



SOUTH NATION
CONSERVATION
DE LA NATION SUD

38 rue Victoria Street, Finch, ON K0C 1K0 Tel: 613-984-2948 Fax: 613-984-2872 Toll Free: 1-877-984-2948 www.nation.on.ca

Board of Directors

Meeting Agenda

Date: May 19th, 2022

Time: 9:00 am

Location: Watershed Room, SNC

Address: 38 Victoria Street, Finch, ON K0C 1K0



Board of Directors

Meeting Agenda

May 19th, 2022 at 9:00 am

1. Traditional Land Acknowledgement: Ronda
 2. Chair's Remarks
 3. Approval of SNC Board of Directors Agenda (Supplemental Agenda)
 4. Declaration of Conflict of Interest
 5. SNC Project Update – PowerPoint Presentation: Staff
 6. Request for Approval:
 - a. Board of Directors Annual General Meeting Minutes of April 21st, 2022 4-13
 7. New Business:
 - a. Request for Approval: Disconnect from Work Policy: Eric 14-19
 - b. Request for Approval: Sewage System Management Agreement: Township of Augusta: Angela 20-35
 - c. Request for Approval: Water and Erosion Infrastructure Projects: Sandra 36-61
 - d. Request for Approval: 2022 SNC Emergency Preparedness Plans: Sandra 62
 - e. Request for Approval: 2022 SNC Insurance: Carl 63
 - f. Request for Approval: Provincial Offences Officer Appointment: Alison 64
 - g. Request for Approval: Permits Issued: Alison 65-66
 - h. Update: *Conservation Authority's Act*: Phase 2 Regulations and Policy: Eric 67-74
 - i. Update: Planning Technical Reviews: Alison 75-76
 - j. Update: Planning Activity: James 77-80
 - k. Update: On-site Sewage Permits Issued: James 81-82
 8. Financial Reports
 - a. Request for Approval: Monies Received and Disbursement Register for April 2022: Carl 83-87
 - b. Request for Approval: Disbursements for 2022 Partnership Programs: Ronda 88-90
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- c. Request for Approval: Vehicle Purchase: Carl 91-92
- d. Request for Approval: Purchase of Trees and Shrubs: Michelle 93
- 9. Supplemental Agenda
 - a. Update: Estimated Statement of Operations for April 30th, 2022: Linda
- 10. Correspondence
 - a.
- 11. Dates of Upcoming Meetings
 - Third Thursday, at 9:00 a.m. unless indicated otherwise:
 - June 16th, 2022
 - July 2022 – no scheduled meeting
 - August 18th, 2022
 - September 15th, 2022
- 12. Future Motions of the Board and/or Discussion of SNC Issues
- 13. Closed Session
 - a. Request for Approval: Land Acquisitions: Pat 94-96
- 14. Adjournment

Angela Coleman,
General Manager/Secretary-Treasurer.

/rb



BOARD OF DIRECTORS ANNUAL GENERAL MEETING

Meeting No. 04/22

Thursday, April 21st, 2022 - 9:00 a.m.

Watershed Room, SNC



Directors Present:

Pierre Leroux, Prescott Russell, Chair
Steve Densham, Stormont Dundas Glengarry, Vice Chair
George Darouze, City of Ottawa, Past Chair
Dana Farcasiu, Leeds Grenville
Allan Hubley, City of Ottawa
Gerrie Kautz, City of Ottawa
Catherine Kitts, City of Ottawa (*electronic participation*)
Archie Mellan, Stormont Dundas Glengarry
Bill Smirle, Stormont Dundas Glengarry

Regrets:

John Hunter, Leeds Grenville
Mario Zanth, Prescott Russell
François St. Amour, Prescott Russell

Staff Present:

Angela Coleman, General Manager/Secretary-Treasurer
Carl Bickerdike, Team Lead, Corporate Services
Ronda Boutz, Team Lead, Special Projects
Shannon Gutoskie, Communications Specialist
Linda Hutchinson, Director, Organization Effectiveness
Sandra Mancini, Team Lead, Engineering
Alison McDonald, Team Lead, Approvals
Eric McGill, Corporate Counsel
John Mesman, Team Lead, Community Lands and Outreach
Pat Piitz, Team Lead, Property

Guests:

Scott Hodgson, Baker Tilly, REO LLP
Rachel Putnins, City of Ottawa



TRADITIONAL LAND ACKNOWLEDGEMENT

Ronda Boutz, Team Lead, Special Projects, read an Indigenous land acknowledgement.

CHAIRS REMARKS

George Darouze, Chair, called the SNC Board of Directors Annual General Meeting of April 21st, 2022 to order at 9:00 a.m.

APPROVAL OF SNC BOARD OF DIRECTORS MAIN AND SUPPLEMENTAL AGENDAS

RESOLUTION NO. BD-060/22

Moved by: Bill Smirle
Seconded by: Pierre Leroux

RESOLVED THAT:

The Members approve the April 21st, 2022
Board of Directors Annual General Meeting main
and supplemental agendas as submitted.

CARRIED

DECLARATION OF CONFLICT OF INTEREST

There were no Declarations of Conflict of Interest.

SNC 75th Anniversary – POWERPOINT PRESENTATION

Staff presented a “Celebrating 75 Years of Conservation – Living Natural Legacy” slideshow.

REQUEST FOR APPROVAL:

A. BOARD OF DIRECTORS MEETING MINUTES MARCH 17TH, 2022

RESOLUTION NO. BD-061/22

Moved by: Steve Densham
Seconded by: Gerrie Kautz

RESOLVED THAT:

The Members approve the Board of Directors
meeting minutes of March 17th, 2022 as
submitted.

CARRIED



NEW BUSINESS

REQUEST FOR APPROVAL: 2022 BOARD OF DIRECTORS ELECTIONS (AND PROCEDURES)

RESOLUTION NO. BD-062/22

Moved by: Bill Smirle
Seconded by: Dana Farcasiu

RESOLVED THAT:

The Board of Directors appoint Angela Coleman, General Manager/ Secretary-Treasurer as the Acting Chair; and

FURTHER THAT:

SNC Administrative By-law 15.3: *'All elections shall be in accordance with the Procedures for Election of Officers – Appendix B'* and relevant *Conservation Authorities Act* requirements be adhered to.

