

## Conservation Halton Board of Directors Meeting Agenda - March 25 - 02 21

Zoom Webinar:

<https://us02web.zoom.us/j/88964919440?pwd=TmovWWdmNmpGYWVpMzJE0HN3U0JKQT09>

Passcode 948334



Start: Thursday, March 25, 2021 - 3:00pm

End: Thursday, March 25, 2021 - 4:00pm

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### 1. Roll Call

### 2. Disclosure of Pecuniary Interest for Conservation Halton Board of Directors

### 3. Acceptance of Agenda

### 4. Consent Items

#### 4.1. Approval of Conservation Halton Board of Directors Meeting Minutes dated February 18



Conservation Halton Board of Directors Meeting Minutes dated February 18

#### 4.2. Forest Creek Estates Land Dedication (CHBD 02 21 01)



Forest Creek Estates Land Dedication (CHBD 02 21 01)

#### 4.3. Conservation Halton comments on Recovery Strategy and Action Plan for the Silver Shiner (Notropis photogenis) in Canada (Proposed) (CHBD 02 21 02)



Conservation Halton comments on Recovery Strategy and Action Plan for the Silver Shiner (Notropis Photogenis) in Canada (Proposed) (CHBD 02 21 02)



Silver Shiner Recovery ATTACH (Appendix 1)

### 5. Action Items

#### 5.1. Delegation of Approval Authority for Permissions Ontario Regulation 162/06 (CHBD 02 21 03)



Delegation of Approval Authority for Permissions Ontario Regulations 162/06 (CHBD 02 21 03)

## 5.2. Groundwater Management Program Membership CH File No.: ADM 354 (CHBD 02 21 04)



Groundwater Management Program Membership CH File No.: ADM 354 (CHBD 02 21 04)



Groundwater Program MOU (Appendix A)

## 5.3. Proposed Planning Act Amendment Regarding Minister's Zoning Orders (MZO) ERO No.: 019-3233 / CH File No.: PPO 062 (CHBD 02 21 05)



Proposed Planning Act Amendment Regarding Minister's Zoning Orders (MZO) ERO No. 019-3233 / CH File No.: PPO 062 (CHBD 02 21 05)



Planning Act Changes (Appendix B)

## 5.4. 2020 Year End Budget Variance Report (CHBD 02 21 06)



2020 Year End Budget Variance Report (CHBD 02 21 06)



2020 Year End Budget Variance Report Financial (Appendix C)

## 5.5. 2020 Investments and Investment Revenue Report (CHBD 02 21 07)



2020 Investments and Investment Revenue Report (CHBD 02 21 07)

## 5.6. 2020 Year End Capital Projects Report (CHBD 02 21 08)



2020 Year End Capital Project Report (CHBD 02 21 08)



Capital Project Summary Financial (Appendix D)

## 6. CEO Verbal Update

## 7. CHF Update - Jim Sweetlove

## 8. Other Business

## 9. Adjournment



**MEETING NO:** # Conservation Halton Board of Directors Meeting 01 21

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## MINUTES

A meeting of the Conservation Halton Board of Directors was held on Thursday, February 18 at 3:00 p.m. via Zoom Webinar.

**Members Present:**

Hamza Ansari  
Rob Burton  
Mike Cluett  
Rick Di Lorenzo  
Joanne Di Maio  
Cathy Duddeck  
Allan Elgar  
Steve Gilmour  
David Gittings  
Zeeshan Hamid  
Moya Johnson  
Gordon Krantz  
Bryan Lewis  
Marianne Meed Ward  
Rory Nisan  
Gerry Smallegange  
Jim Sweetlove  
Jean Williams

**Absent:** Zobia Jawed

**Guests:** Peter Pickfield, Partner, Garrod Pickfield  
Rod Northey, Partner, Gowling WLG

**Staff present** Kim Barrett, Associate Director, Science & Partnerships  
Hassaan Basit, President & CEO/Secretary-Treasurer  
Adriana Birza, Manager, Office of the President & CEO  
Garner Beckett, Director, Conservation Halton Foundation  
Niamh Buckley, Administrative Assistant, Office of the President & CEO  
Chitra Gowda, Senior Manager, Watershed Planning & Source Protection  
Craig Machan, Associate Director, Park Operations  
Kellie McCormack, Associate Director, Planning & Regulations  
Marnie Piggot, Director, Finance  
Plezzie Ramirez, Senior Manager, Human Resources  
Jill Ramseyer, Director, Corporate Compliance  
Pavan Seth, Procurement Specialist

Mark Vytvytskyy, Director, Parks & Operations/Executive Lead, Digital Transformation

The Chair called the meeting to order at 3:04 p.m.

**1. Roll Call**

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

There were **NONE**.

**3. Acceptance of AMENDED Agenda**

**CHBD 01 01** Moved by: Gordon Krantz  
Seconded By: Jim Sweetlove

THAT the Amended Agenda **be approved as distributed**

**CARRIED**

**4. Presentations**

- 4.1. Conservation Halton Planning and Watershed Year End Presentation (Barb Veale, Director, Planning & Watershed Management) (CHBD 01 21 03)
- 4.2. 2021 Parks Fees and Cost Recovery Presentation (Mark Vytvytskyy, Director, Parks & Operations/Executive Lead, Digital Transformation) (CHBD 01 21 11)

**5. Consent Items**

- 5.1. Approval of Conservation Halton Board of Directors Meeting Minutes dated November 26
- 5.2. Purchasing Memo - November 1, 2020 - January 31, 2021 (CHBD 01 21 01)
- 5.3. Emergency Purchase - Memo (CHBD 01 21 02)
- 5.4. Conservation Halton Planning and Watershed Management Year End Report (CHBD 01 21 03)
- 5.5. Cootes to Escarpment EcoPark System Wildlife Corridors Mapping Project CH File No.: 353 (CHBD 01 21 04)

- 5.6 A Proposal under the Endangered Species Act to enable the use of the Species at Risk Conservation Fund and to streamline authorizations for certain activities that impact species at risk, while maintaining protections for species at risk  
(CHBD 01 21 05)
- 5.7 Proposed implementation of provisions in the Planning Act that provide the Minister enhanced authority to address certain matters as part of a zoning order  
ERO No. 019-2811 CH File No.: PPO 062  
(CHBD 01 21 06)
- 5.8. Proposed Implementation of Updates to Ontario's Water Quantity Management Framework ERO No.: 019-2017 CH File No.: PPO 059  
(CHBD 01 21 07)
- 5.9. Permits & Letters of Permission issued under Ontario Regulation 162/06 from September 1 to December 31, 2020  
(CHBD 01 21 08)
- 5.10. Glen Eden Closure and 2021 Parks Financial Projection  
(CHBD 01 21 09)
- 5.11. Update on Proclamation of Various Provisions of Conservation Authorities Act  
(CHBD 01 21 10)
- 5.12. Morrison Wedgewood Floodplain  
(CHBD 01 21 15)

## 6. Action Items

- 6.1. 2021 Parks Fees and Cost Recovery  
(CHBD 01 21 11)

**CHBD 01 02** Moved by: Moya Johnson  
Seconded by: Mike Cluett

THAT the Conservation Halton Board of Directors **approves the 2021 Conservation Halton Parks Cost Recovery Fee Schedule.**

***Carried***

## 7. CEO Verbal Update

CEO Hassaan Basit noted that Glen Eden season began on February 16.

The Strategic Plan for 2021 – 2024 is making good progress and will be presented to the CH Board at the March Board meeting. The CEO noted that a public engagement campaign will be launched in the coming weeks. Board members will receive an email prior to this with information on supporting and promoting the new strategy engagement.

The CEO provided an update on grants that CH have received and won which include:

- \$116,625: Conservation Halton Winter Experience, funded by Reconnect Events and Festival Funding (Provincial government)
- \$5,000: Hiring Subsidy for one new seasonal staff, funded by Youth Job Connection
- Great Lakes Local Action fund application requesting \$49,875 was approved but the final grant amount provided is TBD

Value of **outstanding** grants for 2020-2021: \$4,912,218 which include

- Crawford Lake Boardwalk Construction: \$1,581,924 grant request from the ICIP
- Milton Newcomer Climate Action Virtual Platform Project: \$1,524,334 grant request from the Federal Government; we expect to hear back in the next few weeks
- EDI Capacity Building and Community Engagement at Conservation Halton: \$165,000 grant request from the Federal government; we expect to hear back in early spring
- Conservation Halton Indigenous Advisory Council: \$466,633 grant request from the Federal government; we expect to hear back in early spring
- Community Climate Action: \$293,561 grant request from RBC Tech for Nature; we expect to hear back in early spring
- East Burlington Creeks- Floodplain mapping: \$475,000 grant requested from the Federal government; we expect to hear back in March

The CEO provided an update on Glen Eden and winter operations:

- Park visitor numbers have increased in 2021 by over 33,500 visitors from the same period in 2020 which generated a gross revenue of \$476,000 from January 1 to February 16.
- Over 8000 people attended the Winterlit experience resulting in a gross revenue of \$120,000 and almost 5000 people attended Snowshoeing at Kelso which resulted in a gross revenue of \$126,000
- Maple at Mountsberg will start on March 4, 2021

The CEO shared an update on the progress of the CAA working group which was formalized in January to advise the MECP on proposed regulations which will implement change to the Conservation Authorities ACT. Two groups are participating in the process and include some great talent from across multi sectors. The groups meet every 2 weeks with regular updates being shared with the Hon. Jeff Yurek and MECP staff.

## 8.0 CHF Chair Update (Jim Sweetlove)

CHF Chair Jim Sweetlove provided an update from the Foundation meeting which took place on February 10. CHF Board members were presented with the Draft Unaudited Financial Statements for 2020 and the 2021 – 2024 Strategic Plan.

CHF Chair shared highlights from the Draft Unaudited Financial Statement for 2020 which included an increase in revenue of \$691,236 in 2019 to \$713, 969 in 2020 and a surplus of \$62,800 despite the challenges of COVID 19.

## 9. Other Business

There was **NO** other business

## 10. IN CAMERA

**CHBD 01 04:** Moved by: Jean Williams  
Seconded by: Marianne Meed Ward

THAT the Conservation Halton Board of Directors **convene IN CAMERA.**

***Carried***

10.1 Legal Matter  
(CHBD 01 21 12)

10.2 Legal Matter  
(CHBD 01 21 13)

10.3 Legal Matter  
(CHBD 01 21 14)

10.4 Personnel Matter

10.5 Legal Matter  
(CHBD 01 21 16)

**CHBD 01 05:** Moved by: Cathy Duddeck  
Seconded by: Rob Burton

THAT the Conservation Halton Board of Directors **reconvene in Public Forum.**

And

THAT CH Staff **proceed as recommended by CH Board of Directors In Camera.**

***Carried***

:

10.5 Postponing the 2021 Inaugural meeting of the Conservation Halton Board of Directors  
(CHBD 01 21 16)

**CHBD: 01 06** Moved by: Allan Elgar  
Seconded by: Steve Gilmour



Whereas on February 2, 2021, specific provisions in the Conservation Authority Act (CAA) were proclaimed to initiate changes to conservation authority governance;

Whereas according to the communication received by Conservation Authorities from the Ministry of the Environment, Conservation and Parks (MECP) staff these changes are aimed to provide consistency in administration across all conservation authorities, increase transparency and financial accountability, as well as increased municipal and provincial oversight of conservation authority operations;

Whereas the Chair and Vice-Chair position is now required to rotate amongst municipalities;

Whereas limiting the term of the chair/vice-chair to not hold office for more than one year or two terms, or a member to succeed an outgoing chair, vice-chair, appointed from the same participating municipality (Bill 229, 2020);

Whereas implementation of this provision will begin at the first meeting of the year following the February 2nd proclamation, meaning for Conservation Halton the February 18, 2021 Inaugural meeting.

Whereas a participating municipality or conservation authority may apply to the Minister to request an exception to the Chair and Vice-Chair term limits and rotation amongst members by including the alternative proposed and the rationale for the request;

Whereas Conservation Halton fully supports the provincial objective to provide consistency in administration across all conservation authorities;

It is Resolved that the Conservation Halton President & CEO **be directed to postpone the Inaugural meeting of the Conservation Halton Board of Directors to March 25, 2021 to ensure that the Conservation Halton Board of Directors is in full compliance with the newly proclaimed s.17 of the Conservation Authorities Act prior to holding elections for the Chair and Vice Chair for the 2021 term;**

It is Resolved that the Conservation Halton President & CEO **be directed to write to the Honourable Jeff Yurek, Minister of the Environment, Conservation and Parks to advise that the Conservation Halton Board of Directors is requesting an exception to the two-year term limit for the Chair and Vice Chair of the Conservation Halton Board of Directors as prescribed in s.17 of the Conservation Authorities Act to ensure business continuity, stability, and adequate time for succession planning.**

## 11. Adjournment

CHBD 01 07 Moved by: Bryan Lewis

THAT The Conservation Halton Board of Directors meeting **be adjourned at 5:17 p.m.**

***Carried***

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

**MEMO NO: #** CHBD 02 21 01

**FROM:** Jill Ramseyer, Director, Corporate Compliance

**DATE:** March 25, 2021

**SUBJECT:** Forest Creek Estates Land Dedication

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### Recommendation

THAT the Conservation Halton Board of Directors **receives for information the staff report confirming the closing of the Forest Creek Estates property dedication.**

### Report

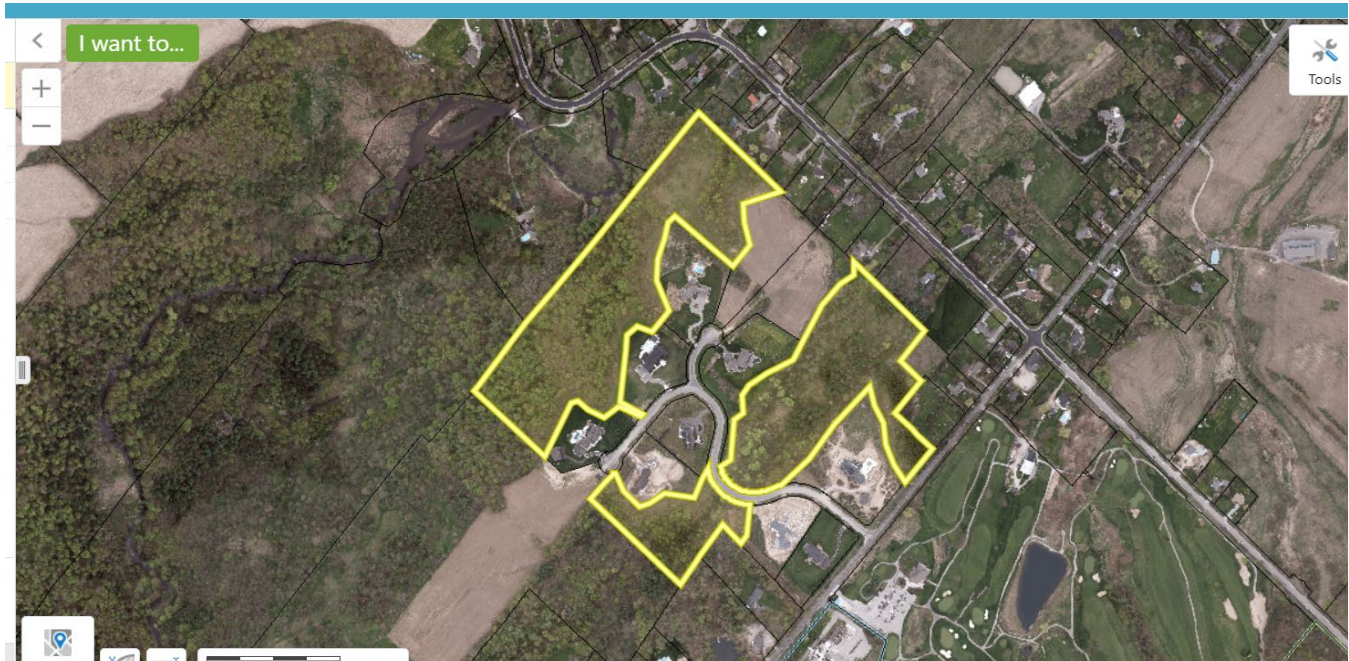
In October 2007, the Conservation Halton Board of Directors approved a report to authorize staff to accept a dedication of property in the Forest Creek Estates subdivision (file 24T-02007) in Lowville. This dedication was required as part of the subdivision agreement.

The property includes approximately 15.27 hectares of open space in three distinct blocks containing natural hazards, natural heritage features, and setbacks in the areas associated with several ravine features. The lands provide key connectivity (wildlife corridors) through the subdivision. The subdivision is located directly across the CH Administration Office, on Britannia Road.

On February 19, 2021, the property closed and is now under CH ownership.

Highlighted below are the three blocks in the Forest Creek Estates subdivision that have been dedicated to CH. The addresses are:

- Block 11- 2625 Harvest Moon Lane
- Block 12- 6070 Willowgrove Trail
- Block 13- 6071 Willowgrove Trail



### Impact on Strategic Goals

This report supports the Metamorphosis strategic theme of Protecting our natural, cultural, and scenic assets.

### Financial Impact

There is no financial impact regarding the dedication/transfer of land to Conservation Halton. There will be costs associated with ongoing maintenance of the land and property taxes. These costs will be accommodated within the existing property maintenance budget.

Signed & respectfully submitted:



Jill Ramseyer  
Director, Corporate Compliance

Approved for circulation:



Hassaan Basit  
President & CEO/Secretary-Treasurer

**FOR QUESTIONS ON CONTENT:**

Jill Ramseyer, Director, Corporate Compliance  
[jramseyer@hrca.on.ca](mailto:jramseyer@hrca.on.ca), 905 336 1158 x 2316

**TO:** Conservation Halton Board of Directors

**MEMO: #** CHBD 02 21 02

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

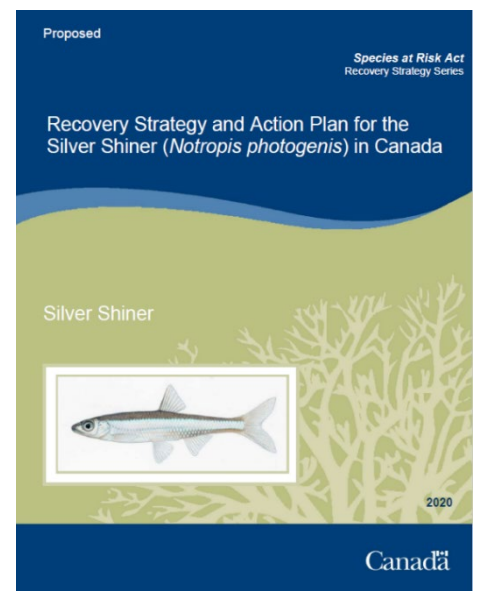
**DATE:** March 25, 2021

**SUBJECT:** Conservation Halton comments on Recovery Strategy and Action Plan for the Silver Shiner (*Notropis photogenis*) in Canada (Proposed)

## MEMO

On January 18, 2021 Fisheries and Oceans Canada (DFO) published the *Recovery Strategy and Action Plan for the Silver Shiner (Notropis photogenis) in Canada* to the Species Act Risk Registry for a 60-day public comment period. The document provides strategic direction for the recovery of the species, outlining actions that involve DFO and their partners, including Conservation Halton. The plan identifies critical habitat within both Sixteen Mile and Bronte Creek which will increase protection and federal permitting requirements for 47 km of stream length in Sixteen Mile Creek and 31 km of stream length in Bronte Creek.

Staff has reviewed the document and is supportive of the identification and delineation of critical habitat for Silver Shiner within the Bronte and Sixteen Mile Creek watersheds. Monitoring Ecology staff (Andrea Dunn) is referenced as one of six expert reviewers in the 'cooperation and consultation' section of the report, and Conservation Halton data directly informed the mapping of current occupied habitat within our watershed. The comments provided to DFO are attached (Appendix 1)



Specific comments included the following:

- taxonomic changes have resulted in the division of the Cyprinidae family, with Silver Shiner now falling under the Leuciscidae family
- recent (February 2021) publication of a paper illustrating the impact of urbanization on growth and survivorship of Silver Shiner in urban areas, specifically the Sixteen Mile Creek watershed (<https://onlinelibrary.wiley.com/doi/abs/10.1111/eff.12598>)
- update of species' life history characteristics per the above paper

Overall Conservation Halton staff are supportive of the plan and look forward to continuing restoration and monitoring initiatives to further the recovery of the species, while also working with watershed partners for sustainable growth within the Conservation Halton watershed.

