



BRIEFING NOTE: COMMUNITY PLANNING OFFICE

Bill 229, Protect, Support and Recover from COVID-19 Act (Budget Measures), 2020

November, 2020

This briefing memo provides an overview of the key changes contained in the recently released Bill 229, Protect, Support and Recover from COVID-19 Act (Budget Measures), 2020; the impact it has on the *Conservation Authorities Act*; and outlines the potential implications for Oxford County and its Area Municipalities.

Background

Unexpected amendments to the *Conservation Authorities Act* were introduced in Bill 229, *Protect, Support and Recover from COVID-19 Act (Budget Measures)*, on November 5, 2020. Schedule 6 of Bill 229 relates specifically to the *Conservation Authorities Act*. An Environmental Registry of Ontario (ERO) Bulletin (ERO 019-2646) was also posted on November 5, 2020 stating that there was no requirement for public consultation under Ontario's Environmental Bill of Rights, 29934 (EBR) because the proposed amendments form part of a budget.

The amendments to the *Conservation Authorities Act* are proposed to improve transparency and consistency in CA operations, strengthen municipal and provincial oversight, and streamline the role of CAs in permitting and land use planning.

Bill 229 is proposed to make growth and development easier and more efficient to help aide in the support and recovery of the economy in light of the COVID-19 pandemic. Conservation Ontario, however, is of the opinion the proposed changes will create more 'red tape' and higher costs for taxpayers; threaten the independent watershed-based approach used by conservation authorities in the land use planning process; potentially add delays and additional costs in conservation authority enforcement and permitting; and potentially impact the Province's ability to cost-effectively manage and protect natural hazards and drinking water protection.

Consequently, many of the proposed amendments will have negative impacts on municipalities and the planning/permitting process. Due to the Conservation Authority's role (i.e. Section 28 permits, review and comments of development application, etc.), the planning process is likely to become much slower, more costly, and have additional 'red tape' as a result of the proposed amendments.

2019 Amendments to the *Conservation Authorities Act* *More Homes, More Choice Act, 2019*

In June 2019, the *More Homes, More Choice Act, 2019* (Bill 108) amended the *Conservation Authorities Act*. These amendments are currently un-proclaimed and include:

- Defining the four areas of core mandatory programs and services offered by CAs and allowing for the programs and services to be further defined by regulation. The four areas are:

1. Programs and services related to the risk of natural hazards.
 2. Programs and services related to the conservation and management of lands owned or controlled by the conservation authority.
 3. Programs and services related to the conservation authority's' duties, functions and responsibilities as source protection authority under the *Clean Water Act, 2006*.
 4. Programs and services related to conservation authority's duties, functions and responsibilities under an Act prescribed by the regulations.
- Allowing other programs and services outside of the four core areas to be prescribed as mandatory programs and services.
 - Requiring that municipal financing of a non-mandatory program and service can only continue after a specified date, where there is a financing agreement in place between the conservation authority and applicable municipalities.
 - Establishing a transition period and a process to identify which programs and services are mandatory and enter into an agreement for the non-mandatory programs or services that are municipally funded, either in whole or in part.
 - Enabling the minister to appoint an investigator to investigate or undertake an audit and report on a conservation authority.
 - Clarifying that the duty of a conservation authority "board" members is to act with a view to furthering the objects of the conservation authority.

Amendments proposed in Bill 229 propose additional amendments to some of these previous not yet proclaimed regulations.

Overview of Key Changes

The following is a summary of the key *Conservation Authority Act* amendments, together with any significant implications and considerations identified by planning staff as a result of Bill 229.

General

There have been a number of proposed changes related to the *Conservation Authorities Act*, some being of little concern to conservation authorities and municipalities, and some being of significant concern to both conservation authorities and municipalities. The proposed amendments will have largely negative impacts on the development process as well as the natural environment, and will likely slow the entire permitting process down significantly.

The key changes include: the removal of the conservation authorities role in regulating development, the permit and planning application appeal process and the review of, and appeal of, municipal planning applications; allowing the Minister to make decisions on permit appeals and issue permits without input from conservation authorities; and changing the role of municipally appointed CA Board members to make decisions in the best interest of the municipality, and not the broader watershed and conservation authority.

Specific amendments proposed are explored in further detail below:

Existing Aboriginal or Treaty Rights

Section 1 is amended to include a non-abrogation clause regarding existing aboriginal and treaty rights of aboriginal people.

- *Review/Comments:* No comments/concerns.

Members of Authority

Section 14 is amended to give the Minister the ability to appoint an additional member to a CA to represent the agricultural sector. The duties of every member are to act in the interest of their respective municipality, rather than that of the broader watershed. Minimum qualifications for members of the Board have been repealed through this amendment, and members appointed by municipalities must be municipal councillors.

- *Review/Comments:* The amendment requiring members to act on the behalf of their respective municipality contradicts the duty of the Board Member to act in the best interests of the corporation they oversee (the Conservation Authority).
- This amendment puts individual interests above broader watershed interests and could cause potentially watershed damaging developments as a result of not considering the 'bigger picture' interests.
- Additionally, there are no details regarding how the appointment of an additional member to represent the agricultural sector by the Minister would happen. Clarification is required.

Meetings of Authorities

Section 15 is amended to require the agenda and minutes of a meeting of the authority available to the public before the meeting in the case of the agenda, and the meeting minutes available within 30 days after the meeting. The agenda and minutes will be posted on the authority's website.

- *Review/Comments:* No comments/concerns.

Chair/Vice-Chair

Section 17 is amended to specify the term of appointment for a chair or vice-chair is one year, and they can only serve for two consecutive terms.

- *Review/Comments:* No comments/concerns.

Objects

Section 20 is amended to revise the objects of a conservation authority to provide mandatory and municipal programs and services and any other programs or services provided under the Act. The former objects were to undertake programs and services designed to further the conservation, restoration, development and management of natural resources. This is still reflected in the purpose of the Act and in various regulation within the Act.

- *Review/Comments:* No comments/concerns.

Powers of Authorities

Section 21 is amended and includes altering power to enter onto land without owner's permission and removing the power to expropriate land.

- *Review/Comments:* No comments/concerns.

Programs and Services

Section 21.1 requires the authority to provide mandatory programs and services prescribed by regulation and meeting the requirements within that section. Section 21.1.1 allows the authority to enter agreements with municipalities to provide programs and services on behalf of the municipality. Section

21.1.2 allows an authority to provide programs and services that are advisable to further the purposes of the Act.

- *Review/Comments:* Potential regulations and standards for programs and services are subject to may restrict what the authority is able to do for the member municipalities or to further the purposes of the Act.
- These amendments are likely to have a drastic impact on the ability of authorities to provide the same services they offer today, particularly with respect to natural heritage planning.
- Clarification is needed on if natural heritage planning is considered a mandatory program or whether each conservation authority will require a service agreement with the municipality to provide it.
- Additionally, clarification on the authority's ability to comment on both locally and provincially significant features needs to be provided.

Agreement for "Other Programs and Services"

If municipal funding is required for the cost of programs and services provided, the authority is required to enter into an agreement with the participating municipalities.

- *Review/Comments:* As stated above, this is a concern for municipalities.
- The authority may be restricted on what it can offer and funding may be hard to allocate for programs and services not previously requiring the same amount of municipal funding or a municipal service agreement.
- Even if a municipality wants a program or service, there may not be enough uptake for it to be offered.
- Clarification on whether all participating municipalities need to sign an agreement, a majority, etc. for the program or service to be provided if it crosses multiple municipal boundaries.

Fees for Programs and Services

Section 21.2 is amended to allow any person charged a fee for a program or service provided by the authority to apply to the authority to reconsider the fee, with a decision required to be made in 30 days. Additionally, the decision can now be appealed to the LPAT or the applicant may bring the matter directly to LPAT if they haven't received a decision in 30 days.

- *Review/Comments:* This amendment has a greater impact on conservation authority staff and resources than municipalities but has the potential to slow down the municipal permitting process due to potentially lengthy LPAT proceedings.
- Additionally, potential municipal staff involvement in the LPAT proceedings could create additional work and be costly to the municipality.

Provincial Oversight

Sections 23.2 and 23.3 are amended to give the Minister the ability to order the authority to prevent or remedy non-compliance with the Act through certain actions.

- *Review/Comments:* No comments/concerns.

Ministerial Review Ministerial Review of Permit Decisions

Section 28.1(8) is repealed and replaced with provisions allowing the applicant to seek a review of the authority's decision by the Minister, or to appeal the Decision to the LPAT within 90 days after the decision is made. If the authority doesn't make a decision within 120 days after the application is submitted, the applicant may appeal the application directly to the LPAT.

- *Review/Comments:* These amendments allow applicants to appeal the decisions made by the authority to either the Minister or the LPAT. This will create a bigger workload for conservation authorities and slow the entire municipal permitting and planning process down significantly, as well as add municipal costs, should applications be appealed to the LPAT.
- This amendment will also make enforcement and compliance with the authority's objectives more difficult.
- Regulations will need to be provided on when the 120 day period begins (i.e. time of complete application submitted, what constitutes a complete application, etc.).

Minister's Order Re, Section 28 Permit

This amendment allows the Minister to order an authority not to issue a permit in an activity that without a permit, would be prohibited. After making an order, the Minister may issue the permit instead of the authority.

- *Review/Comments:* This amendment is similar to a Minister Zoning Order under the Planning Act. This is a significant concern for conservation authorities and municipalities as both will be required to ensure compliance with the Minister's permit.
- This amendment may also result in decisions being made without regard to natural features if there is no conservation authority involvement.

Cancellation of Permits

Section 28.3 is amended to allow a decision made by an authority to cancel a permit (or make another decisions under section 283(5)) to be appealed by the permit holder to LPAT.

- *Review/Comments:* The ability to appeal the decisions made by the Authority will cause lengthy delays in the permitting process on a municipal level.
- Additionally, the authorities can use cancelling permits as part of compliance and the ability to appeal this decision, will make compliance more difficult.

Entry Without Warrant, Permit Application

Section 30.2 contains an amended list of circumstances where an officer may enter land within the area of jurisdiction of an authority.

- *Review/Comments:* The changes are to amendments previously adopted but not yet proclaimed. The officer is now required to give reasonable notice to the owner and the occupier of the property for permit applications which may result in increased administrative workload for the authority.

Entry Without Warrant, Compliance

Section 30.2 contains an amended list of circumstances where an officer may enter land within the area of jurisdictions of an authority.