CARRIED

1. Angela Coleman, Acting Chair, declared all positions vacant, according to SNC's Administrative By-laws.
2. Call for nominations three times for election of Chair (no seconder required)

First call for nominations:

Moved by: Gerrie Kautz

Pierre Leroux be nominated for the position of Chair, South Nation Conservation.

Pierre Leroux, Prescott Russell, accepted the nomination for Chair, South Nation Conservation.

Second call for nominations: None

Third call for nominations: None

Hearing none,

3. Call for nominations three times for election of Vice Chair (no seconder required).

First Call for Nominations:

Moved by: Dana Farcasiu

Steve Densham be nominated for position of Vice Chair, South Nation Conservation.



Steve Densham, Stormont Dundas Glengarry, accepted the nomination for Vice Chair, South Nation Conservation.

Second Call for Nominations: None

Third Call for Nominations: None

Hearing none,

4. RESOLUTION NO. BD-063/22

Moved by: Dana Farcasiu

Seconded by: Gerrie Kautz

RESOLVED THAT:

Nominations be closed for the position of Chair and Vice Chair.

CARRIED

5. Approval of the following Motion:

RESOLUTION NO. BD-064/22

Moved by: Dana Farcasiu

Seconded by: Gerrie Kautz

RESOLVED THAT:

For the year 2022, and until the Annual General Meeting of 2023:

- Mr. Pierre Leroux be elected as Chair of SNC;
- Mr. Steve Densham be elected as Vice Chair of SNC; and
- Mr. George Darouze be appointed as Past Chair of SNC.

CARRIED

REQUEST FOR APPROVAL: CONSERVATION ONTARIO VOTING DELEGATES

RESOLUTION NO. BD-065/22

Moved by: Archie Mellan

Seconded by: Bill Smirle

RESOLVED THAT:

The Board of Directors appoint the SNC Chair as the Conservation Ontario Voting Delegate for South Nation Conservation, with SNC's Vice Chair as alternate, and General Manager /Secretary-Treasurer as second alternate.

CARRIED



**REQUEST FOR APPROVAL: 2021 YEAR END, AUDITED FINANCIAL STATEMENT AND
AUDIT LETTERS**

RESOLUTION NO. BD-066/22

Moved by: Dana Farcasiu
Seconded by: Steve Densham

RESOLVED THAT:

The Board of Directors approve and file the 2021 Draft Audited Financial Statements, Audit Reporting Letter, Letter of Representation, and signatures by Management and Chair; and

FURTHER THAT:

The Board of Directors approve the 2021 reserve transfer of \$466,149; and

FURTHER THAT:

The Board of Directors approve a 2022 transfer from reserve in the amount of \$107,052 for hazard tree removal project approved and started in 2021 and completed in January 2022.

CARRIED

REQUEST FOR APPROVAL: 2021 ANNUAL REPORT

RESOLUTION NO. BD-067/22

Moved by: George Darouze
Seconded by: Gerrie Kautz

RESOLVED THAT:

That the Board of Directors approve the 2021 Annual Report; and

FURTHER THAT:

The Board of Directors direct staff to circulate copies to member municipalities, local MPs and MPPs, Conservation Authorities, and various stakeholders.

CARRIED

The Board of Directors recessed at 10:35 a.m. for a break.

The Board of Directors reconvened at 10:50 a.m.



UPDATE: PROGRAMS & SERVICES INVENTORY LISTING – CATEGORY 3: OTHER PROGRAMS AND SERVICES

RESOLUTION NO. BD-068/22

Moved by: Dana Farcasiu
Seconded by: George Darouze

RESOLVED THAT:

The Board of Directors receive and file the Programs & Services Inventory Listing Category 3: Other Programs and Services work plan report for the year ending December 31, 2022.

CARRIED

REQUEST FOR APPROVAL: FINDLAY CREEK BOARDWALK EXTENSION PROJECT

RESOLUTION NO. BD-069/22

Moved by: Gerrie Kautz
Seconded by: Dana Farcasiu

RESOLVED THAT:

The Board of Directors approve entering into agreement with the Federal Economic Development Agency of Southern Ontario to accept \$750,000, towards the Findlay Creek Boardwalk Extension Project, for work over 2022-2023; and

FURTHER THAT:

The Board of Directors direct staff to bring back a report, to a future Board meeting, outlining the Findlay Creek Boardwalk Extension Project 2022-2023 budget and work plan.

CARRIED

REQUEST FOR APPROVAL: STORMWATER FACILITY INSPECTIONS SERVICE AGREEMENT

RESOLUTION NO. BD-070/22

Moved by: Bill Smirle
Seconded by: Steve Densham

RESOLVED THAT:

The Board of Directors approve entering into a service agreement with the Nation Municipality to complete stormwater management facility



inspections and assessments for approximately
\$25,454 plus HST.

CARRIED

**REQUEST FOR APPROVAL: ONTARIO WOODLOT ASSOCIATION FOREST
INVENTORY PARTNERSHIP**

RESOLUTION NO. BD-071/22

Moved by: Archie Mellan

Seconded by: Gerrie Kautz

RESOLVED THAT:

The Board of Directors approve entering into a partnership with the Ontario Woodlot Association to develop a LiDAR-derived forest inventory.

CARRIED

REQUEST FOR APPROVAL: MIITIG HEALING LODGE INC. LAND USE PERMIT

RESOLUTION NO. BD-072/22

Moved by: Dana Farcasiu

Seconded by: Archie Mellan

RESOLVED THAT:

The Board of Directors issue a seven-year land use permit pursuant to R.R.O. 1990, Reg. 135 to Miitig Healing Lodge Inc. for non-exclusive use of South Nation Conservation Property 55, County Road 22, Maxville.

CARRIED

REQUEST FOR APPROVAL: FLOOD AND EROSION HAZARDS MAPPING

RESOLUTION NO. BD-073/22

Moved by: George Darouze

Seconded by: Archie Mellan

RESOLVED THAT:

The Board of Directors receive and file the Bear Brook and Tributaries Flood and Erosion Hazards Mapping reports and associated maps as the best information available to establish



flood hazard and regulation limits along the watercourse; and

FURTHER THAT:

The reports and maps be used by South Nation Conservation's planning and regulations programs and other watershed management activities effective immediately.