### Relevance to Conservation Halton

The Silver Shiner faces threats including:

- contaminants and toxic substances,
- increases in turbidity, nutrient, and sediment-loading, and
- issues related to flow modification.

Conservation Halton is already undertaking recovery measures identified in the strategy, including:

- Involve local residents, partners, First Nations and appropriate agencies and groups in habitat improvement and threat mitigation activities,
- Conduct targeted surveys of extant populations using gear types proven effective at detecting Silver Shiner,
- Conduct targeted surveys for undetected populations in areas with suitable habitat,
- Monitor watershed where Silver Shiner is present for invasive species of concern,
- Promote stewardship among landowners and First Nations abutting aquatic habitats of Silver Shiner, and other local landowners where potential to have direct or indirect effects on the habitat of Silver Shiner,
- Increase public awareness about potential impacts of invasive species on the ecosystem, including Silver Shiner and encourage the use of existing invasive species reporting systems, and
- Implement local stewardship programs to improve habitat conditions and reduce threats within critical habitat and other occupied habitats. Priorities and mitigation approaches to be informed through threat evaluation research. Identify existing habitat that would benefit from specific threat mitigation or other habitat improvement activities; undertake threat mitigation and/or habitat improvements to the extent possible and monitor results.

Conservation Halton currently holds grants from both provincial and federal species at risk funding programs to undertake habitat restoration projects for Silver Shiner. Though targeting a particular species, these projects provide beneficial outcomes for the entire aquatic ecosystem by addressing the root causes of water quality and habitat issues. It is anticipated that approval of the Recovery Strategy and Action Plan will lead to continued partnership opportunities with DFO.

The identification of critical habitat in our watershed would provide additional legislative support for floodplain protection in these reaches and support improvements in watershed health. This may increase the complexity of planning discussions, as developers in the watershed work to adjust to the new habitat protections under the *Species at Risk Act*. Conservation Halton's Planning and Watershed Management team will continue to work with our watershed partners to grow in a sustainable manner, while supporting the recovery strategy and action plan to further protect Silver Shiner.





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Protecting the Natural  
Environment from  
Lake to Escarpment

March 8, 2021

Director  
SARA Directorate  
Department of Fisheries and Oceans  
200 Kent Street  
Ottawa, Ontario  
K1A 0E6

**BY EMAIL (SARA/LEP.XNCR@dfo-mpo.gc.ca)**

To Whom it May Concern:

**Re: Recovery Strategy and Action Plan for the Silver Shiner (*Notropis photogenis*) in Canada**

Conservation Halton has reviewed the above-referenced recovery strategy and action plan and offers the comments below:

**Executive Summary:**

Taxonomic changes have resulted in division of the Cyprinidae family, with Cyprinidae in Ontario now restricted to Common Carp (*Cyprinus carpio*) and Goldfish (*Carassius auratus*). Silver Shiner now fall under the Leuciscidae family.

**Section 5 Threats:**

Recent publications by Burbank et al. 2021 illustrate the impact of urbanization on growth and survivorship of Silver Shiner in urban areas, specifically within the Sixteen Mile Creek watershed. While the direct impact from urbanization was not specified (e.g., contaminants, imperviousness, etc.) it should be noted that urbanization has been shown to impact Silver Shiner directly within the southern Ontario range.

**Section 7.3 Narrative to support the recovery planning and implementation tables**

Recovery measure 6 (life-history characteristics) identified early results indicating a shorter life span for Silver Shiner, using unpublished data by DFO and the University of Waterloo. This

work has now been published by Burbank et al. 2021 and identifies the probable maximum age as 4 years. The data and reference should be updated accordingly.

### **Section 8.1.3 Identification of critical habitat**

Conservation Halton is pleased to see the incorporation of surveys completed by Conservation Halton and the Ministry of Natural Resources and Forestry used in the identification of the current range of Silver Shiner. As a result, we are supportive of the identified critical habitat within the Conservation Halton jurisdiction.

#### **General Comments:**

Conservation Halton has provided data and input used in the development of the Recovery Strategy and Action Plan for Silver Shiner (*Notropis photogenis*) in Canada; and as a result, is supportive of the recovery measures and critical habitat identified within our watershed. We look forward to working to further with Fisheries and Oceans Canada on the implementation of the strategy. Should you have any questions or wish to discuss our comments, please contact Andrea Dunn, Coordinator, Monitoring Ecology at [adunn@hrca.on.ca](mailto:adunn@hrca.on.ca).

Sincerely,

A handwritten signature in black ink, reading "Barbara Veale". The signature is fluid and cursive, with the first name "Barbara" and last name "Veale" clearly distinguishable.

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

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

**REPORT NO: #** CHBD 02 21 03

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

**DATE:** March 25, 2021

**SUBJECT:** Delegation of Approval Authority for Permissions  
Ontario Regulation 162/06

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### Recommendation

THAT the Conservation Halton Board of Directors **approves the following staff positions be delegated the authority to issue permissions that meet CH Board-Approved Policies for the Administration of Ontario Regulation 162/06:**

- **President and Chief Executive Officer**
- **Director, Planning and Watershed Management**
- **Associate Director, Planning and Regulations**
- **Senior Manager, Water Resources Engineering**

### Report

In 2013, changes to Ontario Regulation 162/06 were made through Ontario Regulation 59/13 to:

- provide clarity to the wording of the regulation and to resolve the misinterpretation of certain sections of the regulation;
- streamline the approval process to allow delegation of approval to staff for permissions that meet Conservation Halton's Policies for administering the regulation;
- extend the validity of permits past two years, to a maximum of 60 months (5 years) if warranted; and
- enable Conservation Authorities to require technical studies in support of permissions.

In April 2018 (CHBD 03 03), the Conservation Halton (CH) Board of Directors reaffirmed its direction to staff to generally grant permissions that meet Board-approved policies for a period of 24 months (2 years). As part of the same resolution the Board supported the consideration of permissions for a period of up to 60 months (5 Years) for: 1) major municipal infrastructure where it has been demonstrated to the Board's satisfaction that, due to the scope of the project, an extended implementation period is warranted, and 2) infrastructure maintenance using standard operating practices, where it has been demonstrated to the Board's satisfaction that an extended implementation period is warranted.

### Delegated Approval Authority

The most recent approval for delegating permissions was also approved at the April 2018 CH Board of Directors meeting. Since that time, the reporting structure and position titles have changed. It is



recommended that the following positions be delegated approval authority for permissions which meet Board-approved policies for administering Ontario Regulation 162/06:

- President and Chief Executive Officer
- Director, Planning and Watershed Management
- Associate Director, Planning and Regulations
- Senior Manager, Water Resources Engineering

### Impact on Strategic Goals

This report supports the Metamorphosis strategic theme of Protecting our natural, cultural, and scenic assets. The theme is supported by the objective to strengthen conservation, restoration, and responsible management of natural resources with a focus on evidence-based programs. It also supports the theme Taking care of our growing communities and 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  
Director, Planning & Watershed Management

Approved for circulation:



Hassaan Basit  
President & CEO/Secretary-Treasurer

**FOR QUESTIONS ON CONTENT:**

Barbara J. Veale, 905.336.1158 x 2273;  
bveale@hrca.on.ca

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

**REPORT NO: #** CHBD 02 21 04

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

**DATE:** March 25, 2021

**SUBJECT:** Groundwater Management Program Membership  
CH File No.: ADM 354

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## Recommendation

THAT the Conservation Halton Board of Directors **approves the proposal to become a member of the groundwater management program and authorizes the President and CEO to sign the attached Memorandum (Appendix A) on behalf of Conservation Halton.**

## Report

In 2001 the Conservation Authorities Moraine Coalition (CAMC) and Municipalities of York, Peel, Durham and Toronto (YPDT) brought together their programs for managing groundwater resources. In 2017, with the transition of CAMC to a broader Greater Golden Horseshoe Coalition model, the program was renamed to the Oak Ridges Moraine Groundwater Program. The program continues to grow well beyond the extents of the moraine, and the name is expected to change accordingly.

The mandate of the groundwater management program is to provide a multi-agency, collaborative approach to collecting, analyzing and disseminating water resource data as a basis for effective management of groundwater.

This well-established partnership program for long-term groundwater resource management involves paid membership of the municipalities of York, Peel, Durham, Toronto, and recently Halton Region. In December 2020, Halton Region Council passed the 2021 budget for Halton Region to join the program as a funding agency as of January 1, 2021.

The program is set up such that Conservation Authorities (CAs) may avail of full membership benefits upon their municipalities becoming paid members. CA membership currently includes: Credit Valley, Central Lake Ontario, Ganaraska Region, Kawartha, Lake Simcoe Region, Lower Trent Region, Nottawasaga Valley, Otonabee Region and Toronto and Region. Upon the Halton Region municipality signing a Memorandum of Understanding, **Conservation Halton can join the program at no cost while availing member benefits.**

The program establishes data collection and management standards, and analytical methods for groundwater management, and visualization tools. These tools provide the regional hydrogeological context for ongoing groundwater studies and management, including groundwater resource utilization and predicting potential impacts of infrastructure and urban development. The program recently expanded to include climate station data to support climate change projects and programs.

Conservation Halton staff anticipates that the program will support watershed management goals including updated water budgets, watershed studies, local studies, besides supporting scientific papers, technical assessments, climate change considerations, and more. Staff will provide water budget and groundwater flow models as well as groundwater and wetland monitoring data. Staff will be able to leverage the vast data, information and maintained models to support Conservation Halton watershed management goals.

A Memorandum of Understanding (MOU) is in place until Dec. 31, 2030 for member municipalities and conservation authorities. Data and information collected by each organization remains the intellectual property of that organization. Where the Central Lake Ontario CA forms derivatives (e.g., a water table), the partner funding agencies and CAs shall be the owners of such information in equal shares, where other agreements do not exist. Liability insurance is required. Conservation Halton staff are being kept informed about the status of signing of the MOU by the Municipality of Halton Region. Staff propose that upon Halton Region signing the MOU, Conservation Halton do the same.


### Impact on Strategic Goals

This report supports the Metamorphosis strategic theme of Protecting our natural, cultural, and scenic assets and preparing for the effects of climate change. This is accomplished by strengthening the responsible management of natural resources with a focus on evidence-based programs.

### Financial Impact

There is no financial impact to this report.

Signed & respectfully submitted:



Barbara J. Veale  
Director, Planning and Watershed Management

Approved for circulation:



Hassaan Basit  
CEO/Secretary-Treasurer

**FOR QUESTIONS ON CONTENT:** Chitra Gowda, Sr. Manager, Watershed Planning and Source Protection, 905-336-1158 x1137 [cgowda@hrca.on.ca](mailto:cgowda@hrca.on.ca)



## **OAK RIDGES MORaine GROUNDWATER PROGRAM**

Previously Referred to as:  
YORK PEEL DURHAM TORONTO (YPDT) AND  
CONSERVATION AUTHORITIES MORaine COALITION (CAMC)  
GROUNDWATER MANAGEMENT PROGRAM

### **MEMORANDUM OF UNDERSTANDING FOR THE COLLECTION, MAINTENANCE, AND DISTRIBUTION OF PROGRAM DATA AND INFORMATION**

**THE FOLLOWING HAS BEEN AGREED TO BY:**

**CITY OF TORONTO**

**THE REGIONAL MUNICIPALITY OF DURHAM**

**THE REGIONAL MUNICIPALITY OF PEEL**

**THE REGIONAL MUNICIPALITY OF YORK**

**THE REGIONAL MUNICIPALITY OF HALTON**

**CENTRAL LAKE ONTARIO CONSERVATION AUTHORITY**

**CREDIT VALLEY CONSERVATION AUTHORITY**

**GANARASKA REGION CONSERVATION AUTHORITY**

**CONSERVATION HALTON**

**KAWARTHA CONSERVATION AUTHORITY**

**LAKE SIMCOE REGION CONSERVATION AUTHORITY**

**LOWER TRENT REGION CONSERVATION AUTHORITY**

**NOTTAWASAGA VALLEY CONSERVATION AUTHORITY**

**OTONABEE REGION CONSERVATION AUTHORITY**

**TORONTO AND REGION CONSERVATION AUTHORITY**

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## 1.0 BACKGROUND

- A. In the late 1990's, the Toronto and Region Conservation Authority was instrumental in initiating discussions with staff of The Regional Municipality of Peel and The Regional Municipality of York on groundwater management issues. Similarly, in 1999 the Central Lake Ontario Conservation Authority initiated discussions with The Regional Municipality of Durham to create a consistent approach to groundwater understanding and management across municipal and watershed boundaries, and proposed the establishment of partnerships with conservation authorities, municipalities and provincial agencies. The ensuing discussions resulted in a partnership between the three regional municipalities, the City of Toronto, and six conservation authorities to undertake a Groundwater Management Strategy Study.
- B. In a parallel process, the Regional Municipalities of Durham, Peel, and York, in partnership with the City of Toronto and the Conservation Authorities Moraine Coalition (i.e. the nine Conservation Authorities having jurisdiction within the Oak Ridges Moraine) began to address public concerns about the protection of the Oak Ridges Moraine, as well as the growing public interest in the protection of water resources in general.
- C. These two initiatives were brought together when in 2001, the Conservation Authorities agreed to retain a project manager under its direction to move forward with the York-Peel-Durham-Toronto Groundwater Management Study.
- D. In 2017, with the transition of the Conservation Authorities Moraine Coalition to a broader Greater Golden Horseshoe Coalition model, the program was rebranded to the Oak Ridges Moraine Groundwater Program (ORMGP). As such, as of 2017, the former YPDT-CAMC name is no longer actively used and has been supplanted with the ORMGP label.
- E. This is the third Memorandum of Understanding (MOU) agreed to by this coalition, the first having expired in 2010 and the second set to expire at the end of 2020.
- F. In December 2020, Halton Region Council passed the 2021 budget for Halton Region where staff had proposed joining the ORMGP as a funding agency. As of January 1, 2021, Halton Region is a partner to the program on par with the four other funding agencies (Toronto, York, Peel, Durham). As of February 25, 2021, and subsequent to the signing of the MOU by the 13 original primary partner agencies, the MOU has been slightly amended in a number of areas to reflect the inclusion of the Regional Municipality of Halton and Conservation Halton.
- G. In light of the continued achievements of the ORMGP, which have demonstrated the success of multi-agency collaboration in the collection, analysis and sharing of Data and Information related to groundwater management, the City of Toronto, pursuant to its powers of a natural person under section 7 of the *City of Toronto Act, 2006*, S.O. 2006, c. 11, Sch. A, as amended, and The Regional Municipalities of Halton, Durham, Peel, and York, pursuant to their powers of a natural person under section 9 of the *Municipal Act, 2001*, S.O. 2000, c. 25, as amended, the said municipalities have agreed to continue the initiative as a long-term sustained program with the nine conservation authorities which were formerly partners in the Conservation Authorities

Moraine Coalition plus Conservation Halton, and as a joint undertaking among themselves pursuant to section 16 of the said *City of Toronto Act, 2006*, and section 20 of the said *Municipal Act, 2001*. The conservation authorities pursuant to their powers under section 21 of the *Conservation Authorities Act*, R.S.O. 1990, c. C.27, as amended, have also agreed to continue the initiative as a long-term sustained program with the said municipalities.

**THEREFORE** the parties to this MOU agree as follows:

## **2.0 DEFINITIONS**

In this MOU, unless the context requires otherwise,

- (a) **“CAMC”** means an informal association composed of Conservation Authorities under the name of the Conservation Authorities Moraine Coalition (the association was active and regularly met from 1999 through to 2017);
- (b) **“CLOCA”** means the Central Lake Ontario Conservation Authority;
- (c) **“Conservation Authority”** means Central Lake Ontario Conservation Authority, Credit Valley Conservation Authority, Conservation Halton, Ganaraska Region Conservation Authority, Kawartha Conservation Authority, Lake Simcoe Region Conservation Authority, Lower Trent Region Conservation Authority, Nottawasaga Valley Conservation Authority, Otonabee Region Conservation Authority, Toronto and Region Conservation Authority;
- (d) **“Consultant Members”** means any consulting firm that has signed and agreed to the “Consultant Agreement”, substantially in the form of the agreement contained in Schedule 5 to this MOU;
- (e) **“Consultant Member Agreement”** means an agreement substantially in the form of the agreement contained in Schedule 5 to this MOU;
- (f) **“Data”** means: i) a collected measurement (e.g. water levels, geology, pumping rates, etc.) pertaining to an individual location (well, climate, stream flow); or ii) digitized scanned hydrogeological (or other water or geological related) reports that contain relevant water or geology related Data and/or interpretation;
- (g) **“Database”** means the accumulated body of Data and Information contributed from Primary Partner Agencies or collected by ORMGP staff from others and assembled in a coordinated manner through the ORMGP including numerical models as well as geological and hydrogeological maps constructed from the Data points by ORMGP staff or consultants to the program and deposited in electronic format in a central location administered and maintained by ORMGP staff under the oversight of CLOCA in accordance with the ORMGP initiative;
- (h) **“Data and Information Sharing Agreement”** means an agreement substantially in the form of the agreement contained in Schedule 2 to this MOU;

- (i) **“Executive Steering Committee”** means the group of individuals who from time to time hold the positions responsible for the operation of water supply and distribution systems in each Municipality, and the chief administrative officers, or individuals who hold positions having similar responsibilities, of each Conservation Authority, and includes the authorized designates of such individuals;
- (j) **“Information”** means interpretations of the Data in the Database or other Data including without limitation, numerical models, reports or maps prepared by Partner Agencies, ORMGP staff or consultants to the program;
- (k) **“Municipality”** means the City of Toronto, The Regional Municipality of Durham, The Regional Municipality of Peel, The Regional Municipality of York and the Regional Municipality of Halton;
- (l) **“Numerical Models”** means collectively, all digital files necessary to run a specified numerical modelling code (e.g. Modflow, FeFlow, MikeShe, GSFlow, etc.). This would include: i) the database; ii) all necessary interpreted digital input files needed to run the model; and iii) results or output files needed to prepare any figures or results delivered with the numerical model report.
- (m) **“Numerical Model Sharing Agreement”** means an agreement substantially in the form of the agreement contained in Schedule 3 to this MOU;
- (n) **“ORMGP”** means the Oak Ridges Moraine Groundwater Program, all Primary Partner Agencies working together as an informal association in furtherance of the ORMGP;
- (o) **“ORMGP Staff”** means those staff members currently employed by CLOCA (or in the future, upon approval of the Executive Steering Committee, employed by any of the Primary Partner Agencies) for the explicit purposes of managing or technically contributing to the ORMGP;
- (p) **“Primary Partner Agency”** means an original funding and/or technically contributing agency partner, including one of the ten Conservation Authorities or a Municipality. Over the period covered by this MOU, additional Primary Partner Agencies can be added with the approval of the Executive Steering Committee;
- (q) **“Secondary Partner Agency”** means a Local Municipality or incorporated government agency that has signed and agreed to the Secondary Partnership Agreement.

Over the period covered by this MOU, upon request, additional Secondary Partner Agencies can be added by ORMGP staff with notification to the Technical Steering Committee and signing of the Secondary Partnership Agreement;

- (r) **“Secondary Partner Agreement”** means an agreement substantially in the form of the agreement contained in Schedule 4 to this MOU;
- (s) **“Technical Steering Committee”** means the group of individuals from each Primary Partner Agency who are designated by members of the Executive Steering



Committee to provide technical liaison between the Primary Partner Agency and the ORMGP and to assist in guiding the program forward.

