuant to the Act.
- 37. **Insurance – Operations of CH**

- (1) On the effective date of this Agreement and upon the placement, renewal, amendment, or extension of all or any part of the insurance, CH shall provide confirmation to the Trustee, on behalf of the Owners, confirmation of Commercial General Liability insurance with respect to the CH Works for a limit of no less than Five Million Dollars (\$5,000,000) per occurrence. Coverage shall include but not limited to bodily injury, personal injury, broad form property damage, products and completed operations liability, owner's and contractor's protective liability, blanket contractual liability, contingent employer's liability, non-owned automobile liability and shall include cross liability and severability of interest clauses. The Owners on whose lands the CH Works will be located, the Town and the Trustee shall be named as an additional insured with respect to liability arising out of the operations of CH related to the CH Works.
- (2) It is expected by the Trustee and the Owners that the certificates of insurance will provide proof that all insurance requirements under this section and under the following sections have been met.

**38. Insurance - Construction**

CH shall, prior to commencement of construction of the CH Works, take out or cause to take out and provide confirmation of insurance pursuant to this Agreement and maintain the required insurance in full force and effect until completion of the Guaranteed Maintenance Period of the CH Works, at its sole cost and expense. Insurance shall be secured with an insurance company that is licensed to do business in Ontario, and is acceptable to the Owners. The insurance policy shall contain an undertaking by the insurer to notify the Trustee in writing not less than sixty (60) days before any material change in coverage or cancellation of coverage. CH shall provide confirmation of insurance pursuant to this Agreement and will provide to the Trustee an original duplicate of the Certificate of Insurance as prepared by the insurer. The insurance policy shall cover as described in this Agreement – the construction, installation, repair or maintenance of the CH Works. Coverage shall include, but not be limited to:

- (1) Wrap-up general liability insurance applying to all operations of the insured and shall name CH as Named Insured, all contractors and subcontractors as Unnamed Insureds, all consultants as Unnamed Insureds (except for their professional liability) and the Trustee and the Owners as Named Insureds with respect to liability arising out of the operations of the Named Insureds. Coverage shall include but not limited to bodily injury or death, broad form property damage, products and completed operations liability, owner's and contractor's protective liability, blanket contractual liability, contingent employer's liability, non-owned automobile liability and shall include cross liability and severability of interest clauses. This policy shall contain no exclusions for damage or loss from blasting, vibration, pile driving, the removal or weakening of support, shoring, and underpinning or from any other activity or work that may be done in connection with the construction of the CH Works where commercially available. Such policy shall be written with limits of not less than Ten Million Dollars

(\$10,000,000) exclusive of interest or costs, per occurrence.

- (2) Standard OAP 1 Automobile liability insurance with an inclusive limit of liability of Five Million Dollars (\$5,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with Project and the CH Works. The policy must provide coverage for bodily injury or death or property damage arising out of the ownership, use or operation of all owned and/or leased automobiles;
- (3) Contractors Pollution Liability Insurance subject to limits of not less than Five Million Dollars (\$5,000,000) inclusive per claim and a deductible amount not greater than One Hundred Thousand Dollars (\$100,000) Coverage shall include but not limited to, bodily injury including death, property damage and remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination. The policy shall remain in force for twelve (12) months following completion of the CH Works following the end of the Guaranteed Maintenance Period. The Owners, the Trustee and the Town shall be named as an additional insured.
- (4) CH shall ensure that each professional engineer or other professional consultants retained in connection with the CH Works, carry limits and forms of professional liability as a prudent owner would reasonably require of such professionals and consultants. Such professional liability shall provide coverage for all errors and omissions made in the rendering of, or failure to render, professional services in connection with the contract for the construction of the CH Works. Upon completion of the Guaranteed Maintenance Period, the policy shall remain in force for twelve (12) months. Such coverage shall be for minimum limits of Two Million Dollars (\$2,000,000) except for the Project Manager, for which the minimum limit shall be Five Million Dollars (\$5,000,000).
- (5) "Broad Form" (all risk) covering construction equipment used for the performance of the Work and shall be in a form acceptable to the Owners and the Town (if applicable) and shall not allow subrogation claims by the Insurer against the Owners, the Trustee, or the Town and their consulting engineers.
- (6) Cargo Liability insurance insuring any and all materials, supplies, property of the Contractor/property of others/property of the Owners intended for the construction and or installation in connection with repair, completion or erection of property while in transit. The limit for any one loss is not to be less than an amount equal to the maximum value of the property being transported at any one time in the performance of the work being completed.

For clarity, with respect to Coverage 2 (Auto), 5 (Contractors Equipment),

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and 6 (Cargo) hereinabove, these policies will only cover CH's auto/contractors equipment/cargo and CH will ensure that any contractor coming on the site with any of vehicles, equipment and/or cargo will have their own insurance for their auto/contractors equipment and cargo.

(7) General Conditions:

- i. All policies of insurance stipulated herein will be with insurers acceptable to and in a form satisfactory to the Owners and the Town (if applicable).

- ii. If required by the Owners and/or the Town (if applicable), the insured shall prove to the satisfaction of the Owners and the Town (if applicable) that all premiums on such policy or policies have been paid and that all insurance is in full force and effect.
- iii. Such policies shall not be terminated, cancelled, or materially altered unless written notice of such termination, cancellation, or material alteration is given by the insurers to the Trustee and the Town (if applicable) at least sixty (60) days before the effective date thereof.
- iv. CH shall file a renewal certificate with the Trustee not later than one (1) month before the expiry date of any policy of insurance provided pursuant to this Agreement. In the event that such renewal certificate is not received, the Trustee shall be entitled to either renew the policy at the expense of the insured or to order that all work on the CH Works cease until the policy is renewed.
- v. The issuance of such a policy of insurance shall not be construed as relieving CH from the responsibility for other or later claims or claims in excess of the limits of the policy, if any, for which it may be held responsible.
- vi. The Trustee shall have the right to assume placement of the insurance program for the CH Works, in whole or in part, at CH's cost if the Trustee is not satisfied with the placement, or in the event of cancellation.
- vii. All applicable deductibles shall be at the sole expense of the Owners and/or the Contractor.

#### **CH's Costs**

- 39. (1) At the time of execution of this Agreement, the Owners shall pay to CH the Legal & Administration fee in the amount of \$50,069.17 (including H.S.T) for the preparation and administration of this Agreement.
- (2) If CH's actual legal costs are greater for the preparation of this Agreement, the Owners will be responsible for such costs and CH will submit an invoice to the Trustee for the amount in excess of the \$50,069.17 referenced above, and the Trustee shall pay such invoice within thirty (30) days of the invoice date.
- (3) Payment of the foregoing amounts shall be made by certified cheque from the Trustee payable to CH.

## Notices

40. (1) Any notice, demand, acceptance or request required to be given hereunder in writing, unless otherwise specified herein, shall be deemed to be given if either personally delivered or delivered by electronic mail or mailed by registered mail, postage prepaid, (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed to the Owners' care of the Trustee at the address set out in Schedule "I", or such change of address as the Owners have by written notification forwarded to CH, and to CH as follows:

The Halton Region Conservation Authority  
2596 Britannia  
Road West  
Burlington, ON  
L7P 0G3

Electronic Mail:  
restoration@hrca.on  
Attention: Nigel  
Finney

or such change of address as CH has by written notification forwarded to the Owners.

- (2) Any notice shall be deemed to have been given to and received by the Party to which it is addressed:
- (i) if delivered, on the date of delivery; or
  - (ii) if mailed, then on the fifth (5<sup>th</sup>) day after the mailing thereof.

## Successors

41. In the event that any Owner wishes to sell or transfer the whole or any part of its lands listed and described in Schedule "A" to this Agreement [other than to a municipal or other similar authority (for example, but without limitation, a school board), or to a homebuilder, or to a purchaser of a home or individual lot or lots for personal use] prior to the completion of the Restoration Works, such Owner shall, prior to completing any such sale or transfer, provide CH with an agreement signed by the purchaser or transferee in a form satisfactory to CH in which that Party agrees to be bound by the terms of this Agreement.

**PART 5 -  
RELEASES**

42. CH agrees that upon completion of the construction of the Restoration Works to the satisfaction of CH, CH shall deliver to the Owners an executed release from the terms of this Agreement with respect to the obligation to construct the Project.
43. CH confirms that this Agreement addresses and satisfies all requirements of CH with respect to the CH Works.

**PART 6 -  
GENERAL**

**Severability and Jurisdiction**

44. If any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or beyond the power, jurisdiction, or capacity of any Party bound hereby, such provision shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect and in such case, the Parties agree to negotiate in good faith to amend this Agreement in order to implement the intentions as set out herein. It is agreed and acknowledged by the Parties that each is satisfied as to the jurisdiction of each Party to enter into this Agreement. The Parties agree that they shall not question the jurisdiction of any Party to enter into this Agreement nor question the legality of any portion hereof, nor question the legality of any obligation created hereunder and the Parties, their successors and assigns are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction or any administrative tribunal.

**No Interference**

45. The Owners and Conservation Halton will not do or omit to do anything that would prevent, delay, hinder or obstruct the other from completing its obligations and fulfilling its agreements as contained in the Agreement. The rights and remedies provided to either of the Parties in the event of any breach or default by the other Party under the Agreement shall ensure to Party not in default or breach in addition to any rights and remedies contained herein.