CARRIED

UPDATE: PLANNING ACTIVITY

RESOLUTION NO. BD-074/22

Moved by: Steve Densham
Seconded by: George Darouze

RESOLVED THAT:

The Board of Directors receive and file the Planning Activity update for March 2022.

CARRIED

UPDATE: ON-SITE SEWAGE PERMITS ISSUED

RESOLUTION NO. BD-075/22

Moved by: George Darouze
Seconded by: Gerrie Kautz

RESOLVED THAT:

The Board of Directors receive and file the On-Site Sewage Permits Issued update for March 2022.

CARRIED

REQUEST FOR APPROVAL: PERMITS ISSUED

RESOLUTION NO. BD-076/22

Moved by: Dana Farcasiu
Seconded by: Steve Densham

RESOLVED THAT:

The Board of Directors approve permits 40 through 51 issued under Ontario Regulation 170/06 Development, Interference with Wetlands and Alterations to Shorelines and Watercourses.

CARRIED



UPDATE: SNC'S 2022 PROVINCIAL ELECTION STRATEGY

RESOLUTION NO. BD-077/22

Moved by: Dana Farcasiu
Seconded by: Steve Densham

RESOLVED THAT:

The Board of Directors receive and file SNC's strategy for the upcoming 2022 Provincial elections.

CARRIED

FINANCIAL REPORTS

REQUEST FOR APPROVAL: MONIES RECEIVED AND DISBURSEMENT REGISTER FOR MARCH 2022

RESOLUTION NO. BD-078/22

Moved by: George Darouze
Seconded by: Archie Mellan

RESOLVED THAT:

The Board of Directors receive and file the money received report for March 2022; and

FURTHER THAT:

The Board approve the Disbursement Register of \$957,673.80 for March 2022.

CARRIED

SUPPLEMENTAL AGENDA

REQUEST FOR APPROVAL: ESTIMATED STATEMENT OF OPERATIONS FOR MARCH 31ST, 2022

RESOLUTION NO. BD-079/22

Moved by: Dana Farcasiu
Seconded by: Gerrie Kautz

RESOLVED THAT:

The Board of Directors receive and file the Estimated Statement of Operations for the year ending December 31st, 2022, as of March 31st, 2022, update.

CARRIED



CORRESPONDENCE

Ministry of Environment, Conservation and Parks: CA Program and Service Inventory Workshop was included for the Members information.

DATES OF UPCOMING MEETINGS

Third Thursday, at 9:00 a.m., unless indicated otherwise:

- May 19th, 2022
- June 16th, 2022
- July 2022 – No scheduled meeting
- August 18th, 2022

FUTURE MOTIONS OF THE BOARD AND/OR DISCUSSION OF SNC ISSUES

Board Member Archie Mellan requested staff consider options for future communications with local counties and municipalities regarding hazard, dead, and dying ash trees.

ADJOURNMENT

RESOLUTION NO. BD-081/22

Moved by: Bill Smirle
Seconded by: Steve Densham

RESOLVED THAT:

The Board of Directors meeting of April 21st,
2022 be adjourned at 11:31 a.m.

CARRIED

Pierre Leroux,
Chair.

/rb

Angela Coleman,
General Manager/Secretary-Treasurer.



To: Board of Directors
From: Eric McGill, Corporate Counsel
Date: May 10, 2022
Subject: Request of Approval: Disconnect from Work Policy

RECOMMENDATION:

The Board of Directors approve the South Nation Conservation Disconnect from Work Policy in accordance with the *Employment Standards Act, 2000*.

DISCUSSION:

New provisions were added to the *Employment Standards Act, 2000* (the "ESA") on December 2, 2021. One such provision requires employers that employ 25 or more employees in Ontario have a written policy on disconnecting from work for all employees in place by June 2022. Employers are also required to provide a copy of the policy to all employees.

South Nation Conservation ("SNC") employs more than 25 people and is obligated to comply with this new ESA requirement. SNC's Disconnect from Work Policy is derived from a template provided by SNC's employment solicitor – Emond Harnden.

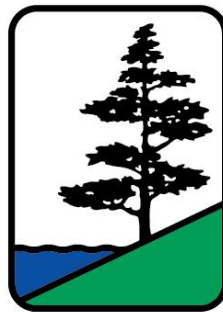
ADHERENCE TO SNC POLICY:

SNC Policy Adherence:

SNC is an Ontario employer obligated to comply with applicable requirements under the *Employment Standards Act, 2000*.

Eric McGill,
Corporate Counsel.

Attachments: South Nation Conservation Disconnect from Work Policy, May 2022



SOUTH NATION
CONSERVATION
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Disconnect from Work Policy

Pursuant to s. 21.1.2 (1) of the
Employment Standards Act, 2000, S.O. 2000, c. 41

May 19, 2022



| Revision No. | Board Approval Date | Details |
|--------------|---------------------|--|
| 1 | May 19, 2022 | Resolution BD-____/22 on May 19, 2022 Minutes BD on June 16, 2022 |



GENERAL

South Nation Conservation (“SNC” or the “Employer”) promotes the health and wellbeing of its employees and encourages and supports its employees in prioritising their wellbeing. Disconnecting from work is important for sustaining work-life balance.

SNC recognizes every employee should disconnect from work outside of their normal work hours subject to certain exceptions such as when there is an emergency or an agreement.

SNC has developed this Disconnecting from Work Policy (the “Policy”) in accordance with its obligations under the relevant provisions of the *Employment Standards Act, 2000*, as amended from time to time (the “ESA”),

In the event of any discrepancy between this Policy and an employee’s employment contract, and/or any relevant SNC policies, the employment contract and the relevant SNC policies shall take precedence.

1. SCOPE

This Policy applies to all SNC employees regardless of their role.

2. POLICY

a) Disconnecting from Work

“Disconnecting from work” means not engaging in work-related communications, including emails, telephone calls, video calls or the sending or reviewing of other messages, so as to be free from the performance of work.

SNC recognizes every employee should be disconnecting from work outside of their normal hours of work, subject to certain exceptions.

The ESA and this Policy do not create a stand-alone right to disconnect from work for employees, and it does not impose obligations on SNC to allow employees to disconnect from work and to be free from the obligation to engage in work-related communications during their normal hours of work.