- *Review/Comments:* The result of this amendment is that conservation authorities will maintain their limited existing powers of entry, rather than the enhanced powers of entry within the yet to be proclaimed enforcement and offences section of the Act.
- Authorities will likely have to rely on search warrants to gain entry where there are compliance issues and reasonable ground to obtain a search warrant can't necessarily be obtained where the activities and property can't be seen without entry (such as from the road).

Stop (Work) Order

Section 30.4 of the Act is repelled through this amendment. This section, not yet proclaimed, would have given officers the power to issue stop orders to persons who are participating in activities which contravene or are contravening the Act.

- *Review/Comments:* The ability to stop work that is contravening the Act is a tool conservation authorities have sought for years. Without it, conservation authorities must partake in the lengthy and costly process of obtaining an injunction to stop the activities. This amendment adds more process to what could be a fairly straight forward role of the authority.
- Additionally, it will make it harder for municipalities to enforce regulations related to conservation authorities happening within their municipal boundaries.

Regulations Made by Minister and LGIC

All references made to the Mining and Lands Commissioner have been replaced with Local Planning Appeal Tribunal.

- *Review/Comments:* The LPAT may not have the specialized knowledge the MLT has regarding Section 28 Applications and therefore, may not be able to make well-informed decisions.
- Additionally, the LPAT has a large backlog of appeals without the additional work of handing conservation authority appeals creating unnecessary delays in the permitting processes.
- This amendment will slow down and add costs to the municipal planning and development process.

Planning Act – Exclusion of CAs as Public Body

Subsection 1(2) of the Planning Act is amended to remove Conservation Authorities as a public body under legislation.

- *Review/Comments:* This amendment lacks clarity on its implications. As a result of this amendment, Conservation Authorities will not be able to independently appeal or become a party to an appeal as a public body at the LPAT.
- However, conservation authorities will instead be required to operate through the provincial one window approach, with comments and appeals coordinated through MMAH (a planning system typically for the review of Official Plans and related amendments).
- The removal of this designation may make it much harder for conservation authorities to appeal applications or prevent undesirable land uses within their jurisdiction, may add costs and may add lengthy delays to the permitting process.

Relevant Legislation

- ERO - 019-2646 - Updating the Conservation Authorities Act
<https://ero.ontario.ca/notice/019-2646>
- Bill 229 – Protect, Support and Recover from COVID-19 Act (Budget Measures), 2020
<https://www.ola.org/en/legislative-business/bills/parliament-42/session-1/bill-229>

Summary

Overall, this Act has been introduced to improve transparency and consistency in CA operations, strengthen municipal and provincial oversight, and streamline the role of CAs in permitting and land use planning. Additionally, this Act is seeking to stimulate the economy by making development and land use planning an easier and faster process to help aid in the recovery of economic impacts related to the COVID-19 pandemic. In turn, the proposed amendments will support growth, competitiveness and

job creation in communities. It is unclear, however, how the proposed amendments will achieve these objectives from both a municipality and conservation authority standpoint.

From a land use planning and permitting standpoint, the proposed amendments will only add lengthy delays to the process due to potential LPAT appeals and will make the process have more 'red tape', two things the amendments are wanting to address. Additionally, the proposed amendments have the potential to act in the best interests of municipalities, rather than to protect and enhance the broader watershed. Even when programs are understood to be 'core programs' (i.e. flooding, natural hazards), the conservation authority's power will be curtailed through changes to their boards, their inability to appear as a public body before the LPAT, the new ministerial power to issue permits, and requirement to make decisions within 30 days. The conservation authority's decisions are now directly appealable to the LPAT, increasing time for applicants to receive a decision and potentially requiring municipal staff involvement for the hearings.

The policy direction as proposed within Bill 229 lacks clarity on implications of the amendments and lacks regulations to manage the potential implications. Numerous proposed amendments through Bill 229 are cause for concern within Oxford County and its Area Municipalities. Planning staff will continue to monitor the release of any associated new or updated Provincial guidance to identify any further implications and implementation considerations for the County and/or Area Municipalities that may arise.

Prepared by: Manager of Planning Policy

Circulated to: Area Municipal CAOs, Clerks and Planners

Further information: Any questions related to Bill 229 or the Planning Act can be directed to your Area Planner.

Cost Apportioning Agreement (“Agreement”)

THIS COST APPORTIONING AGREEMENT made the ____ day of _____, 2023.

BETWEEN:

COUNTY OF OXFORD

(hereinafter, “Municipality”)

- and -

UPPER THAMES RIVER CONSERVATION AUTHORITY

(hereinafter, “UTRCA”)

WHEREAS the UTRCA is a conservation authority established under the Conservation Authorities Act (“Act”) and governed by its participating municipalities in accordance with the Act;

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

AND WHEREAS the County of Oxford is a regional municipality established under the Municipal Act, 2001, as amended, which authorizes the County of Oxford to act as a participating municipality in place of the local municipalities wholly or partly in the area within the jurisdiction of the UTRCA under the Conservation Authorities Act consisting of:

Township of Blandford-Blenheim
Township of East Zorra-Tavistock
Township of Norwich
Township of South-West Oxford
Town of Ingersoll
City of Woodstock
Township of Zorra

AND WHEREAS the Act permits UTRCA to provide non-mandatory programs and services on behalf of a Municipality under a Cost Apportioning Agreement or such other agreement as may be entered into with the Municipality pursuant to Ontario Regulation 686/21, when levy is required for the delivery of the non-mandatory programs or services that the UTRCA deems advisable to further the purpose of the Act;

AND WHEREAS pursuant to Ontario Regulation 686/21, when Conservation Authorities are authorized to apportion costs to municipalities for the delivery of programs and services;

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

Term of Agreement

1. Initial Term of the Agreement is January 1, 2024, through December 31, 2028.
2. Thereafter, the Agreement shall continue for additional four-year periods (each “Renewal Term”) unless either party provides written notice of their intention to terminate this Agreement and such notice will be given no less than one-hundred

and eighty (180) days and no more than three hundred (300) days prior to the end of such calendar year.

Agreement Principles

3. The following principles shall guide the implementation of the Agreement between UTRCA and the Municipality:
 - a. The Agreement will provide the overarching terms and conditions for the delivery of non-mandatory programs and services by UTRCA that UTRCA deems advisable to further the purpose of the Act.
 - b. UTRCA agrees to provide the programs and services outlined in Schedule A.
 - c. The Municipality agrees to financially support the programs and services outlined in Schedule A and for such support to be apportioned among the participating municipalities using the Modified Current Value Assessment method, as outlined in Schedule B.
 - d. UTRCA will not add to or delete from the programs and services supported through the Agreement without first consulting with the Municipality and identifying such changes in the annual budget process. Any changes to the programs and services must be approved in writing by the Municipality and any such change following the Municipality's written approval shall be reflected in an updated Schedule A and Schedule B to be circulated and posted once the final annual budget is approved.
 - e. Any change to the total municipal support outlined in Schedule B will be reviewed and approved by the UTRCA Board of Directors within the annual budget process including a 30-day consultation period with the Municipality and applied effective January 1 each calendar year.
 - f. UTRCA may charge a user fee for the delivery of any of the programs and services outlined in Schedule A, where appropriate, to reduce the cost apportioned to the Municipality.

No Agency

4. Nothing herein contained shall make or be construed to make the Municipality or the UTRCA a partner of one another nor shall this Agreement be construed to create a partnership, joint venture, principal-agent relationship or employment relationship in any way or for any purpose whatsoever between the Municipality or the UTRCA or between the Municipality, the UTRCA and a third party. Nothing in this Agreement is to be construed as authorizing one of the UTRCA or the Municipality to contract for or to incur any obligation on behalf of the other of them or to act as agent for the other of them. Any reference herein this section to Municipality shall include its boards, agencies, commissions, and subsidiary operations.

Insurance

5. (1) As required by the Municipality, acting reasonably, the UTRCA shall obtain, maintain and provide to the Municipality, Certificates of Insurance of the following insurance policies issued by an insurance company licensed to write in the Province of Ontario, and shall ensure that the following insurance policies are maintained and kept in force at all times during the currency hereof, unless otherwise set out in the Letter Agreement:
 - a. Commercial General Liability Insurance as follows:
 - i. is in the amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence;

- ii. adds the Municipality, its boards, agencies, commissions, and subsidiary operations, as applicable, as additional insured(s) but only with respect to liability arising out of the operations of the UTRCA in the provision of Programs and Services under this Memorandum of Understanding;
- iii. has provisions for cross-liability and severability of interests, blanket form contractual liability, owners' and contractors' protective liability, broad form property damage, products and completed operations, non-owned automobile liability, and any other provision relevant as detailed in the Letter Agreement or this Agreement

(2) All policies of insurance required to be provided pursuant to this section shall contain or be subject to the following terms and conditions:

- a. each Certificate shall contain a provision requiring the insurers to notify the Municipality in writing at least thirty (30) days before any cancellation of the insurance required under this clause;
- b. the parties agree that insurance policies may be subject to deductible amounts, which deductible amounts shall be borne by the UTRCA;
- c. before the expiry of the policies of insurance, original signed certificates evidencing renewal will be provided to the Municipality upon request.

Review at Regular Intervals

6. This Agreement shall be reviewed by the parties:
 - a. On an annual basis, and
 - b. Prior to the expiry of the Initial Term and each Renewal Term. It shall be the UTRCA's responsibility to initiate the review with the Municipality at least one hundred and eighty (180) days prior to the expiry of the Initial Term or the Renewal Term, as the case may be.

Dispute Resolution

7. The Municipality and the UTRCA will strive to facilitate open and timely communication at all levels.
8. Where a dispute arises between two or more parties, the parties agree that dispute resolution practices will be implemented using the following principles:
 - a. Agree to a fair process for mediating issues;
 - b. Utilize and equally share the costs of a neutral facilitator as agreed upon by the parties, if required;
 - c. Identify common agreement / ground, in the best interest of the parties;
 - d. Identify all options to resolve;
 - e. Select best option.

Early Termination

9. Upon written notice of intention to terminate this Agreement being given in any calendar year during the Initial Term or Renewal Term, the date that is the last date of such calendar year or such date as may be otherwise agreed to by all parties in writing, shall be the "Termination Date." In the event this Agreement is terminated, any operating expenses and costs incurred by the UTRCA for providing services shall be paid by the Municipality up to and including the Termination Date.