**Dispute Resolution**

46. In the event of a dispute, misunderstanding or difference of opinion between the Owners and Conservation Halton relating to or arising out of this Agreement, the Parties may, upon the mutual written agreement of both of them, as applicable, agree that the matter shall be decided by arbitration at which point the arbitration shall be conducted by a single arbitrator chosen by the Parties and paid by the Owner. If the Parties are unable to agree to an arbitrator, an arbitrator shall be

appointed pursuant to the Arbitration Act, 1991, S.O. 1992, Chap. 17, as amended ("Arbitration Act"). No person shall be appointed to act as 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 the Owners or Conservation Halton. The arbitration award shall be final and binding on the Parties and shall not be subject to appeal. Each Party shall pay its own costs and one-half, or one-third, as applicable of the costs of the arbitrator. Except as maybe otherwise provided for in this Agreement, the arbitration shall proceed in accordance with the Arbitration Act.

#### **Warranty as to Capacity**

47. The Owners represent and warrant to CH as follows:

- (1) The Owners are each corporations validly subsisting under the laws of Ontario and have full corporate power and capacity to enter into this Agreement and any documents arising from this Agreement.
- (2) All necessary corporate action has been taken by each of the Owners to authorize the execution and delivery of this Agreement.
- (3) The Owners each own the lands as described in and shown on Schedule "A" and Schedule "B" to this agreement.

#### **Legislative Change**

48. References in this Agreement to any legislation (including but not limited to regulations and by-laws) or any provision thereof include such legislation or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor legislation thereto.

#### **Claims Inconsistent with Agreement**

49. The Owners hereby acknowledge that this Agreement is entered into and executed by it for the purpose of having CH act in reliance on the covenants by it contained herein and the Owners do hereby waive any right or claim which it now has or may hereinafter acquire which is inconsistent with the terms of this Agreement.

#### **Entire Agreement**

50. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof.

### **Changes to Agreement**

51. Any modifications to this Agreement shall be in a written agreement signed by all Parties. No modifications shall be effective or shall be carried out in the absence of such an agreement.

### **Further Documents**

52. CH, the Owners and the Trustee agree to execute such further documents and cause the doing of such acts and cause the execution of such further documents as are within their power as CH, the Owners or the Trustee may reasonably request be done or executed, in order to give full effect to the provisions of this Agreement.

### **Laws of Ontario**

53. This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

### **Headings and Wording**

54. The inclusion of headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
55. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

### **Time of the Essence**

56. Time shall be of the essence of this Agreement and each of its provisions.

### **Execution in Counterparts**

57. This Agreement may be executed in counterparts and delivered by facsimile or other electronic transmission and each such counterpart, whether delivered executed in its original form or by facsimile or other electronic transmission, shall be, and be deemed to be, an original instrument and all such counterparts when taken together, shall constitute one and the same document.

### **Schedules**

58. The Schedules attached hereto which form part of this Agreement are as follows:

Schedule "A"	-	Legal Description of
Owners' Lands		
Schedule "B"	-	Illustration of Owners'
Lands		
Schedule "C"	-	Work Plan
Schedule "D"	-	Master Plan

Schedule “E”	- CH Works
Schedule “F”	- Landowners’ Works
Schedule “G” to Enter	- Permission
Schedule “H” Staging Areas	- Access and
Schedule “I” Information	- Trustee Contact
Schedule “J” Costs	- Estimated Capital
Schedule “K”	- Substantial Performance/Assumption Guidelines
Schedule “L”	- Monitoring Strategy Matrix

*[BALANCE OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGES AND SCHEDULES TO FOLLOW]*

IN WITNESS WHEREOF the Parties hereto have hereunto executed this Agreement, made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**THE HALTON REGION CONSERVATION  
AUTHORITY**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**PONY PINES DEVELOPMENT INC.**

By: \_\_\_\_\_  
Name  
:  
Title:

By: \_\_\_\_\_  
Name  
:  
Title:  
I/We have authority to bind the Corporation

**MATTAMY (MILTON WEST) LIMITED**

By: \_\_\_\_\_  
Name  
:  
Title:

By: \_\_\_\_\_  
Name  
:  
Title:  
I/We have authority to bind the Corporation

**MATTAMY (WILLMOTT) LIMITED**

By: \_\_\_\_\_  
Name  
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Title:

By: \_\_\_\_\_  
Name  
:  
Title:  
I/We have authority to bind the Corporation

**MATTAMY (BROWNRIDGE) LIMITED**

By: \_\_\_\_\_  
Name  
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By: \_\_\_\_\_  
Name  
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Title:  
I/We have authority to bind the Corporation

**MILTON III - 75 LAND LIMITED**

By: \_\_\_\_\_  
Name  
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Title:

By: \_\_\_\_\_  
Name  
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Title:  
I/We have authority to bind the Corporation

**MAIN SAIL ESTATES INC.**

By: \_\_\_\_\_  
Name  
:  
Title:

By: \_\_\_\_\_  
Name  
:  
Title:  
I/We have authority to bind the Corporation

**WEST COUNTRY MILTON  
PROPERTIES LTD.**

By: \_\_\_\_\_  
Name  
:  
Title:

By: \_\_\_\_\_  
Name  
:  
Title:

I/We have authority to bind the Corporation

**SUNDIAL HOMES (3<sup>RD</sup> Line) LIMITED**

By: \_\_\_\_\_  
Name  
:  
Title:

By: \_\_\_\_\_  
Name  
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Title:

I/We have authority to bind the Corporation

**PRIMONT HOMES (MILTON) INC.**

By: \_\_\_\_\_  
Name  
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Title:

By: \_\_\_\_\_  
Name  
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Title:

I/We have authority to bind the Corporation

**BRANTHAVEN CAIVAN INC.**

By: \_\_\_\_\_  
Name  
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Title:

By: \_\_\_\_\_  
Name  
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Title:

I/We have authority to bind the Corporation

**1045502 ONTARIO LIMITED**

By: \_\_\_\_\_  
Name  
:  
Title:

By: \_\_\_\_\_  
Name  
:  
Title:

I/We have authority to bind the Corporation

**1048605 ONTARIO LIMITED**

By: \_\_\_\_\_  
Name  
:  
Title:

By: \_\_\_\_\_  
Name  
:  
Title:

I/We have authority to bind the Corporation

**SHADYBROOK DEVELOPMENT INC.**

By: \_\_\_\_\_  
Name  
:  
Title:

By: \_\_\_\_\_  
Name  
:  
Title:  
I/We have authority to bind the Corporation

**STEVENSON LAND DEVELOPMENT  
INC.**

By: \_\_\_\_\_  
Name  
:  
Title:

By: \_\_\_\_\_  
Name  
:  
Title:  
I/We have authority to bind the Corporation

**GULFBECK DEVELOPMENTS INC.**

By: \_\_\_\_\_  
Name  
:  
Title:

By: \_\_\_\_\_  
Name  
:  
Title:  
I/We have authority to bind the Corporation

**MISTBURN ESTATES INC.**

By: \_\_\_\_\_

Name

:

Title:

By: \_\_\_\_\_

Name

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Title:

I/We have authority to bind the Corporation

**SUNSET LAND DEVELOPMENT CORP.**

By: \_\_\_\_\_

Name

:

Title:

By: \_\_\_\_\_

Name

:

Title:

I/We have authority to bind the Corporation

**SUNDIAL HOMES (4<sup>TH</sup> LINE) LIMITED**

By: \_\_\_\_\_

Name

:

Title:

By: \_\_\_\_\_

Name

:

Title:

I/We have authority to bind the Corporation

**MIL CON THREE DEVELOPMENTS  
LIMITED**

By: \_\_\_\_\_  
Name  
:  
Title:

By: \_\_\_\_\_  
Name  
:  
Title:  
I/We have authority to bind the Corporation.

**AHMADIYYA MUSLIM JAMA'AT CANADA INC.**

By: \_\_\_\_\_  
Name  
:  
Title:

By: \_\_\_\_\_  
Name  
:  
Title:  
I/We have authority to bind the Corporation

**MP3 COST SHARING TRUSTEE INC.**

By:  
Name:  
Title:

By:  
Name:  
Title:  
I/We have authority to bind the Corporation

## SCHEDULE "A"

### LEGAL DESCRIPTION OF OWNERS' LANDS

**NOTE: ALL LEGAL DESCRIPTIONS TO EXCLUDE LANDS THAT ARE WITHIN REGISTERED PLANS AND HAVE BEEN TRANSFERRED TO HOMEBUYERS AND/OR MUNICIPAL OR OTHER AUTHORITIES).**

#### **Mattamy (Milton West) Limited**

P.I.N. 24935 - 6813 (LT)

Part of Lot 7, Concession 1 Trafalgar NS, designated as Part 1 on Plan 20R18894, Town of Milton, Regional Municipality of Halton.

P.I.N. 24935 - 6884 (LT)

Part of Lot 6, Concession 2 Trafalgar NS, designated as Part 1 on Plan 20R20061, Town of Milton, Regional Municipality of Halton.

#### **Mattamy (Willmott) Limited**

P.I.N. 24935 - 6682 (LT)

Part of Lot 8, Concession 2 NS, designated as Part 1 on Plan 20R18877, Save and Except Part 2 on Plan 20R19807 and Part 1 on Expropriation Plan HR1179292, Town of Milton, Regional Municipality of Halton.