SNC and the employee recognize situations can arise where it is challenging to deal with matters during the employee’s normal hours of work. Specifically Team Leads may contact employees outside of their normal working hours in the following circumstances, including but not limited to:



- i. checking availability for staffing;
- ii. to fill in at short notice for a sick colleague;
- iii. where unforeseeable circumstances may arise;
- iv. where an emergency may arise; or
- v. where business and operational reasons require contact outside of normal working hours.

Where such situations occur, SNC undertakes to comply with the relevant provisions of the ESA, the employee's employment contract, and/or any relevant SNC policies.

b) Hours of Work

Each employee's normal hours or work vary in accordance with their roles, their employment contracts, and any relevant SNC policies.

If the employee has any questions with respect to their normal hours of work, they should contact their Team Lead.

c) Communications

It is important that the employee's personal time is respected. Where possible, email communications should be responded to and/or sent during the employee's normal working hours.

Employees' work patterns may differ, and some employees may send communications at a time that is inconvenient to another employee. Where this is the case, the sender should consider the timing of their communication and understand the recipient may not be expected to respond until their return to work.

Where a Team Lead sends communications outside normal working hours – unless business or operational needs dictate an immediate response is required – employees should not feel the need to respond to email communications received outside their normal hours of work.

d) Personal Devices

In the course of their duties, some employees may use SNC provided personal electronic devices such as mobile phones, laptops, tablets, etc. These devices are provided to employees to allow flexibility in how employees complete their work and do not necessarily



imply the employee must make themselves available for work at all times.

e) Raising Concerns

Should an employee have any issues with disconnecting from work under this Policy, they should raise this with their Team Lead immediately to resolve the matter on an informal basis.

Where the matter is unresolved or an agreement cannot be reached, the matter can be formally raised with the [Designated staff position to be determined].

3. MODIFICATIONS

SNC may revise this Policy in accordance with operational requirements and any legislative changes.

EMPLOYEE ACKNOWLEDGEMENT

I, the undersigned, (print full name) _____ have read and understand SNC's Disconnecting from Work Policy and acknowledge that I have received a copy of this Policy.

Employee's Signature: _____

Date: _____



To: Board of Directors
From: Angela Coleman, General Manager/Secretary-Treasurer
Date: May 12, 2022
Subject: Request for Approval: Sewage System Management Agreement:
Township of Augusta

RECOMMENDATION:

The Board of Directors approve entering into a 5-year agreement with the Township of Augusta for delivery of Part 8 (Sewage Systems) of the Ontario Building Code.

DISCUSSION:

Municipalities are responsible for the administration of Part 8 under the Building Code but may delegate these responsibilities. South Nation Conservation (SNC) administers Part 8 of the Building Code for private sewage systems on behalf of thirteen municipalities in Prescott Russell; Stormont, Dundas and Glengarry; and Cornwall.

The Leeds, Grenville and Lanark District Health Unit announced on December 9, 2021, that they are in discussion with stakeholders to transition Part 8 services back to the municipalities.

The Board approved staff to enter into discussions with Municipalities in the United Counties of Leeds Grenville for the delivery of Building Code Part 8 services at the January 2022 meeting (BD-007/22).

The Township of Augusta has requested this service and would like to enter into a 5-year agreement, with fees as per the annually approved SNC Fee Schedule. A copy of the agreement is attached.

FINANCIAL IMPLICATIONS/ADHERENCE TO SNC POLICY:

Compliance with Budget: The septic systems program is a fee for service program and will be delivered on a cost recovery basis.

SNC Policy Adherence: Clause 21(1)(n) of the *Conservation Authorities Act* enables SNC to collaborate and enter into agreements with municipalities, organizations, and individuals for the purpose of accomplishing its objectives.

Original signed and on file.

Angela Coleman,
General Manager/Secretary-Treasurer.

Attachments: Sewage System Management Agreement

Schedule A By-law 3565 SEWAGE SYSTEM MANAGEMENT AGREEMENT



**SOUTH NATION
CONSERVATION**
DE LA NATION SUD



SEWAGE SYSTEM MANAGEMENT AGREEMENT

This Agreement dated _____ in the month of _____, 2022

BETWEEN:

SOUTH NATION RIVER CONSERVATION AUTHORITY

(a conservation authority under the *Conservation Authorities Act*, R.S.O. 1990 c. C-27)
(the "Conservation Authority")

-AND-

CORPORATION OF THE TOWNSHIP OF AUGUSTA

(a municipal corporation under the *Municipal Act, 2001*, S.O. 2001 c. 25)
(the "Municipality")

RECITALS:

1. Pursuant to the *Building Code Act, 1992*, S.O. 1992 c.23 as amended (the "Act"), a Municipality may enter into agreement with a Conservation Authority having jurisdiction in the Municipality to enforce provisions of the Act and the Building Code, O. Reg. 332/12 ("the Building Code"), related to Sewage Systems.
2. This Agreement is entered into pursuant to the Act, delegating to the Conservation Authority certain responsibilities under the Act and Building Code, as amended from time to time, for Sewage Systems as defined herein.

IN CONSIDERATION of the mutual covenants herein contained, the Parties agree as follows:

Schedule A By-law 3565 SEWAGE SYSTEM MANAGEMENT AGREEMENT

ARTICLE ONE

GENERAL

Section 1.01 Application: This Agreement applies to all Properties in the Municipality serviced by Sewage Systems ("the Service Area").

Section 1.02 Duties: The Conservation Authority shall carry out its duties in accordance with the Act and the Building Code in force from time to time, this Agreement, and any other legislation contemplated hereunder.

ARTICLE TWO

DEFINITIONS

Section 2.01

In this Agreement:

"Act" means the *Building Code Act, 1992*, S.O. 1992, c.23 including amendments thereto.

"Building Code" means regulations made under Section 34 of the Act.

"Conservation Authority" means the South Nation River Conservation Authority.

"Permit" means written permission or written authorization to perform work regulated under the provisions of the Building Code and Act.

"Sewage System" means:

- (a) a chemical toilet, an incinerating toilet, a re-circulating toilet, a self-contained portable toilet and all forms of privy including a portable privy, an earth pit privy, a pail privy, a privy vault and a composting toilet system.
- (b) a grey water system,
- (c) a cesspool,
- (d) a leaching bed system, or
- (e) a system that requires or uses a holding tank for the retention of hauled sewage at the site where it is produced before its collection by a hauled sewage system, where these
- (f) have a design capacity of 10, 000 litres per day or less,
- (g) have, in total, a design capacity of 10,000 litres per day or less, where more than one of these are located on a lot or parcel of land, and
- (h) are located wholly within the boundaries of the lot or parcel of land on which is located the building or buildings they serve.