Notice

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

(1) in the case of the Municipality, to:
Corporation of the County of Oxford
P. O. Box 1614, 21 Reeve Street
Woodstock ON N4S 7Y3

Attention: Ben Addley
Email: baddley@oxfordcounty.ca

(2) in the case of the UTRCA, to:
Upper Thames River Conservation Authority
1424 Clarke Road,
London ON N5V 5B9
Attention: Tracy Annett, General Manager / Secretary-Treasurer
Email: annett@thamesriver.on.ca

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

Available to the Public

11. This Cost Apportioning Agreement shall be made available on the UTRCA's website.

Execution

12. The Agreement may be executed in counterparts in writing or by electronic signature and delivered by mail, facsimile, or other electronic means, including in Portable Document Format (PDF); no one copy needs to be executed by all parties. When each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all such counterparts, when taken together, shall constitute one and the same agreement.

Letters of Agreement

13. The Agreement does not preclude parties from identifying opportunities for further collaboration to benefit both parties, and ensure efficiency, transparency, and accountability in the use of resources, including in-kind services and assistance, coordination of complementary policy and program initiatives, and projects involving third parties. During the term of this agreement, if additional programs and services are requested from UTRCA to be delivered on behalf of the Municipality, a separate Letter of Agreement will be established with the Municipality (or delegated staff member) and attached as an Appendix.

Watershed-based Resource Management Strategy

14. The Municipality acknowledges and agrees that all programs and services identified in Schedule A shall also be included in a Watershed-based Resource Management Strategy that UTRCA is required to develop and implement, in accordance with the Act.

IN WITNESS WHEREOF the Municipality and the UTRCA have signed this Cost Apportioning Agreement.

COUNTY OF OXFORD on behalf of PARTICIPATING MUNICIPALITIES

Ben Addley
CAO

Gordon Hough
Director, Community Planning

I / We have authority to bind the UTRCA.

UPPER THAMES RIVER CONSERVATION AUTHORITY

Brian Petrie
Chair

Tracy Annett
General Manager/Secretary-Treasurer

I / We have authority to bind the UTRCA.

Schedule A – Category 3 Programs and Services Requiring Municipal Financial Support Through Cost Apportioning

The UTRCA provides the following Category 3 service areas to its participating municipalities:

- Stewardship and restoration,
- Subwatershed planning and monitoring, and
- Community outreach and education.

These service areas are core components of integrated watershed management that have been provided for decades. They are funded by a variety of sources: provincial contracts and transfer payments, municipal levy, self-generated funds (user fees, donations, sponsorships, contracts), and municipal agreements. A program description for each service area is provided below:

Service Area: Stewardship and Restoration

- Delivering landowner stewardship services to improve soil health, water quality and quantity, and biodiversity, and offering Clean Water Program grants in partnership with municipalities. A healthy and vital Thames River will also benefit Lake St Clair and Lake Erie.

Service Area: Subwatershed Planning and Monitoring

- Making science-based decisions through natural heritage subwatershed planning, ecological monitoring and reporting, species at risk programs, and water quality database management. First Nations engagement through various initiatives and projects, to further the development of a more holistic approach in watershed planning that incorporates aspects of Indigenous Traditional Knowledge and an awareness of the river's spirit, in addition to western science and management objectives.

Service Area: Community Outreach and Education

- Empowering communities and youth through outreach and education programs. Community partnerships facilitate watershed "friends of" groups, community science programs, and community events. Curriculum-based environmental education programs reach 20,000 students/year at Fanshawe and Wildwood Conservation Areas, local natural areas, school yards/in class, and virtually.

Schedule B – **Example** of Apportionment of Category 3 Programs

The municipal costs associated with the Category 3 programs and services outlined in Schedule A are included and clearly identified in the UTRCA's overall annual budget. These costs will be apportioned among the participating municipalities according to the Modified Current Value Assessment (MCVA), as outlined below.

Schedule B will be updated annually and distributed to the member municipalities following the final UTRCA budget and levy approval. The MCVA will also be updated as soon as the province provides it to the UTRCA.

A change, if any, to the total levy outlined in Schedule B for 2023 will be applied effective January 1 each calendar year and will be the same percentage as the UTRCA's overall budget increase.

Municipality	2023 MCVA Apportionment %	Cost Apportionment \$ Service Areas: Stewardship and Restoration Subwatershed Planning and Monitoring Community Outreach and Education
Oxford County	16.9093	\$134,214
London	64.0751	\$508,585
Lucan Biddulph	0.3517	\$2,792
Thames Centre	3.1897	\$25,318
Middlesex Centre	2.4127	\$19,150
Stratford	7.2647	\$57,662
Perth East	1.4275	\$11,331
West Perth	1.4827	\$11,769
St. Marys	1.4644	\$11,623
Perth South	1.2215	\$9,695
South Huron	0.2006	\$1,592
TOTAL	100%	\$793,731

APPENDICES

Existing Agreements for Category 2 Programs and Services and Letters of Agreement

Appendix #	Agreement	Municipality	Date / Status

Notes

The Municipality acknowledges and agrees that all programs and services identified in Appendices contained herein shall also be included in a Watershed-based Resource Management Strategy that UTRCA is required to develop and implement, in accordance with the Act.

Activities undertaken by category 2 agreements, as required by the Municipality, shall include Certificates of Insurance for commercial general liability insurance, unless otherwise set out in the Letters of Agreement.



Oxford County Guide to the Cost Apportioning Agreement

UPPER THAMES RIVER
CONSERVATION AUTHORITY

 **OxfordCounty**
Growing stronger together

Introduction

The Upper Thames River Conservation Authority (UTRCA) is pleased to provide you with a draft Cost Apportioning Agreement for the Category 3 programs that require the financial support of member municipalities. This document provides background on the UTRCA and the agreement components.

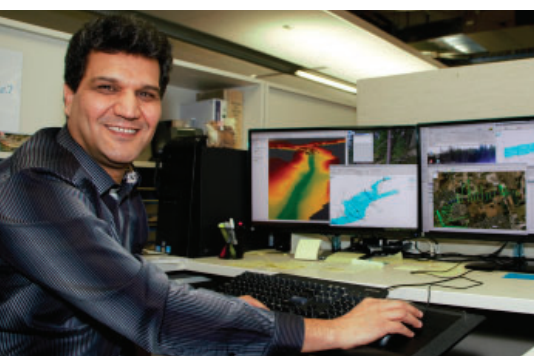
Upper Thames River Conservation Authority

Conservation Authorities (CAs) are local watershed management agencies that deliver programs and services to protect and manage impacts on water and other natural resources, in partnership with all levels of government, landowners, and many other organizations. CAs promote an integrated watershed management approach that balances human, environmental, and economic needs.

The Conservation Authorities Act was enacted in 1946 as the means by which the province and local municipalities could work together to form a CA, based on watershed boundaries, to undertake programs for natural resources management. The Act was founded on the principles of watershed jurisdiction, local initiative, and cost-sharing.

The Upper Thames River Conservation Authority (UTRCA) works in partnership with the 17 member municipalities, which appoint 15 members to the Board of Directors (14 municipal council members and 1 citizen appointment). The Board of Directors sets the UTRCA's overall policy direction and is responsive to local issues and concerns.

The UTRCA undertakes watershed-based programs to protect people and property from flooding and other natural hazards, and to conserve natural resources for economic, social, and environmental benefits. Positive actions in one part of the watershed have positive impacts downstream. All municipalities benefit when these programs are undertaken on a watershed basis.



Upper Thames River Watershed



3,400 square km,
594,000 residents



17 member municipalities
in **3** counties

Land uses **76%** agricultural, **14%** natural vegetation, **8%** urban, **2%** other



4,400 km of watercourse,
26% natural, **64%** channelized
or buried

58%

of the land
(urban or agricultural)
has artificial drainage



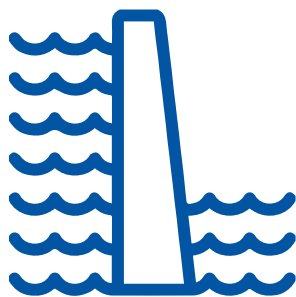
22
wastewater
treatment
plants



390
pollution
spills
reported
(2011-2015)



80
species
of fish



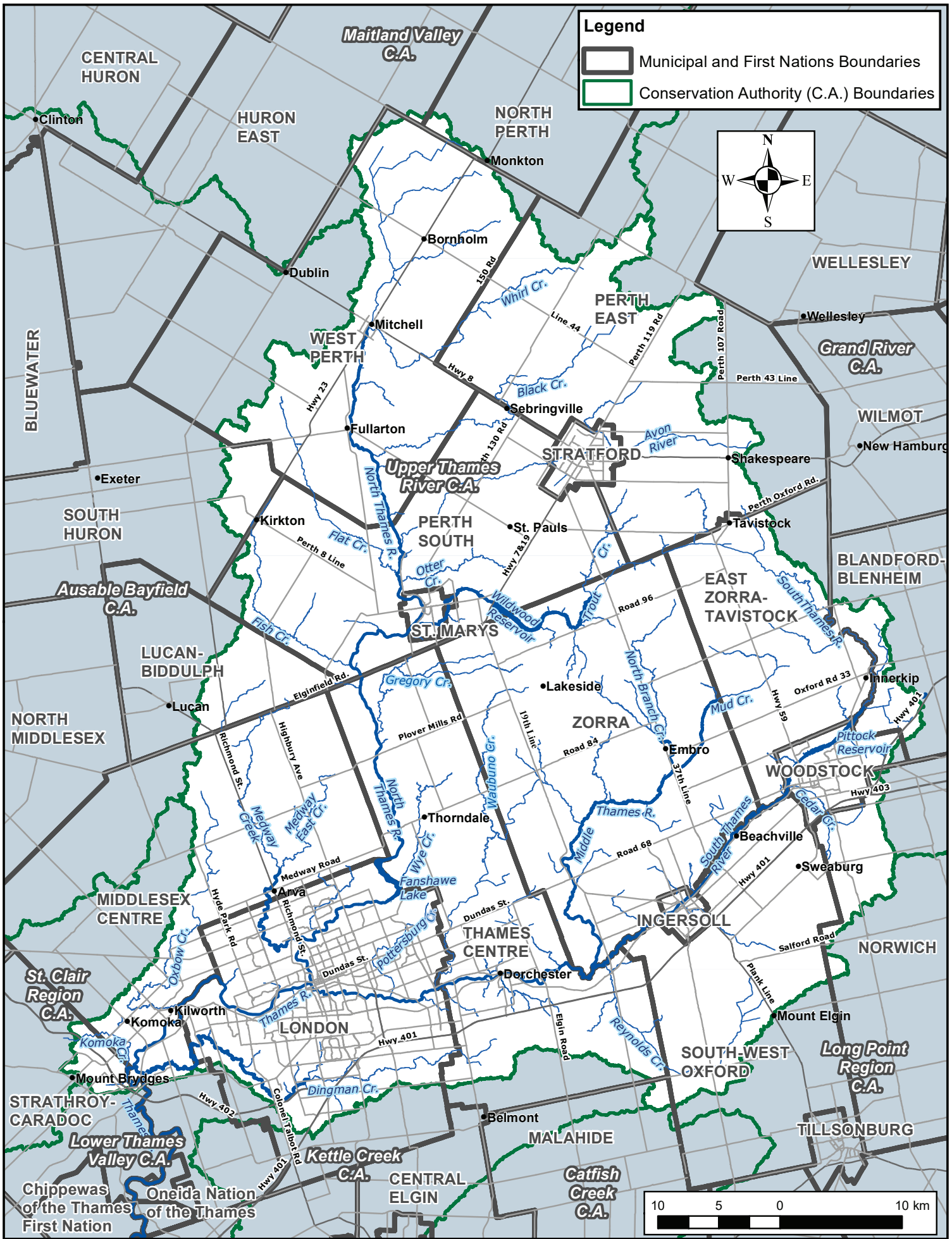
316 dams/barriers
to fish movement



236 km of cold water
streams



4.9%
of the watershed
is in wetland
cover



Our Vision: Inspiring a Healthy Environment

Our Ends

- Protecting people and property and supporting safe development,
- Making science-based decisions,
- Delivering landowner stewardship,
- Providing natural spaces and recreational opportunities, and
- Empowering communities and youth.