#### **Mattamy (Brownridge) Limited**

P.I.N. 25078 - 0041 (LT)

Part of Lot 7, Concession 3 Trafalgar NS, designated as Part 1 on Plan 20R18391, Save and Except Part 2 on Plan 20R17642, Town of Milton, Regional Municipality of Halton.

P.I.N. 25078 - 0039 (LT)

Part of Lot 7, Concession 3 Trafalgar NS, designated as Part 2 on Plan 20R18391, Save and Except Part 3 on Plan 20R17642, Town of Milton, Regional Municipality of Halton.

P.I.N. 25078 - 0045 (LT)

Part of Lot 7, Concession 3 Trafalgar NS, designated as Part 3 on Plan 20R18391, Save and Except Part 4 on Plan 20R17642, Town of Milton, Regional Municipality of Halton.

P.I.N. 25078 - 0043 (LT)

Part of Lot 7, Concession 3 Trafalgar NS, designated as Part 4 on Plan 20R18391, Save and Except Part 1 on Plan 20R18033, Town of Milton, Regional Municipality of Halton.

P.I.N. 25078 - 0024 (LT)

Part of Lot 6, Concession 3 Trafalgar NS, designated as Part 1 on Plan 20R17348, Town of Milton, Regional Municipality of Halton.

P.I.N. 25077 - 0021 (LT)

Part of Lot 8, Concession 4 Trafalgar NS, designated as Part 7 on Plan 20R18294, Town of Milton, Regional Municipality of Halton.

P.I.N. 25077 - 0017 (LT)

Part of Lot 7, Concession 4 Trafalgar NS, designated as Part 1 on Plan 20R18304, Town of Milton, Regional Municipality of Halton.

P.I.N. 25076 - 0046 (LT)

Part of Lot 7, Concession 5 Trafalgar NS, designated as Part 1 on Plan 20R18460, Save and Except Part 1 on Plan 20R17505, Town of Milton, Regional Municipality of Halton.

**Pony Pines Development Inc.**

P.I.N. 24935 - 6809 (LT)

Part of Lot 6, Concession 1 Trafalgar NS, designated as Part 1 on Plan 20R19152 and Parts 1 and 2 on Plan 20R19171, Save and Except Parts 1 and 2 on Plan 20R19720, Town of Milton, Regional Municipality of Halton.

**Shadybrook Development Inc.**

P.I.N. 24935-4638 (LT)

Part of Lot 6, Concession 1 Trafalgar NS, designated as Part 3 on Plan 20R19171, Town of Milton, Regional Municipality of Halton.

**Stevenson Land Development Inc.**

P.I.N. 24935 - 5004 (LT)

Part of Lot 6, Concession 1 Trafalgar NS, designated as Part 1 on Plan 20R19304, Town of Milton, Regional Municipality of Halton.

**Gulfbeck Developments Inc.**

P.I.N. 24935 - 6479 (LT)

Part of Lots 7 and 8, Concession 2 Trafalgar NS, designated as Parts 1 and 2 on Plan 20R19305, Town of Milton, Regional Municipality of Halton.

**Sunset Land Development Corp.**

P.I.N. 25078 - 0049 (LT)

Part of Lot 6, Concession 3 Trafalgar NS, designated as Part 1 on Plan 20R19146, Town of Milton, Regional Municipality of Halton.

**1045502 Ontario Limited**

P.I.N. 24935 - 6487 (LT)

Part of Lot 8, Concession 1 Trafalgar NS, designated as Parts 5, 7 and 9 to 16 inclusive on Plan 20R16963, Save and Except Part 3 on Plan 20R18374, Town of Milton, Regional Municipality of Halton.

P.I.N. 24935 - 6485 (LT)

Part of Lot 8, Concession 1 Trafalgar NS, designated as Parts 1 and 2 on Plan 20R16963, Save and Except Parts 1 and 3 on Plan 20R19056, Town of Milton, Regional Municipality of Halton.

**1048605 Ontario Limited**

P.I.N. 24935 - 0138 (LT)

Part of Lot 7, Concession 1 Trafalgar NS, designated as Parts 2 and 3 on Plan 20R16962, Town of Milton, Regional Municipality of Halton.

P.I.N. 24935 - 5081 (LT)

Part of Lot 7, Concession 1 Trafalgar NS, designated as Part 1 on Plan 20R16962, Save and Except Part 5 on Plan 20R19056, Town of Milton, Regional Municipality of Halton.

P.I.N. 24935 - 0141 (LT)

Part of Lot 7, Concession 1 Trafalgar NS, designated as Part 4 on Plan 20R16962, Town of Milton, Regional Municipality of Halton.

**Mil Con Three Developments Limited**

P.I.N. 25078 - 0013 (LT)

Part of Lot 6, Concession 3 Trafalgar NS, as in 717831, Town of Milton, Regional Municipality of Halton.

**Sundial Homes (3<sup>rd</sup> Line) Limited**

P.I.N. 25077 - 0016 (LT)

Part of Lot 7, Concession 4 Trafalgar NS, designated as Part 1 on Plan 20R18184, Town of Milton, Regional Municipality of Halton.

**Sundial Homes (4<sup>th</sup> Line) Limited**

P.I.N. 25076 - 0037 (LT)

Part of Lot 6, Concession 5 Trafalgar NS, designated as Part 1 on Plan 20R18185, Town of Milton, Regional Municipality of Halton.

**Branthaven Caivan Inc.**

P.I.N. 24935 - 4938 (LT)

Part of Lot 6, Concession 1 Trafalgar NS, designated as Part 1 on Plan 20R19284, Town of Milton, Regional Municipality of Halton.

**West Country Milton Properties Ltd.**

P.I.N. 25081 - 3938 (LT)

Part of Lot 7, Concession 2 Trafalgar NS, designated as Part 1 on Plan 20R19069, Save and Except Parts 1, 2, 3 on Plan 20R20762, Town of Milton, Regional Municipality of Halton.

**Milton III-75 Land Limited**

P.I.N. 25076 - 0039 (LT)

Part of Lot 8, Concession 5 Trafalgar NS, designated as Part 2 on Plan 20R15986, Save and Except Parts 1, 5, 6 and 8 on Plan 20R17639, Town of Milton, Regional Municipality of Halton.

**Mistburn Estates Inc.**

P.I.N. 25078 - 0047 (LT)

Part of Lot 8, Concession 3 Trafalgar NS, designated as Parts 1 to 5 on Plan 20R13383, Save and Except Parts 8 to 13, 15 to 17 all inclusive on Plan 20R18156 and Part 2 on Plan 20R18322, Town of Milton, Regional Municipality of Halton.

**Primont Homes (Milton) Inc.**

P.I.N. 25078 - 0048 (LT)

Part of Lot 6, Concession 3 Trafalgar NS, designated as Part 1 on Plan 20R18982, Town of Milton, Regional Municipality of Halton.

P.I.N. 25078 - 0010 (LT)

Part of Lot 6, Concession 3 Trafalgar NS, designated as Part 1 on Plan 20R18924, Town of Milton, Regional Municipality of Halton.

**Main Sail Estates Inc.**

P.I.N. 24935 - 0116 (LT)

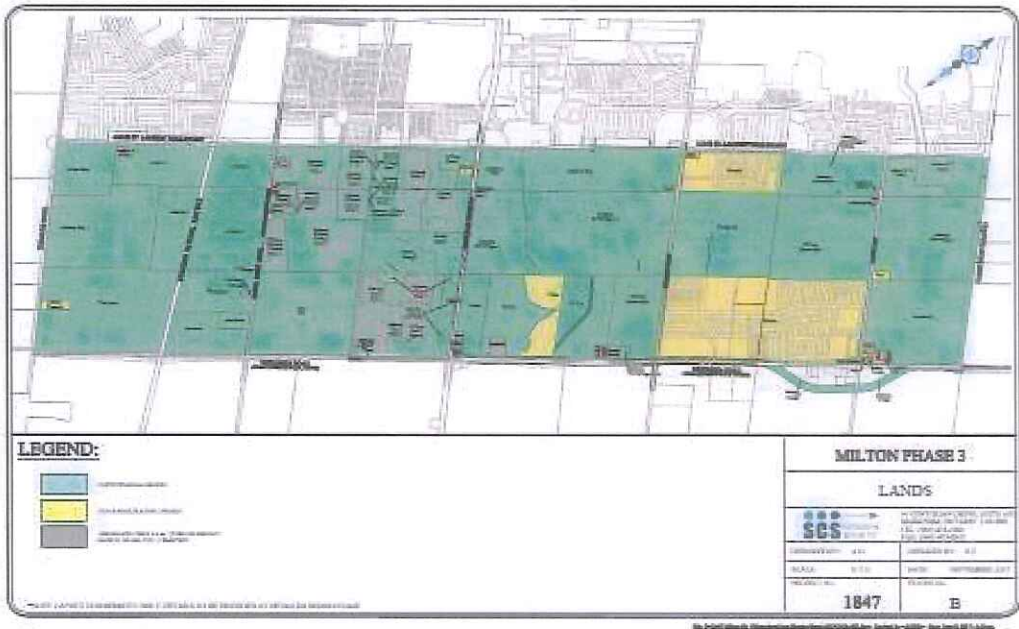
Part of Lot 6, Concession 2 Trafalgar NS, designated as Part 1 on Plan 20R16347, Town of Milton, Regional Municipality of Halton.