"Sewage System Inspector" means an employee of South Nation Conservation designated for the purpose of implementing Part 8 of the Ontario Building Code.

Schedule A By-law 3565 SEWAGE SYSTEM MANAGEMENT AGREEMENT

"The Service Area" means this Agreement applies to all Properties in the Municipality serviced by Sewage Systems.

ARTICLE THREE

SERVICES OF THE CONSERVATION AUTHORITY

Section 3.01 Services: The Conservation Authority shall provide the following services in the Service Area (the "Services"):

- (i) Inspection of Properties, not serviced by municipal sewage services, which are planned to be divided by severance, to ensure that each lot will be suitable for the installation of a Sewage System.
- (ii) Inspection of Properties prior to the issuance of a Permit for the construction, installation, establishment, enlargement, extension or alteration of a Sewage System.
- (iii) Inspection of Sewage Systems of Properties under consideration for connection to municipal sewage services.
- (iv) Issue permits under the Act and the Building Code relating to Sewage Systems (a "Permit").
- (v) Inspection of Properties to determine the acceptability of applications for minor variances or lot line adjustments, concerning existing and proposed Sewage Systems and review of official plans and zoning by-laws and amendments to ensure compliance with provisions of the Act and Building Code relating to Sewage Systems.
- (vi) Issue permits upon successful inspection (and repeat inspection when necessary) of Sewage Systems for compliance of the Permit and other requirements under the Act or Building Code.
- (vii) Receive and process applications and requests related to activities listed in paragraphs (i) through (vi) of this section.
- (viii) Provide reports and comments on minor variances and severances directly to the appropriate planning authority related to septic systems.
- (ix) Review planning documents including, but not limited to, subdivision proposals, draft official plans, and proposed amendments, to ensure compliance with provisions of the Act and Building Code relating to Sewage Systems.
- (x) Maintain adequate records of all documents and other materials used in performing the duties required under this Agreement.

Schedule A By-law 3565 SEWAGE SYSTEM MANAGEMENT AGREEMENT

- (xi) Consult with various groups regarding compliance with provisions of the Act and Building Code relating to Sewage Systems.
- (xii) Respond to inquiries made by any person under the *Municipal Freedom of Information and Protection of Privacy Act* and related Regulations, as amended from time to time, or through other legal channels.
- (xiii) Investigate complaints and malfunctioning Sewage Systems, undertake compliance counseling and preparation of reports for abatement action as it relates to existing and proposed Sewage Systems.
- (xiv) Issue orders under the Act relating to Sewage Systems.
- (xv) Prepare documentation necessary for prosecutions including prosecuting violations relating to Sewage Systems under the Building Code. Perform all duties related to prosecutions relating to Sewage Systems pursuant to the *Provincial Offences Act*, R.S.O. 1990, c.P.33 and the Act.
- (xvi) Provide all forms and clerical services necessary for the administration of this Agreement.
- (xvii) Any other matters related to the administration or enforcement of the Act or Building Code relating to Sewage Systems.
- (xviii) Provide promptly to the Municipality, as may be required from time to time, copies of documents used by the Conservation Authority staff in the performance of their duties under this Agreement.
- (xix) To advise the Municipality of any existing Sewage Systems within the Service Area to allow for possible sewer connection.
- (xx) Maintain an appropriate number of adequately trained staff to carry out the services in a timely fashion.
- (xxi) Attend meetings of Municipal Council and their committees, as requested, to discuss matters relating to any provisions of the Act or Building Code relating to Sewage Systems.

Section 3.02 Performance of Duties: Dialogue is encouraged between the Conservation Authority's Inspector and the Senior Administration Officer or Chief Building Official of the Municipality; however, the Conservation Authority shall, acting reasonably, and in accordance with our Code of Conduct (Appendix A) and applicable legislation, have discretion in determining the manner in which to perform the Services.

Schedule A By-law 3565 SEWAGE SYSTEM MANAGEMENT AGREEMENT

ARTICLE FOUR

FEES

Section 4.01 Collection of Fees: The Conservation Authority shall collect and retain all fees, as set out in Appendix B, payable by any person for work performed by the Conservation Authority hereunder as compensation for its services provided hereunder and all persons required to pay any such fee shall pay the fee to the Conservation Authority.

Section 4.02 Amendment of Fee Schedule: The Conservation Authority may amend the fees as set out in Appendix B by applying a cost-of-living adjustment each year, subject to the provisions of Section 1.9.1.2, Division C of the Code.

ARTICLE FIVE

INSPECTORS

Section 5.01 Qualifications: Inspectors shall be qualified in accordance with the provisions of the Building Code and shall be appointed by the Conservation Authority's Board of Directors as per section 6.2 (3) (4) of the *Building Code Act*.

ARTICLE SIX

LIABILITY, INSURANCE, AND INDEMNITY

Section 6.01 Insurance: The Conservation Authority shall at their own expense within ten (10) days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Municipality with evidence of:

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the Conservation Authority relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property and operations; non-owned automobile; broad form property damage, broad form completed operations; owners and contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employer's liability; tenants legal liability, cross liability and severability of interest clause.

Error and Omissions Insurance for a limit of not less than \$2,000,000 per incident on a claims basis. Such coverage shall contain an extended reporting period of twenty-four (24) months or be maintained for a period of two years subsequent to conclusion of service provided under this Agreement.

Schedule A By-law 3565 SEWAGE SYSTEM MANAGEMENT AGREEMENT

Environmental Impairment Liability with a limit of not less than \$5,000,000 per incident /annual aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including restoration costs. If such insurance is issued on a claims made basis, coverage shall contain a 24 month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

Automotive Liability Insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000 inclusive for each and every loss.

The Municipality shall be added as Additional Insured to the above noted policies with respect to the operation of the Conservation Authority. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Municipality.

The Policies shown above shall not be cancelled or materially changed unless the Insurer notifies the Municipality in writing at least thirty (30) days prior to the effective date of the change or cancellation. The insurance policies will be in a form and with a company which are, in all respects, acceptable to the Municipality.