Environmental Targets

(UTRCA Environmental Targets Strategic Plan, June 2016)



Improve each subwatershed's water quality score by one grade, as measured by the UTRCA Watershed Report Cards, by 2037.



Establish and restore 1,500 hectares of natural vegetation cover, windbreaks, and buffers by 2037.



Reduce flood and erosion risk by updating flood models and hazard mapping for all UTRCA subwatershed by 2020, then integrating climate change scenarios into the updated models and developing climate change adaptation strategies by 2030.

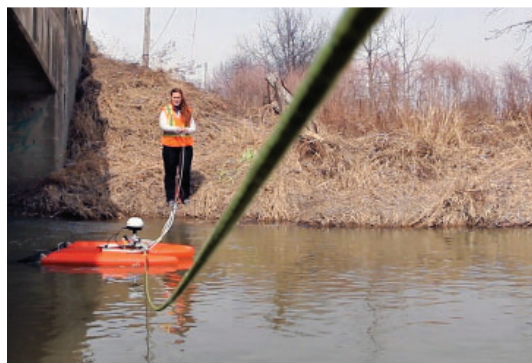
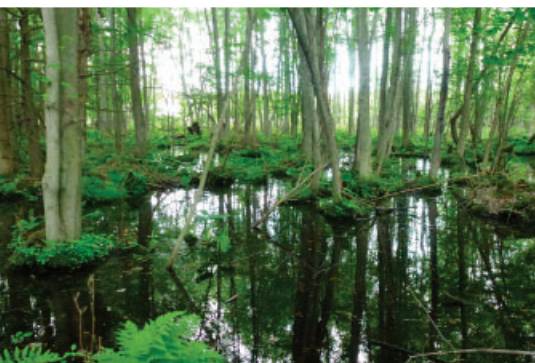


Instill conservation values by supporting outreach to one million people annually by 2037, through visits to CA owned and managed lands, as well as hands-on environmental experiences.

Conservation Authorities Act: Program Categories

The UTRCA offers a comprehensive list of programs and services that benefit the health of the watershed, protect and educate residents from and about natural hazards, and mitigate the effects of a changing climate. Ontario Regulation (O.Reg.) 686/21: Mandatory Programs and Services Regulation requires CA activities to be positioned in three categories. The tables below outline these categories and the UTRCA program areas within them.

Category	Description	Legislation	Programs and Services
1	Mandatory programs and services where municipal levy can be used without an agreement.	Programs and services described in O.Reg. 686/22	<ul style="list-style-type: none"> • Risk of natural hazards (flood forecasting and warning, flood and erosion control infrastructure, flood plain mapping, natural hazards technical studies, climate change adaptation/mitigation, low water response, S28.1 permit administration and compliance, municipal plan input and review) • Conservation and management of CA lands (S29 regulation for conservation areas, conservation lands management) • Provincial water quality monitoring program • Drinking water source protection planning (UTRCA is lead Source Protection Authority) • Watershed-based resource management strategy • General operating expenses





Category	Description	Legislation	Programs and Services
<p style="text-align: center; font-size: 2em; font-weight: bold;">2</p>	<p>Non-mandatory programs and services the CA delivers at the request of a municipality through an MOU or agreement (e.g., resource management) to support the municipality in satisfying its responsibilities or achieving a specific objective within its jurisdiction.</p>	<p>Programs and services described in Section 21.1.1 of the Conservation Authorities Act</p>	<ul style="list-style-type: none"> • City of London Environmentally Significant Areas Management • Invasive Species Management on municipal lands (St. Marys, West Perth) • Drinking water source protection risk management official/ inspector (Perth East, St. Marys, Stratford, West Perth, and municipalities within the Source Protection Region) • Additional water quality and benthic monitoring (Dingman and Greenway in London)



Category	Description	Legislation	Programs and Services
<p style="text-align: center; font-size: 2em; font-weight: bold;">3</p>	<p>Other non-mandatory programs and services a CA determines are advisable to implement in the CA's jurisdiction. These programs and services may use municipal levy when an MOU/agreement is in place. Category 3 programs and services may also be funded through other means, in which case an MOU/ agreement with the municipality is not required.</p>	<p>Programs and services as described in Section 21.1.2 of the Conservation Authorities Act</p>	<p>Agreement Proposed*</p> <ul style="list-style-type: none"> • Stewardship and restoration • Subwatershed planning and monitoring • Community outreach and education

*Note: Agreements are not required where programs and services are supported using self-generated funding. For example, campground operations and / or property lease administration will not require agreements.



The table below shows the program categories, associated revenues, and budgeted/estimated costs for 2023. The municipal levy is the most important funding received by the CA as this investment allows the UTRCA to obtain and retain staff expertise. The Authority leverages the municipal share by applying for grants from foundations, generating funds from user fees, entering into contracts, and obtaining sponsorships from the private sector. In 2023, the UTRCA is leveraging the municipal funding for Category 3 programs at a ratio of 1:8 - every municipal dollar leverages an additional eight dollars.

2023 Program Categories, Revenues, and Costs

Program Category	Provincial Transfer Payment (S39)	Provincial Contracts	Municipal	Self-Generated	Municipal Levy	2023 Program Revenues	2023 Program Costs
Category 1	2%	9%	4%	19%	67%	\$10,642,523	\$11,103,710
Category 2	0%	0%	81%	1%	18%	\$1,232,487	\$1,427,906
Category 3	0%	2%	3%	85%	10%	\$8,099,431	\$7,937,310
All Categories (including supporting services)	1%	5%	8%	44%	41%	\$19,974,441	\$20,468,926

Note: Percentages represent the current distribution of revenues for those programs deemed to fall in each category. For instance, Category 1 (mandatory programs and services where a municipal levy can be used without any agreements) is under-funded by \$461,187. To the extent that Category 1 costs are currently funded, 67% arises from municipal levies.

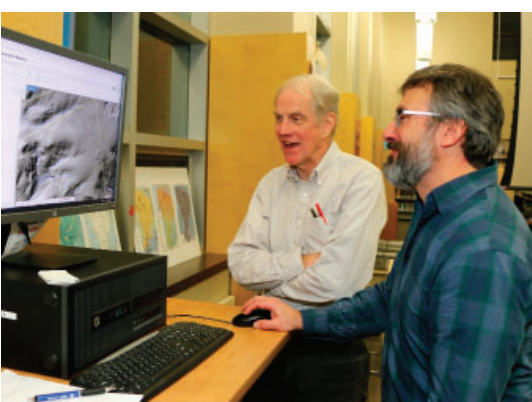
Category 3 Programs and Services requiring Municipal Financial Support through Cost Apportioning

Through subsection 21.1.2 of the Conservation Authorities Act, Conservation Authorities (CAs) are empowered to provide to municipalities the programs and services it determines are advisable to further the purposes of the Act, through an agreement. The Act defines these programs and services as Category 3.

The UTRCA provides the following Category 3 service areas to its member municipalities:

- **Stewardship and restoration,**
- **Subwatershed planning and monitoring, and**
- **Community outreach and education.**

These programs are core components of integrated watershed management that the UTRCA has provided for decades. They are funded by a variety of sources: provincial contracts and transfer payments, municipal levy, self-generated funds (user fees, donations, sponsorships, contracts), and municipal agreements.



Service Area: Stewardship and Restoration

Program Description:

- Delivering landowner stewardship services to improve soil health, water quality and quantity, and biodiversity, and offering Clean Water Program grants in partnership with municipalities. A healthy and vital Thames River will also benefit Lake St Clair and Lake Erie.



Oxford County Examples (2022):

Blandford-Blenheim:

- Planted 1,530 seedlings and 35 potted trees on private lands.
- 2 Clean Water Program projects to retire fragile land.

East-Zorra Tavistock:

- Communities for Nature projects included planting 79 trees and 350 wildflowers.
- Planted 60 hardwoods, 138 potted plants, and 900 seedlings on private lands.
- Continued work with the Forest Gene Conservation Association to grow endangered native Butternut trees on UTRCA land near Innerkip.
- Completed 4 Clean Water Program projects to retire fragile land.

Norwich:

- Planted 73 potted trees, 52 hardwoods and 60 seedlings on private lands.

South-West Oxford:

- Planted 209 potted trees, 24 hardwoods and 1,830 seedlings on private lands, and worked on 6 fragile land retirement projects.

Woodstock:

- Communities for Nature projects included 50 students and 80 community members who planted 390 trees, 30 wildflowers and 330 shrubs.
- Planted 500 seedlings and 3 potted trees on private lands.

Zorra:

- Communities for Nature projects planted 79 trees and 350 wildflowers.
- Planted 1,690 seedlings, 347 hardwood trees and 361 potted trees in 2022 on private lands.
- Implemented 12 Clean Water Program projects including 3 for fragile land retirement and 2 wetland enhancement projects.

Service Area: Subwatershed Planning and Monitoring

Program Description:

- Making science-based decisions through natural heritage subwatershed planning, ecological monitoring and reporting, species at risk programs, and water quality database management. First Nations engagement through various initiatives and projects, to further the development of a more holistic approach in watershed planning that incorporates aspects of Indigenous Traditional Knowledge and an awareness of the river's spirit, in addition to western science and management objectives.