- (t) **“YPDT/CAMC”** (2001 through 2017) historically meant the Conservation Authorities and Municipalities working together as an informal association in furtherance of the YPDT-CAMC Groundwater Management Program.
- (u) **“YPDT/CAMC Program”** (2001 through 2017) historically meant the overall collective program as carried out by staff on behalf of the Primary Partner Agencies.

### **3.0 PROGRAM DESCRIPTION**

The ORMGP is a joint undertaking by the Primary Partner Agencies for the purpose of providing a multi-agency, collaborative approach to collecting, analyzing and disseminating water resource Data and Information as a basis for effective stewardship and management of water resources. The program boundary incorporates the entirety of three Source Water Protection (SWP) Regions (i) Credit Valley, Toronto and Region, and Central Lake Ontario; ii) South Georgian Bay – Lake Simcoe; and iii) Trent Conservation Coalition), allowing for consistency in approach across the SWP Regions. As of January 2021, the boundary also includes that part of the Halton/Hamilton SWP Region that encompasses Halton Region and Conservation Halton. These SWP Regions encompass the areas of jurisdiction of the Primary Partner Agencies.

#### **3.1 Primary Objectives**

The primary objectives of the ORMGP are to:

- (a) maintain an up to date hydrogeological analysis system, comprised of: i) a Database; ii) a 3-D digital geological representation; and iii) numerical groundwater flow model(s), that can be used by any Partner Agency to address issues related to water management;
- (b) maintain a password protected web-based portal where technical staff from i) Primary Partner Agencies; ii) Secondary Partner Agencies; iii) Consultant Members; and iv) others as agreed to from time to time (e.g. Federal and Provincial Agencies and Universities), are able to quickly and easily gain access to (and where possible to upload and/or download) program Data and Information;
- (c) coordinate access to the ORMGP password protected web-based portal by technical staff from: i) Primary Partner Agencies; ii) Secondary Partner Agencies; iii) Consultant Members; and iv) others as agreed to by the Technical Steering Committee from time to time (e.g. Federal and Provincial Agencies and Universities); including the creation and maintenance of web-based accounts as needed, the establishment and setting of any agreed to fees, and the collection of such fees (through Central Lake Ontario Conservation Authority);

- (d) maintain an open web-based portal where members of the public can quickly and easily gain access to limited parts of the ORMGP Data and Information;
- (e) continue to develop improvements in the ORMGP web-based portal to ensure that knowledge and insights gained from the past are presented in a manner that assists water related decision making into the future;
- (f) maintain an inventory of numerical models that, upon the signing of the ORMGP “Numerical Model Sharing Agreement”, as substantially in the form contained in Schedule 3 to this MOU, can be used in addressing/exploring water management issues/opportunities;
- (g) develop consistency in water management approaches at the Primary Partner Agencies;
- (h) coordinate water management approaches and techniques across the boundaries of the Primary Partner Agencies;
- (i) liaise with the federal government and provincial governments for the purposes of:
  - a. incorporating relevant datasets into the ORMGP (and signing any agreements on behalf of the Primary Partner Agencies for the purposes of fulfilling responsibilities of carrying out the program);
  - b. working with provincial and federal agencies to seek agreement for widespread distribution and use of federal and provincial Data and Information sets beyond the Primary Partner Agencies;
  - c. promoting the overall water management approach to the upper levels of government; and
  - d. seeking additional sources of funding for the ORMGP;
- (j) liaise with Secondary Partner Agencies and Consultant Members and others as agreed to from time to time (e.g. Federal and Provincial Agencies and Universities) for the purposes of:
  - a. incorporating relevant datasets into the ORMGP (and signing any agreements on behalf of the Primary Partner Agencies for the purposes of fulfilling responsibilities of carrying out the program);
  - b. ensuring that technical staff from all Secondary Partner Agencies and Consultant Members are able to readily provide Data and Information to ORMGP staff beyond what is available from the Primary Partner Agencies;

## **4.0 COLLECTION OF DATA**

- 4.1** Each Primary Partner Agency will collect water related Data in accordance with its requirements as determined by its responsible officers and/or management personnel, subject to the policies and/or direction of the Council of the Municipality or Board of the Conservation Authority, as the case may be. A Primary Partner Agency is not obligated to collect any type of Data or Information by virtue of agreeing to participate in the ORMGP or by agreeing to act in accordance with this MOU.

- 4.2** The ORMGP may establish non-binding protocols for the collection of Data for the purpose of providing organization and formatting standards which will permit the convenient and effective incorporation and utilization of high quality Data by the Partnered Agencies. Such protocols could be wide ranging, including addressing the issues of: coordination of Data collection efforts by the Primary Partner Agencies; technical requirements for measurement and testing activities; and procedures for adding new Data to the Database. In addition, specific projects could be proposed to deal with such matters as the coordination of funding for specific Data collection initiatives.

## **5.0 DEPOSIT OF DATA**

- 5.1** Each Primary Partner Agency will deposit Data which it has collected into the Database (or make it available to ORMGP staff for incorporation into the Database) within a reasonable time after the Data has been collected and compiled by the Primary Partner Agency in a readily accessible and understandable manner and format, and has been reviewed by its responsible officers and/or management personnel.
- 5.2** Notwithstanding section 5.1, a Primary Partner Agency is not obligated by this MOU to deposit any Data into the Database. For example, if the Primary Partner Agency in its absolute discretion is of the opinion that specific categories or items of Data include “personal information”, as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended, or information of a general nature which the Primary Partner Agency may refuse to disclose in accordance with sections 6, 7, 8, 9, 10, 11, 12, 13, or 15 of the said Act, the Primary Partner Agency may determine not to contribute the Data to the Database.

## **6.0 MAINTENANCE OF DATA**

- 6.1** ORMGP staff, under the oversight of CLOCA will act as the custodian of the Database. The responsibilities of the ORMGP will include without limitation:
- Coordination with Primary Partner Agencies, for the deposit of new Data into the Database;
  - Provision of a high quality of oversight with respect to the quality of the Data being deposited into the Database, to ensure that the Data is within a reasonable range of results, in accordance with generally accepted standards of analysis;
  - Acquisition and incorporation into the Database of new Data from any relevant source, which could be obtained from, for example, historical consultant reports, universities, consultants, the Government of Canada, the Province of Ontario or of another province or territory in Canada, the government of a foreign country or state, or from an agency of any such government or any international organization of states or a body of such an organization;

- Incorporation of Data into the Database in a manner that will facilitate fast and convenient access by Primary Partner Agencies;
- Development and maintenance of a metadata process to track the origin and quality of Data in the Database;
- Serve as the custodian and manager of numerical models that have been used by Primary Partner Agencies to make water management or land use decisions. Management of these numerical models includes ensuring that all files necessary to run the numerical model to completion have been delivered to the Primary Partner Agency from a consultant.
- Maintain an inventory of numerical models that are available, upon the signing of the ORMGP Numerical Model Sharing Agreement, for future use.
- Security and maintenance of the computer hardware and related equipment, and software which is necessary for the efficient functioning of the Database;
- Provision of a copy of updated Data to Primary Partner Agencies on a regular schedule with an interval of one year as the proposed target; and
- Any other responsibilities relating to the program as approved by the Executive Steering Committee and agreed to by CLOCA.

## **7.0 INTERPRETATION OF DATA**

**7.1** ORMGP staff, in cooperation and collaboration with Primary Partner Agency staff, will interpret Data (or retain consultants to interpret Data) from the Database to derive Information. Interpretation will largely be in the form of digital geological and hydrogeological maps, numerical models, technical graphs, as well as reports. Each Primary Partner Agency, either independently or with the participation of consultants, may also interpret Data from the Database to derive information.

## **8.0 MAINTENANCE OF INFORMATION**

ORMGP staff, under the oversight of CLOCA, will be the custodian of the Information. The responsibilities of ORMGP will include without limitation:

- Provision of an updated suite of interpreted maps to Primary Partner Agencies on a regular schedule with an interval of one year as the proposed target;
- Coordination with Primary Partner Agencies for the incorporation of changes and new interpretations into the information sets;
- Security and maintenance of the computer hardware and related equipment, and software which is necessary for the efficient interpretation and distribution of the information.

## **9.0 DISTRIBUTION OF DATA (NON WEB-BASED)**

- 9.1** Upon request to ORMGP staff, each Primary Partner Agency shall have access to Data for locations within its boundaries or area of jurisdiction, plus a buffer area of five kilometres beyond its boundaries or its area of jurisdiction, without restrictions of any kind, except where the Primary or Secondary Partner Agency or Consultant Member has deposited Data into the Database and has imposed restrictions on access to its Data by other Primary or Secondary Partner Agencies or Consultant Members.
- 9.2** Notwithstanding section 9.1, upon request to ORMGP staff, each Primary Partner Agency shall have access to Data for locations which are more than five kilometres beyond its boundaries or its area of jurisdiction, without restrictions of any kind, if the Primary Partner Agency which is requesting access is responsible for the planning, development, or operation of a facility, program, or project that is located in whole or in part within the boundaries or the area of jurisdiction of another Primary Partner Agency, unless the Primary or Secondary Partner Agency or Consultant Member has deposited Data into the Database and has imposed restrictions on access to its Data by other Primary or Secondary Partner Agencies or Consultant Members.
- 9.3** Each Primary Partner Agency may use any Data which it has accessed from the Database, for any purpose which the Primary Partner Agency in its absolute discretion sees fit except where the Primary Partner Agency which has deposited the Data into the Database has imposed restrictions upon the purposes for which the Data may be used by other Primary Partner Agencies.
- 9.4** In cases where large ORMGP derived data sets are required for use by a third party, (e.g. in support of projects administered by a Primary Partner Agency), a Data and Information Sharing Agreement can be used. The Primary Partner Agency which has jurisdiction of the geographical area in question will be informed of the request prior to the release of any Data or Information and, it is at the discretion of that Primary Partner Agency as to whether such a Data and Information Sharing Agreement is required. Regardless of whether a Data and Information Sharing Agreement has been signed, each Primary Partner Agency may disclose any Data that it has accessed from the Database to any person as the Primary Partner Agency in its absolute discretion sees fit, except where the Primary Partner Agency which has deposited the Data has imposed restrictions upon the disclosure of specific categories or items of Data or upon the purposes for which Data may be disclosed or has requested a Data and Information Sharing Agreement be used. As requested, ORMGP staff will assist with the logistics of such large data transactions.
- 9.5** In the cases of data transfer as outlined in section 9.4, each Primary Partner Agency shall ensure that any person who requests access to Data agrees to provide any Data that the person collects about locations, within the area to which the Data which is disclosed relates, back to the Primary Partner Agency for incorporation into the Database.
- 9.6** If required, Data and Information Sharing Agreements (see Schedule 2) shall be administered by the Primary Partner Agency to whom a request for access to Data is made. Upon request, this can also be undertaken by ORMGP staff.

- 9.7** Subject to any agreement between a Primary Partner Agency and the Province of Ontario or the Government of Canada, or agencies thereof the Primary Partner Agencies commit to the principle of making fully accessible to the consulting community and the general public, as much of the Data collected under the ORMGP as possible.
- 9.8** Nothing in this MOU requires a Primary Partner Agency that has accessed Data from the ORMGP to disclose any categories or items of Data to any person, if the Primary Partner Agency is of the opinion on reasonable grounds that to do so would prejudice the economic interests, legal interests or the competitive position of any Primary Partner Agency, or of a person, group of persons, or an organization, including the Government of Canada, the government of a province or territory in Canada or of a foreign country or state, or an international organization of states, or an agency of any such government or organization.
- 9.9** Nothing in this MOU restricts the ability of a Primary Partner Agency to disclose Data which it has deposited to the ORMGP to any person upon such terms and conditions as the Primary Partner Agency considers appropriate.
- 9.10** Nothing in this MOU restricts the obligation of a Primary Partner Agency to disclose any category or item of Data as required by law.
- 10.0 DISTRIBUTION OF INFORMATION (NON WEB-BASED)**
- 10.1** Upon request to ORMGP staff, each Primary Partner Agency shall have access to Information for locations within its boundaries or area of jurisdiction plus a buffer area of five kilometres beyond its boundaries or its area of jurisdiction, without restrictions of any kind.
- 10.2** Notwithstanding section 10.1, upon request to ORMGP staff, each Primary Partner Agency shall have access to Information for locations that are more than five kilometres beyond its boundaries or its area of jurisdiction, without restrictions of any kind, if the Primary Partner Agency which is requesting access is responsible for the planning, development, or operation of a facility, program, or project which is located in whole or in part within the boundaries or the area of jurisdiction of another Primary Partner Agency, unless the Primary or Secondary Partner Agency or Consultant Member has deposited Information into the Database and has imposed restrictions on access to its Information by other Partner Agencies.
- 10.3** Each Primary Partner Agency may use any Information which it has accessed from the ORMGP for any purpose which the Primary Partner Agency in its absolute discretion sees fit.
- 10.4** In cases where extensive ORMGP derived Information products are required for use by a third party, (e.g. in support of projects administered by a Primary Partner Agency), a Data and Information Sharing Agreement can be used. On a case by case basis, it is at the discretion of the Primary Partner Agency as to whether such a Data and Information Agreement is required. Regardless of whether a Data and Information Agreement has been signed, each Primary Partner Agency may disclose any Information that it has accessed from the ORMGP to any person as the Primary



Partner Agency in its absolute discretion sees fit. If requested, ORMGP staff will assist with the logistics of such large data transactions.

- 10.5** In the cases of Data transfer as outlined in section 10.4, each Primary Partner Agency shall ensure that any person who requests access to Information agrees to provide any insights/changes required regarding the Information provided, within the area to which the Information which is disclosed relates, back to the Primary Partner Agency, for the purposes of having ORMGP staff improve future renditions of the Information.
- 10.6** If deemed to be required, Data and Information Sharing Agreements shall be administered by the Primary Partner Agency to whom a request for access to Information is made. Upon request, this can also be undertaken by ORMGP staff.
- 10.7** The Primary Partner Agencies commit to the principle of making fully accessible to the consulting community and the general public, the Information compiled under the ORMGP.
- 10.8** Nothing in this Memorandum of Understanding requires a Primary Partner Agency which has obtained Information from the Program to disclose said Information to any person, if the Primary Partner Agency is of the opinion on reasonable grounds that to do so would prejudice the economic interests, legal interests or the competitive position of any Primary Partner Agency, or of a person, group of persons, or an organization, including the Government of Canada, the government of a province or territory in Canada or of a foreign country or state, or an international organization of states, or an agency of any such government or organization.
- 10.9** Nothing in this Memorandum of Understanding restricts the ability of a Primary Partner Agency to disclose Information which it has deposited to the program to any person upon such terms and conditions as the Primary Partner Agency considers appropriate.
- 10.10** Nothing in this Memorandum of Understanding restricts the obligation of a Primary Partner Agency to disclose any category or item of Information as required by law.

## **11.0 DISTRIBUTION OF DATA AND INFORMATION – WEB-BASED**

- 11.1** With respect to sections 9.7 and 10.7, ORMGP will maintain a program website, that discusses the overall program, scientific technical aspects related to the program, and provides a web-based portal to allow for fast and convenient access to the program's Data and Information. The web-based portal will be designed such that there is: i) an open area where the general public can view Data and Information; and ii) a password protected area where specific technical Data and/or Information from the program will only be available to technical staff from Partner Agencies and Consultant Members.
- 11.2** Upon request, any staff member from a Primary Partner Agency will be provided with access to the password protected part of the web-portal.
- 11.3** Technical staff from both Secondary Partner Agencies as well as from Consultant Members will be allowed access to the ORMGP's Data and Information via the password protected web portal upon the signing of an agreement (see Schedule 4 and/or 5) with the ORMGP and the payment of any fees as set from time to time by

ORMGP staff in consultation with the Technical Steering Committee. Over the period covered by this MOU, upon request additional Secondary Partner Agencies or Consultant Members can be added by ORMGP staff with notification to the Technical Steering Committee.

**11.4** Each Primary Partner Agency can decide which of their data or information (if any) is to be reserved for access through the password protected portal only.

**11.5** No Data Sharing Agreements are required for web-based access to ORMGP Data and/or Information.

## **12.0 LIABILITY AND INSURANCE**

Each of the Primary Partner Agencies during the term of this MOU shall maintain in force adequate policies of comprehensive general liability insurance in an amount of not less \$1,000,000 per occurrence, in respect of any claims or causes of action which may arise as a result of the Primary Partner Agency's participation in the ORMGP. Such amount of coverage may be increased from time to time during the term of the MOU to accord with the general practice of the Primary Partner Agencies.

## **13.0 TERM, AMENDMENTS, TERMINATION**

**13.1** This MOU comes into effect on the date when it has been executed by all of the Primary Partner Agencies. The MOU will continue in effect until December 31, 2030, and may be extended for successive additional periods of not more than ten years by the written agreement of the Primary Partner Agencies, upon the same terms and conditions as those set out in this MOU.

**13.2** Each Primary Partner Agency agrees that it is making a commitment to participating in the program in accordance with the provisions of this MOU. A Primary Partner Agency may withdraw from the program by giving not less than six months notice in writing to ORMGP staff as well as to each of the other Primary Partner Agencies at the addresses and to the designated contact persons or positions set out in Schedule 1.

## **14. GENERAL**

### **14.1 Notice**

Any notice made or given under this MOU shall be in writing and may be delivered to other Primary Partner Agencies by prepaid registered mail, at the addresses set out in Schedule 1, or at such other addresses as to the other Primary Partner Agencies may designate from time to time in writing. The notice will be deemed to have been received on the day following three consecutive business days after the day of mailing in the absence of any strike or other interruption in postal service.

### **14.2 Interpretation**

(a) Words in the singular include the plural, and words in the plural include the singular, as the context requires.



- (b) This MOU sets out the fundamental elements of the understanding among the Primary Partner Agencies concerning the administration and operation of the ORMGP.

#### **14.3 Non-Enforceable Obligations**

The provisions of MOU are not intended to create obligations which are capable of being enforced before a court of law by one Primary Partner Agency against another Primary Partner Agency.

#### **14.4 Applicable Laws**

The Primary Partner Agencies shall comply with all applicable laws in carrying out their activities relating to the ORMGP.

#### **14.5 Intellectual Property**

If CLOCA, its officers, directors, employees, contractors or agents create any Intellectual Property in the course of carrying out their responsibilities under this MOU, the Primary Partner Agencies shall be deemed to be the owners of such Property in equal shares, in the absence of any agreement among the Primary Partner Agencies which provides otherwise.

#### **14.6 No Agency**

Nothing in this MOU is to be construed as authorizing any one of the Primary Partner Agencies to contract for or incur any obligation on behalf of or to act as agent for one or more of the other Primary Partner Agencies.

#### **14.7 Additional Documents and Actions**

The parties agree to execute and deliver such further documents or do such other things as may reasonably be required from time to time by the Executive Steering Committee to give effect to this MOU. The Primary Partner Agencies agree to work together in a spirit of co-operation to make the ORMGP work as effectively as possible.

#### **14.8 No Assignment**

The rights and responsibilities of a Primary Partner Agency under this MOU may not be assigned to any other person.

#### **14.9 Counterparts and Signatures**

This MOU may be executed in two or more counterparts that together shall constitute one and the same MOU. The parties may sign this MOU by fax or electronic transmission and delivered to each Primary Partner Agency at the addresses set out in Schedule 1.

**IN WITNESS WHEREOF** the parties hereto have executed this MOU under the hands of their respective officers duly authorized on their behalf.