**Ahmadiyya Muslim Jama'at Canada Inc.**

P.I.N. 25080 - 1080 (LT)

Part of Lot 6, Concession 1 Trafalgar NS, designated as Part 1 on Plan 20R3875, Save and Except Part 4 on Plan 20R19738, Town of Milton, Regional Municipality of Halton.

SCHEDULE "B"  
ILLUSTRATION OF OWNERS' LANDS



SCHEDULE "C"  
WORK PLAN

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

KEY:  
Yes / Applicable  
No / Not Applicable  
To Be Confirmed  
Designated Responsibility

Scholar & Company Inc. / Delta Urban / Conservation Hutton  
Revised: April 26, 2018  
Revised: June 3, 2019  
Revised: May 13, 2019

Restoration Initiative		Permits Required / Letter of Advice / Sign Off					Permit Proponent		External Agreement Required		Proposed Milestone Schedule							Applicable Construction Windows (Plan 2)				Maintenance (including AMP)		Prerequisite		
Key (Plan 1)	Description	MNRP	MOECC	CH	Habitat Region	Town of Milton	MP3	CH	LO	Stolen Gas	Detailed Design	Approvals	Tendering / Procurement	Site Preparation	Construction	Completion	Assessment	Environment Canada Migratory Birds Act Window	DFO Instream Works Window	MNRP Inshore Water Works Timing Window	MNRP ESA Window - Bats	Assessment / MRF	CH	Duration		
Main Phase 3 Landmark Group (MP3) - As shown on Figure 3A	L-1 Mattamy Martin West - Buffer & trail construction (forest edge restoration, 2 snake basing sites) Vegetation performance monitoring and invasive species monitoring within buffer. Photo monitoring stations (4)												30-Jun-18	Apr-21		01-Jun-21	30-Aug-21	Sep-23								
	L-2 Mattamy Martin West - Pond outlet	LDA											30-May-18	Mar-19		01-Jul-18	01-Aug-18	Sep-21			For tree removal				"SWM Monitoring is to commence upon substantial completion of the SWM facility and continues until 80% build out of the SW area or 3 years (whichever is greater)"	
	L-3 Mattamy Martin East - Buffer & trail construction (open habitat polygon within 20m of the N43 line, 1 rapier pole, 1 snake basing site, 1 snake (Heterodon) - Phase 3. Vegetation performance monitoring and invasive species monitoring in the buffer and photo station monitoring (4)												01-Jul-19	Aug-19		01-Sep-21	Nov-21	Sep-23								
	L-4 Mattamy Martin East - Pond outlet - Phase 3	LDA											01-Jul-20	Jun-20		Jun-20	Aug-20	Sep-23			For tree removal				"SWM Monitoring is to commence upon substantial completion of the SWM facility and continues until 80% build out of the SW area or 3 years (whichever is greater)"	
	L-5 Mattamy Martin East - Buffer & trail construction (forest edge, unclassified wetland buffer, 1 rapier pole, 5 snake basing sites) - Phase 4. Vegetation performance monitoring and invasive species monitoring in buffer and photo station monitoring (5)												Jul-20	Aug-20		Sep-20	Oct-20	Dec-23								
	L-6 Mattamy Martin East - Buffer & trail construction (forest edge, unclassified wetland buffer) - Vegetation performance in buffer area and photo monitoring stations (3)												Jul-21	Aug-21		Sep-21	Nov-21	Dec-24								
	L-7 Primmont - Buffer & trail construction (forest edge restoration, open habitat restoration adjacent to Ben Swallow nesting structures, 2 snake basing sites, 1 snake (Heterodon), 1 rapier pole) Vegetation performance monitoring and invasive species monitoring of buffer and photo station monitoring (5)												Jun-19	May-20		Jun-20	Aug-20	Sep-22								
	L-8 Primmont - Pond outlet	LDA											Jun-19	Jun-19		Jul-19	Sep-19	Sep-22			For tree removal				"SWM Monitoring is to commence upon substantial completion of the SWM facility and continues until 80% build out of the SW area or 3 years (whichever is greater)"	
	L-9 Midburn West - Buffer & trail construction (forest edge restoration, 2 bat boxes, 1 rapier pole) Vegetation performance monitoring and invasive species monitoring in buffer and photo station monitoring (2)												Spring 2021	Spring 2021		Summer 2021	Fall 2021	Fall 2024							Property pending allocation. Earliest dates assuming 2019 Allocation Program	
	L-10 Midburn East - Buffer & trail construction (forest edge restoration, 1 rapier pole) Vegetation performance monitoring and invasive species monitoring in buffer and photo station monitoring (2)												Spring 2021	Spring 2021		Summer 2021	Fall 2021	Fall 2024							Property pending allocation. Earliest dates assuming 2019 Allocation Program	
	L-11 Fieldgate - Mt Con III - Buffer construction (forest edge restoration, 2 bat boxes, 2 snake basing sites) Vegetation performance monitoring and invasive species monitoring in buffer and photo station monitoring (4)												Spring 2021	Spring 2021		Summer 2021	Fall 2021	Fall 2024							Property pending allocation. Earliest dates assuming 2019 Allocation Program	
	L-12 Fieldgate - Mt Con III - Pond outlet	LDA											Spring 2021	Spring 2021		Summer 2021	Fall 2021	Fall 2024			For tree removal				Property pending allocation. Earliest dates assuming 2019 Allocation Program	
	L-13 16 Mile Creek Whitlock Bridge Crossing	(7)(2) G											Mar-19	Apr-19		May-20	Dec-22	Dec-23								
	L-14 Restoration Works Associated with Overall Beneficial Permit (dedicated area of the major floodplain forest restoration area and the riparian area-grassland restoration area). Including Giant Hogweed Management where occurrence overlaps with restoration area.	(7)(2) G											Mar-19	Apr-19		May-22	Dec-22	Dec-23								
	L-15 Access Road Construction	(7)(2) G											Mar-19	Apr-19		May-19	Jun-19	Dec-23			TBD					
	L-16 Tableland Wetland Amphibious Breeding Habitat (Mt Con III buffer) Vegetation performance monitoring and invasive species monitoring in buffer												Spring 2020	Spring 2020		Summer 2020	Fall 2020	Fall 2024							Assume 1 year prior to Mt Con III development proceeding	
	L-17 Mattamy Martin East - conduct site preparation for entire open habitat restoration area (entire large orange polygon on east side of valley on Figure 3, Appendix B5), site preparation to follow Appendix B5 Table 3 Implementation Note bullet 2											N/A	N/A	N/A	2019/2020	N/A	Fall 2023	N/A			For tree removal				N/A - local monitoring program doesn't apply to site preparation (local monitoring program would commence once full)	
	L-18 Mattamy Martin West - conduct site preparation for entire major floodplain forest restoration area (entire green polygon on Figure 3, Appendix B5), to follow Appendix B5 Table 2											N/A	N/A	N/A	Ongoing farming practices	N/A	Fall 2023	N/A			For tree removal				N/A - local monitoring program doesn't apply to site preparation (local monitoring program would commence once full)	
Construction Habitat (CH) - As shown on Figure 3B	CH-1 Giant Hogweed Management (Cat 1)	CH / REQ / ESA										ASAP	ASAP	N/A	Start 2019		Latest date of floodplain restoration works	2021							Monitoring overlaps with treatment	
	CH-2 Common Buckthorn Management (Cat 1)											N/A	ASAP	N/A	Start 2020		Fall 2023	2021							Monitoring overlaps with treatment	
	CH-3 Garlic Mustard Management (Cat 1)											N/A	ASAP	N/A	Start 2020		Fall 2023	2021							Monitoring overlaps with treatment	
	CH-4 Tartarian Honeyuckle Management (Cat 1)											N/A	ASAP	N/A	Start 2020		Fall 2023	2021							Monitoring overlaps with treatment	
	CH-5 Japanese Barberry Management (Cat 3)											N/A	ASAP	N/A	Start 2020		Fall 2023	2021							Monitoring overlaps with treatment	
	CH-6 Floodplain Wetland Restoration - South Area (10 lands)	CH / REQ / ESA											Apr-20	Apr-20		Jul-21	Oct-22	Jul-23			TBD			2 years	Pending dialogue with MNRP - planting expected to be allowed during coldwater fish window	
	CH-7 Western Chorus Frog Breeding Pools (1 pool on MP/LO lands, 2 pools on ID lands)	CH / REQ / ESA											Apr-20	Apr-20		Aug-20	Oct-21	Jul-23			TBD			2 years	Pending dialogue with MNRP - planting expected to be allowed during coldwater fish window	
	CH-8 Floodplain Wetland Restoration - North Area	CH / REQ / ESA											May-19	Jun-19		Aug-19	Oct-20	Jul-22			TBD			2 years	Pending dialogue with MNRP - planting expected to be allowed during coldwater fish window	
	CH-9 Major Forest Restoration - Floodplain	CH / REQ / ESA											May-20	Jun-21	Mar-21	Jul-21	Aug-21	May-22	Jul-25			TBD			2 years	Pending dialogue with MNRP - planting expected to be allowed during coldwater fish window
	CH-10 Major Forest Restoration - Slope												Nov-11	Jan-22	Mar-22		May-22	Oct-22	Jul-25			TBD			2 years	Pending dialogue with MNRP - planting expected to be allowed during coldwater fish window
	CH-11 Native Open Habitat Restoration - Initial												Jan-21	N/A	Feb-21	N/A	Oct-21	Oct-21	Jul-22						2 years	
	CH-12 Turtle Nesting Beaches (2)	CH / REQ / ESA											May-20	Jan-21	Mar-21		Aug-21	May-22	Jul-25			TBD			2 years	Joint access with bridge. Pending dialogue with MNRP - planting expected to be allowed during coldwater fish window
	CH-13 Snapping Turtle Ponds	CH / REQ / ESA											May-20	Jan-21	Mar-21	Jul-21	Aug-21	May-22	Jul-25			TBD			2 years	Joint access with bridge. Pending dialogue with MNRP - planting expected to be allowed during coldwater fish window
	CH-14 Milkshake nest boxes (2)												N/A	N/A	Feb-21		Oct-21	Oct-21	Jul-22						2 years	Incidental only during other surveys - no dedicated survey
	CH-15 Bat boxes (2)												N/A	N/A	Feb-21		Oct-21	Oct-21	Jul-22						2 years	Incidental only during other surveys - no dedicated survey
	CH-16 Snake basing sites (2)												N/A	N/A	Feb-21		Jul-21	Oct-21	Jul-23						2 years	Incidental only during other surveys - no dedicated survey
	CH-17 Common Reed (Phragmites) Management (Cat 1)												N/A	N/A	ASAP		Jul-21	Oct-21	2025?							Monitoring overlaps with treatment
	CH-18 Open Habitat Restoration Area Maintenance (Blewing) - entire orange polygon on east side of valley as shown on Figure 3												N/A	N/A	Jan-22	N/A	Following initial C-11	5 years following completion	2025?						6 years	Monitoring overlaps with treatment