Oxford County Examples (2022):

- Updating Oxford Natural Heritage Systems Study with recent digital aerial photography.
- Monitored aquatic health by sampling benthic invertebrates at 23 sites and fish communities at 12 sites.

Service Area: Community Outreach and Education

Program Description:

- Empowering communities and youth through outreach and education programs. Community partnerships facilitate watershed "friends of" groups, community science programs, and community events. Curriculum-based environmental education programs reach 20,000 students/year at Fanshawe and Wildwood Conservation Areas, local natural areas, school yards/in class, and virtually.



Service Area: Community Outreach and Education (cont.)

Oxford County Examples (2022):

- Park Pass program in partnership with Oxford County Library provides free access to UTRCA Conservation Areas for patrons who “check out” a pass through the library.
- During the camping season, Community Education staff offered free public events at Pittock Conservation Area.
- Oxford Children’s Water Festival family event in Woodstock attracted more than 500 local residents.
- Celebrating Natural Connections (CNC) events held with a variety of partners at Hodge’s Pond and Burgess Park attracted local residents for free activities and programs. CNC was funded in part by the Government of Canada.
- River Safety (Grade 2) program delivered to 7 classes from Zorra Highlands, AJ Baker, and Thamesford Public Schools (PS).
- Green Leaders program (Grade 7/8) involved 12 classes from Winchester, Algonquin, Laurie Hawkins, Algonquin, and Oliver Stevens PS, who worked with UTRCA staff to identify local environmental issues and implement sustainable solutions.
- Stream of Dreams stormwater education program provided to all students at Roch Carrier French Immersion PS and Central PS.
- STEM program provided to 9 Grade 5 classes, and 8 Grade 3 classes, from Central, Springbank, Eastdale, and Southside PS.
- “POP” Primary Outreach Program (Kindergarten) program delivered to 7 classes at Westfield, Winchester Street, Eastdale, Springfield, Central, Plattsville District, and Annadale PS, who are enjoying multiple visits with education staff over the course of the school year.
- Pollinator gardens were planted at Winchester Street PS and Northdale PS, and 13 classes received the pollinator presentation.
- MS Teams Live Events (virtual) were offered, including Winter for the Animals (K-3), Species at Risk (Grades 7/8), and Habitat Tour (Grades 4-6).
- Hundreds of volunteer participants and dozens of partners participated in naturalization projects at a variety of sites, including:
 - Burgess Park,
 - Hodges Pond (building 2 km trail with bridge, planting native trees and shrubs, creating wetlands),
 - Cedar Creek at the 401 (wetland creation and tree and shrub planting),
 - Beachville Thames trail corridor (planting native trees, shrubs, and pollinator plants).

Cost Apportioning Agreements

The UTRCA is prepared to enter into Cost Apportioning Agreements for Category 3 programs in three service areas:

- **Stewardship and restoration,**
- **Subwatershed planning and monitoring, and**
- **Community outreach and education.**

Cost Apportioning Agreements take effect in the 2024 budget year. O.Reg. 402/22 Budget and Apportionment specifies the process to approve the annual CA budget and municipal apportionment amounts. Cost apportionment is based on the Modified Current Value Assessment (MCVA) (see Schedule B of the Draft Cost Apportioning Agreement).

The legislation requires the agreement to include financial information. The financial information in Schedule B of the Draft Cost Apportioning Agreement is from the 2023 budget (approved February 28, 2023), for the period January 1 - December 31, 2023.

The Agreement meets the requirements of Subsection 21.1.2 of the Conservation Authorities Act. While the requirements set out in the Act are the same for all agreements across the province, local conservation authorities and municipalities have leeway on the programs included in the agreement.

The province retains the right to prescribe standards and requirements for the provision of other programs and services. Should the province enact regulations regarding the provision of services, the regulation would prevail in the event of conflict with the terms and conditions set out in the municipal agreement.

The UTRCA proposes an initial term of five years for the agreement, in order for the next term of council to have the opportunity to renew the agreement. A renewal term of four years is proposed so that each term of council is involved in the renewal process.

If a municipality does not want a service area included in the agreement, the UTRCA Board will need to determine if the service can (1) be provided with higher user fees in that municipality, (2) be provided with a reduced level of service in that municipality, or (3) not be provided at all in that municipality. A fourth option is for other municipalities to subsidize the services provided in that municipality and absorb the increased cost. This option may be to their advantage if there is a benefit to the work being done in another municipality. If multiple municipalities opt out of a service area, the UTRCA may need to examine the viability of the program.

Next Steps

The UTRCA Transition Plan identifies October 2023 as the deadline to enter into the agreements in order to start the 2024 budget process. (<https://thamesriver.on.ca/wp-content/uploads/UTRCA-2022-Transition-Plan.pdf>)

Senior staff are available to attend council meetings to present the draft Cost Apportioning Agreement and answer questions. Please contact Michelle Viglianti, Administrative Assistant, at vigliantim@thamesriver.on.ca or 519-451-2800 x 222.



Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING made the _____ day of, 20 .

B E T W E E N:

COUNTY OF OXFORD

("the Municipality")

OF THE FIRST PART

- and -

GRAND RIVER CONSERVATION AUTHORITY

("the GRCA")

OF THE SECOND PART

WHEREAS the GRCA is a conservation authority established under the Conservation Authorities Act R.S.O 1990, c.C27 ("Act") and is governed by its members appointed by participating municipalities in accordance with the Act;

AND WHEREAS a participating municipality is located wholly or in part within the area under the jurisdiction of the GRCA as shown in Schedule "A";

AND WHEREAS the Act permits the GRCA to provide non-mandatory programs and services under a memorandum of understanding or such other agreement as may be entered into with the Municipality;

AND WHEREAS a Municipality is requesting the GRCA to deliver programs and services within the GRCA's areas of expertise and jurisdiction as identified in Schedule "B";

AND WHEREAS the Municipality is authorized to enter into this Memorandum of Understanding with the GRCA for the delivery of programs and services;

AND WHEREAS the Municipality and the GRCA wish to enter into this Memorandum of Understanding to document the terms and conditions for the programs and services to be performed by the GRCA on behalf of the Municipality;

AND WHEREAS it is mutually desirable to further specify the details of programs or services if applicable, such details shall be set out in one or more separate Letter Agreements to be signed by authorized staff of each Party, from time to time, in the form as attached hereto as Schedule "C";

NOW THEREFORE the Parties hereto agree and covenant with one another as follows:

PART I – INTERPRETATION

Definitions

1. For the purposes of this Memorandum of Understanding including the preceding recitals:
 - a) "**Letter Agreement**" means a separate agreement made pursuant to this Memorandum of Understanding to be entered into by the GRCA and the Municipality in relation to certain Programs and Services setting out further details and specific requirements, including roles and responsibilities, workplans, payment amounts and terms, and timelines for deliverables;
 - b) "**Programs and Services**" means work to be provided by the GRCA on behalf of the Municipality,

and “**Program**” and “**Service**” has a corresponding meaning;

c) “**Responsible Municipal Official**” means the Municipality’s Senior Manager or Manager responsible for a particular Program and Service and includes his or her designate or successor;

2. (1) In this Memorandum of Understanding:

a) grammatical variations of any terms defined herein have similar meanings to such defined terms;

b) words in the singular include the plural and vice-versa; and every use of the words “including” or “includes” in this Memorandum of Understanding is to be construed as including, “without limitations”: or includes “without limitations”

c) the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Memorandum of Understanding or be used to explain or clarify the sections, clauses or paragraphs below which they appear.

3. The attached Schedules form part of this Memorandum of Understanding.

4. In the event of any inconsistency between any of the provisions of the main terms and conditions of this Memorandum of Understanding and any Letter Agreement or Schedules, the inconsistency will be resolved by reference to the following descending order of priority: (i) Memorandum of Understanding; (ii) the Schedule(s) to this Memorandum of Understanding; and (iii) unless otherwise expressly agreed upon in a Letter of Agreement, the applicable Letter of Agreement

PART II – GENERAL TERMS

Entire Agreement

5. This Memorandum of Understanding, including any Letter Agreements made pursuant hereto from time to time, embodies and constitutes the sole and entire agreement between the Parties, with respect to the subject matter dealt with herein and supersedes all prior agreements, understandings, and arrangements, negotiations, representations and proposals, written and oral, relating to matters dealt with herein, excepting any and all prior agreements between the parties for the provision of certain Programs and Services to the extent that such agreements do not conflict with the terms or scope of this Memorandum of Understanding.

Scope and Use

6. (1) The parties hereto agree that all Programs and Services identified in Schedule “B” are to be delivered by the GRCA to the Municipality pursuant to and in accordance with this Memorandum of Understanding and any and all Letter Agreements.

(2) Notwithstanding the foregoing, the Municipality acknowledges and agrees that all Programs and Services identified in Schedule “B” shall also be included in a Watershed-based Resource Management Strategy that the GRCA is required to develop and implement under the *Conservation Authorities Act*.

Term of Agreement

7. (1) The term of this Memorandum of Understanding shall be for a period of five (5) years commencing on the date the agreement is made (“**Initial Term**”), unless terminated earlier pursuant to the terms and conditions of this Memorandum of Understanding.

(2) Unless this Memorandum of Understanding has been terminated early in accordance with the terms or conditions of this Memorandum of Understanding, the Memorandum of Understanding shall be automatically renewed for a further five (5) year terms (“**Extension Term**”), on the same terms and

conditions contained herein.

(3) Notwithstanding the foregoing, in the event that one or more Letter Agreements is ongoing at the time of termination or expiration, then the rights, obligations, liabilities and remedies of the Parties with respect to such Letter Agreement shall continue to be governed by the terms and conditions of this Memorandum of Understanding until the date of expiration of the Letter Agreement.

Review of Memorandum of Understanding at Regular Intervals

8. (1) This Memorandum of Understanding and Letter Agreement shall be reviewed by the Parties on an annual basis.

(2) It shall be the GRCA's responsibility to initiate the annual review with the Municipality.

Memorandum of Understanding Available to the Public

9. This Memorandum of Understanding shall be published on the GRCA's website as required under *Ontario Regulation 400/22*.

Communications Protocol

10. As applicable, the Parties shall establish a communications protocol in respect of the Programs and Services governed by this Memorandum of Understanding.

Service Delivery Standards

11. Each Letter Agreement will set out service delivery standards that the GRCA is required to meet.

Municipality Responsibility to Consult on Budget Changes

12. The Municipality shall consult with the GRCA 180 days, or as soon as reasonably possible, in advance of a proposed change to approved budgets related to this Memorandum of Understanding.