**CITY OF TORONTO**

By: _____	By: _____
Name:	Name:
Title:	Title:
Dated:	

I/We have authority to bind the corporation

**THE REGIONAL MUNICIPALITY OF DURHAM**

By: _____	By: _____
Name:	Name:
Title:	Title:
Dated:	

I/We have authority to bind the corporation

**THE REGIONAL MUNICIPALITY OF PEEL**

By: _____	By: _____
Name:	Name:
Title:	Title:
Dated:	

I/We have authority to bind the corporation

**THE REGIONAL MUNICIPALITY OF YORK**

By: _____	By: _____
Name:	Name:
Title:	Title:
Dated:	

I/We have authority to bind the corporation

**THE REGIONAL MUNICIPALITY OF HALTON**

By: _____	By: _____
Name:	Name:
Title:	Title:
Dated:	

I/We have authority to bind the corporation

**CENTRAL LAKE ONTARIO CONSERVATION AUTHORITY**

By: _____	By: _____
Name:	Name:
Title:	Title:
Dated:	

I/We have authority to bind the corporation

**CREDIT VALLEY CONSERVATION AUTHORITY**

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

I/We have authority to bind the corporation

**CONSERVATION HALTON**

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

I/We have authority to bind the corporation

**GANARASKA REGION CONSERVATION AUTHORITY**

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

I/We have authority to bind the corporation

**KAWARTHA CONSERVATION AUTHORITY**

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

I/We have authority to bind the corporation

**LAKE SIMCOE REGION CONSERVATION AUTHORITY**

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

I/We have authority to bind the corporation

**LOWER TRENT REGION CONSERVATION AUTHORITY**

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

I/We have authority to bind the corporation

**NOTTAWASAGA VALLEY CONSERVATION AUTHORITY**

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

I/We have authority to bind the corporation

**OTONABEE REGION CONSERVATION AUTHORITY**

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

I/We have authority to bind the corporation

**TORONTO AND REGION CONSERVATION AUTHORITY**

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

I/We have authority to bind the corporation

## **APPENDED SCHEDULES**

The following Schedules, which, over the period covered by this MOU, may be updated from time to time by ORMGP staff in consultation with the Technical Steering Committee, are attached to, and form part of this MOU:

Schedule 1 - Contact Details

Schedule 2 - Data and Information Sharing Agreement

Schedule 3 – Numerical Model Sharing Agreement

Schedule 4 – Secondary Partner Agreement

Schedule 5 – Consultant Member Agreement

Schedule 6 – Consultant – Client Waiver to Provide Data to ORMGP

Schedule 7 - Accessibility of Data and Information

Schedule 8 – ORMGP Data Provision Clause for Incorporation into a  
Hydrogeological/Hydrological/Geotechnical Terms of Reference  
Document

Schedule 9 – Website Disclaimer

Schedule 10 – Financial Framework

## Contact Details

### **Municipalities' and Conservation Authorities' Designated Contact Person or Position, Business Addresses, email Addresses**

City of Toronto  
Contact: Mr William Snodgrass; Ph: 416-392-9746  
Metro Hall, Stn. 1180, 18<sup>th</sup> Floor  
55 John Street  
Toronto Ontario  
M5V 3C6  
wsnodgr@toronto.ca

The Regional Municipality of York  
Contact: Mr. Mike Fairbanks; Ph: 877-464-9675 x75523  
17250 Yonge Street  
Newmarket, Ontario  
L3Y 6Z1  
Mike.Fairbanks@york.ca

The Regional Municipality of Peel  
Contact: Mr. Luis Lasso; Ph: 905-791-7800 x 4646  
10 Peel Centre Drive  
Brampton, Ontario  
L6T 4B9  
Luis.Lasso@peelregion.ca

The Regional Municipality of Durham  
Contact: Ms. Beata Golas; Ph: 800-372-1103 x3447  
605 Rossland Rd. E.  
Whitby Ontario  
L1N 6A3  
Beata.Golas@Durham.ca

The Regional Municipality of Halton  
Contact: Mr. Jon Clark; Ph: 905-825-6000, ext. 7488  
1151 Bronte Road  
Oakville, Ontario  
L6M 3L1  
jon.clark@halton.ca

Toronto and Region Conservation Authority  
Contact: Mr. Don Ford; Ph: 416-661-6600 x5369  
5 Shoreham Drive  
Downsview, Ontario  
M3N 1S4  
Don.Ford@trca.ca

Credit Valley Conservation  
Contact: Mr. Kerry Mulchasingh; Ph: 905-670-1615  
1255 Old Derry Road  
Mississauga, Ontario  
L5N 6R4  
Kerry.Mulchansingh@cvc.ca

Nottawasaga Conservation Authority  
Contact: Mr. Ryan Post; Ph: 705-424-1479  
8195 Concession 8  
Utopia, Ontario  
L0M 1T0  
rpost@nvca.on.ca



Conservation Halton  
Contact: Jacek Strakowski; Ph: 905-336-1158 x 2253  
2596 Britannia Road West  
Burlington, ON  
L7P 0G3  
jstrakowski@hrca.on.ca

Central Lake Ontario Conservation Authority  
Contact: Godofredo Carpio; Ph: 905-579-0411  
100 Whiting Ave.  
Oshawa, Ontario  
gmcarpio@cloca.com

Lake Simcoe Region Conservation Authority  
Contact: Ms. Shelly Cuddy; Ph: 905-895-1281  
Box 282, 120 Bayview Parkway  
Newmarket, Ontario  
L3Y 4X1  
s.cuddy@lsrca.on.ca

Kawartha Conservation  
Contact: Mark Majchrowski; Ph: 705-328-2271  
RR#1, 277 Kenrei Park Road  
Lindsay, Ontario  
K9V 4R1  
mmajchrowski@kawarthaconservation.com

Otonabee Region Conservation Authority  
Contact: Mr. Gord Earle; Ph: 705-745-5791  
250 Milroy Drive  
Peterborough, Ontario  
K9H 7M9  
gearle@otonabee.com

Lower Trent Region Conservation Authority  
Contact: Mr. Shan Mugalingam; Ph: 613-394-4829  
RR#1, 714 Murray Street,  
Trenton, Ontario  
K8V 5P4  
shan.mugalingam@ltc.on.ca

Ganaraska Region Conservation Authority  
Contact: Ms. Jessica Mueller; Ph: 905-885-8173  
Box 328  
Port Hope, Ontario  
L1A 3W4  
jmueller@grca.on.ca

## SCHEDULE 2



### Data and Information Sharing Agreement

This Agreement dated \_\_\_\_\_ day of \_\_\_\_\_, 20XX

Between:

*(insert name of Municipality to which request for access to data and information is made by  
consultants or members of the public)  
(.e.g. The Regional Municipality of Durham, Peel, or York, or the City of Toronto)*

(The "Region", or, "The City")

and

\_\_\_\_\_  
(The "User")

#### **SECTION A: DATA AND/OR INFORMATION REQUESTED**

*Insert the text of the request here. Or provide a short description of the Data or Information requested and attach the request for Data or Information as an Appendix to the Agreement.*

#### **SECTION B: USE OF THE DATA AND/OR INFORMATION**

*Describe the purpose of the request here, unless the text of the request, inserted above, clearly states the purpose, or make reference to the request for data or information which has been attached to the Appendix.*

#### **SECTION C: DISCLAIMER**

The *following* disclaimer applies to the disclosure of the Data and/or Information requested. While efforts are *made* to ensure *that* the Data and/or Information supplied in response to the request is accurate and up-to-date:

- I. neither the [Region/City], *partner* Conservation Authorities, nor any of their employees or council members, officers, employees, successors and assigns shall be liable for any damages, or suffer any loss arising from any errors or inaccuracies therein, or from any misuse, misinterpretation or misapplication thereof by the User, whether due to the negligence, omission, or activities of such employees or officers or otherwise; and
- II. the said Data and/or Information is made available to the User solely on condition that the User and the *User's* heirs, executors, administrators, successors and assigns assume full responsibility for any risk associated with the use or misuse thereof, and agree to indemnify and hold harmless the Region/City and partner Conservation Authorities and their council members, officers, employees, successors and assigns from any and all damages or losses whether arising directly or indirectly from the disclosure of the data and information, including all damages and losses of the type described in clause (i) above.

## **SECTION D: CONDITIONS**

The following conditions apply to the release of Data and Information:

- i) The Region/City *must* be acknowledged as the agency from which the Data and/or Information was obtained in any reports prepared by the User for any person, or in any publications of any kind;
- ii) The User *will* bring to the attention of the Region/City, preferably via the ORMGP staff, any errors detected in the Data and/or Information;
- iii) The *Data* and/or Information described in Section A will be used exclusively for the purpose described in Section B and any other use of the data and/or information shall be subject to the written permission of the Region/City;
- iv) The *User* will not disclose, in digital or any other form, the Data/and/or Information to third parties without the explicit written permission of the Region/City;
- v) The Region/City hereby gives the User explicit written permission to share the data and/or information, as required, with the Ministry of the Environment, Conservation and Parks of the Province of Ontario or its successor ministry;
- vi) The User shall supply back to the ORMGP (either directly or via the Region/City) any newly collected geological or hydrological Data and/or Information acquired during the course of the project. This will be used to improve upon the interpretation of the geology or groundwater flow system in the vicinity of the project. Ideally this should be in digital database format;
- vii) The User acknowledges and agrees that the collection, use and disclosure of the Data and/or Information provided by the Region shall be governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. c. M.56, as amended, including but not limited to section 10 thereof;

- viii) The Data and/or Information will remain the property of the Region/City or of the person or government or other agency which has collected, organized, analyzed, and interpreted the Data and/or Information, as the case may be, and all intellectual property rights in such data and/or information remain vested in that person, government, or agency; and
- ix) In the event the User undergoes a change in either ownership or organization, this agreement will become null and void and all Data and/or Information provided shall be immediately returned to the Region/City.

**I ACKNOWLEDGE AND AGREE TO THE ABOVE DISCLAIMER AND CONDITIONS:**

NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_

FIRM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(I have the authority to bind the corporation)

## SCHEDULE 3



**Made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_**

between:

**Agency Name**

(The “**OWNER**”)

and:

\_\_\_\_\_ (The “**USER**”)

**having a place of business at:** \_\_\_\_\_

For the use of the

**Long Model Name**

(The “**MODEL**”)

To fulfill the requirements of

**Project Title**

(The “**PROJECT**”)

## SECTION A: BACKGROUND CONTEXT TO AGREEMENT

This Agreement has been prepared as one component of a comprehensive multi-agency initiative to maintain water related data, information, and interpretation. The **OWNER** is intending to actively maintain the **MODEL** into the future. Long term active model maintenance includes keeping an up-to-date database upon which the **MODEL** is based, as well as incorporating into the **MODEL** new insights and/or interpretations that arise as various users work with the **MODEL**. Upon each new use of the **MODEL**, the **OWNER** requires that a new agreement be signed to allow for the **MODEL** to be kept as up-to-date as

possible and that the most recent data, analyses and interpretations can be brought to bear on subsequent studies.

Upon receipt of the **MODEL**, the **USER** acknowledges that age of the model, the scale/resolution of the model, the model's original intent, etc., may put constraints on the **MODEL's** applicability. It is the responsibility of the **USER** to determine whether there are approaches more suitable than simply using the model files as received. Alternately, users may make use of only structural components of the model files, such as material property distribution, spatial interpretations, initial conditions, etc., the suitability of which is also in the sole responsibility and judgement of the **USER**.

Given the nature of the proposed project, the **OWNER** could suggest/recommend the most appropriate model for the task at hand, if requested. The **USER** is free to select any or all models available to the **USER** that intersect their project area, where available. The idea is that model sharing could perhaps reduce duplication of effort, thereby lowering costs by delivering previous work in a digital format.

## SECTION B: DEFINITIONS

For this Numerical Model Sharing Agreement, the following terms will be used:

1. The **MODEL** refers to the numerical model(s) described in Section C hereinafter referred to as the “**Long Model Name**” (or the “**Short Model Name**” for short), as requested by the **USER** and provided by the **OWNER** under the terms of this model sharing Agreement. The term **MODEL** is implicit in reference to all elements of the numerical model(s) required in reproducing model results, including:

- (a) The model executable(s) and model code version number(s);
- (b) Data used to construct (i.e., model structural files, model parameters) and to run the model (input variables) for any variant (e.g., scenario) of the model used in production of model results; and,
- (c) All model control files that are required to run any model variant (e.g., calibration, validation, baseline, scenario, uncertainty analysis, etc.).

The **OWNER** will assign the model name: “**Short Model Name**” as a reference to the provided **MODEL** to which the **USER** must adhere to when reporting on the **MODEL** provided. Unless specifically requested by the **OWNER**, the use of the term “**Short Model Name**” is restricted from being used in reference to any models produced by the **USER** as a **DERIVATIVE** in fulfillment of this **PROJECT**.

2. The **PROJECT** refers to the name of the project for which the **USER** wishes to make use of the **MODEL and** as described in Section D, below.
3. A “**DERIVATIVE**” refers to any model produced by the **USER** that was in any way informed, founded upon or based on the provided **MODEL**. **DERIVATIVE** includes any model utilized by the **USER** in which the **MODEL** structure (e.g., local refinements, parameter changes, boundary condition changes, re-scaling, etc.) have been made to fulfill the needs of the **PROJECT**.

## SECTION C: MODEL(S) REQUESTED

1. Long Model Name (The **MODEL**)

## SECTION D: INTENDED USE OF THE REQUESTED MODEL(S)

*(this Description of the Project section is to be completed by the **USER**.)*

## SECTION E: NUMERICAL MODEL DISCLAIMER/LIMITED WARRANTY<sup>1</sup>

The **OWNER** does not warrant the **MODEL** or any associated software to be correct, free from defects, suitable for any purpose, or compatible with any model of computer, hardware or other software.

The **USER** acknowledges that the **MODEL** was developed for a specific task and cannot be considered directly transferable as-is to fulfill the needs of the **PROJECT**. It is the responsibility of the **USER** to verify that the **MODEL**, any software associated with the **MODEL** and any work produced using this **MODEL** are suitable to address some or all of the needs of the **PROJECT**.

The **USER** shall apply industry standards of care in the using/developing/refining the **MODEL** for the purposes outlined herein and in doing so, may have modified the **MODEL**. The **OWNER** shall not be liable for any reuse of the **MODEL** where modifications have been incorporated.

The **OWNER** rejects all liability and responsibility relating to the consequences, to the **USER** or any third party, of using the **MODEL** and its **DERIVATIVE**. In no event will the **OWNER** be liable for indirect, incidental, economic or consequential damages arising out of the use of the **MODEL**, including, without limitation, damages or costs relating to loss of revenue or profits, business, goodwill, data or computer programs, or claims by a third party. Except for representations and warranties expressly made in this Agreement, the **MODEL** is provided on an “as is” basis, and there are no representations or warranties, express or implied by statute, including, without limitation, any with respect to:

1. Merchantability or fitness for any purpose;
2. Operational state, character, quality or freedom from defects.

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<sup>1</sup>The following Disclaimer or Liability Waiver has been adapted from the National Research Council of Canada to suit the needs of government agencies that wish to share numerical models with external unaffiliated parties.

The **USER** shall indemnify and save harmless the **OWNER**, their employees, council members, partners and agents from and against, and be responsible for:



1. All claims, demands, losses, damages, costs including solicitor and client costs, actions, suits or proceedings brought by any third party, that are in any manner based upon, arising out of, related to, occasioned by, or attributable to the use of the **MODEL** and any **DERIVATIVE**.
2. Other costs, including extra-judicial costs, of **OWNER** defending any such action or proceeding, which **OWNER** shall have the right to defend with counsel of their choice.

## SECTION F: AGREEMENT

This Agreement between the **OWNER** and **USER** allows for the use/access of the **MODEL**. The **OWNER** is allowing access of the **MODEL** to the **USER** for the sole purpose of the **PROJECT** at no charge in the interests of promoting sound water management decision making. As a result, the use of the **MODEL** is subject to the following conditions:

1. The **MODEL** and any **DERIVATIVE** can only be used by the **USER** exclusively to fulfil the purposes of the **PROJECT** as outlined in Section C.
2. Regardless of how significantly the **MODEL** might change as a result of work undertaken on the **PROJECT** the **OWNER** still retains ownership of the **MODEL** and any **DERIVATIVE** associated with the **PROJECT**.
3. Upon completion of the **PROJECT**, the **USER** agrees to return the **MODEL** and any and all **DERIVATIVE** to the **OWNER** as used to fulfil the purposes of the **PROJECT** as outlined in Section C. The purpose of this request is to provide the **OWNER** with the opportunity to update the **MODEL** with any new data, insights, and understanding that may have been incorporated into a **DERIVATIVE** as a result of the **PROJECT**.
4. Upon completion of the **PROJECT**, and at the specific request of the **OWNER**, **USER** (along with their technical modelling sub-consultants, if applicable) agrees to attend a technical meeting with the **OWNER** in order to convey any new data, insights and understandings that have been incorporated into any **DERIVATIVE** as a result of the **PROJECT**. The **USER** staff time costs for the meeting are to be borne by the **USER**.
5. Unless specifically requested by the **OWNER**, and regardless of whether the **MODEL** is used as provided and no **DERIVATIVE** is produced, the **USER** agrees that any documentation prepared for the **PROJECT** must not use the term "**Short Model Name**" without adding a prefix, suffix, modifier, or qualifier, or changing the model name altogether, to convey that the results are not part of the original intent and design of the **MODEL**. Reference must still be given to the "**Short Model Name**" in all documentation, as it nonetheless formed the basis for the analyses undertaken for the **PROJECT**.
6. The **OWNER** assumes no liability whatsoever for any decisions that may arise as a result of **USER** having made use of the **MODEL** and any **DERIVATIVE** for the purposes of the **PROJECT**.
7. The **USER** will not market, commercialize, or profit from the **MODEL** (in whole or in part) without the prior express written consent of **OWNER**, which consent may be withheld in the sole discretion of the **OWNER**.
8. The **USER** will not permit persons (other than its own personnel) to access the **MODEL** without the prior express written consent of **OWNER**, which consent may be withheld in the sole discretion of the **OWNER**.
9. This Agreement is effective from the date of signature until the **OWNER** has received back **MODEL** and any **DERIVATIVE** from **USER**.
10. The **OWNER** will not consider the **MODEL** delivered until the **MODEL** is successfully run to completion on a machine of their choosing.
11. Section E and G and clauses 1, 2 and 5 to 8 of Section F of this Agreement will survive expiry of this Agreement.

# SECTION G: INFORMATIONAL OWNERS

The **OWNER** shall remain the owner of its data and information at all times and in all instances, including upon termination or bankruptcy. All of the **OWNER**'s data, information and/or customizations required to fulfill the obligations of the **PROJECT** will be owned by the **OWNER**, and may not be used by the **USER** for any other purpose other than those required to fulfill the obligations of the **PROJECT** without seeking the explicit written approval by the **OWNER**. Customizations shall include all deliverables newly developed by **USER** in the performance of the services for the specific and unique needs of **OWNER** under this **PROJECT**.

All data, geological interpretations, land use classifications, flow model files and revisions made to these shared model files shall be provided to the **OWNER**. Upon project completion, these files and any derivatives thereof shall remain the sole and exclusive property of the **OWNER** and cannot be used by the **USER** for any other consulting projects without expressed written permission from the **OWNER**.

<b>OWNER</b>	<b>Contact Name</b>	<b>Contact Number</b>
Agency Name	Primary Agency Contact	416-555-5555 ext. 101

# I. SECTION H: ACKNOWLEDGEMENT

AS THE **USER**, I ACKNOWLEDGE AND AGREE TO THE ABOVE DISCLAIMER AND CONDITIONS:

NAME	POSITION	ORGANIZATION
------	----------	--------------

SIGNATURE



## SCHEDULE 4

### Secondary Partner Agreement

#### Background

In the process of assessing, evaluating and modelling the groundwater flow systems across the Oak Ridges Moraine and adjacent areas, the public sector agencies that comprise the ORMGP have consolidated a considerable amount of data, reports and interpretations pertaining to the area's geology, hydrogeology and hydrology. Although the focus has been on the City of Toronto as well as the Regional Municipalities of York, Peel and Durham, the area under some consideration stretches between Lake Ontario in the south, to the Kawartha Lakes in the north and from the Credit and Nottawasaga watersheds in the west, to the Trent and Otonabee Watersheds in the east. Given the extensive breadth and scope of the data and information available, the 13 partnered agencies have created a web-based interface that provides for relatively straightforward access to the program's technical information and data. You will see on the website that many of our interpretations do incorporate the geography of XXXXX.

We look forward to working with XXXXXX staff to incorporate more of the water and/or subsurface related data and information into the program's database.