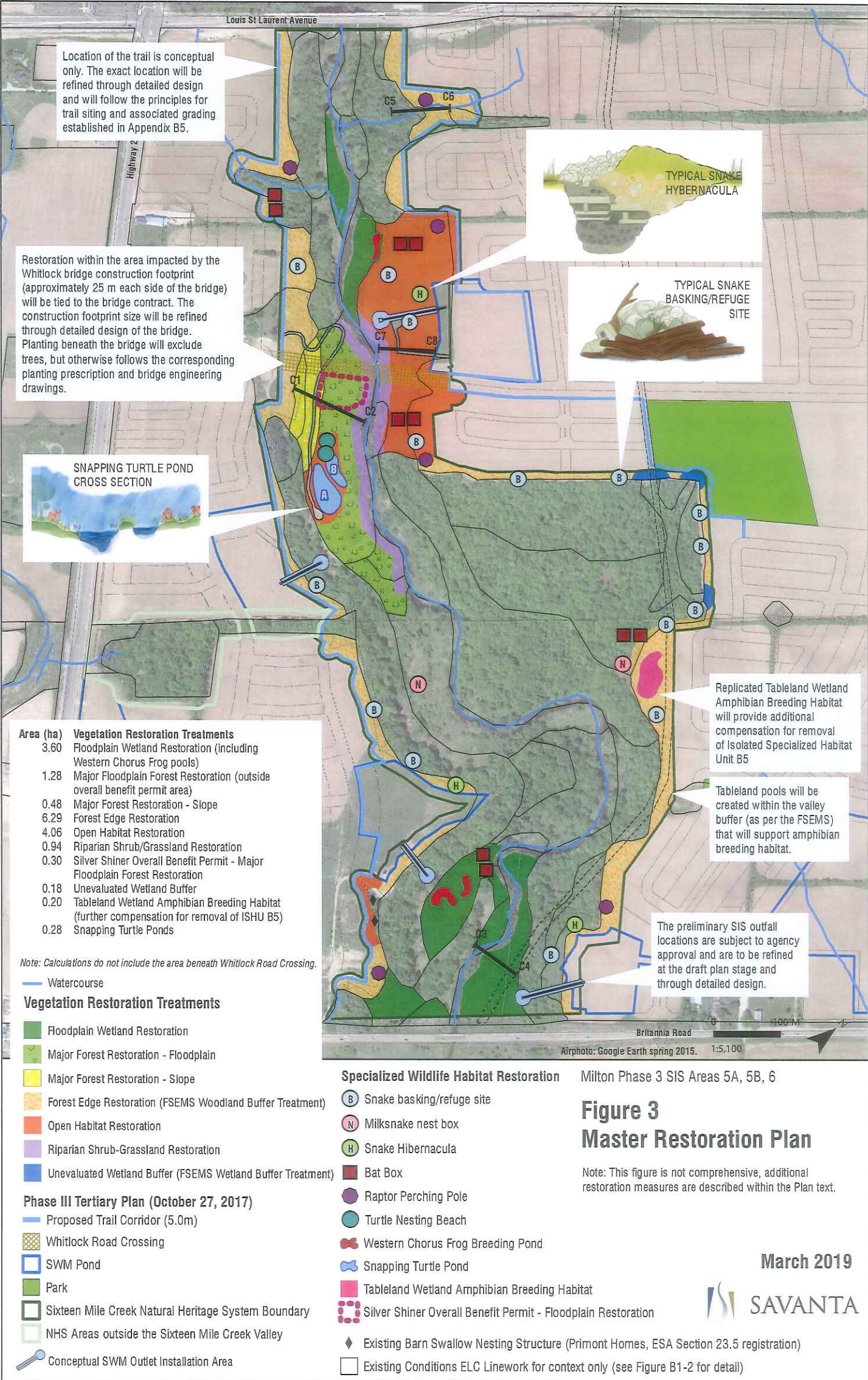
Note 1 - Refer to Figure 3A for MP/LG Restoration Areas and Figure 3B for CH Restoration Areas for location

Note 2 - Times windows are as follows:

- Environment Canada Migratory Birds Act Window - Removals of trees > 10cm DBH will be discussed with MNR. Tree removal is recommended to occur outside of the active season (i.e. tree clearing recommended from Oct 1 to Mar 31) to avoid accidental contravention of the MBCA. If clearing of vegetation is required between April 1 - Sept 31, then due-diligence screening surveys will be conducted (daytime avian nest surveys).
- DFO Instream Works Window - N/A (no instream works)
- MNR Inshore Water Works Timing Window - Cold water window applies (works to occur between July 1 and September 14)
- MNR ESA Window - Best - Removal of native trees will be avoided in the restoration areas, except for within the open habitat restoration areas (non-woody growth must be removed). Select tree removal may be required to help other restoration elements. Any proposed removal of trees > 10cm DBH will be discussed with MNR. Removals generally recommended from Oct 1 to Mar 31. If removals are required during the active season (April 1 - Sept 31), then due-diligence screening will be conducted through the completion of daytime bird presence / absence surveys.