The Conservation Authority shall provide confirmation of Workers Safety Insurance Board (WSIB) coverage to the Municipality.

All deductibles related to the operations of the Conservation Authority shall be the sole responsibility of the Conservation Authority and the Municipality shall bear no cost towards such deductibles. The Conservation Authority shall be responsible for insuring their property and the Municipality shall bear no cost towards such insurance. Should the Conservation Authority fail to insure their property, the Municipality will not be liable for such property in the event of a loss.

For the sake of clarity, the Conservation Authority has no responsibility for or liability for any sewage system services provided prior to the effective date of this Agreement. If a claim is commenced against the Conservation Authority relating to sewage system services (including but not limited to the Services set out in section 3.01) that were provided prior to the effective date of this Agreement, the Municipality agrees to defend and indemnify the Conservation Authority from any such claim.

Section 6.02 Liability of the Conservation Authority: The Conservation Authority shall indemnify and save harmless the Municipality, their elected officials, officers, employees and volunteers from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Conservation Authority, their officers, employees, or others who the Conservation Authority is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the

Schedule A By-law 3565 SEWAGE SYSTEM MANAGEMENT AGREEMENT

Municipality in accordance with this agreement and shall survive this agreement. For the sake of clarity, the Conservation Authority has no responsibility for or liability for any sewage system services provided prior to the effective date of this Agreement. If a claim is commenced against the Conservation Authority relating to sewage system services (including but not limited to the Services set out in section 3.01) that were provided prior to the effective date of this Agreement, the Municipality agrees to defend and indemnify the Conservation Authority from any such claim.

Section 6.03 Liability of the Municipality: The Municipality shall indemnify and save harmless the Conservation Authority from and against all claims, demands, losses, costs, damage, actions, suits, or proceedings by whosoever made, brought, or prosecuted in any manner based upon, arising out of, related to, occasioned by, or attributed to the negligence of the Municipality in executing its obligations under this Agreement. For the sake of clarity, the Conservation Authority has no responsibility for or liability for any sewage system services provided prior to the effective date of this Agreement. If a claim is commenced against the Conservation Authority relating to sewage system services (including but not limited to the Services set out in section

3.01) that were provided prior to the effective date of this Agreement, the Municipality agrees to defend and indemnify the Conservation Authority from any such claim.

ARTICLE SEVEN

TERM AND TERMINATION OF AGREEMENT

Section 7.01 Term: This Agreement shall continue in force commencing the date set out at the top of page 1 for a term of five (5) years.

Section 7.02 Deemed Renewal: This Agreement shall automatically continue following the expiry of the term set out above until it is:

- a) Superseded or replaced by a subsequent Agreement;
- b) Terminated in its entirety by either party by giving one hundred twenty (120) days written notice; or
- c) Terminated in its entirety by mutual agreement of both parties.

Section 7.03 Early Termination: Subject to Section 7.04, this Agreement may not be terminated prior to the end of the term set out in Section 7.01 hereto however, either party may terminate this agreement on not less than 180 days written notice.

Section 7.04 Termination for Default:

- (i) The Municipality may terminate this Agreement at any time prior to the end of the term set out in Section 7.01 if:
 - (a) the Conservation Authority has failed to comply with the Act or the Code in fulfilling its obligations under this Agreement; or

Schedule A By-law 3565 SEWAGE SYSTEM MANAGEMENT AGREEMENT

- (b) the Conservation Authority is not carrying out its duties or obligations pursuant to this Agreement; and the Conservation Authority fails to remedy the problem in a manner satisfactory to the Municipality, acting reasonably, within 120 days of being notified by the Municipality in writing of any such problem.
- (ii) The Conservation Authority may terminate this Agreement at any time prior to the end of the term set out in Section 7.01 if:
 - (a) the Municipality has failed to comply with the Act or the Code in fulfilling its obligations under this Agreement; or
 - (b) the Municipality is not carrying out its duties or obligations pursuant to this Agreement; and the Municipality fails to remedy the problem in a manner satisfactory to the Conservation Authority, acting reasonably, within 120 days of being notified by the Conservation Authority in writing of any such problem.

ARTICLE EIGHT

ARBITRATION

8.01 Arbitration: If a dispute arises between the parties relating to any matter in this Agreement, the parties agree to resolve the dispute in strict compliance with the following procedures:

- (i) To meet within a period of fifteen (15) days from the date a notice of dispute is filed by either party, each party to be in attendance represented by legal counsel, to participate in good faith in negotiating a resolution of the dispute.
- (ii) To negotiate in good faith, personally and through counsel, for a period of thirty (30) days after the meeting.
- (iii) If, within the thirty (30) day period after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, to submit the dispute to arbitration.
- (iv) The parties shall meet and appoint a single arbitrator. If they are unable to agree on a single arbitrator within fifteen (15) days, then upon written notice by any party to the other the matter shall be settled by arbitration in accordance with the *Arbitrations Act*, 1991, of Ontario by delivery of a notice of arbitration to the other party.

Schedule A By-law 3565 SEWAGE SYSTEM MANAGEMENT AGREEMENT

ARTICLE NINE

RELATIONSHIP OF THE PARTIES

9.01 It is expressly agreed that this Agreement shall not be construed as a partnership or joint venture between the Conservation Authority or any subcontractor and the Municipality. The Conservation Authority shall have no authority to bind the Municipality for the performance of any contract or otherwise obligate the Municipality.

ARTICLE TEN

MISCELLANEOUS

Section 10.01 Preamble: The preamble hereto shall be deemed to form an integral part hereof.

Section 10.02 Amendments: This Agreement shall not be changed, modified, terminated, or discharged in whole or in part except by instrument in writing signed by the parties hereto, or their respective successors or permitted assigns, or otherwise as provided herein.

Section 10.03 Assignment: This Agreement shall not be assignable by either party hereto without the written consent of the other party being first obtained.

Section 10.04 Force Majeure: Any delay or failure of either party to perform its obligations under this Agreement shall be excused and this Agreement is suspended if, and to the extent, that the delay or failure is caused by an event occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, fires, floods, wind storms, riots, labor problems (including lock-outs, strikes and slow-downs) or court injunction or order.

Section 10.05 By-Laws: Any by-laws passed under Section 7 of the *Building Code Act* and all forms, applications, etc. related to Sewage Systems shall be provided to the Municipality by the Conservation Authority upon request at no charge.