GRCA to Notify Municipality on Terminations

13. The GRCA shall notify the Municipality within 30 days, or as soon as reasonably possible, in the event of the expiry or earlier termination of this same Memorandum of Understanding with any other municipality or municipalities.

Records

14. (1) The GRCA shall prepare and maintain, in accordance with accepted accounting practices, proper and accurate books, records, and documents respecting Programs and Services provided under this Memorandum of Understanding and any Letter Agreement.

(2) The GRCA shall make such books, records, and documents available for inspection by the Municipality at all reasonable times.

Fees and Payment

15. (1) The amount of total annual fees effective January 1, 2024, is as set out in the Letter Agreement.

(2) An increase will be applied to the total fees effective January 1 each calendar year and will be the same percentage as the GRCA's overall combined Category 1 and General operating expenses and capital costs increase, net of any applicable funding reductions.

(3) The fees apportioned to the Municipality will be calculated annually using the Modified Current Value Assessment (MCVA) apportionment method, which shall be based on the ratio that the Municipality's MCVA bears to the total MCVA for all municipalities which have also entered into Letters of Understanding for programs and services listed in Schedule "B". MCVA information is provided to the GRCA annually by the provincial ministry that administers the Conservation Authorities Act. The amount of the fees apportioned to the Municipality shall be provided annually at least 30 days before the General Membership meeting at which the apportionment is approved in accordance with *O.Reg.402/22 Budget and Apportionment*.

(4) In addition to the foregoing cost structure for Programs and Services provided in the Letter Agreement, the GRCA may charge a user fee to third parties in the delivery of any Programs and Services listed, as appropriate and upon prior notification to the Municipality.

(5) The GRCA will seek additional funding opportunities, where feasible and applicable, to reduce the total annual fees for Programs and Services, which may reduce the amount apportioned to participating municipalities.

Insurance

16. (1) The GRCA shall obtain, maintain, and provide to the Municipality, Certificates of Insurance of the following insurance policies issued by an insurance company licensed to write in the Province of Ontario, and shall ensure that the following insurance policies are maintained and kept in force at all times during the term of this Memorandum of Understanding, unless otherwise set out in the Letter Agreement:

(a) Commercial General Liability Insurance as follows:

- (i) is in the amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence;
- (ii) adds the Municipality, its boards, agencies, commissions, and subsidiary operations, as applicable, as additional insured(s) but only with respect to liability arising out of the operations of the GRCA in the provision of Programs and Services under this Memorandum of Understanding;
- (iii) has provisions for cross-liability and severability of interests, blanket form contractual liability, owners' and contractors' protective liability, broad form property damage, products and completed operations, non-owned automobile liability, and any other provision relevant as detailed in the Letter Agreement or this Memorandum of Understanding.

(2) All policies of insurance required to be provided pursuant to this section shall contain or be subject to the following terms and conditions:

- (a) each Certificate shall contain a provision requiring the insurers to notify the Municipality in writing at least thirty (30) days before any cancellation of the insurance required under this clause;
- (b) the parties agree that insurance policies may be subject to deductible amounts, which deductible amounts shall be borne by the GRCA;
- (c) before the expiry of the policies of insurance, original signed certificates evidencing renewal will be provided to the Municipality upon request.

Notice

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

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

County of Oxford
21 Reeve Street, PO Box 1614
Woodstock ON N4S 7Y3

Attention:
Email:

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

Grand River Conservation Authority
400 Clyde Road, PO Box 729
Cambridge ON N1R 5W6

Attention: Samantha Lawson, Chief Administrative Officer
Email. slawson@grandriver.ca

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

Force Majeure

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

Governing Law

19. This Memorandum of Understanding and any Letter Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be treated in all respects as an Ontario contract.

Approvals in Writing

20. Any approval or consent required of the Municipality under a Letter Agreement may be given by the Responsible Municipal Official or any person specifically authorized by them in writing to do so.

No Agency

21. Nothing herein contained shall make, or be construed to make the Municipality or the GRCA a partner of one another nor shall this Memorandum of Understanding or a Letter Agreement be construed to create a partnership, joint venture, principal-agent relationship or employment relationship in any way or for any purpose whatsoever between the Municipality or the GRCA or between the Municipality, the GRCA and a third party. Nothing in this Memorandum of Understanding or any Letter Agreement is to be construed as authorizing one of the GRCA or the Municipality to contract for or to incur any obligation on

behalf of the other of them or to act as agent for the other of them. Any reference herein this section to Municipality shall include its boards, agencies, commissions, and subsidiary operations.

Invalidity of any Provision

22. If any provision of this Memorandum of Understanding, or any Letter Agreement is invalid, unenforceable or unlawful, such provision shall be deemed to be deleted from this Memorandum of Understanding and all other provisions of this Memorandum of Understanding shall remain in full force and effect and shall be binding in all respects between the parties hereto.

Dispute Resolution

23. In the event of any dispute that arises in respect of the implementation of this Memorandum of Understanding or any Letter Agreement, the Parties will endeavour to resolve the matter through negotiation without the use of formal mediation or adjudication.

Further Assurances

24. The Parties agree to execute and deliver to each other such further written documents and assurances from time to time as may be reasonably necessary to give full effect to the provisions of this Memorandum of Understanding.

Amendments

25. This Memorandum of Understanding cannot be altered, amended, changed, modified, or abandoned, in whole or in part, except by written agreement executed by the parties, and no subsequent oral agreement shall have any validity whatsoever.

Early Termination

26. This Memorandum of Understanding shall terminate automatically upon either party providing the other party with prior written notice of their intention to terminate this Memorandum of Understanding given no less than one-hundred and eighty (180) days and no more than three hundred (300) days prior to the end of any calendar year during the Initial Term or Extension Term. Upon such written notice of intention to terminate this Memorandum of Understanding being given in any calendar year during the Initial Term or Extension Term, the date that is the last date of such calendar year or such date as may be otherwise agreed to by all parties in writing, shall be the "Termination Date". In the event this Memorandum of Understanding is terminated, any operating expenses and costs incurred by the GRCA for providing services to the Municipality shall be paid by the Municipality up to and including the Termination Date.

Enurement

27. This Memorandum of Understanding shall enure to the benefit and be binding upon the parties hereto and their successors and assigns permitted hereunder.

Execution

28. This Memorandum of Understanding may be executed in counterparts in writing or by electronic signature and delivered by mail, facsimile or other electronic means, including in Portable Document Format (PDF), no one copy of which need be executed by all of the parties, and all such counterparts together shall constitute one agreement and shall be a valid and binding agreement among the parties hereto as of the date first above written.

29. **IN WITNESS WHEREOF** the Municipality and the GRCA have signed this Memorandum of Understanding.

MUNICIPALITY:

Name
Position

Name
Position

I / We have authority to bind the Municipality.

GRAND RIVER CONSERVATION AUTHORITY

Samantha Lawson
Chief Administrative Officer

I have authority to bind the GRCA.

LIST OF SCHEDULES

Schedule "A": Map of GRCA jurisdiction
Schedule "B": Program and Service Areas
Schedule "C"- Letter Agreement(s)

Schedule "A": Map of GRCA jurisdiction

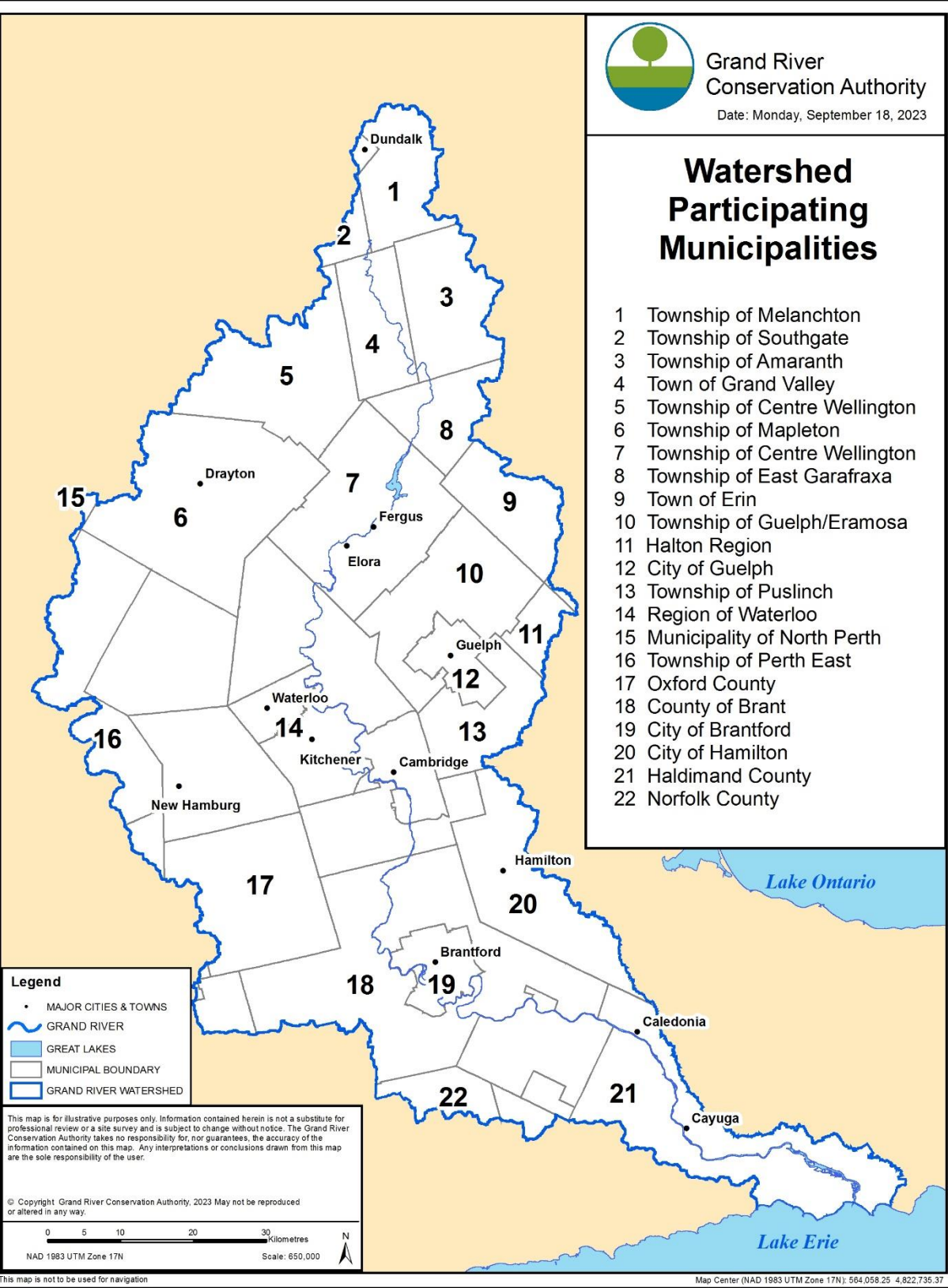


Grand River
Conservation Authority

Date: Monday, September 18, 2023

Watershed Participating Municipalities

- 1 Township of Melancton
- 2 Township of Southgate
- 3 Township of Amaranth
- 4 Town of Grand Valley
- 5 Township of Centre Wellington
- 6 Township of Mapleton
- 7 Township of Centre Wellington
- 8 Township of East Garafraxa
- 9 Town of Erin
- 10 Township of Guelph/Eramosa
- 11 Halton Region
- 12 City of Guelph
- 13 Township of Puslinch
- 14 Region of Waterloo
- 15 Municipality of North Perth
- 16 Township of Perth East
- 17 Oxford County
- 18 County of Brant
- 19 City of Brantford
- 20 City of Hamilton
- 21 Haldimand County
- 22 Norfolk County



Schedule “B”: GRCA Programs and Services

The following provides a high-level summary for each of the Category 2 Programs and Services. Category 2 Program and Services are defined as non-mandatory programs and services under the *Conservation Authorities Act* that are provided at the request of the participating municipalities within the jurisdiction and expertise of the GRCA.