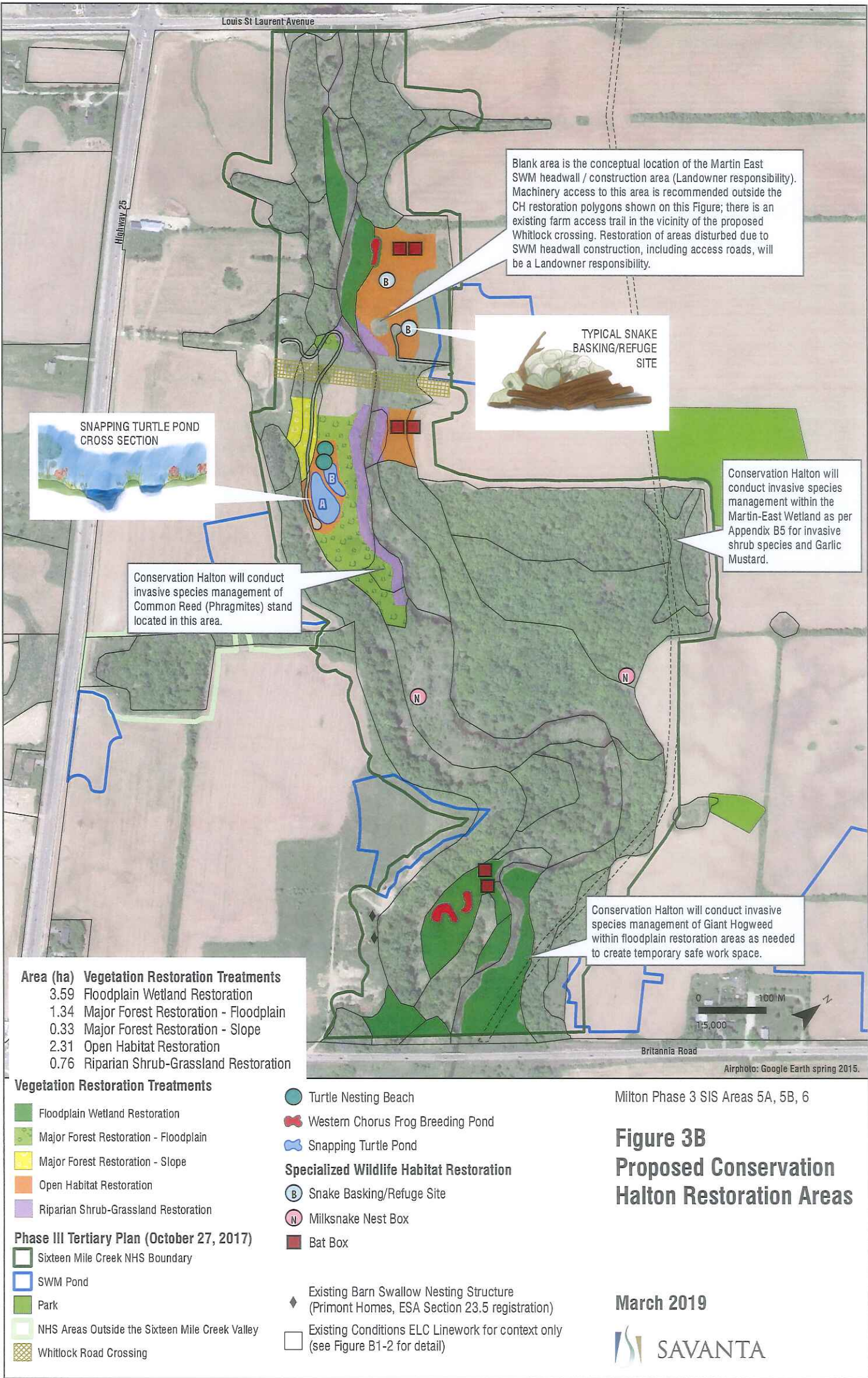
**SCHEDULE “D”**

**MASTER PLAN**

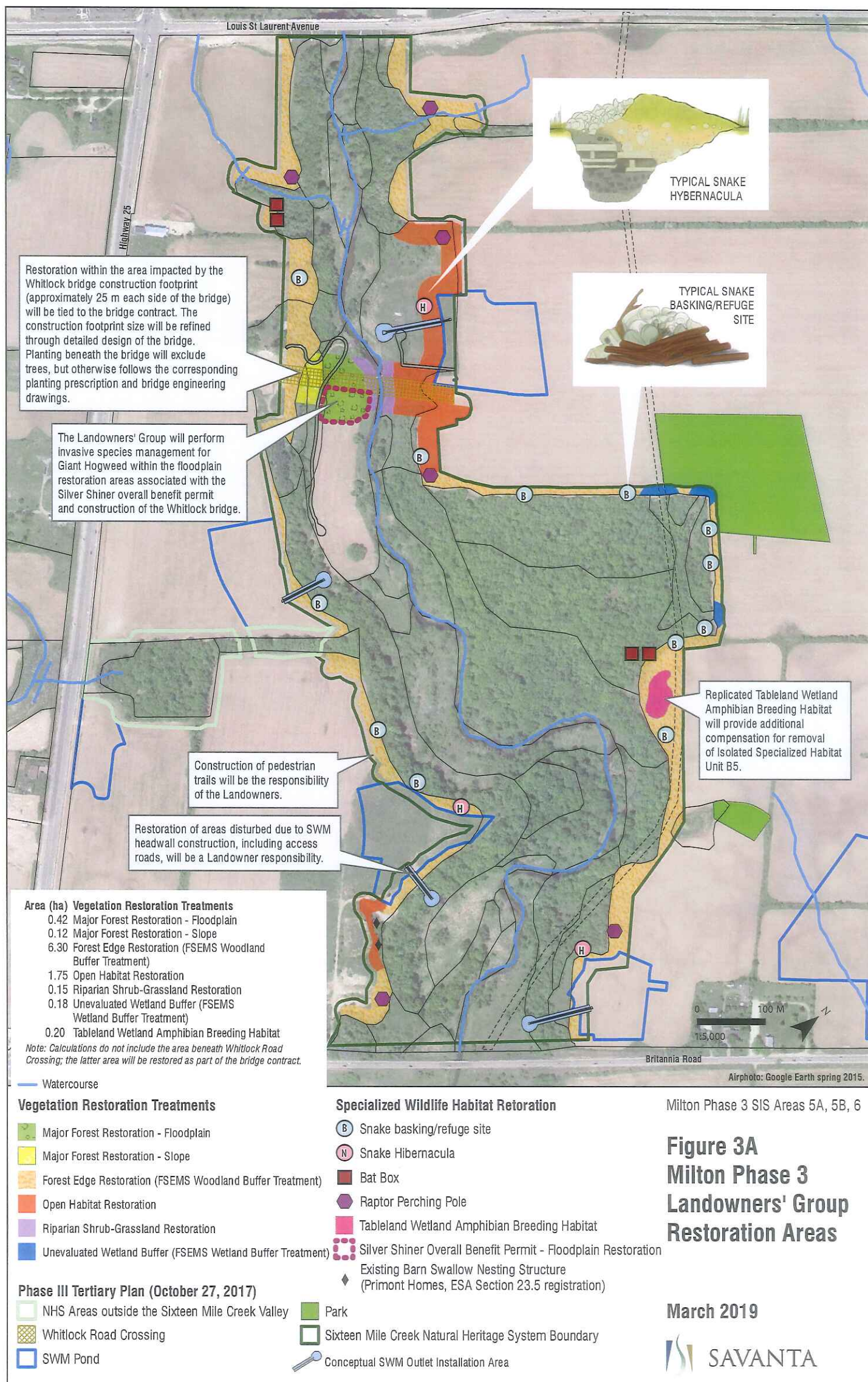


SCHEDULE "E"

CH WORKS



**SCHEDULE "F"**  
**LANDOWNERS' WORK**



**SCHEDULE "G"**  
**PERMISSION TO ENTER**

To: THE HALTON REGION CONSERVATION AUTHORITY ("CH")

From: • (the "Owners")

Date Executed:•

# **WHEREAS**

1. The Owners are the owners of those lands legally described in Schedule "A" to this Agreement in the Town of Milton (the "Property"). The lands are shown on the map attached as Schedule "B" to this Agreement. **[NOTE TO DRAFT: SCHEDULES "A" AND "B" SHOULD REFLECT SPECIFIC LANDS TO BE AFFECTED BY PTE—I.E. SHOULD NOT BE THE ENTIRE LANDS OWNED BY THE SUBJECT OWNER, WHICH WOULD INCLUDE INDIVIDUAL LOTS TO BE TRANSFERRED TO HOMEBUYERS, ETC.]**
2. The Owners and CH are parties to the MP3/Conservation Halton – 16 Mile Creek Restoration Works Funding Agreement dated • (the "16 Mile Creek Agreement").
3. CH wishes to obtain a right to use and access a portion of the Property to conduct the Work as described hereinbelow.

**IN CONSIDERATION OF** the sum of ONE DOLLAR (\$1.00) now paid by CH to the Owner, the receipt and sufficiency of which are acknowledged, the Owner agrees as follows:

1. The Owners hereby authorize and permit CH, together with its agents, servants, employees, consultants, contractors, contractors' workmen, subcontractors, subcontractors' workmen (collectively, the "Agents"), the right, license, liberty and privilege of access to the Property with supplies, equipment and machinery to access the Property to carry out the CH Works (as defined in the 16 Mile Creek Agreement) (the "Work"). The Work may involve installation of various equipment over the Term such as flow measuring devices in streams, extraction of soil samples by drilling etc.
2. When CH and/or its Agents require access to the Property to undertake the Work, CH and/or its Agents will provide no less than twenty-four (24) hours' notice to the Owner with a copy to the Owners' consultant and the Group Manager, Delta Urban Inc.
3. When the Work to be undertaken by CH and/or its Agents includes the installation of ground monitoring wells or similar activities, or any other intrusive work or activity, it shall provide no less than five (5) business days prior written notice of its intention to enter onto the Property. Subsequent visits by CH and/or

its Agents to collect monitoring data from the wells will only require twenty-four (24) hours' notice.

4. In the alternative, CH may provide general notice to the Owners of its intended entry onto the Property, setting out a schedule of anticipated timing and activities with respect thereto.
5. For the purposes of this Permission to Enter, the requirement for written notice shall be satisfied by the delivery of an email to the address included in this agreement. Additionally, the notice shall also include a description of the purpose of such entry (e.g. specific study discipline) and the anticipated duration of the Work (or applicable portion thereof) to be completed.

Notice to be addressed to:

Attention:

6. CH and /or its Agents shall make best efforts to schedule visits to the Property during regular business hours (defined as Monday to Friday 8:00 a.m. to 5:00 p.m.). The Owners acknowledge and agree that some of the Work may not be undertaken during regular business hours and may be time sensitive (e.g. after a rainfall). The fact that CH may request access outside of business hours shall not be a reason for the Owners to refuse access. Additionally, and due to ongoing activity on the Property, the Owners may prefer access to be given outside business hours and such preference shall be implemented by CH, where feasible.
7. The Owners acknowledge and agree that CH and/or its Agents may require access to the Property to conduct Work which, because of time sensitivity, must be undertaken with less than twenty-four (24) hours' notice. In such circumstances, CH and/or its Agents will provide as much notice as possible to the Owners and/or its Agents.
8. The Owners and/or its authorized Agents shall be permitted to attend on the Property at the time of the visit by CH and/or its Agents. The availability of the Owners and/or its authorized Agents is not a prerequisite to CH and/or its Agents conducting a site visit and shall not be a reason to delay or reschedule the site visit by CH and/or its Agents. At no time during the site visit shall the Owners and/or its Agents interfere with, or play any role in, the Work.
9. The granting of access to the Property by the Owners and/or its Agents shall be deemed to be agreement and permission to undertake the Work.