#### Terms of Agreement

1. The XXXXXXXX agrees to the following fee:
  - Partner Agency – Level 2 \$10,000/year
2. ORMGP agrees to the following:
  - provide XXXXXXXX staff with accounts to access the ORMGP website.; Should it become necessary, in the opinion of ORMGP, ORMGP reserves the right to limit the number of accounts.
  - assist and facilitate XXXXXXXX staff through the process of incorporating data into the program's database such that it will be available through the program's website;
  - invite XXXXXXXX staff to ORMGP Technical meetings (generally 2 times per year) where staff can provide input to the program direction and interact professionally to learn from other agencies within the partnership;
  - if space is available, invite XXXXXXXX staff to any training sessions that might be held with respect to any aspect of the ORMGP;

- provide limited technical input on hydrogeological or database issues to XXXXX staff;
3. This agreement is valid from the date of signature and will be renewed automatically with an annual invoice being sent in January of each calendar year.
  4. XXXXXX agrees to the attached disclaimer. This must be agreed to upon each instance of access to the website.

Signature

Date

\_\_\_\_\_  
I have the authority to bind the corporation.

\_\_\_\_\_  
Print Name

**NOTE:** ORMGP staff are employees of Central Lake Ontario Conservation Authority (CLOCA). For legal purposes CLOCA can be substituted for ORMGP throughout this Agreement.

## **Disclaimer**

All contents of the Oak Ridges Moraine Groundwater Program (ORMGP) Mapping Portal are property of the ORMGP and the Primary Partner Agencies. Contents are intended for use by ORMGP partner agencies and by external consulting firms who have signed, and agree to the ORMGP Consulting Agreement. As such, any use of data or information acquired via the ORMGP mapping portal is subject to the ORMGP Consulting Agreement. As a staff from a partner agency or from a consulting firm that has signed the ORMGP Consultant Agreement, you may download and freely use the information contained on this site for any purpose that advances water management understanding/decision making. Note that some of the documents contained in the report library may contain data/information that may be considered to be of a sensitive nature (e.g. water quality for private domestic wells). Therefore it is requested that consultants use professional judgement when determining whether downloaded reports/papers need to be circulated externally (i.e. it might be that only parts of a report need to be circulated or that the report only be referenced).

Information within this web mapping application is provided as a service by the ORMGP and is provided strictly as is. The ORMGP, and its member public sector agencies, make no warranty, expressed or implied, regarding the quality, accuracy, completeness, timeliness or usefulness of the data/information provided in this application. Every effort is made to ensure the accuracy, currency and reliability of the content. However, at any time, some details may be generalized and/or not yet reflect recent changes/updates.

The ORMGP, and its Primary Partner Agencies, disclaim any responsibility or liability for any direct or indirect damages resulting from the use of the data and information provided through this mapping portal. The data and information contained in this site are compiled from many

sources. Prior to taking any action with respect to ORMGP data and/or information, users of this portal's data and information are hereby advised to use professional judgement and consult with other data and information sources for verification.

Users knowingly waive any claims for damages against any entities comprising or assisting the ORMGP that may arise from the mapping data. The User hereby releases and forever discharges the ORMGP, its Primary Partner Agencies and all of their officers, council members, employees, successors and assigns from all claims, demands, damages, actions or causes of action arising or to arise by reason of use of this application or any inaccuracies, errors, misrepresentations, or omissions or limitations in information contained herein.

Maps obtained using this site are for illustrative purposes only and are not designed to assist in navigation or as a substitute for legal survey, or as a substitute for due-diligence investigations. The coordinates displayed do not represent legal parcel corners and/or boundaries and they cannot be used for establishment of or in lieu of legal land survey boundaries for property or parcels thereof. Maps may contain cartographic errors and omissions.

Parcel data is owned by Teranet Enterprises Inc. and its suppliers. All rights reserved. May not be reproduced without permission.

## SCHEDULE 5



### Consultant Member Agreement

#### Background

In the process of assessing, evaluating and modelling the groundwater flow systems across the Oak Ridges Moraine area, the public sector agencies that comprise the ORMGP have consolidated a considerable amount of data, reports and interpretations pertaining to the area's geology, hydrogeology and hydrology. Although the focus has been on the City of Toronto as well as the Regional Municipalities of York, Peel and Durham, the area under some consideration stretches between Lake Ontario in the south, to the Kawartha Lakes in the north and from the Credit and Nottawasaga watersheds in the west, to the Trent and Otonabee Watersheds in the east. Given the extensive breadth and scope of the data and information available, the 13 partnered agencies have created a web-based interface (Oak Ridges Moraine Groundwater Program (ORMGP) Mapping) that provides for relatively straightforward access to the program's technical information and data. For a small fee that will help to defray some of the costs associated with maintenance and upkeep of the web-based interface, the partner agencies have agreed to provide broader website access to the consulting community, and others if interested. The terms of this agreement will be reviewed annually and adjusted as necessary.

#### Terms of Agreement

1. Consultant agrees to the following payment schedule:

• Company size less than 5 staff	\$2,000/year
• Company size between 5 and 20 individuals	\$4,000/year
• Company size greater than 20 individuals	\$6,000/year

Payment reflects a small cost recovery fee tied to ORMGP related activities including, but not limited to: i) maintenance of website and associated hardware (e.g. servers, internet connection, etc.); ii) miscellaneous assembly and interpretation of data; iii) continued input of additional data. There is no payment directly tied to data access, indeed it should be noted that most of the data held in the program's files can be freely acquired through other sources, albeit with much time, perseverance and work.

2. This agreement is valid for a one year period from the date of signature or account set up (whichever is earlier) and will be automatically renewed on an annual basis upon email confirmation.
3. For the duration of the agreement ORMGP agrees to provide consultant with accounts for staff to access the website. Should it become necessary, in the opinion of ORMGP, ORMGP reserves the right to limit the number of accounts.

4. The consultant agrees to the attached disclaimer which applies to each access to the website and use of the associated Data and/or Information.
5. Consultant agrees to abide by the following code of conduct with respect to this agreement with the ORMGP.

*Staff from our firm/agency acknowledge that the data and information provided via the ORMGP web mapping portal are provided to our staff in the broad spirit of collaborating to improve understanding. Our staff understand that all contributors to the ORMGP are united in sharing a long term vision of continually improved geological, hydrogeological and water resources understanding and decision making. As such our staff will be respectful of the past work that has been incorporated into the ORMGP. Our staff will remain ethical and respectful while commenting upon the data or information that have been extracted from the program's web portal. Our staff also understand the value in professionally pointing out errors and/or contributing additional data, information and/or knowledge to improve the overall understanding of subsurface geological, hydrogeological and general water resources conditions. Where feasible (e.g. time and finances permit), our staff commit to working collaboratively to assist ORMGP staff to maintain and update the program's technical information and interpretations.*

Signature

Company

Date

\_\_\_\_\_  
I/we have the authority to bind the corporation.

\_\_\_\_\_  
Print Name

**NOTE:** ORMGP staff are employees of Central Lake Ontario Conservation Authority (CLOCA). For legal purposes CLOCA can be substituted for ORMGP throughout this Agreement.



## **Disclaimer**

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Information within this web mapping application is provided as a service by the ORMGP and is provided strictly as is. The ORMGP, and its member public sector agencies, make no warranty, expressed or implied, regarding the quality, accuracy, completeness, timeliness or usefulness of the data/information provided in this application. Every effort is made to ensure the accuracy, currency and reliability of the content. However, at any time, some details may be generalized and/or not yet reflect recent changes/updates.

The ORMGP, and its Primary Partner Agencies, disclaim any responsibility or liability for any direct or indirect damages resulting from the use of the data and information provided through this mapping portal. The data and information contained in this site are compiled from many sources. Prior to taking any action with respect to ORMGP data and/or information, users of this portal's data and information are hereby advised to use professional judgement and consult with other data and information sources for verification.

Users knowingly waive any claims for damages against any entities comprising or assisting the ORMGP that may arise from the mapping data. The User hereby releases and forever discharges the ORMGP, its Primary Partner Agencies and all of their **officers, council members, employees, successors and assigns** from all claims, demands, damages, actions or causes of action arising or to arise by reason of use of this application or any inaccuracies, errors, misrepresentations, or omissions or limitations in information contained herein.

Maps obtained using this site are for illustrative purposes only and are not designed to assist in navigation or as a substitute for legal survey, or as a substitute for due-diligence investigations. The coordinates displayed do not represent legal parcel corners and/or boundaries and they cannot be used for establishment of or in lieu of legal land survey boundaries for property or parcels thereof. Maps may contain cartographic errors and omissions.

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## SCHEDULE 6



### Consultant - Client Waiver to Provide Data to ORMGP

CLIENT: \_\_\_\_\_

CONSULTANT: \_\_\_\_\_

DATE: \_\_\_\_\_

**PROJECT:**

---

#### **Background**

\_\_\_\_\_ is a Consultant Member with the Oak Ridges Moraine Groundwater Program (ORMGP). This program, established in 2001, with an overall goal of improving water management in Ontario, has assembled, and makes accessible, a tremendous wealth of data and interpretations related to Central Ontario's hydrogeological environment (see <https://oakridgeswater.ca/SitePages/Maps.aspx>).

Since becoming a partner in the program, \_\_\_\_\_ staff regularly use the information available at the program's website to guide the analyses of subsurface data for our clients. ORMGP's data provides historic and regional context in our understanding of the groundwater conditions influencing your project site. This increases the confidence of review agency staff in the technical information that we present in support of the work completed on your behalf. This saves time and back-and-forth with review agencies.

In the spirit of collaboration and continual improvement, we recommend that our clients assist the program by providing hydrogeological data and information collected during your project directly to the ORMGP. Providing hydrogeological data will ensure that reports and/or data are made broadly accessible over the program's website and that interpretation and analyses of Ontario's geology and hydrogeology are improved to the future benefit of all Ontarians.

Much of the site characterization and data collection work that \_\_\_\_\_ undertakes on behalf of clients is submitted to government regulatory or approving agencies and is therefore already in the public realm. By signing this agreement you will simply be facilitating the direct transfer of information for the benefit of Ontario.

Note that if you agree, the data collected for your study will be part of a publically accessible water management database. Reports will not be generally available to the public but only

be made available to ORMGP partner agencies, i.e. other consultants and/or public sector agencies.

### **Details**

If in agreement, circle or check the lines that apply and sign below.  
care of the delivery of the information to the ORMGP program.

staff will take

---

We agree to allow  
Groundwater Program:

to provide the following to the Oak Ridges Moraine

1. PDF of Final Report? YES \_\_\_\_\_ NO \_\_\_\_\_

a. Report Figures Only? YES \_\_\_\_\_ NO \_\_\_\_\_

2. Collected data (digital format)

a. All Collected Data? YES \_\_\_\_\_  
NO \_\_\_\_\_

If no – which of the following is permitted?

b. BH Logs? YES \_\_\_\_\_ NO \_\_\_\_\_

c. Water Levels/Pumping Test Details? YES \_\_\_\_\_ NO \_\_\_\_\_

d. Water Quality? YES \_\_\_\_\_ NO \_\_\_\_\_

e. Pumping Rates? YES \_\_\_\_\_ NO \_\_\_\_\_

f. Stream Flow Data? YES \_\_\_\_\_  
NO \_\_\_\_\_

g. Geotechnical Data (e.g. grain size, blow counts, etc.)? YES \_\_\_\_\_  
NO \_\_\_\_\_

h. Other (Specify) \_\_\_\_\_ YES \_\_\_\_\_  
NO \_\_\_\_\_

---

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Client Name and Address:

## SCHEDULE 7



### Accessibility of Data and Information

#### DATA

The body of the Memorandum of Understanding (MOU) addresses the issue of Primary Partner Agencies accessing the Database – essentially all Primary Partner Agencies have unlimited access to the data that lies within their jurisdictional area plus a buffer of about 5 kilometres. It also addresses issues related to sharing the Database externally with consultants and members of the public at large.

If a particular Primary Partner Agency wants to keep Information and/or Data which has been deposited into the Database confidential for its own Agency use, the Database has been structured with confidentiality coding built at two levels: the location level and the interval level. The original concept, when established, was that either the entire location could be restricted from other Primary Partner Agencies, or the temporal data associated with that location (e.g. water chemistry, pumping rates, etc). could be restricted. In the latter case, the geology and construction of a particular borehole would be available to others.

The original conceptualization of the confidentiality coding was:

#### Location Confidentiality

1 = location is fully accessible – there is no restriction on accessing the location (this is the default code)

2 = location is accessible only to all public Partner Agencies – if a cut of the Database is provided to consultants working for private entities or to the public these locations would be withheld

3 = location is accessible only to those Primary Partner Agencies that have jurisdiction in the area of the location (i.e. one Municipality and one Conservation Authority)

4 = location is accessible only to the Primary Partner Agency that deposited the location to the Database

#### Interval Confidentiality

1 = temporal Data is fully accessible – there is no restriction on accessing the temporal data (this is the default code)

2 = temporal Data is accessible only to all public Partner Agencies – if the Database is cut and provided to consultants working for private entities or to the public the temporal data tied to the intervals would be withheld

3 = temporal Data is accessible only to those Partner Agencies that have jurisdiction in the area of the location (i.e. one Municipality and one Conservation Authority)

4 = temporal data is accessible to only the Primary Partner Agency that deposited the Data to the Database

Additional codes could be developed if there was sufficient interest from the Partner Agencies. If the Database was to be made accessible over a website then the accessibility coding outlined above would have to be made to work with the Partner Agency passwords for accessing the website itself.

## **INFORMATION**

With respect to the information derived from Data and information within the Database, upon request, each Primary Partner Agency has access to the geological and hydrogeological surfaces and model input and output layers across their entire jurisdictional area plus a buffer. In recent years the program has been making informational maps available for the entirety of the ORMGP geographical area via the program's website so that each Primary Partner Agency has the opportunity to place their area into the regional context. This would continue unless there was direction from the Executive Steering Committee to alter the practice.

## SCHEDULE 8



### **ORMGP Data Provision Clause For incorporation into a Hydrogeological/Hydrological/Geotechnical Terms of Reference Document**

Background: As one of thirteen partner agencies in the Oak Ridges Moraine Groundwater Program (ORMGP) your staff have a vested interest in being able to readily access data that will be collected by consulting firms that are retained to conduct business with you. The ease with which data can be imported into the ORMGP's extensive digital database depends upon the format that it is in when delivered by the consultant along with a final report. If not clearly specified within your Terms of Reference (Call for Proposal), the data might only be returned by the consultant in a paper format, thus requiring additional labour costs to transcribe the data back into a digital format for import to the database. The ORMGP has developed data formatting templates (both Microsoft Excel and Access formats) that can be appended or referred to in your Terms of Reference document. This memo provides clauses that your staff can directly insert into your Terms of Reference documents such that consultants deliver data back to you in a standardized format.

#### **Clause**

The **(insert Agency Name)** is a partner agency within the Oak Ridges Moraine Groundwater Program. As such our staff routinely rely upon and use the data and information provided through the ORMGP to inform our decision making with respect to water and subsurface related decisions.

In supporting the ORMGP, we request that all water and subsurface related data, (e.g. borehole logs, water chemistry, water levels, pumping test data, etc.), collected during the course of this project be submitted in a digital format consistent with the data templates provided at [Oakridgeswater.ca](http://Oakridgeswater.ca). The filled in data entry sheets must be submitted as part of the final report and the processing of the final project invoice will be contingent upon the receipt of all required data entry forms, properly filled in with the required project data. All data collected over the course of the current project will potentially be uploaded to the ORMGP web-based data portal and can be used by others into the future to help improve upon the understanding of Ontario's water and subsurface environments.

## SCHEDULE 9



### Website Disclaimer Text

#### **DISCLAIMER** – (Public Site)

All contents of the Oak Ridges Moraine Groundwater Program Mapping (ORMGP) Portal are property of the ORMGP program and the Primary Partner Agencies. Contents are intended for general use by the public and may not be reproduced or redistributed without the prior written permission of the Oak Ridges Moraine Groundwater Program or partner agencies.

Information within this web mapping application is provided as a public service by the ORMGP and is provided strictly "as is". The ORMGP, and its member public sector agencies, make no warranty, expressed or implied, regarding the quality, accuracy, completeness, timeliness or usefulness of the information provided in this application. Every effort is made to ensure the accuracy, currency and reliability of the content. However, at any time, some details may be generalized and/or not yet reflect recent changes/updates.

The ORMGP, and its Primary Partner Agencies, disclaim any responsibility or liability for any direct or indirect damages resulting from the use of the data and information on this application. The data and information contained in this site is compiled from many sources. Prior to taking any action with respect to ORMGP data and/or information, users of this portal's data and information are hereby advised to use professional judgement and consult with other data and information sources for verification.

Users knowingly waive any claims for damages against any entities comprising or assisting the ORMGP that may arise from the mapping data. The User hereby releases and forever discharges the ORMGP, its Primary Partner Agencies and all of their officers, council members, employees, successors and assigns from all claims, demands, damages, actions or causes of action arising or to arise by reason of use of this application or any inaccuracies, errors, misrepresentations, or omissions or limitations in information contained herein.

Maps obtained using this site are for illustrative purposes only and are not designed to assist in navigation or as a substitute for legal survey, or as a substitute for due-diligence investigations. The coordinates displayed do not represent legal parcel corners and/or boundaries and they cannot be used for establishment of or in lieu of legal land survey boundaries for property or parcels thereof. Maps may contain cartographic errors and omissions.

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## **DISCLAIMER** – (Consultant Site)

All contents of the Oak Ridges Moraine Groundwater Program (ORMGP) Mapping Portal are property of the ORMGP and the Primary Partner Agencies. Contents are intended for use by ORMGP partner agencies and by external consulting firms who have a signed, currently valid ORMGP Consulting Agreement. As such, any use of data or information acquired via the ORMGP mapping portal is subject to the ORMGP Consulting Agreement. As a staff from a Primary or Secondary Partner Agency or from a consulting firm that has signed the ORMGP Consultant Agreement, you may download and freely use the information contained on this site for any purpose that advances water management understanding/decision making and in accordance with the terms of the applicable Agreement. Note that some of the documents contained in the report library may contain data/information that may be considered to be of a sensitive nature (e.g. water quality for private domestic wells). Therefore it is requested that consultants use professional judgement when determining whether downloaded reports/papers need to be circulated externally (i.e. it might be that only parts of a report need to be circulated or that the report only be referenced).

Information within this web mapping application is provided as a service by the ORMGP and is provided strictly as is. The ORMGP, and its member public sector agencies, make no warranty, expressed or implied, regarding the quality, accuracy, completeness, timeliness or usefulness of the data/information provided in this application. Every effort is made to ensure the accuracy, currency and reliability of the content. However, at any time, some details may be generalized and/or not yet reflect recent changes/updates.

The ORMGP, and its Primary Partner Agencies, disclaim any responsibility or liability for any direct or indirect damages resulting from the use of the data and information provided through this mapping portal. The data and information contained in this site are compiled from many sources. Prior to taking any action with respect to ORMGP data and/or information, users of this portal's data and information are hereby advised to use professional judgement and consult with other data and information sources for verification.

Users knowingly waive any claims for damages against any entities comprising or assisting the ORMGP that may arise from the mapping data. The User hereby releases and forever discharges the ORMGP, its Primary Partner Agencies and all of their officers, council members, employees, successors and assigns from all claims, demands, damages, actions or causes of action arising or to arise by reason of use of this application or any inaccuracies, errors, misrepresentations, or omissions or limitations in information contained herein.

Maps obtained using this site are for illustrative purposes only and are not designed to assist in navigation or as a substitute for legal survey, or as a substitute for due-diligence investigations. The coordinates displayed do not represent legal parcel corners and/or boundaries and they cannot be used for establishment of or in lieu of legal land survey boundaries for property or parcels thereof. Maps may contain cartographic errors and omissions.