Schedule A By-law 3565 SEWAGE SYSTEM MANAGEMENT AGREEMENT

Section 10.06 Notices: Any notice, report or other communication required or permitted to be given hereunder shall be in writing unless some other method of giving such notice, report or other communication is expressly accepted by the party to whom it is given by being delivered to an officer of such party during normal working hours or mailed to the following addresses of the parties respectively:

To the Conservation Authority:

South Nation River Conservation Authority
38 Victoria Street, P.O. Box 29
Finch, ON K0C 1K0
Attention: General Manager/Secretary Treasurer

To the Municipality:

Augusta Township
3560 Country Road 26
Prescott, ON K0E 1T0
Attention: Chief Administrative Officer

Any notice, report or other written communication, if delivered, shall be deemed to have been given or made on the date on which it was delivered to any employee of such party, or if mailed,

postage prepaid, shall be deemed to have been given or made on the third business day following the day on which it was mailed (unless at the time of mailing or within forty-eight hours thereof there shall be a strike, interruption or lock-out in the Canadian postal service in which case service shall be by way of delivery only). Either party may at any time give notice in writing to the other party of the change of its address for the purpose of this Section.

Section 9.07 Headings: The section headings hereof have been inserted for the convenience of reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

Section 9.08 Governing Law: The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario as at the time in effect.

[Signature page follows]

Schedule A By-law 3565 SEWAGE SYSTEM MANAGEMENT AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year set out below.

SOUTH NATION RIVER CONSERVATION
AUTHORITY

Chair

Date:

General Manager/
Secretary Treasurer

Date:

CORPORATION OF THE TOWNSHIP OF AUGUSTA

Doug McLeod
Mayor

May 9/2022.
Date:

Annette Simon
Clerk

May 9, 2022
Date:

APPENDIX A

SNC CODE OF CONDUCT

Purpose of this Code of Conduct

Authority establishes a Code of Conduct as per 7.1(1) of the *Building Code Act*, 1992 as amended for the Sewage System Inspector and the designated inspectors.

- 1) To promote appropriate standards of behavior and enforcement actions by the Sewage System Inspector and designated inspectors in the exercise of a power or the performance of a duty under the *Building Code Act* or the building code.
- 2) To prevent practices which may constitute an abuse of power, including unethical or illegal practices, by the Sewage System Inspector and designated inspectors in the exercise of a power or the performance of a duty under the *Building Code Act* or the building code.
- 3) To promote appropriate standards of honesty and integrity in the exercise of a power or the performance of a duty under the *Building Code Act* or the building code by the Sewage System Inspector and the designated inspectors.
- 4) Duty to Carry Identification as indicated in Section 15.23 of the *Building Code Act* and employment standards
- 5) Inspection of Building Site as indicated in Section 12 (1) of the *Building Code Act*

Enforcement Guidelines

The Sewage System Inspector and designated inspectors appointed with South Nation Conservation shall comply with this code of conduct. The appointed Sewage System Inspector or the designated inspectors who fails to act in accordance with the provisions of this code may be subject to disciplinary action appropriate to the seriousness of the breach. All allegations concerning a breach of this code shall be made in writing.

Any person who has reason to believe that this code of conduct has been breached may bring the matter to the attention of the Sewage System Inspector. Where the allegation concerns the actions of the Sewage System Inspector, the matter may be brought to the attention of the senior staff person to whom the Sewage System Inspector reports.

Schedule A By-law 3565 SEWAGE SYSTEM MANAGEMENT AGREEMENT

The Sewage System Inspector or senior staff person who receives information, in writing, concerning a significant breach of this code shall investigate the matter, and where appropriate shall commence disciplinary action in accordance with the employment standards of the place of work. All communications received by a Sewage System Inspector or senior staff person concerning a breach of this code shall be held in confidence. The Sewage System Inspector or senior staff person shall advise the Board of Directors in writing about the particulars of the alleged breach, its investigation and the final disposition of the matter upon its conclusion.

Disciplinary Action

Disciplinary action arising from violation of the Code is the responsibility of South Nation Conservation and will be based on the severity and frequency of the violation in accordance with employment laws and standards, and relevant collective agreements.

Code of Conduct

In exercising powers and performing duties under the *Building Code Act* and the building code, the Sewage System Inspector and designated inspectors shall:

- 1) Exercise powers in accordance with the provisions of the *Building Code Act*, the building code and other applicable law that governs the authorization, construction, occupancy and safety of buildings and designated structures, and the actions, duties and qualifications of the Sewage System Inspector and designated inspectors;
- 2) Act to identify and enforce compliance where significant contravention of the Act or regulations are known to exist;
- 3) Apply all relevant building laws, regulations and standards in a consistent and fair manner, where a personal interest may create a conflict;
- 4) Not accept any personal benefit which may create a conflict with their duties; or perform duties where a personal interest may create a conflict;
- 5) Obtain the counsel of persons with expertise where the Sewage System Inspector or designated inspectors does not possess sufficient knowledge to make an informed judgment; and
- 6) Act honestly, reasonably and professionally in the discharge of their duties

Public Notice

This code of conduct shall be brought to the attention of the public in the following manner:

- Posting on Conservation Authorities website, and Public viewing by attending at the South Nation Conservation office and requesting a copy.

APPENDIX B

FEE SCHEDULE

SEWAGE SYSTEM INSPECTIONS

Updated Annually



**SOUTH NATION
CONSERVATION**
DE LA NATION SUD

Approvals Fee Schedule (Effective January 1, 2022)

SCHEDULE E: SEWAGE SYSTEM INSPECTIONS

| Classification of Systems | 2022 |
|---|---------------------|
| Class 2 | |
| Grey water pit only - daily design flow not exceeding 1,000 L/day | \$410 |
| Class 3 | |
| Cesspool - Black water pit only - daily design flow not exceeding 1,000 L/day | \$410 |
| Class 4 and 5 | |
| Class 4 tank and leaching bed and Class 5 holding tank daily design flow <4,000 L/day | |
| Systems requiring annual maintenance | \$890 |
| Other Systems | \$790 |
| Class 4 tank and leaching bed and Class 5 holding tank daily design flow >4,000 L/day and <10,000 L/day | |
| Systems requiring annual maintenance | \$1,285 |
| Other Systems | \$1,170 |
| Treatment Unit Alterations (No changes to disposal field) | |
| Replacement/enlargement/relocation | \$410 |
| Material Alteration | \$805 |
| Repair Pumping/Dosing System or Minor Repair (ie. level header) | \$205 |
| Installation of Filter/Risers | \$205 |
| Additional Inspections and Retroactive Permits | |
| Any additional or repeat inspections | \$205 |
| Applying for a permit after the installation is complete (retroactive permits) | 125% of current fee |