10. CH and its Agents will conduct the Work in a manner that will not disrupt the normal course of business operations being carried on at the Property by the Owners or its tenants.
11. CH and its Agents shall have the continuous right to enter upon and use the Property to conduct the Work, in accordance with and subject to the terms and conditions of this Permission to Enter, commencing on the date this Permission to Enter is executed (the "Commencement Date") and ending on the earlier of: (A) the date that the CH Works have been completed and assumed by the Town of Milton, and (B) December 31, 2029 (the "Term").
12. In the event CH and/or its Agents determines that an extension of the Term is required to undertake or complete the Work, CH will make the request in writing prior to the expiry of the Term. Such a request shall not be refused by the Owners unless the extension of the Term unreasonably interferes with the Owners, the Owners' agents or any tenants' use of the Property.
13. In each instance, after the Work (or any portion thereof) is completed, CH and/or its Agents shall repair all damage to the Property caused by CH and/or its Agents access to and activities on the Property pursuant to this Permission to Enter, and shall restore the Property to the condition in which same existed prior to such access and activities by CH and/or its Agents unless such restoration will interfere with, unduly delay or otherwise compromise the Work, in which case such restoration may be delayed until same can be completed without compromising the Work.
14. The Work shall be completed at the sole risk of CH and/or its Agents in a good and workmanlike manner. CH assumes sole risk and responsibility for personal injury or death of any person and damage to any property arising out of or in any way connected with, or that would not have occurred but for this Permission to Enter. CH shall indemnify, reimburse and save harmless the Owners and its tenants from and against any loss of, or damage to, property, personal injury or death, or any other losses, actions, claims, damages, liabilities, costs, expenses, fines, penalties, liens or other sanctions, suffered or sustained by the Owners and/or its tenants resulting from CH and/or its Agents' access to the Property.
15. Prior to entry upon the Property, CH and/or its Agents shall provide the Owners with evidence of commercial general liability insurance, as per paragraph 15 below.
16. CH shall, at its sole cost and expense, take out and keep in full force and effect throughout the Term, commercial general liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) for any occurrence, against all claims, including personal injury, bodily injury, death or property damage or loss, occupiers' liability, tenants' liability and contractors' protective insurance coverage, in respect of the exercise by CH of its rights under this Permission to Enter. The policy required by this section shall, without limitation:

- (a) name the Owners as an additional insured; and
  - (b) contain an endorsement requiring the insurers under such policies to notify the Owners in writing at least thirty (30) days prior to any material change or cancellation thereof.
17. CH shall provide to the Owners a certificate of insurance to evidence that the above described policy of insurance is in full force and effect prior to any entry onto the Property. CH shall before the expiration of the policy, provide to the Owners evidence of renewal or replacement of the policy. CH shall forthwith notify the Owners of any cancellation or intended cancellation by the insurer of any policy or any circumstances known to CH which would or might materially affect its coverage.
  18. If any insurance required by CH shall be cancelled or threatened to be cancelled by the insurer for any reason whatsoever, and if CH fails to remedy the condition giving rise to the cancellation or threatened cancellation within forty-eight (48) hours after notice thereof by the Owners, the Owner may, in its sole and absolute discretion, cause the replacement of such insurance coverage at the sole cost of CH.
  19. CH acknowledges that there are known species of concern (i.e. Giant Hogweed which are present, and continuing to spread, on the subject lands, and agrees to inform its consultants and contractors of same and to take such steps in completion of the CH Works as may be necessary or advisable in order to manage same.
  20. If the Owners transfer ownership of the Property or any part thereof, the Owners shall ensure that the transferee/assignee assumes this Permission to Enter. This Permission to Enter shall be binding upon the Owners and all subsequent owners of the Property and shall enure to the benefit of CH, and their respective successors and assigns.
  21. Nothing in this Permission to Enter derogates from, interferes with, or fetters the exercise by CH of all of its rights and obligations as a municipality (whether discretionary or mandatory), or imposes any obligations on CH in its role as a municipality beyond the obligations in this agreement. CH shall not be prevented from or prejudiced in carrying out its statutory rights and responsibilities. Nothing in this Permission to Enter derogates from, interferes with, or fetters the exercise by CH's officers, employees, agents, representatives or elected and appointed officials of all of their rights, or imposes any obligations on CH's officers, employees, agents, representatives or elected and appointed officials, other than as expressly set out in this Permission to Enter.
  22. This Permission to Enter shall be governed by and construed in accordance with the laws of the Province of Ontario.

23. This Permission to Enter may be executed by the parties in separate counterparts, each of which when so executed and delivered to the others shall be deemed to be and shall be read as a single agreement among the parties.
24. Execution of this Permission to Enter by either of the parties may be evidenced by way of a faxed or electronic transmission of such party's signature and such faxed or electronic signature shall be deemed to constitute the original signature of such party.
25. The terms of this Permission to Enter are deemed to be confirmed, accepted and agreed to by CH and/or its Agents upon the first entry by CH onto the Property, regardless of whether or not CH has executed this Permission to Enter at that time as set out below.

**[BALANCE OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF the Owner hereto has executed this Permission to Enter dated as of the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name:

●

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
I/We have authority to bind the Corporation

The terms of this Permission to Enter are hereby confirmed, accepted and agreed to by CH.

**THE HALTON REGION CONSERVATION  
AUTHORITY**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

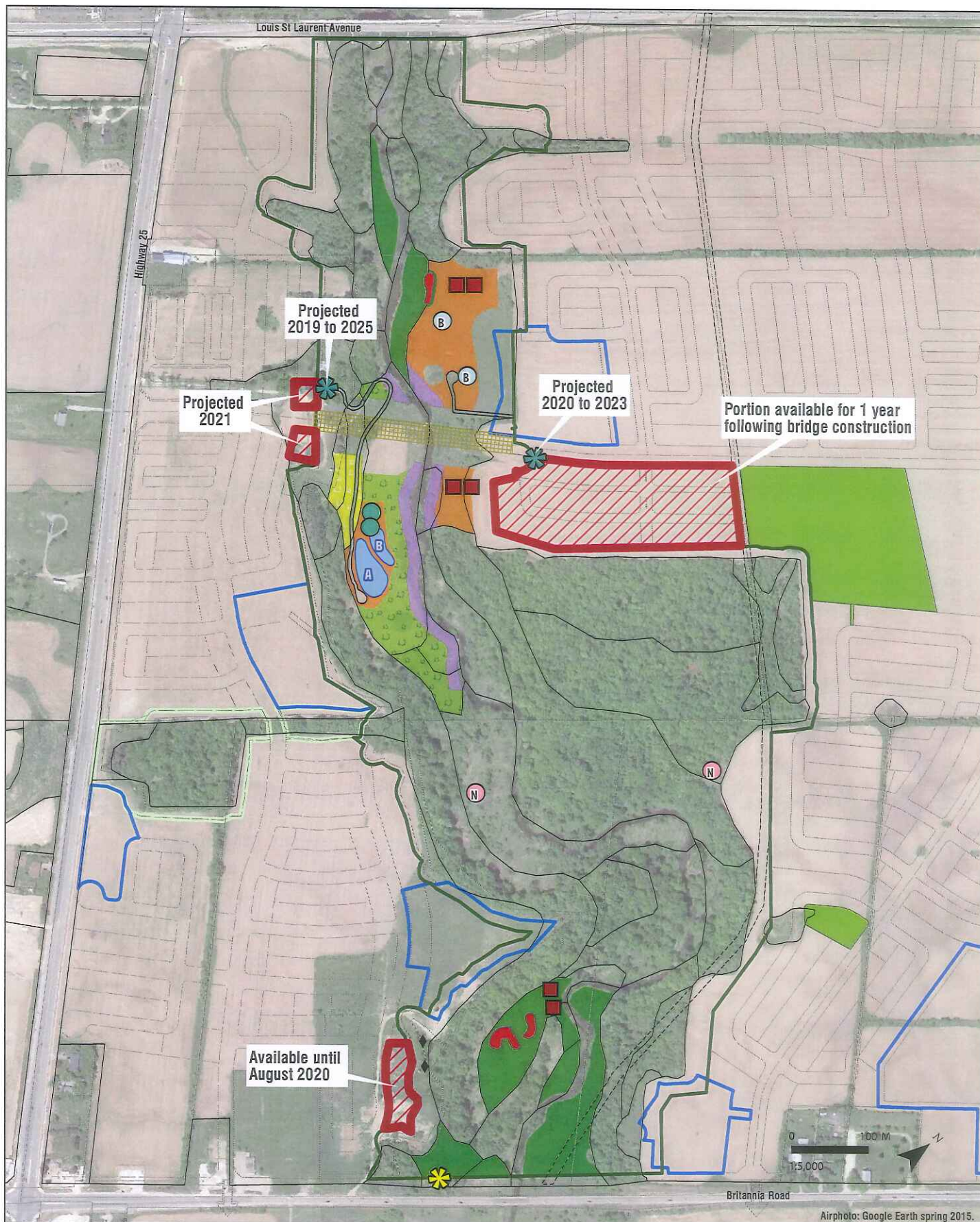
I/We have authority to bind the Corporation

**SCHEDULE "A"**

P.I.N.

**SCHEDULE "B"**

**SCHEDULE "H"**  
**ACCESS AND STAGING AREAS**



Airphoto: Google Earth spring 2015.