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## SCHEDULE 10



### Financial Framework

#### Background

Since 2001, the ORMGP has been funded in four equal parts by the Regional Municipalities of York, Peel, and Durham and the City of Toronto. Each of the funding agencies agrees to the following for the duration of this MOU:

1. On an annual basis, the four funding partners to the ORMGP (the Regional Municipalities of York, Peel, Durham, Halton and the City of Toronto) agree to share the cost for the program in five equal shares.
2. The proposed budget of the ORMGP will be set on an annual basis by ORMGP staff in discussions with the Technical Steering Committee. In general, the budget for the program will be at a level consistent with the previous year, plus a cost of living/inflation factor. From time to time, strategic initiatives might arise that could be proposed for consideration and these might influence the program budget. The Executive Steering Committee will be responsible for approving any change in the ORMGP budget that is outside of the previous year's budget plus a cost of living/inflation increase.
3. In each subsequent year of the MOU, the financial contribution to the ORMGP will increase annually to reflect a cost of living/inflation increase. If in any particular year the annual cost of living increase varies amongst the funding agencies, then the cost of living increase allocated to the ORMGP will be the average of the cost of living increases approved in the annual budgets of the funding agencies.
4. Should an additional funding agency wish to join the program during the term of this MOU, they will be required to accept the terms of the MOU and to contribute financially in the same amount as the current funding agencies. There will be no reduction in the financial contribution (i.e. the overall cost of the program (and the work required to maintain the data and information new geographic area) will increase proportionally, and the annual cost for the program will subsequently be shared in five (or more) equal parts.

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

**REPORT NO: #** CHBD 02 21 05

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

**DATE:** March 25, 2021

**SUBJECT:** **Proposed Planning Act Amendment Regarding Minister's Zoning Orders (MZO) ERO No.: 019-3233 / CH File No.: PPO 062**

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### Recommendation

THAT the Conservation Halton Board of Directors **endorses the submission of comments to the Province recommended in the staff report entitled "Proposed Planning Act Amendment Regarding Minister's Zoning Orders (MZO),**

And

That the Conservation Halton Board of Directors **directs staff to circulate the staff report entitled "Proposed Planning Act Amendment Regarding Minister's Zoning Orders (MZO) to watershed municipalities, Members of Provincial Parliament, and adjacent Conservation Authorities for their information.**

### Executive Summary

On March 4, 2021, the Minister of Infrastructure introduced Bill 257, *An Act to enact the Building Broadband Faster Act, 2021* and to make other amendments in respect of infrastructure and land use planning matters, which received First Reading by the Legislative Assembly of Ontario on that same day. Schedule 3 to Bill 257 proposes to amend the *Planning Act* to provide that Minister's Zoning Orders (MZO) "are not required and are deemed to never have been required to be consistent with [provincial] policy statements..." It is proposed that this provision would not have effect on an MZO that applies to land within the Greenbelt Plan Area.

Also, on March 4, 2021, the Ministry of Municipal Affairs and Housing (MMAH) posted a corresponding notice on the *Environmental Registry of Ontario* to implement the above changes to the *Planning Act*. These proposed changes are contrary to the purposes of the *Planning Act* and the principles of land use planning in the Province of Ontario.

CH staff recommend that through Conservation Halton's response to the ERO posting, the provincial government be requested to:

- 1) reconsider and withdraw the proposed change to the *Planning Act*,
- 2) develop criteria for the use of MZOs, and
- 3) work closely with municipalities and other agencies involved in local planning processes to streamline local planning processes to expedite development, while maintaining the integrity of the purposes outlined in section 1.1 of the *Planning Act*.

The following report provides background and rationale for this recommendation.

## Report

Section 47 of the *Planning Act* allows the Minister of Municipal Affairs and Housing to make Minister's Zoning Orders (MZOs), to govern land uses within areas subject to the order. An MZO prevails over any other zoning by-law in effect in the area, giving the Minister complete authority to regulate land use on specific lands.

Historically, MZOs were used in special circumstances to address a matter of heightened significance to the Province or to impose controls where local planning instruments did not exist or were insufficient, particularly in areas lacking municipal organization. While MZOs were used sparingly in the past, there has been a significant increase in their use in the past two years, often at the request of municipalities with robust planning systems to expedite certain developments. For example, between 2000-2019, only 5 MZOs were issued. In 2020, 26 MZOs were issued, most within the GTA. In 2021, 7 MZOs have been issued to date. These figures do not include zoning orders that were issued and subsequently revoked.

On March 4, 2021, the Minister of Infrastructure introduced Bill 257, *An Act to enact the Building Broadband Faster Act, 2021* and to make other amendments in respect of infrastructure and land use planning matters, which received First Reading by the Legislative Assembly of Ontario on that same day. Schedule 3 to Bill 257 proposes to amend the *Planning Act* to provide that Minister's Zoning Orders (MZO) "are not required and are deemed to never have been required to be consistent with [provincial] policy statements..." It is proposed that this provision would not have effect on an MZO that applies to land within the Greenbelt Plan Area.

Also, on March 4, 2021, the Ministry of Municipal Affairs and Housing (MMAH) posted a corresponding notice on the Environmental Registry of Ontario regarding the proposed changes. The notice states:

*The proposed changes would permit the Minister of Municipal Affairs and Housing to take other considerations into account when making decisions to support strong communities, a clean and healthy environment, and the economic vitality of the Province.*

*The Minister's zoning authority is a critical tool that can be used to support and expedite the delivery of government priorities, including transit-oriented communities, affordable housing, long-term care homes and strategic economic recovery projects by removing potential barriers and delays. These changes would ensure that the Minister, acting at their discretion, has the authority to provide their complete support for these critical projects.*

Comments on the proposal must be submitted to the Environmental Registry of Ontario by April 3, 2021.

## Background

The *Planning Act* sets out several purposes under section 1.1. The first two purposes are as follows:

- a) To promote sustainable economic development in a healthy natural environment within the policy and by the means provided under this Act,
- b) To provide for a land use planning system led by provincial policy.

Since 1983, *Planning Act* has enabled the Province to issue policy statements on matters relating to municipal planning that are of provincial interest. Decisions made by municipal councils, local boards, planning boards, a minister of the Crown and a ministry, board, commission or agency of the government, including the Tribunal, in respect of the exercise of any authority that affects a planning matter shall be consistent with the policy statements that are in effect on the date the comments, submissions or advice are provided.

The most recent statement of provincial policy is the Provincial Policy Statement, 2020, which came into effect on May 1, 2020. The policies are grouped into three main areas with a statement of purpose for each one that is grounded in the concept of sustainable development and worth recalling in the context of Bill 257:

1) *Building Strong and Healthy Communities*

*Ontario's long-term prosperity, environmental health and social well-being depend on wisely managing change and promoting efficient land use and development patterns. Efficient land use and development patterns support sustainability by promoting strong, liveable, healthy and resilient communities, protecting the environment and public health and safety, and facilitating economic growth.*

2) *Wise Use and Management of Resources*

*Ontario's long-term prosperity, environmental health and social well-being depend on conserving biodiversity, protecting the Great Lakes, and protecting natural heritage, water, agricultural, mineral and cultural heritage and archaeological resources for their economic, environmental and social benefits.*

3) *Protecting Public Health and Safety*

*Ontario's long-term prosperity, environmental health and social-well-being depend on reducing the potential for public cost or risk to Ontario's residents from natural or human-made hazards.*

## February 2021, CH Comments

In response to a recent provincial consultation on expanded MZO powers enacted in 2020 (ERO No. 019-2811) CH provided the following comments to the Ministry:

*Minister's Zoning Orders that conflict with provincial policies and plans should be enacted sparingly and only in exceptional cases. We recommend that the order include a detailed justification as to why non-compliance with provincial policies and plans is defensible. Otherwise, the integrity of provincial and local planning processes, policies, plans, and intended outcomes may be undermined.*

### Proposed Changes to the Planning Act

The proposed changes to facilitate the zoning of land through an MZO *that is not required, and deemed to never have been required to be consistent with policy statements*, are contrary to the purposes of the *Planning Act* and the principles of land use planning in the Province of Ontario..

The concepts of building strong and healthy communities, wise use and management of resources and public health and safety enshrined in the *Planning Act* are fundamental and embody public interest considerations that every previous minister entrusted with administration of the *Planning Act* has been bound by since the policy statement concept was enacted in 1983.

It is not reasonable that these considerations should only apply to lands that fall within the Greenbelt Plan Area, or that a Minister should not ensure that there is no conflict with the Province's stated position and policies, as good land use planning outcomes are needed across the entire province. Moreover, there are no public notice or appeal provisions associated with the current MZO power. Since, the MZO power overrides all approved municipal plans and associated public and agency consultation, it is essential that a transparent set of public-interest policies guide the Minister in his decision-making, as is currently required by the Act.

While there may be valid circumstances to expedite certain development through the issuance of an MZO, it should not be at the expense of good planning. The Ontario Professional Planners' Institute (OPPI) (attached) (Appendix B) raised the following concerns in December 2020 regarding the increased use of MZOs and recommended a cautionary approach for three reasons:

- Potential delays as planning approvals are shifted from the local municipality to the Province.
- Uncertainty and risk for real estate markets which would introduce unexpected impacts on neighbouring properties
- Public trust would be undermined as the use of an MZO is not transparent or published.

OPPI provided two recommendations to address the above concerns including the introduction of provincial criteria on the use of MZOs for provincially significant priority projects and more reliance on measures to streamline the overall municipal planning process equitably in the provincial and municipality interests for all projects. CH staff support these recommendations and continue to work closely with member municipalities and the development community to further streamline and harmonize planning and regulatory processes through renewed Memoranda of Agreement and ongoing dialogue.

Based on the above rationale, staff recommend that through Conservation Halton's response to the ERO posting, the provincial government be requested to:

- 1) reconsider and withdraw the proposed change to the *Planning Act*,
- 2) develop criteria for the use of MZOs, and
- 3) work closely with municipalities and other agencies involved in local planning processes to streamline local planning processes to expedite development, while maintaining the integrity of the purposes outlined in section 1.1. of the *Planning Act*.

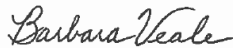
### Impact on Strategic Goals

This report supports the Metamorphosis strategic theme of Protecting our natural, cultural, and scenic assets. The theme is supported by the objective to strengthen conservation, restoration and responsible management of natural resources with a focus on evidence-based programs. It also supports the theme Taking care of our growing communities and 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  
Director, Planning & Watershed Management

Approved for circulation:



Hassaan Basit  
President & CEO/Secretary-Treasurer

**FOR QUESTIONS ON CONTENT:**

Barbara J. Veale, 905.336.1158 x 2273;  
bveale@hrca.on.ca



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234 Eglinton Avenue East, Suite 201  
Toronto, Ontario M4P 1K5

December 3, 2020

**DELIVERED ELECTRONICALLY ONLY**

Hon. Steve Clark  
Minister of Municipal Affairs and Housing  
17th Floor, 777 Bay Street  
Toronto, ON  
M7A 2J3

Dear Minister,

**Re: Increased Use of Minister's Zoning Orders**

The Ontario Professional Planners Institute (OPPI) represents over 4,000 Registered Professional Planners (RPPs) from across the province. RPPs have gone through an extensive education, experience, and examination process to become qualified and are employed in municipalities, public agencies, private sector, not-for-profits, academia, and senior levels of government. OPPI, on behalf of the planning profession in Ontario, is a trusted and reliable source of information about land use planning and the planning process.

We recognize the Ontario government's interest in streamlining the planning process as it relates to priority projects integral to COVID-19 recovery including affordable housing, senior living environments and transit projects. Separately, OPPI has worked with Ministry staff and industry stakeholders including AMO, RPCO, OHBA, BILD and OBOA, to provide you with recommendations around delegation of approvals from elected Councils to qualified municipal staff and measures to strengthen oversight of the planning profession. We believe these measures are integral to COVID - 19 recovery efforts.

OPPI appreciates the potential efficacy of Section 47 of the Planning Act and the use of Minister's Zoning Orders (MZO's) to assist with economic recovery. MZO's are effective in substantially streamlining timelines associated with planning applications, public notice, consultation, Committee and Council deliberations and appeals. However, the significant increase in use of MZO's over the past several months warrants a cautionary approach as they have the potential to:

- **Create delays as planning approvals shift from the local community level to Queen's Park.**  
During the 1980s and 1990s, previous Progressive Conservative governments recognized the benefits of a policy-led planning system. Routine approvals such as Plans of Subdivision were transferred from MMAH to municipalities. The provincial role was focused on setting policy through legislation, the Provincial Policy Statement(s) and Provincial Plans. Municipalities and their planners were given responsibility for local approvals. The opportunity for project proponents to obtain an MZO "fast track" has the potential to create significant bottlenecks at Queen's Park which would negate the intent of the MZOs. Including some level of local expertise



is necessary to ensure efficient and effective local planning that is sensitive to the wider range of issues affecting the host community and their neighbours – particularly on matters as close to the ground as zoning or site plan control and the preservation of the public interest in development agreements with municipalities.

- **Introduce uncertainty and risk into real estate markets.** Local businesses and homeowners make investments in Ontario real estate based on neighbourhood characteristics codified in planning documents like municipal Official Plans. Increased use of MZO's has the potential to introduce unexpected impacts on neighbouring properties and their mortgagees. This uncertainty and risk can further destabilize what are already volatile property markets in key Ontario locations.
- **Undermine public trust in the planning process.** Since the rationale for selecting one project over another for the use of an MZO is not transparent or published, public allegations of arbitrariness and favouritism will continue to be challenging issues for the government to manage.

OPPI offers two recommendations to help mitigate the drawbacks associated with the current increased use of MZO's:

1. **In the immediate term, commit to establishing transparent provincial criteria on the use of MZO's for provincially significant, priority projects** Transparent criteria would reduce uncertainty in the public's eye and help to lessen the likelihood of an approvals bottleneck as proponents attempt to shift routine applications from municipal to MMAH staff.
2. **Over the medium term, commit to reduced reliance on MZO's and instead, rely on measures to streamline the overall municipal planning process equitably in the provincial and municipal interests for all projects.** As noted above, OPPI has separately provided recommendations to ensure greater delegation of approvals from elected councils to qualified staff and to strengthen the oversight of the planning profession. If accepted, these recommendations would provide immediate benefit for communities using established tools and processes.

OPPI offers these recommendations as a trusted advisor with deep knowledge and understanding of community planning and its process. We are available at your convenience should you or your officials wish to discuss these matters further.

Sincerely,



Justine Giancola, RPP, MCIP  
President

cc: Kailey Vokes, Director of Policy, Office of the Premier  
Alex Barbieri, Director of Policy, Minister's Office, MMAH



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

**REPORT NO: #** CHBD 02 21 06

**FROM:** Marnie Piggot, Director, Finance

**DATE:** March 25, 2021

**SUBJECT:** 2020 Year End Budget Variance Report

---

### Recommendation

THAT the Conservation Halton Board of Directors **approves the allocation of the 2020 operating surplus to the following Reserves:**

- \$1,036,006 to the Watershed Management & Support Services Stabilization Reserve;
- \$65,000 to the Property Management Reserve;
- \$30,000 to the Stewardship and Restoration Reserve;
- \$1,072,029 to the Conservation Areas Capital Reserve;

THAT a transfer of \$52,894 to the Debt Financing Charges Reserve **be approved for the 2020 budget amount in excess of actual 2020 debt financing charges expense;**

And

THAT a transfer in 2021 of up to \$27,000 from the Watershed Management & Support Services Stabilization Reserve **be approved to complete the staff professional development program in 2021 that was included in the 2020 budget;**

And

THAT the Conservation Halton Board of Directors **receives for information the Budget Variance Report for the year ended December 31, 2020.**

### Executive Summary

The total operating surplus reported for 2020 is \$2,203,035. The details of the 2020 operating surplus are summarized in the table below. This operating surplus is comprised of a surplus in the Watershed Management and Support Services (WMSS) programs of \$1,131,006 and \$1,072,029 for the Conservation Areas.

The projected operating surplus presented in the September 30, 2020 Budget Variance Report was \$534,850 for the WMSS programs and \$763,630 for the Conservation Areas.

Details of the 2020 operating surplus and budget variances are included in the notes contained on the attached Budget Variance Report Financial Appendix (Appendix C). Capital project costs for 2020 are considered in a separate report.

The Budget Variance Report Financial Appendix amounts will be used by Finance staff to prepare the audited financial statements that will be audited by KPMG, Conservation Halton's auditors in March.

	ACTUAL		VARIANCE \$	VARIANCE %	ACTUAL
	December 31	BUDGET	OVER (UNDER)	OVER (UNDER)	December 31
Program	2020	2020	BUDGET	BUDGET	2019
<b>WATERSHED MANAGEMENT &amp; SUPPORT SERVICES (WMSS)</b>					
Revenue	16,097,967	16,489,074	(391,107)	(2.4%)	14,895,130
Expenses	14,966,961	16,489,074	(1,522,113)	(9.2%)	14,222,969
<b>Operating Surplus</b>	<b>1,131,006</b>	<b>-</b>	<b>1,131,006</b>	<b>(100.0%)</b>	<b>672,162</b>
<b>CONSERVATION AREAS</b>					
Revenue	11,816,693	13,992,489	(2,175,796)	(15.5%)	14,821,494
Expenses	10,744,663	13,024,078	(2,279,415)	(17.5%)	14,055,281
<b>Operating Surplus</b>	<b>1,072,029</b>	<b>968,411</b>	<b>103,618</b>	<b>10.7%</b>	<b>766,213</b>
<b>Total Operating Surplus</b>	<b>\$2,203,035</b>	<b>\$968,411</b>	<b>\$1,234,624</b>	<b>127.5%</b>	<b>\$1,438,375</b>

## Report

The operating surplus of \$1,131,006 for the WMSS programs can be attributed to an increase in planning and permit revenue, cost savings related to staff vacancies and overall reductions in discretionary expenses from COVID-19 cost mitigation measures implemented in 2020. Initial projections in April 2020 assumed planning and permit revenue would decline during the COVID-19 pandemic. The number of planning and permit applications in 2020 were actually slightly less than the prior year though there were more large-scale technical reviews for files such as quarry applications, Environmental Assessments and Subwatershed Studies contributing to the revenue increase. The 2020 planning and permit revenue exceeded the 2020 budget by almost \$285,000 and also significantly exceeded 2019 revenue by \$835,000.

The Conservation Areas operating surplus of \$1,072,029 can be attributed to the introduction of the Park Pass reservation system in May 2020, an increase in the number of visitors to our parks and reduced park operating expenses. Actual 2020 park revenue of \$11.8 million was less than the 2020 budget amount by almost \$2.2 million. The loss in revenue is due to the park closures for two months that included the cancellation of March Break ski lesson camps and maple syrup programs. Revenue also fell short of the 2020 budget amount as a result of reduced park programs that could be offered for the remainder of 2020 after reopening of the parks such as education programs and limited summer camps in place of the Ways of the Woods camps. The park revenue shortfall of \$2.2M was offset by a reduction of full time and part time staffing costs and lower park operating expenditures of almost \$2.3 million.

## COVID-19 Financial Impacts

In mid-March 2020, the Province of Ontario declared an emergency order as a result of COVID-19 that forced Conservation Halton to temporarily close the parks and directly impacted other Conservation Halton programs. The potential financial impact of the provincial order could have led to a large financial deficit for Conservation Halton depending on the length of the closure. In April, initial estimates by staff projected a deficit in the range of \$1.3M to \$1.6M for 2020. This deficit assumed all park operations and revenue generating activities would be on hold for several months.

To reduce a potential operating deficit, staff implemented cost mitigation measures to control spending across Conservation Halton which included reducing spending on non-essential services and centralized approval for larger expenses. Further initial mitigation measures included the difficult decision to temporarily lay off some staff and put a hiring freeze in place for all non-essential positions.

Staff reopened the parks in late May with the opening plan announced by the Province through the implementation of a park reservation point of sale system. The reservation system ensured the parks opened in a responsible manner with planned physical distancing of park visitors. Staff were able to increase park visitation and offer other programs, found ways to optimize planning and permit revenue and reduced expenditures resulting in the improved financial position for 2020.