1. Sub-watershed Services

- Identify and recommend where subwatershed or watershed studies are needed
- Review and provide input to subwatershed studies or other regional-scale technical studies
- Undertake subwatershed monitoring to support municipal studies, including surface water and groundwater quality, equipment set-up and maintenance, fish and other aquatic community surveys
- Networking with conservation and environmental management agencies and organizations, and advocating on a watershed basis

2. Conservation Services

- Deliver municipal and partnership cost-share programs to support private land stewardship action
- Facilitate private land, municipal and community partner tree planting
- Coordinate education and outreach activities to promote actions to improve water quality and watershed health

3. Water Quality Programs

- Wastewater optimization
 - Support optimization of wastewater treatment plant operations through:
 - Knowledge sharing workshops
 - Hands-on training
 - Technical advice
 - Delivering a recognition program
 - Provide technical support for municipal assimilative capacity studies, EAs, master plans for water and wastewater services
 - Engage the provincial and federal governments to develop programs to reduce nutrient loads in rivers and streams, and ultimately Lake Erie
- Surface water quality monitoring, modelling, analysis and reporting
 - Operate and maintain continuous water quality stations
 - Maintain a water quality database
 - Develop and maintain a water quality model
 - Report on water quality and river health
 - Analyze and report on groundwater quality

4. Watershed Sciences & Collaborative Planning

- Watershed and landscape scale science and reporting:
 - Surface water and groundwater quality
 - Water use and supply
 - Natural heritage (terrestrial & aquatic), hydrologic functions
- Support cross-disciplinary integration and inform municipal watershed planning and water, wastewater, and stormwater master planning
- Foster cross-municipal resource management
 - Grand River Water Management Plan
 - Water Managers Working Group
- Liaise with provincial, federal agencies, NGOs

Schedule "C" Letter Agreements

LETTER AGREEMENT



Administration Centre: 400 Clyde Road, P.O. Box 729 Cambridge, ON N1R 5W6

Phone: 519-621-2761 Toll free: 1-866-900-4722 Fax: 519-621-4844 www.grandriver.ca

September 29, 2023

County of Oxford
21 Reeve Street, PO Box 1614
Woodstock ON N4S 7Y3

BY EMAIL: Municipal Clerk, CAO/General Manager
csenior@oxfordcounty.ca; baddley@oxfordcounty.ca

RE: PROGRAMS AND SERVICES UNDER THE MEMORANDUM OF UNDERSTANDING DATED
THE _____ DAY OF _____, 2023

WHEREAS the Municipality and the GRCA entered into a memorandum of understanding on the ____ day of _____, 2023 (the "**Memorandum of Understanding**"), in regard to the provision of non-mandatory Programs and Services by the GRCA to the Municipality within the GRCA jurisdiction described in such Memorandum of Understanding;

AND WHEREAS the Memorandum of Understanding contemplates that a separate "Letter Agreement" or Letter Agreements are to be entered into by the Municipality and the GRCA under the Memorandum of Understanding in relation to certain Programs and Services as defined in the Memorandum of Understanding, setting out further details and specific requirements thereof;

NOW THEREFORE this letter sets out further details and specific requirements of certain Programs and Services to be provided under the Memorandum of Understanding by the GRCA to the Municipality, and shall be determined to be a "Letter Agreement" under the Memorandum of Understanding.

Programs and Services Terms and Provisions:

1.0 Term

The term of this Letter Agreement shall be for a period commencing on January 1, 2024, and terminating on the last day of the calendar year in which the Memorandum of Understanding expires or is otherwise terminated, unless otherwise agreed upon in writing by the GRCA and the Municipality.

2.0 Communication

2.1 The GRCA shall assign the Chief Administrative Officer as the primary contact for this agreement and they will have overall responsibility for the administration of the Memorandum of Understanding and Letter Agreement.

2.2 The GRCA shall assign the Manager of Water Resources as the contact for programs and services under this Agreement related to Conservation Services, Water Quality, and Watershed Sciences and Collaborating Planning, and the Manager of Engineering and Planning Services as the contact for programs and services under this Agreement related to Sub-watershed Services. The Managers shall be responsible for all day-to-day contacts; reporting, deliverables, and metrics; and to respond to any requests or inquiries about the GRCA's delivery of the programs and services under this Agreement.

3.0 Payment Amount and Terms

3.1 The fee apportioned to, and to be paid by the Municipality to the GRCA, for the calendar year 2024, in Canadian funds, is the sum of \$8,106.00. This amount is conditional on all participating municipalities in the GRCA watershed entering into a Memorandum of Understanding with the GRCA for the delivery of non-mandatory programs and services.

3.2 The fee to be apportioned to and paid by the Municipality for future calendar years may be increased in accordance with the Fees and Payment section of the Memorandum of Understanding. Such increase shall be subject to approval by the General Membership of the GRCA, and the apportionment shall be determined in part on the continued participation in future calendar years of municipalities in the GRCA watershed under a Memorandum of Understanding with the GRCA for the delivery of such non-mandatory programs and services..

3.3 An annual notice to pay shall be sent to the Municipalities following the GRCA's budget approval, and payment for the annual fees shall be made in three equal installments, due March 31, June 30, and September 30 of each calendar year.

3.4 The Category 2 Programs and Services Cost schedule based on the draft 2024 budget is as follows:

Programs & Services	Cost	Offsetting Funding	NET COST	Description of Funding
Sub-watershed Services	\$364,000	\$(130,000)	\$234,000	Municipal Funding
Conservation Services	\$1,348,000	\$(800,000)	\$548,000	Municipal Funding
Water Quality	\$157,000	\$(10,000)	\$147,000	Summer Student Grants
Water Quality - Wastewater Optimization Program	\$210,500	\$(130,000)	\$80,500	Provincial Grant
Water Quality - Groundwater Resources	\$8,500	\$-	\$8,500	
Watershed Sciences & Collaborative Planning*				
TOTAL	\$ 2,088,000	\$ (1,070,000)	\$ 1,018,000	

* Costs related to this activity integrated in the above listed programs and services.

4.0 Reporting, Deliverables, and Metrics

4.1 A schedule of metrics and deliverables for the programs and services is attached as Appendix 1 to this Letter Agreement. Beginning in 2025, where applicable, by March 15 of each year of this agreement, the GRCA shall contact the Municipality to set a meeting to conduct the annual review of the Memorandum of Understanding, this Letter Agreement, and to provide an annual report to the Municipality outlining the metrics for the previous calendar year. Where the metrics are available upon request, the GRCA will respond to the request for metrics within 30 days of the request.

General Provisions:

5.0 The provisions of the Memorandum of Understanding from Sections 14 (Records) to and including 23 (Dispute Resolution), as well as those set out in Schedule "B" thereto, shall apply, *mutatis mutandis*, to this Letter Agreement, and this Letter Agreement shall be read together with such provisions of the Memorandum of Understanding.

6.0 Any capitalized word or term not otherwise defined herein shall have the meaning given thereto in the Memorandum of Understanding.

7.0 This Letter Agreement cannot be altered, amended, changed, modified, or abandoned, in whole or in part, except by written agreement executed by the parties, and no subsequent oral agreement shall have any validity whatsoever.

8.0 This Letter Agreement and the Memorandum of Understanding, together with any other Letter Agreements made pursuant to the Memorandum of Agreement from time to time, together embody and constitute the sole and entire agreement between the parties, with respect to the subject matter dealt with herein and supersedes all prior agreements, understandings, and arrangements, negotiations, representations and proposals, written and oral, relating to matters dealt with herein, excepting any and all prior agreements between the parties for the provision of certain Programs and Services to the extent that such agreements do not conflict with the terms or scope of this Memorandum of Understanding

9.0 This Letter Agreement shall enure to the benefit and be binding upon the parties hereto and their successors and assigns permitted hereunder.

10.0 This Letter Agreement may be executed in counterparts in writing or by electronic signature and delivered by mail, facsimile or other electronic means, including in Portable Document Format (PDF), no one copy of which need be executed by all of the parties, and all such counterparts together shall constitute one agreement and shall be a valid and binding agreement among the parties hereto as of the date first above written.

GRAND RIVER CONSERVATION AUTHORITY

Per: _____
Samantha Lawson
Chief Administrative Officer

I have authority to bind the corporation.

IN WITNESS WHEREOF the Municipality consents and agrees to the foregoing.

AGREED AND ACKNOWLEDGED THIS _____ DAY OF _____, 20____.

[NAME AND ADDRESS OF MUNICIPALITY]

Per: _____
Name:
Position:

Per: _____
Name:
Position:

I/We have authority to bind the corporation.