### Vegetation Restoration Treatments

- Floodplain Wetland Restoration
- Major Forest Restoration - Floodplain
- Major Forest Restoration - Slope
- Open Habitat Restoration
- Riparian Shrub-Grassland Restoration

### Phase III Tertiary Plan (October 27, 2017)

- Sixteen Mile Creek NHS Boundary
- SWM Pond
- Park
- NHS Areas Outside the Sixteen Mile Creek Valley
- Whitlock Road Crossing

- Turtle Nesting Beach
- Western Chorus Frog Breeding Pond
- Snapping Turtle Pond
- Specialized Wildlife Habitat Restoration**
- Snake Basking/Refuge Site
- Milksnake Nest Box
- Bat Box

- Existing Barn Swallow Nesting Structure (Primont Homes, ESA Section 23.5 registration)
- Existing Conditions ELC Linework for context only (see Figure B1-2 for detail)

Milton Phase 3 SIS Areas 5A, 5B, 6

### Schedule H

- Available Staging and Access Areas
- Temporary Access Point
- Proposed Access to IO Lands

May 2019

**SAVANTA**

**SCHEDULE "I"**  
**TRUSTEE CONTACT INFORMATION**

MP3 COST SHARING TRUSTEE INC.

c/o 7501 Keele Street, Suite 200

Vaughan, Ontario

L4K 1Y2

Attention: Helen Mihailidi

Fax: 905-760-2900

Email: [hmihailidi@bratty.com](mailto:hmihailidi@bratty.com)

WITH A COPY TO:

DELTA URBAN INC.

8800 Dufferin Street, Suite 104

Vaughan, Ontario

L4K 0C5

Attention: Myron Pestaluky

Fax: 905.660.7076

Email: [myronp@deltaurban.com](mailto:myronp@deltaurban.com)

**SCHEDULE "J"**  
**ESTIMATED COSTS**

## Schedule J - Estimated Capital Costs

### 16 Mile Creek Ecological Restoration Master Plan Implementation

Item	Estimate
Restoration Costs	\$ 2,517,433
Construction Contingency	\$ 251,743
Soft Costs (Admin, Project Management, Design, Permitting, etc.)	\$ 1,009,475
Monitoring	\$ 281,693
Allowances and Fees	\$ 42,000

Subtotal: \$ 4,102,343

**Grand Total \$ 4,102,343**

**Grand Total (Inc. HST) \$ 4,635,648**

*Estimate dated June 13, 2019*

*Estimates shall be updated from time-to-time by CH and MP3LG at various milestones throughout the project.*

**SCHEDULE "K"**  
**SUBSTANTIAL PERFORMANCE/ASSUMPTION GUIDELINES**

**SCHEDULE "L"**  
**MONITORING STRATEGY MATRIX**

# Boyer Valley Restoration Monitoring Responsibility Matrix

MP3 Landowners
Conservation Halton Monitoring
Local Monitoring Program
Local Monitoring - Year 0 (CH)
Construction Warranty
Construction Warranty & Monitoring 1

Key (Note 1)	Description	Monitoring Parameter	Quantity	MP3	CH	Construction Completion of NHS Feature	Start Date for Adjacent Topsoil Stripping	Monitoring Start Date	Monitoring Year										
									2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
L-1	Mattamy Martin West	Vegetation performance monitoring in buffer area, photo monitoring stations (4)	4			30-Aug-19	2019	Apr-21											
		Invasive species monitoring in buffer area	1																
		Snake basking site (2)	2																
		Wildlife crossing-road/camera surveys (2)	2																
L-3	Mattamy Martin East - Phase 3**	Vegetation performance monitoring in buffer area, photo monitoring stations (4)	4			Nov-19	?	Apr-21											
		Invasive species monitoring in buffer area	1																
		Raptor pole (1)	1																
		Snake basking site (1)	1																
		Snake hibernaculum (1)	1																
		NHS node (3)	3						0										
		Wetland hydrology/calling amphibian (1)	1						0										
		Salamander transects (2)	2							0									
L-5	Mattamy Martin East - Phase 4**	Vegetation performance monitoring in buffer area, photo monitoring stations (included in 5 from Phase 3)	1			Oct-20	?	Apr-22											
		Invasive species monitoring in buffer area	1																
		Raptor pole (1)	1																
		Snake basking site (5)	5																
L-6	Mattamy Martin East - condo**	Vegetation performance monitoring in buffer area, photo monitoring stations (included in 5 from Phase 3)	1			Nov-21	?	Apr-23											
		Invasive species monitoring in buffer area	1																
L-7	Primont	Vegetation performance monitoring in buffer area, photo monitoring stations (5)	5			Aug-20	?	Apr-22											
		Invasive species monitoring in buffer area	1																
		Barn Swallow nesting structure (2)	2																
		Snake basking site (2)	2																
		Snake hibernaculum (1)	1																
		Raptor pole (1)	1																
		NHS node (2) (2 is on IO Lands)	1						0										
		Wetland hydrology/calling amphibian (1)	1																
		Wildlife crossing-road/camera surveys (1)	1						0										
L-9	Mistburn West	Vegetation performance monitoring in buffer area, photo monitoring stations (3)	3			Fall 2021	?	Apr-23											
		Invasive species monitoring in buffer area	1																
		Bat boxes (2)	2																
		Raptor pole (1)	1																
		NHS Node with OSAP (1)	1						0										
L-10	Mistburn East	Wildlife crossing-road/camera surveys (1)	1			Fall 2021	?	Apr-23	0										
		Vegetation performance monitoring in buffer area, photo monitoring stations (2)	2																
		Invasive species monitoring in buffer area	1																
		Raptor pole (1)	1																
L-11	Fieldgate - Mil Con III	Vegetation performance monitoring in buffer area, photo monitoring stations (4)	4			Fall 2021	?	Apr-23											
		Invasive species monitoring in buffer area	1																
		Bat boxes (2)	2																
		Snake basking site (2)	2																
		NHS node with OSAP (2)	2						0										
		Wetland hydrology/calling amphibian (1)	1																
L-16	Tableland Wetland Amphibian Breeding Habitat (Mil Con III buffer)	Buffer and trail construction (forest edge restoration), Vegetation performance monitoring	1			Fall 2020	?	Apr-22											
		Buffer and trail construction (forest edge restoration), Invasive species monitoring	1																
		Wetland hydrology/calling amphibian (1)	1																
CH-1	Giant Hogweed Management (Cat 1)	Effectiveness Monitoring	1			Various		Apr-20											
CH-2	Common Buckthorn Management (Cat 1)	Effectiveness Monitoring	1			Fall 2023		Apr-20											
CH-3	Garlic Mustard Management (Cat 1)	Effectiveness Monitoring	1			Fall 2023		Apr-20											
CH-4	Tartarian Honeysuckle Management (Cat 1)	Effectiveness Monitoring	1			Fall 2023		Apr-20											
CH-5	Japanese Barberry Management (Cat 3)	Effectiveness Monitoring	1			Fall 2019		Apr-20											
CH-6	Floodplain Wetland Restoration - South Area (IO lands)	Town's Restoration Framework - Monitoring & Adaptive Management Targets	1			Oct-21		Apr-21											
CH-7	Western Chorus Frog Breeding Pools (1 pool on MP3LG lands, 2 pools on IO lands)	Calling amphibians (1 pool MP3 lands, 2 pools on IO lands)	3			Oct-21		Apr-21											
CH-8	Floodplain Wetland Restoration - North Area	Wetland hydrology/calling amphibian (?)	?			Oct-21		Apr-21											
CH-9	Major Forest Restoration - Floodplain	Town's Restoration Framework - Monitoring & Adaptive Management Targets	1			Oct-20		Apr-21											
CH-10	Major Forest Restoration - Slope	Town's Restoration Framework - Monitoring & Adaptive Management Targets	1			May-22		Apr-25											
CH-11	Native Open Habitat Restoration - Install	NHS Node	1			Oct-22		Apr-25											
CH-12	Turtle Nesting Beaches (x2)	Town's Restoration Framework - Monitoring & Adaptive Management Targets	1			Oct-21		Apr-21											
CH-13	Snapping Turtle Ponds	Observations and noting of nesting evidence	2			May-22		Apr-25											
CH-14	Milkshake nest boxes (x2)	Observations and noting of nesting evidence	1			May-22		Apr-25											
CH-15	Bat boxes (x6)	Wetland hydrology/calling amphibian (1)	1			Oct-21		Apr-21											
CH-16	Snake basking sites (x2)	Observations - Delay for establishment	2			Oct-21		Apr-21											
CH-17	Common Reed (Phragmites) Management (Cat 1)	Observations - Delay for establishment	2			Oct-21		Apr-21											
CH-18	Open Habitat Restoration Area Maintenance (Mowing) - entire orange polygon one east side of valley as shown on Figure 3	Effectiveness Monitoring	1			Oct-21		Apr-21											
		Town's Restoration Framework - Monitoring & Adaptive Management Targets	1			5 years following completion		After Install											

\* Year monitored may differ for road crossing surveys pending construction timing of road  
 \*\* Local monitoring for all phases of Mattamy-Martin East are identified/follow schedule for Phase 3 development

Town's Restoration Framework - Monitoring & Adaptive Management Targets: Free to Grow performance FTG and Corridor Cover Targets for mulch, pruning, irrigation, herbivory. Monitor newly planted areas for survival of at least 75% of planted material sizes and species.