Staff received an opinion from a consultant in late 2020 that Conservation Halton was eligible to apply for the Canada Emergency Wage Subsidy (CEWS). CEWS claims were submitted by Conservation Halton in January and February 2021 for 2020 totaling approximately \$4.7 million. The CEWS claims are subject to audit and the eligibility of Conservation Halton is still to be confirmed by Canada Revenue. Claims by other Conservation Authorities are currently being reassessed by Canada Revenue. In consultation with our auditors KPMG, these claims can be recognized as revenue in 2021 rather than in 2020 when there will be more certainty regarding the eligibility of Conservation Halton for CEWS. The 2020 audited financial statements will include note disclosure about the CEWS claims submitted. The claims will be allocated in 2021 to WMSS and Parks programs according to the program where the wages were incurred. The CEWS program is expected to continue to mid-2021.

## Reserves

The Reserve Continuity schedule below provides details of transfers to and from reserves. After the recommended reserve transfers, total reserves as of December 31, 2020 are \$10,652,449.

The Watershed Management & Support Services operating surplus of \$1,131,006 is recommended to be allocated to reserves as follows:

Watershed Management & Support Services Stabilization	\$1,036,006
Property Management	65,000
Stewardship and Restoration	30,000
Total	<b><u>\$1,131,006</u></b>

The Conservation Areas operating surplus of \$1,072,029 is recommended to be allocated as follows:

Conservation Areas Capital

**\$1,072,029**

The Conservation Areas Stabilization Reserve current balance of \$1,000,568 slightly exceeds 7.5% of the 2021 revenue budget of \$13,222,750 which is mid-way to the target reserve balance of 5% to 10%. A transfer from this reserve may be required to offset a projected 2021 park deficit anticipated with the provincial shutdown and extended closure of Glen Eden operations until February 16, 2021.

Name of Reserve	Reserve Balances Jan.1, 2020	Previously Approved Reserve Transfers	Reserve Transfers to be Approved Investment Revenue Debt Financing Capital	Reserve Transfers to be Approved Operating Surplus	Reserve Balances Dec. 31, 2020 After Transfers to be Approved
<b>Watershed Management &amp; Support Services</b>					
Vehicle and equipment	914,422	(194,339)	15,900 (12,016)		<b>723,967</b>
Building - State of Good Repair	264,293	(54,282) 100,000	5,600		<b>315,611</b>
Building	480,128	(115,291)	8,300		<b>373,137</b>
Watershed Management Capital - Municipal Funds	601,335	(169,952) 339,200	13,400		<b>783,983</b>
Watershed Management Capital -Self Generated Funds	390,909		26,000		<b>416,909</b>
Watershed Management & Support Services Stabilization	793,193	(39,987)		1,036,006	<b>1,789,212</b>
Debt Financing Charges Capital	472,670	(100,000)	52,894		<b>425,564</b>
Digital Transformation	250,000		4,900		<b>254,900</b>
Legal - Planning & Watershed Management	258,891				<b>258,891</b>
Legal - Corporate	200,000				<b>200,000</b>
Water Festival	188,911				<b>188,911</b>
Land Securement	34,537	25,000	900		<b>60,437</b>
Property Management	95,040	(14,411)		65,000	<b>145,629</b>
Stewardship and restoration	390,511			30,000	<b>420,511</b>
<b>Conservation Areas</b>					
Capital	2,715,884	(541,594)	47,900	1,072,029	<b>3,294,219</b>
Revenue Stabilization	1,000,568				<b>1,000,568</b>
<b>Total Reserves</b>	<b>\$9,051,292</b>	<b>\$ (765,656)</b>	<b>\$ 163,778</b>	<b>\$ 2,203,035</b>	<b>\$ 10,652,449</b>

### 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

This report and financial appendix summarizes the variances that have contributed to the 2020 operating surplus of \$2,203,035 and recommends distribution of the surplus to reserves. The variances that have occurred during the year will inform the management of the approved 2021 Budget and preparation of the 2022 Budget.

Signed & respectfully submitted:



Marnie Piggot  
Director, Finance

Approved for circulation:



Hassaan Basit  
President & CEO/Secretary-Treasurer

**FOR QUESTIONS ON CONTENT:**

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

**Conservation Halton**  
**Budget Variance Report Financial Appendix**

	NOTES	ACTUAL December 31, 2020	2020 BUDGET	VARIANCE \$ OVER / (UNDER) BUDGET	VARIANCE % OVER / (UNDER) BUDGET
<b>WATERSHED MANAGEMENT &amp; SUPPORT SERVICES (WMSS)</b>					
<b>CORPORATE SERVICES</b>					
<u>Expenditures</u>					
Salaries and Benefits	1	3,168,246	3,394,802	(226,556)	(6.7%)
Total Materials & Supplies and Purchased Services	2	891,509	1,025,335	(133,826)	(13.1%)
Debt Financing Charges	3	744,009	649,011	94,998	14.6%
Transfer to Reserves - State of Good Repair Levy		517,094	464,200	52,894	11.4%
<b>Total Expenditures</b>		<b>5,320,858</b>	<b>5,533,348</b>	<b>(212,490)</b>	<b>(3.8%)</b>
<u>Revenue</u>					
Program & Other Revenue	4	279,355	100,000	179,355	179.4%
Municipal Funding		9,306,926	9,305,409	1,517	0.0%
Chargeback Recoveries	1	609,216	797,149	(187,933)	(23.6%)
Reserve Funding	3	100,000	10,000	90,000	900.0%
<b>Total Revenues</b>		<b>10,295,496</b>	<b>10,212,558</b>	<b>82,938</b>	<b>0.8%</b>
<b>TOTAL CORPORATE SERVICES</b>		<b>4,974,638</b>	<b>4,679,210</b>	<b>295,428</b>	<b>6.3%</b>

**Notes:**

- Salaries and benefits are lower than the 2020 budget amount due to staff vacancies and temporary reductions in staffing in Corporate Service departments. The staff recovery chargeback to the Conservation Areas was reduced as a result of staff vacancies and the park closure period.
- Materials & Purchased Services are lower than the 2020 budget amount for reduced discretionary expenses including program supplies and consulting.
- Debt financing charges exceed the budget by \$94,998 for additional payments totalling \$150,000 on the Hamilton Community Foundation land acquisition loan funded by a donation received through the Conservation Halton Foundation and a \$100,000 transfer from the Debt Financing Charges Reserve approved in November 2020. The additional payments are offset by savings in Halton Region debt financing charges for actual debt issued from the 2020 budget amount. Total savings of \$52,894 is recommended to be transferred to the Debt Financing Charges Reserve.
- Program & Other Revenue increase of \$179,355 is related to increased revenue for 1) a donation received that was designated for a payment on the land acquisition loan; 2) anticipated insurance recovery for a loss claim; 3) employment grant recoveries for contract staff and 4) investment revenue exceeding the budget by \$75,792.

Conservation Halton  
Budget Variance Report Financial Appendix

	NOTES	ACTUAL December 31, 2020	2020 BUDGET	VARIANCE \$ OVER / (UNDER) BUDGET	VARIANCE % OVER / (UNDER) BUDGET
<b>CORPORATE COMPLIANCE</b>					
<u>Expenditures</u>					
Salaries and Benefits		528,530	540,115	(11,585)	(2.1%)
Total Materials & Supplies and Purchased Services	5	187,579	164,500	23,079	14.0%
<b>Total Expenditures</b>		<b>716,109</b>	<b>704,615</b>	<b>11,494</b>	<b>1.6%</b>
<u>Revenue</u>					
Program & Other Revenue		4,908	-	4,908	0.0%
Chargeback Recoveries	6	143,600	176,900	(33,300)	(18.8%)
<b>Total Revenues</b>		<b>148,508</b>	<b>176,900</b>	<b>(28,392)</b>	<b>(16.0%)</b>
<b>TOTAL CORPORATE COMPLIANCE</b>		<b>(567,601)</b>	<b>(527,715)</b>	<b>(39,886)</b>	<b>7.6%</b>

**Notes:**

5. Materials & Purchased Services exceed the 2020 budget amount for increased legal fees, insurance premiums and Administration Office property taxes.

6. The staff recovery chargeback to the Conservation Areas was reduced as a result of temporary staffing reductions and during the park closure period.

Conservation Halton  
Budget Variance Report Financial Appendix

	NOTES	ACTUAL December 31, 2020	2020 BUDGET	VARIANCE \$ OVER / (UNDER) BUDGET	VARIANCE % OVER / (UNDER) BUDGET
<b>FLOOD FORECASTING &amp; OPERATIONS</b>					
<u>Expenditures</u>					
Salaries and Benefits		381,466	391,797	(10,331)	(2.6%)
Total Materials & Supplies and Purchased Services	7	90,312	145,000	(54,688)	(37.7%)
<b>Total Expenditures</b>		<b>471,778</b>	<b>536,797</b>	<b>(65,019)</b>	<b>(12.1%)</b>
<u>Revenue</u>					
Program & Other Revenue		-	-	-	0.0%
Provincial Funding		156,864	159,034	(2,170)	(1.4%)
Chargeback Recoveries		32,701	-	32,701	0.0%
<b>Total Revenues</b>	8	<b>189,565</b>	<b>159,034</b>	<b>30,531</b>	<b>19.2%</b>
<b>TOTAL FLOOD FORECASTING &amp; OPERATIONS</b>		<b>(282,213)</b>	<b>(377,763)</b>	<b>95,550</b>	<b>(25.3%)</b>

**Notes:**

7. Materials & Purchased Services are lower than the budget for savings in program supplies and consulting fees.

8. The staff recovery chargeback to capital projects exceeds the budget amount in this department based on revised capital project work and staff changes.



Conservation Halton  
Budget Variance Report Financial Appendix

	NOTES	ACTUAL December 31, 2020	2020 BUDGET	VARIANCE \$ OVER / (UNDER) BUDGET	VARIANCE % OVER / (UNDER) BUDGET
<b>PLANNING &amp; WATERSHED MANAGEMENT</b>					
<u>Expenditures</u>					
Salaries and Benefits	9	3,918,751	4,353,545	(434,794)	(10.0%)
Total Materials & Supplies and Purchased Services	10	386,338	479,794	(93,456)	(19.5%)
<b>Total Expenditures</b>		<b>4,305,089</b>	<b>4,833,339</b>	<b>(528,250)</b>	<b>(10.9%)</b>
<u>Revenue</u>					
Program & Other Revenue	11	2,836,218	2,554,100	282,118	11.0%
Provincial Funding		237,809	255,545	(17,736)	(6.9%)
Other Municipal Funding		452,796	488,003	(35,207)	(7.2%)
Chargeback Recoveries	12	54,298	131,200	(76,902)	(58.6%)
<b>Total Revenues</b>		<b>3,581,121</b>	<b>3,428,848</b>	<b>152,273</b>	<b>4.4%</b>
<b>TOTAL PLANNING &amp; WATERSHED MANAGEMENT</b>		<b>(723,968)</b>	<b>(1,404,491)</b>	<b>680,523</b>	<b>(48.5%)</b>

**Notes:**

9. Salaries and benefits are lower than the budget amount due to staff vacancies and temporary reductions in staffing in Planning & Watershed Management, Regional Infrastructure Team (RIT) and Source Protection.

10. Materials & Purchased Services are lower than the 2020 budget amount due to legal and consulting fees less than the budget by almost \$57,000, reduced program supplies and decreased staff travel costs.

11. Planning and permit fees exceeded the 2020 budget amount due to increased large scale technical reviews.

12. The staff recovery chargeback to capital projects is less than the budget amount in this department based on revised capital project work and staff changes.

Conservation Halton  
Budget Variance Report Financial Appendix

	NOTES	ACTUAL December 31, 2020	2020 BUDGET	VARIANCE \$ OVER / (UNDER) BUDGET	VARIANCE % OVER / (UNDER) BUDGET
<b>SCIENCE &amp; PARTNERSHIPS (S &amp; P)</b>					
<u>Expenditures</u>					
Salaries and Benefits	13	1,122,178	1,280,071	(157,893)	(12.3%)
Total Materials & Supplies and Purchased Services	14	44,475	124,777	(80,302)	(64.4%)
<b>Total Expenditures</b>		<b>1,166,653</b>	<b>1,404,848</b>	<b>(238,195)</b>	<b>(17.0%)</b>
<u>Revenue</u>					
Program & Other Revenue	15	25,967	76,040	(50,073)	(65.9%)
Provincial Grant Funding	16	60,000	-	60,000	0.0%
Other Municipal Funding		95,752	105,000	(9,248)	(8.8%)
Federal Funding	16	114,584	168,750	(54,166)	(32.1%)
Chargeback Recoveries	15	99,780	157,330	(57,550)	(36.6%)
Reserve Funding	17	-	17,500	(17,500)	(100.0%)
<b>Total Revenues</b>		<b>396,083</b>	<b>524,620</b>	<b>(128,537)</b>	<b>(24.5%)</b>
<b>TOTAL SCIENCE &amp; PARTNERSHIPS</b>		<b>(770,570)</b>	<b>(880,228)</b>	<b>109,658</b>	<b>(12.5%)</b>

**Notes:**

13. Salaries and benefits are lower than the budget amount due to staff vacancies and temporary reductions in staffing in Ecology and Stewardship.
14. Materials & Supplies and Purchased Services expenses are less than the budget with reduced field work and Partnership Project work.
15. Program & Other Revenue and Chargeback Recoveries have decreased from the budget as a result of temporary staffing reductions and reduced field and project work.
16. A provincial grant was received for the Hamilton Harbour Remedial Action Plan (HHRAP) that was not included in budget that resulted in a lower Federal funding contribution.
17. Reserve funding was not required with reduced Stewardship operating expenses.

Conservation Halton  
Budget Variance Report Financial Appendix

	NOTES	ACTUAL December 31, 2020	2020 BUDGET	VARIANCE \$ OVER / (UNDER) BUDGET	VARIANCE % OVER / (UNDER) BUDGET
<b>PROJECT MANAGEMENT OFFICE</b>					
<u>Expenditures</u>					
Salaries and Benefits	18	863,308	739,248	124,060	16.8%
Total Materials & Supplies and Purchased Services	19	163,092	217,165	(54,073)	(24.9%)
Transfer to Reserves		-	11,388	(11,388)	(100.0%)
<b>Total Expenditures</b>		<b>1,026,400</b>	<b>967,801</b>	<b>69,987</b>	<b>7.2%</b>
<u>Revenue</u>					
Program & Other Revenue		41,721	25,560	16,161	63.2%
Chargeback Recoveries		266,909	294,524	(27,615)	(9.4%)
<b>Total Revenues</b>	18	<b>308,630</b>	<b>320,084</b>	<b>(11,454)</b>	<b>(3.6%)</b>
<b>TOTAL PROJECT MANAGEMENT OFFICE</b>		<b>(717,770)</b>	<b>(647,717)</b>	<b>(70,053)</b>	<b>10.8%</b>

**Notes:**

18. Project Management staff positions were added in 2020 as a result of staff reallocation from other departments that are partly funded by project grants and recoveries. Reduced field and project work resulted in lower Chargeback Recoveries from Partnership Projects. Program & Other Revenue exceeds the budget for employment grants received for contract staff.

19. Materials & Purchased Services are lower than the 2020 budget amount for reduced Restoration program supplies and deferral of discretionary Administration Office facility maintenance.

Conservation Halton  
Budget Variance Report Financial Appendix

	NOTES	ACTUAL December 31, 2020	2020 BUDGET	VARIANCE \$ OVER / (UNDER) BUDGET	VARIANCE % OVER / (UNDER) BUDGET
<b>OPERATIONS</b>					
<u>Expenditures</u>					
Salaries and Benefits	20	986,395	1,016,957	(30,562)	(3.0%)
Chargeback - Parks staff support	21	67,200	55,400	11,800	21.3%
Total Materials & Supplies and Purchased Services	20	207,131	372,739	(165,608)	(44.4%)
<b>Total Expenditures</b>		<b>1,260,726</b>	<b>1,445,096</b>	<b>(184,370)</b>	<b>(12.8%)</b>
<u>Revenue</u>					
Program & Other Revenue	20	91,161	133,000	(41,839)	(31.5%)
Provincial Grants		125,000	125,000	-	0.0%
Other Municipal Funding	22	50,997	62,000	(11,003)	(17.7%)
Chargeback Recoveries	20	212,058	283,800	(71,742)	(25.3%)
<b>Total Revenues</b>		<b>479,216</b>	<b>603,800</b>	<b>(124,584)</b>	<b>(20.6%)</b>
<b>TOTAL OPERATIONS</b>		<b>(781,510)</b>	<b>(841,296)</b>	<b>59,786</b>	<b>(7.1%)</b>

**Notes:**

20. Temporary staffing reductions in 2020 resulted in reduced discretionary property management expenses, vehicle maintenance and reduced Chargeback Recoveries. Materials and supplies were also lower with the deferral of tree planting program and grants to 2021.

21. The increased Chargeback expense is due to higher staff support costs by staff allocated to the Conservation Areas.

22. Other municipal funding is less than the budget for reduced property management services provided at Halton Region Agreement Forests.

Conservation Halton  
Budget Variance Report Financial Appendix

	NOTES	ACTUAL December 31, 2020	2020 BUDGET	VARIANCE \$ OVER / (UNDER) BUDGET	VARIANCE % OVER / (UNDER) BUDGET
<b>PARTNERSHIP PROJECTS - SCIENCE &amp; PARTNERSHIPS AND PROJECT MANAGEMENT OFFICE</b>					
<u>Expenditures</u>					
Staff Support		245,172	374,549	(129,377)	(34.5%)
Total Materials & Supplies and Purchased Services		454,176	688,681	(234,505)	(34.1%)
<b>Total Expenditures</b>	<b>23</b>	<b>699,348</b>	<b>1,063,230</b>	<b>(363,883)</b>	<b>(34.2%)</b>
<u>Revenue</u>					
Program Revenue		429,757	809,765	(380,008)	(46.9%)
Provincial Grants		145,978	98,903	47,075	47.6%
Other Municipal Funding		2,364	-	2,364	0.0%
Federal Funding		121,249	154,562	(33,312)	(21.6%)
<b>Total Revenues</b>	<b>23</b>	<b>699,348</b>	<b>1,063,230</b>	<b>(363,883)</b>	<b>(34.2%)</b>
		<b>(0)</b>	<b>-</b>	<b>(0)</b>	<b>0.0%</b>
<b>Notes:</b>					
23. Partnership project costs are fully funded by related project grants and other funding. A temporary pause in Partnership Project field work during the spring provincial shutdown as well as staff vacancies and temporary staff reductions contributed to a matching reduction in project funding based on the project work completed.					
<b>TOTAL WMSS REVENUE</b>		<b>16,097,968</b>	<b>16,489,074</b>	<b>(391,106)</b>	<b>(2.4%)</b>
<b>TOTAL WMSS EXPENDITURES</b>		<b>14,966,962</b>	<b>16,489,074</b>	<b>(1,522,112)</b>	<b>(9.2%)</b>
<b>TOTAL</b>		<b>1,131,006</b>	<b>-</b>	<b>1,131,006</b>	<b>0.0%</b>

Conservation Halton  
Budget Variance Report Financial Appendix

	NOTES	ACTUAL December 31, 2020	2020 BUDGET	VARIANCE \$ OVER / (UNDER) BUDGET	VARIANCE % OVER / (UNDER) BUDGET
<b>CONSERVATION AREAS</b>					
<u>Expenditures</u>					
Salaries and Benefits	24	6,400,812	7,826,076	(1,425,264)	(18.2%)
Total Materials & Supplies and Purchased Services	25	3,203,516	4,004,602	(587,651)	(14.7%)
Chargeback - WMSS Support Services to Parks	26	926,900	1,193,400	(266,500)	(22.3%)
<b>Total Expenditures</b>		<b>10,744,663</b>	<b>13,024,078</b>	<b>(2,279,415)</b>	<b>(17.5%)</b>
<u>Revenue</u>					
Program Revenue	27	11,266,802	13,452,180	(2,185,378)	(16.2%)
Other Revenue	28	129,298	65,000	64,298	98.9%
Municipal Funding	29	353,393	404,909	(51,516)	(12.7%)
Reserve Funding (Outreach)	30	-	15,000	(15,000)	(100.0%)
Chargeback - Parks to WMSS	31	67,200	55,400	11,800	21.3%
<b>Total Revenues</b>		<b>11,816,693</b>	<b>13,992,489</b>	<b>(2,175,796)</b>	<b>(15.5%)</b>
<b>TOTAL - TRANSFER TO (FROM) CONSERVATION AREA RESERVES</b>		<b>1,072,029</b>	<b>968,411</b>	<b>103,618</b>	<b>10.7%</b>

**Notes:**

24. Salaries and benefits are lower than the budget amount due to staff vacancies and temporary reductions in full time and part time staff positions.
25. Materials & Purchased Services are less than the 2020 budget amount for reduced discretionary expenses for park program supplies, utilities and maintenance services.
26. The staff recovery chargeback to the Conservation Areas was reduced as a result of WMSS staff vacancies and temporary staffing reductions and during the park closure period.
27. Park program revenue is lower due to the parks being closed for two months and reduced parks programs that could be offered during the COVID pandemic.
28. Other revenue is higher than the budget due to increased investment revenue of almost \$50,000 and for donations received.
29. Other municipal funding for the Outreach education program was reduced with the cancellation of the Children's Water Festival in 2020 as a result of COVID.
30. Reserve funding was not required with reduced Outreach operating expenses.
31. Increased operation staff support costs recovery by staff allocated to the Conservation Areas.