APPENDIX 1 – Category 2 Programs and Services Deliverables and Metrics

Programs and Services Description	Deliverables	Metrics
<p>Sub-watershed Services – Deliver a subwatershed planning program and provide technical support for municipal stream monitoring and (sub)watershed planning*</p>	Identify and recommend (sub)watershed or other regional-scale technical study priorities	Provide a table of recommendations annually
	Upon request and in watershed priority sequences, provide technical advice on terms of reference, scoping, methods for (sub)watershed studies.	Identify studies where support has been provided within the watershed annually
	Seek additional partner funding to undertake subwatershed/regional studies	Identify the number of applications, specifics, success and financial information annually.
	Review and provide input to watershed, regional and local scale subwatershed studies. <ul style="list-style-type: none"> • Participate on steering committees, working groups • Scope of technical review in compliance with O.Reg 596/22 - Prescribed Acts 	Number of requests and reviews undertaken
	Provide technical support and advice on municipal stream monitoring.	Number of plans reviewed and location within watershed.
	Serve as digital custodian for previously completed subwatershed studies (listed on GRCA website) Respond to requests for digital copies of previously completed subwatershed studies from consultants and the public.	Upon request
<p>* Undertake subwatershed monitoring for watershed and regional scale subwatershed studies where services are cost-shared between the municipalities and the GRCA under separate agreements. May undertake monitoring for local scale subwatershed studies where 100% funding provided by municipality under separate agreement.</p>		
<p>Conservation Services - Deliver municipal and partnership cost-share programs to support private land stewardship action to improve and protect water quality and watershed health</p>	Provide information and resources to landowners related to stewardship action including agricultural best practices, private water well maintenance, tree planting and naturalization projects.	Number of program participants, number of landowner inquiries
	Engage watershed residents in stewardship action through promotion of cost-share opportunities	Number of residents engaged through program promotion

Programs and Services Description	Deliverables	Metrics
	Conduct site visits to assist landowners with planning stewardship projects and submitting applications to GRCA delivered cost-share programs	Number of site visits
	Administer and deliver municipally funded rural water quality programs (RWQP) as requested by watershed municipalities	Projects completed (number, type) Project investment by funding source Total grant, kg Phosphorus retained - reported by program and by municipality
	<p>Seek additional partner funding to enhance cost share programs GRCA offers to watershed landowners (ie. offering funds in municipalities without a RWQP or enhancing cost-share funding opportunities in areas where municipal RWQPs exist).</p> <p>Examples of non-municipal grant funds delivered in 2023 to support private land stewardship in all watershed municipalities:</p> <ul style="list-style-type: none"> • Habitat Stewardship Program for Aquatic SAR • ECCC Nature Smart Climate Solutions • OMAFRA profit mapping • Forests Ontario 50 Million Tree Program 	Projects completed (number, type) project investment by funding source, total grant, kg Phosphorus retained.
Conservation Services – Facilitate private land, municipal and community partner tree planting	Conduct field surveys and site assessments to develop tree planting plans for rural landowners and community groups (for projects that meet minimum property and project size requirements)	Number of landowners engaged, number of planting plans developed, number of projects completed, number of trees planted, planting area, km of windbreak, km of riparian buffer
	Provide technical assistance to tree planting clients to ensure successful completion of projects.	Number of landowners, projects and trees planted by landowners (plant your own projects) with Forestry Specialist support
	Support rural landowners to develop suitable applications to cost share programs	Summary of project investment by funding source

Programs and Services Description	Deliverables	Metrics
	Secure tree stock and manage contracted planting services for landowners	Number of trees, projects, grant and investment in projects planted through GRCA planting program
	Serve as technical resource to landowners and community tree planting organizations	Number of community partner organizations supported; hours contributed
	Support community partner and municipality hosted outreach events as capacity permits	Number of community partners, number of residents engaged/event participants, number of events, number of trees planted, total area planted, volunteer hours contributed
Conservation Services – Coordinate education and outreach activities to promote actions to improve water quality and watershed health	Engage watershed residents through development and delivery of outreach events (tours, workshops, webinars) and participation in partner, community, and municipal events and meetings; as capacity and opportunities exist	Number of partners, events, event participants.
	Develop promotional materials (print, website, social media) to promote stewardship action and recruit participants to GRCA Conservation Services Programs.	
Water Quality – Deliver the Watershed-wide Wastewater Optimization Program (WWOP) to support municipal wastewater management and improve and protect water quality and watershed health <ul style="list-style-type: none"> • Support optimization of wastewater treatment plant (WWTP) operations through: knowledge sharing workshops, hands-on training, technical advice, and a recognition program • Provide technical support for municipal assimilative capacity studies and master plans for water and wastewater services 	Collect data from municipalities, analyze, and produce an annual report on WWTP performance across the watershed.	# of municipalities participating in annual reporting Annual report posted online
	Host annual workshop for information sharing and networking among municipal wastewater practitioners	# of participants Workshop summary
	Provide technical support and training workshops for operators, supervisors, and managers to implement optimization techniques at individual WWTPs	# of training, technical support events # of participants
	Deliver annual recognition program to acknowledge WWTPs that participate in WWOP activities and produce a very high-quality effluent	Awards presented
	Support municipal assimilative capacity studies and master plans for water and wastewater	Studies are carried out by each municipality, as needed and GRCA staff

Programs and Services Description	Deliverables	Metrics
<ul style="list-style-type: none"> Engage the provincial and federal governments to develop programs to reduce nutrient loads in rivers and streams, and ultimately Lake Erie 	<ul style="list-style-type: none"> Upon request, facilitate initial scoping, act as liaison with MECP, provide technical/methodological advice, provide stream data, provide watershed context, participation in steering committees (but not provide comments on EAs) 	participate at the request of the municipality
Water Quality – Surface water quality monitoring, modelling, analysis, and reporting <ul style="list-style-type: none"> Operate and maintain continuous water quality stations Maintain a water quality database Develop and maintain a water quality model Report on water quality and river health 	Operate and maintain 9 continuous water quality monitoring stations	Continued operation of 9 stations
	Maintain a water quality database for continuous water quality data and grab sample data from GRCA, municipal and provincial water quality sampling programs within the watershed	Continued maintenance of the database
	Develop and maintain the Grand River Simulation Model (GRSM) for use in municipal assimilative capacity studies or for broader watershed planning purposes	GRSM is available for any municipal studies, upon request and GRCA staff will provide support for model application in assimilative capacity studies
	Analyze and report on surface water quality	Reports on water quality are produced cyclically or as needed (e.g., reports to Board, watershed report cards, technical updates to Water Management Plan)
Water Quality – Groundwater analysis and reporting	Analyze and report on groundwater quality	Reports on water quality are produced cyclically or as needed (e.g., reports to Board, watershed report cards, technical updates to Water Management Plan)
Watershed Sciences and Collaborative Planning - Undertake watershed, regional, and landscape scale science and reporting: <ul style="list-style-type: none"> Inter-disciplinary analysis and reporting on watershed health (surface water, groundwater, forests, wetlands) 	Analysis and reporting on watershed conditions	Periodic reporting via Watershed Report Cards (e.g., 2023), Water Management Plan (e.g., State of Water Resources, 2020), technical reports, and reports to Authority board

Programs and Services Description	Deliverables	Metrics
<ul style="list-style-type: none"> • Collaborative work on the hydrologic functions of natural features • Other watershed-scale science (e.g., fisheries) 	Engagement of municipal, provincial, federal, non-governmental, academic and other stakeholders	As below for Water Managers Working Group and via other committees and meetings
<p>Watershed Sciences and Collaborative Planning - Facilitating cross-municipal and inter-agency water resource management:</p> <ul style="list-style-type: none"> • Support cross-disciplinary integration and inform municipal watershed planning and water, wastewater, and stormwater master planning • Liaise with First Nations, municipal, and provincial and federal agencies 	Advance implementation of the collaborative, voluntary Grand River Watershed Water Management Plan. The Plan's objectives are to: <ul style="list-style-type: none"> • Ensure sustainable water supplies for communities, economies and ecosystems • Improve water quality to improve river health and reduce the river's impact on Lake Erie • Reduce flood damage potential • Build resilience to deal with climate change 	Implementation tracking/reporting (scope TBD)
	Update the Water Management Plan and Integrated Action Plan as needed	Scope/timing TBD
	Chair the Water Managers Working Group with representation from watershed municipalities, First Nations, and provincial and federal agencies	Terms of Reference 2-4 meetings/workshops per year
	Provide input to municipal watershed planning – local, regional, and watershed conditions and issues identification	Upon request

Gordon Hough

From: Samantha Lawson <slawson@grandriver.ca>
Sent: October 16, 2023 10:06 AM
To: Gordon Hough
Subject: RE: For signing - MOU for Category 2 Programs & Services under O.Reg 687/21
Attachments: Oxford Stewardship Project Summary 2018 to 2023.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Hi Gordon,

Here's a summary of Category 2 program support to Oxford County in recent years.

- Wastewater Optimization Program (WWOP) – Oxford County has been a strong supporter and active participant in the WWOP since 2010. Oxford County provides data for annual reporting and has benefited from hands-on training and technical assistance provided by WWOP staff to improve WWTP operations. The Plattsville WWTP in Oxford County received a silver recognition award through the WWOP in 2017 and 2020.
- Water quality program – there is 1 Provincial Water Quality Monitoring Network (PWQMN) monitoring site in Oxford County. Although monitoring at that site is a Category 1 program, analyzing and reporting on the data is a Category 2 service that helps us understand local and watershed conditions.
- Conservation Services program
 - GRCA delivers the Oxford Clean Water Program (RWQP) on behalf of Oxford County.
 - GRCA seeks out additional funding to deliver to landowners in Oxford County within the Grand River Watershed. Recent funding was secured by GRCA from the Fisheries and Oceans Canada Habitat Stewardship Program for Aquatic Species at Risk, ECCC Nature Smart Climate Solutions Fund and the Forests Ontario 50 Million Tree Program.
 - In the past 5 years, GRCA delivered \$115,000 in cost share funding (\$7,200 from the Oxford Clean Water Program) to support the completion of 56 projects in Oxford County (summary attached). Landowners contributed in-kind labour, cash and materials for a total project investment of \$258,000.
 - Project highlights 2018-2023:
 - 56 projects completed
 - \$115,200 in cost share funding (total project investment \$258,000)
 - 27 tree planting projects resulted in the establishment of 5 km of windbreak, 5 km of riparian buffer and 17 hectares of marginal farmland retired from production and planted. A total of 32,000 trees were planted.
 - 5 fencing projects to prevent livestock access to watercourses
 - 7 well decommission projects to protect groundwater
 - 17 projects to help prevent sediment and nutrient loss from cropland (cover crops, erosion control structures, wetland creation)
- Subwatershed planning program – providing input to the County's 2024 Water and Wastewater Master Plan and Bridge 24 Rehab EA; opportunities exist for GRCA to provide support/input for municipal drain classification (subject to funding availability from DFO; county has about 20 unrated municipal drains), input to development of monitoring plans for consolidated linear infrastructure approvals

Please let me know if you need anything else.

Cheers,
Sam

Samantha Lawson, MCIP RPP
Chief Administrative Officer
Grand River Conservation Authority