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

**REPORT NO: #** CHBD 02 21 07

**FROM:** Marnie Piggot, Director, Finance

**DATE:** March 25, 2021

**SUBJECT:** 2020 Investments and Investment Revenue

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### Recommendation

THAT the Conservation Halton Board of Directors **approves the allocation of investment revenue of \$355,355 to operating funds and to reserves as noted in the report;**

And

THAT the Conservation Halton Board of Directors **receives for information the staff report on 2020 Investments and Investment Revenue dated March 25, 2021.**

### Executive Summary

In 2020, total investment revenue of \$785,875 was earned on total investments at December 31, 2020 of \$29,743,330. Investment revenue in 2019 was \$816,952 on total investments of \$23,974,589. Details regarding the 2020 investment revenue and investments are contained in the chart in the report.

Investment revenue of \$355,355 is recommended to be allocated to capital reserve funds in the amount of \$122,900 and \$232,455 to operating funds for the Watershed Management & Support Services and Conservation Areas programs. The amounts allocated to the respective funds and reserves are noted in the report.

Investments are recorded at the lower of cost or market value for accounting purposes. Fair market values for the One Investment program investments exceed the investment cost and are regularly monitored by staff.

### Report

Investment balances at December 31, 2020 by investment type, investment revenue and fair market value are as follows:

Type of Investment	Investment Cost Book Value Dec. 31, 2020	Average Rate of Return (excluding unrealized holding gains)	2020 Investment Revenue	Investment Fair Market Value Dec. 31, 2020
Bank Business Investment Account	\$ 1,555,710	1.0%	\$ 34,622	\$ 1,555,710
Bank 31 day Notice Plan	2,038,278	1.3%	26,474	2,038,278
GICs (Guaranteed Investment Certificates)	4,000,000	1.9%	56,627	4,000,000
One Investment - High Interest Savings	5,300,053	1.2%	57,202	5,300,053
One Investment - Universal Bond Fund	4,357,100	3.5%	150,147	4,557,380
One Investment - Equity Fund	530,281	5.9%	30,283	1,192,539
Subtotal	17,781,423	2.0%	355,355	18,643,960
Long-term Water Management System Fund	11,961,907	3.7%	430,520	13,542,270
Total	<b>\$ 29,743,330</b>		<b>\$ 785,875</b>	<b>\$ 32,186,230</b>

## 2020 Investment Revenue

In 2020, total investment revenue of \$785,875 was earned on total investments costing \$29,743,330 compared to total 2019 investment revenue of \$816,952 on investments totaling \$23,974,589.

Funds were invested throughout the year in accordance with the Conservation Halton Investment Policy in the following instruments:

- Bank Business Investment and Notice Plan Accounts
- Bank short term money market instruments such as G.I.C.'s, and
- One Investment High Interest Savings Account, Long Term Bond and Equity Pooled Funds.

Conservation Halton investments achieved an average rate of return of 2% (2019 2.3%) for funds other than the Long-term Water Management System Fund. Interest rates declined by 1.5% in first quarter 2020 primarily a result of the economic impacts of COVID-19. The 2020 investment rate of return for Conservation Halton was not significantly impacted by the rate decline with GIC investments earning interest at rates prior to the interest rate drop for much of the year. This interest rate decline will impact 2021 investment returns as investment mature and rates are expected to remain flat for some time. Staff will continue to monitor investments and seek reinvestments that maximize investment returns.

The increase in investment funds over 2019 is related to increases in Reserve funds through operating surpluses, increased deferred revenue received in advance such as planning and permit fees and amounts received in 2020 owing for capital grants and insurance recovery.

Investments are segregated for the Water Management System Fund as required by the funding agreement.



Although Region of Halton staff are not able to invest funds on behalf of Conservation Halton, Halton Region staff do participate on the Water Management System Fund Investment Committee and assist with investment purchases recommended by the Investment Committee.

### Allocation of Investment Revenue

Investment earnings are allocated first to capital reserve funds in accordance with Conservation Halton's Budget Principles. Operating investment revenue is allocated between the Water Management & Support Service and Conservation Area programs on a proportional basis.

Staff recommend the allocation of the \$355,355 of investment revenue on the Conservation Halton reserve balances and operating funds for 2020 as outlined in the chart below. Consistent with prior years, investment revenue is allocated to capital reserves based on the average annual balance and the average annual rate of return being 2.0% for 2020.

Operating Fund or Capital Reserve	2020 Investment Revenue	2020 Budget	2019 Investment Revenue
Operating Fund			
Watershed Management & Support Services	\$ 128,256	\$ 52,000	\$ 127,155
Conservation Areas	104,200	55,000	116,680
Subtotal	232,455	107,000	243,835
Capital Reserves			
Vehicle, Equipment and Building	15,900	-	21,600
Building	8,300	-	9,700
Building - State of Good Repair	5,600	-	-
Land Securement	900	-	500
Water Capital - Municipal	13,400	-	11,100
Water Capital - Self Generated	26,000	-	34,600
Digital Transformation	4,900	-	-
Conservation Areas - Capital	47,900	-	56,500
Subtotal	122,900	-	134,000
Total Investment Revenue	\$ 355,355	\$ 107,000	\$ 377,835

### One Investment - Pooled Funds

The One Investment program pools together investment funds from multiple Ontario municipalities and eligible public sector investors to provide higher returns for its investors. Investors such as Conservation Halton benefit from investing in actively managed and diversified investment portfolios, with investment management costs spread over a larger asset base.

The total market value at December 31, 2020 for the One Fund Universal Bond fund and the Equity fund was \$5,749,919 and exceeds the book value of \$4,887,382. Market values for these funds have declined slightly at March 10, 2021 to \$5,734,442 as a result of market fluctuations.

### 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

Investment revenue for 2020 is allocated to operating and reserve funds and exceeded the 2020 budget amounts. The 2020 Budget was prepared conservatively as the amount of surplus funds are difficult to predict. The allocation of investment revenue to the capital reserve balances increases available reserve funds for future capital projects through self generated revenues.

Signed & respectfully submitted:

Approved for circulation:



Marnie Piggot  
Director, Finance



Hassaan Basit  
President & CEO/Secretary-Treasurer

**FOR QUESTIONS ON CONTENT:**

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

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

**REPORT NO: #** CHBD 02 21 08

**FROM:** Marnie Piggot, Director, Finance

**DATE:** March 25, 2021

**SUBJECT:** 2020 Year End Capital Projects Update

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### Recommendation

THAT the Conservation Halton Board of Directors **approves the closing of capital projects as identified in the Capital Project Summary Financial Appendix (Appendix D) at December 31, 2020;**

And

THAT a transfer of \$12,016 from the Vehicle and Equipment Reserve **be approved for Watershed Management & Support Service vehicle costs exceeding the 2020 budget;**

And

THAT a capital project **be approved to be added in 2021 for Gypsy Moth - Forest Management funded by a reserve transfer from the Property Management Reserve of \$65,000 and deferred capital revenue of \$13,000;**

### Report

The attached Capital Project Summary Appendix (Appendix B) provides an overview of the work carried out in 2020. The summary includes the budget, life to date costs and the budget amount remaining to be spent. The 2020 costs include work on projects carried over from prior year budgets. The summary also provides the funding sources for the projects and indicates if the capital project can be closed if completed.

Total 2020 capital project costs are \$4,099,064 and life to date costs for these capital projects total \$13,976,677. The life to date capital expenses of almost \$14 million is 80% of the total capital budget of \$17.58 million. Kelso Dam capital project life to date costs of \$8,361,694 make up 60% of the total capital costs.

The Kelso Dam Rehabilitation capital project was fully completed in 2020 and is recommended to be closed. This project was substantially complete by December 31, 2019 with final work costing \$478,866 in 2020 by the contractor and project management consultant for dam crest paving, disposal of material from the rehabilitation works and site restoration.

## **Closing of Capital Projects**

The capital projects recommended to be closed after 2020 are identified on the attached Capital Project Summary Financial Appendix total \$10,030,068. These projects are being closed as they have been completed or are annual projects such as information technology (IT) infrastructure, vehicle and equipment replacements and Conservation Halton Foundation (Foundation) funded projects, where the capital project amount will be reconsidered during the annual budget process.

Approval was received in May 2020 from the Ministry of Natural Resources and Forestry (MNR) for Water and Erosion Control Infrastructure (WECI) funding for 2020-2021 for dams and channels infrastructure. These capital projects are generally funded 50% provincially and 50% municipally. The dams and channels projects completed by March 2020 to meet WECI funding requirements were approved to be closed in the May 31, 2020 Budget Variance Report.

The application for 2021-2022 WECI funding was submitted in March 2021 and includes the Milton Channel slab replacements not previously approved for WECI funding. MNR staff approved at the beginning of 2021, the reallocation of anticipated surplus 2020-2021 WECI funds for a consultant assessment of the Milton Channel concrete slabs. In the event funding may be needed prior to potential WECI approval or is not approved in 2021, the Board approved in November 2020 a transfer from the Water Management Capital Reserve for up to the 50% provincial portion.

Conservation Area capital projects are primarily funded by a transfer from the Conservation Areas Capital reserve. Parks Facility and IT Capital projects were delayed slightly as a result of COVID 19 impacts and will be carried over for completion in 2021.

## **Municipal Debt Financing**

Capital projects funded by municipal debt financing include 50% of the Kelso Dam and Scotch Block Dam repairs and the Morrison Wedgewood Channel Spill design with 2020 total costs of \$629,065. These amounts are within the approved capital project budget amounts to be debt financed.

Debt financing received is repaid to Halton Region over a twenty-year period with interest at 3% except for the Kelso Dam capital costs that are being repaid over thirty years at a 3.2% interest rate. Annual debt financing repayments are included in the Conservation Halton operating budget. The amount of the loan owing to Halton Region at December 31, 2020 is \$4,879,328 plus debt financing for 2020 capital projects invoiced in 2021 of \$314,532.

## **Forest Management – Gypsy Moth Project**

Staff are recommending that a project be added to the 2021 capital budget for Gypsy Moth treatment required at Mount Nemo, Waterdown Woods, Clappison Woods and Sixteen Valley because of the large volume of egg masses found during surveys in fall 2020.

Conservation Halton Forest Technicians annually perform Gypsy Moth surveys to anticipate populations and potential impacts. Gypsy moth populations are cyclical and average peak populations

numbers every ten years. Gypsy Moth Kaladar Plots (MKP) are monitored throughout our watershed on ten properties annually. The last spray for Gypsy Moth was done over ten years ago.

Staff are recommending that a transfer of up to \$65,000 be approved from the Property Management Reserve along with forest management municipal capital funding carried over from prior years of \$13,000 to complete the Gypsy Moth treatment in 2021. Services will be procured jointly with watershed municipalities. Zimmer Air Services Inc has been commissioned to do the treatment. Staff will consider options to grow the Property Management Reserve in the 2022 budget and forecast for future invasive species management based on an Invasive Species Management Plan that will outline how Gypsy Moth and other invasives will be managed in the future.

### 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 outlines the capital project work completed in 2020. The capital projects costs were within the funding available approved in 2020 and prior year budgets, with the exception of WMSS vehicle replacements that can be funded by a transfer from the Vehicle and Equipment Reserve.

Signed & respectfully submitted:

Approved for circulation:



Marnie Piggot  
Director, Finance



Hassaan Basit  
CEO/Secretary-Treasurer

**FOR QUESTIONS ON CONTENT:**

Marnie Piggot; 905-336-1158, ext. 2240;  
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**CONSERVATION HALTON**  
**CAPITAL PROJECT SUMMARY FINANCIAL APPENDIX**  
**AS AT DECEMBER 31 2020**

Capital Project Description	Budget - Prior Years ** Carryover	2020 Budget	Budget Increase (Decrease)	Total Capital Budget	Prior Years Capital Costs	2020 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	\$7,882,829	\$478,866	\$8,361,694	\$3,306	<b>CLOSE</b>	NDMP; MNRF; Mun. Debt Fin.
Hilton Falls Dam Diversion Phase 1 (2019)	\$90,000			90,000	\$21,732	8,257	29,989	60,011	Closed	50% MNRF; 50% Reserve
Public Safety Plan Implementation	\$72,000			72,000	\$13,187	15,897	29,084	42,916	Closed	50% MNRF; 50% Reserve
Hilton Falls Road Surface Upgrade	\$0	84,430	(84,430)	-	\$0		-	-	Closed	50% MNRF; 50% Reserve
Hilton Falls Dam Phase 2	\$0	825,084	(825,084)	-	\$0		-	-	Closed	50% MNRF; 50% Reserve
Milton Channel Repairs	\$255,927			255,927	\$0		-	255,927		50% MNRF; 50% Reserve
Freeman Pond Flood Attenuation Assessment	\$25,000		(25,000)	-	\$0		-	-	Closed	50% MNRF; 50% Reserve
Hilton Falls Dam Construction Phase 1 (2020)			220,000	220,000	\$0	206,753	206,753	13,247		50% MNRF; 50% Reserve
Hilton Falls Dam Safety Repairs & Electrical Upgrades			150,000	150,000	\$0	8,097	8,097	141,903		50% MNRF; 50% Reserve
Morrison Wedgewood Channel Spill		106,121	(6,121)	100,000	\$0	78,057	78,057	21,943		50% MNRF; 50% Debt Financing
Scotch Block Dam Safety Repairs		246,738	53,262	300,000	\$0	72,142	72,142	227,858		50% MNRF; 50% Debt Financing
Kelso Dam Safety Repairs			110,000	110,000	\$0	55,069	55,069	54,931		50% MNRF; 50% Reserve
Kelso Dam Lift Gates and Hoists Refurbishment			120,000	120,000	\$0	17,031	17,031	102,969		50% MNRF; 50% Reserve
Channel Replacement Design		50,000		50,000	\$0	16,052	16,052	33,948		50% MNRF; 50% Reserve
Asset Management Plan	\$100,000			100,000	\$59,220	39,987	99,207	793	<b>CLOSE</b>	Reserve; Municipal
Emerald Ash Borer **	\$65,939	862,243	9,938	938,120	\$0	928,231	928,231	9,889		Municipal - EAB; Lumber sales
Flood Forecasting & Warning **	\$74,534	115,000	49,960	239,494	\$0	157,969	157,969	81,525		Municipal
Floodplain Mapping - 2018 (Grindstone)	\$466,626			466,626	\$395,429	33,946	429,375	37,251	<b>CLOSE</b>	50% NDMP; Reserve\$25K; Bal. Municipal
Floodplain Mapping - 2019 (Urban Milton; Morrison-Wedgewood)	\$466,626			466,626	\$278,006	186,173	464,179	2,447		50% Federal NDMP; 50% Municipal
Floodplain Mapping - 2020		330,000		330,000	\$0		-	330,000		Other Municipal - Halton Region
Watershed Planning / Municipal Natural Assets Initiative **	\$10,000	25,000		35,000	\$3,500	31,500	35,000	-	<b>CLOSE</b>	Municipal
Watershed Database Management System	\$75,000			75,000	\$31,731		31,731	43,269		Municipal
WMSS Facility/Administration Office Renovations - non SOGR	\$129,000	150,000		279,000	\$44,042	115,291	159,333	119,667		Reserve - Building
WMSS Facility/Admin. Office - State of Good Repair (SOGR)		102,000		102,000		54,282	54,282	47,718		Reserve - Building SOGR
Operations Centre Capacity Study		100,000		100,000	\$0		-	100,000		Reserves
Information Technology & Digital Transformation - WMSS **	\$179,961	199,000		378,961	\$0	113,836	113,836	265,125		Municipal
Website Upgrade		100,000		100,000	\$0		-	100,000		Municipal; Reserves
Payroll System Upgrade - Phase 1 & 2	\$89,500			89,500	\$69,736		69,736	19,764		Municipal; Reserves
Great Plains upgrades	\$35,000	25,000		60,000	\$0		-	60,000		Municipal
Ortho Imagery	\$60,000			60,000	\$10,446		10,446	49,554		Municipal
Lidar Imagery		40,000		40,000	\$0		-	40,000		Municipal
Program rates & fees review	\$60,000			60,000	\$59,038		59,038	962	<b>CLOSE</b>	Municipal
Vehicle and Equipment Replacements- WMSS	\$0	194,339	36,120	230,459	\$0	242,475	242,475	(12,016)	<b>CLOSE</b>	Reserve; Vehicle Sales
Forest Management	\$73,689			73,689	\$60,689		60,689	13,000		Municipal
Land Management			489,000	489,000	\$0	488,411	488,411	589	<b>CLOSE</b>	Reserve; Donation
Giant's Rib Geopark	\$100,000	100,000		200,000	\$0		-	200,000		Other funding
Clappison & Waterdown Woods		25,000		25,000	\$0		-	25,000		Municipal
Glenorchy	\$15,151			15,151	\$0		-	15,151	<b>CLOSE</b>	Other and Reserve
Speyside Weir Removal	\$31,500	32,000		63,500	\$0		-	63,500	<b>CLOSE</b> \$31,500	Reserve
<b>Conservation Areas Facility &amp; Infrastructure:</b>										
Kelso/Glen Eden/Parks - Master Plan	\$140,000			140,000	\$98,358	37,125	135,483	4,517	<b>CLOSE</b>	Reserve
Kelso/Glen Eden - Water/Wastewater Servicing	\$704,035			704,035	\$622,140	5,453	627,593	76,442		Reserve; Dev. Contribution funds
Kelso & Crawford Lake Visitor Centres (Dev. Contr'n Works)	\$375,000	250,000		625,000	\$51,893	110,629	162,521	462,479		Dev. Contribution funds
Kelso/Glen Eden - Ski/Snowboarding Capital Expenditures	\$0	100,000		100,000	\$0		-	100,000	<b>CLOSE</b>	Reserve
Facility and Infrastructure Major Maintenance	\$20,000	330,000	135,000	485,000	\$0	402,712	402,712	82,288		Reserve
Foundation Funded Capital Projects	\$0	100,000		100,000	\$0		-	100,000	<b>CLOSE</b>	CH Foundation
Information Technology Infrastructure - Conservation Areas	\$0	75,000	100,000	175,000	\$0	47,000	47,000	128,000		Reserve
PCI Compliance	\$235,000			235,000	\$175,007		175,007	59,993		Reserve 95%; Municipal 5%
Vehicle and Equipment replacements - Conservation Areas	\$0	165,556		165,556	\$0	148,454	148,454	17,102	<b>CLOSE</b>	Reserve; Vehicle Sales
<b>Total Capital Projects</b>	<b>\$12,314,488</b>	<b>\$4,732,511</b>	<b>\$532,645</b>	<b>\$17,579,644</b>	<b>\$9,876,983</b>	<b>\$4,099,694</b>	<b>\$13,976,677</b>	<b>\$3,602,967</b>		