Schedule A By-law 3565 SEWAGE SYSTEM MANAGEMENT AGREEMENT



**SOUTH NATION
CONSERVATION
DE LA NATION SUD**

Approvals Fee Schedule (Effective January 1 2022)

Permit revisions (Certificate of Change)

| | |
|---|-------|
| Change of tertiary treatment unit type | \$205 |
| Pipes and Stone to Chambers (equal area or reduction) | \$410 |
| Chambers to Pipes and Stone (increase) | \$410 |
| Addition of fixtures or living area (no design flow increase) | \$205 |
| Increased design flow and/or elevation changes | \$205 |
| Change in type of system (ie. Conventional to Tertiary) | \$410 |
| Different location on property (site evaluation) | \$205 |
| Miscellaneous / Other / Repeat Inspections | \$205 |

Permit Renewal and Expiration

| | |
|--|-------|
| Owner renews permit (first six months) | \$205 |
| Owner renews permit (second six months) *Maximum of two renewals will be granted | \$205 |

Permit Cancellation and Transfers

| | |
|--|-------|
| Administrative Revision | \$115 |
| Owner transfers permit to new owner (no changes) | \$205 |
| Owner cancels application (no inspection done) | 80% |
| Owner cancels application (no permit issued) | 50% |
| Owner cancels application (permit issued) | 33% |
| Owner changes designer or contractor | \$805 |

Renovations / Changes of use permits (Part 10 & 11 of the Ontario Building Code)

| | |
|--|-------|
| File Search/Review (no letter provided) | \$60 |
| File Search/Review (clearance letter provided) | \$175 |

Land Control and Lot Creation (Planning Act)

| | |
|---|-------|
| Minor Variances and Zoning By-Laws (site visit required) | \$205 |
| Outside SNC Jurisdiction - Consent Applications (per application) | \$410 |
| Inside SNC Jurisdiction - Consent Applications (per application) | \$490 |
| Subdivision or Condominium Lots (per lot) (Maximum fee of \$5,000.00) | \$250 |

File Searches

| | |
|-----------------------------|------|
| File Searches (Images only) | \$75 |
| Images and Legal Report | \$95 |

Administrative Fees

| | |
|---|--------------|
| Additional Copies of Permit Documents (photocopies) | \$25 |
| Photocopies of Other Documents | \$1 per copy |



To: Board of Directors
From: Sandra Mancini, Team Lead, Engineering
Date: May 6, 2022
Subject: Request for Approval: Water and Erosion Infrastructure Projects

RECOMMENDATION:

The Board of Directors approve undertaking the following projects under the 2022-2023 Water and Erosion Control Infrastructure (WECI) Program:

1. Crysler Dam - Operations, Maintenance and Surveillance Manual (\$30,000);
2. Chesterville Dam - Ice Management Study projects at approximately (\$50,000); and

FURTHER THAT: The Board of Directors approve signing a Transfer Payment Agreement with the Ministry of Northern Development, Mines, Natural Resources and Forestry for the 2022-2023 Water and Erosion Control Infrastructure funding.

DISCUSSION:

The Board of Directors approved the submission to the Ministry of Northern Development, Mines, Natural Resources and Forestry (NDMNRF) 2022-2023 Water and Erosion Control Infrastructure (WECI) program at the January 2022 Board meeting (RESOLUTION NO. BD-013/22)

On May 3, 2022, SNC was informed that the projects were approved. These projects will consist of completing an Operations, Maintenance and Surveillance manual for the Crysler Dam and undertaking an Ice Management Study for the Chesterville Dam. The total cost for these projects is approximately \$80,000.

Signing a Transfer Payment Agreement with NDMNRF is required to secure the funding (\$40,000). A copy of the agreement is attached.

FINANCIAL IMPLICATIONS/ADHERENCE TO SNC POLICY:

Compliance with Budget: The projects are included in the 2022 SNC Budget under Properties: Buildings and Infrastructure: Erosion & Water Control, pages 42-43.

SNC Policy Adherence: Project expenditures will adhere to SNC's Purchasing Policy, including seeking three quotes and required authorizations according to purchasing limits.

Sandra Mancini

Sandra Mancini,
Team Lead, Engineering.

Attachment: NDMNRF Transfer Payment Agreement

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2022

B E T W E E N:

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Northern Development,
Mines, Natural Resources and Forestry**

(the “Province”)

- and -

South Nation River Conservation Authority

(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule “A” - General Terms and Conditions
Schedule “B” - Project Specific Information and Additional Provisions
Schedule “C” - Project
Schedule “D” - Budget
Schedule “E” - Payment Plan
Schedule “F” - Reports, and

any amending agreement entered into as provided for in section 4.1,

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

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

- 3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

- 4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

- 5.1 The Recipient acknowledges that:
 - (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
 - (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
 - (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
 - (d) the Province is not responsible for carrying out the Project; and
 - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by Ministry of Northern
Development, Mines, Natural Resources and
Forestry**

Date

Name: Jennifer Barton
Title: Assistant Deputy Minister

South Nation River Conservation Authority

Date

Name:
Title: Chair or Vice Chair

I have authority to bind the Recipient.

Date

Name: Angela Coleman
Title: General Manager/Secretary-Treasurer

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A13.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be

true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 **TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 **FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan

attached to the Agreement as Schedule “E”; and

- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient’s immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

- A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) demand from the Recipient the payment of an amount equal to the interest.
- A4.6 **Rebates, Credits, and Refunds.** The Ministry of Northern Development, Mines, Natural Resources and Forestry (Ministry) will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**
- A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:
- (a) do so through a process that promotes the best value for money; and
 - (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.
- A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.
- A6.0 CONFLICT OF INTEREST**
- A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.
- A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
 - (b) any person who has the capacity to influence the Recipient's decisions,
- has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.
- A6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”, or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province’s expense, upon twenty-four hours’ Notice to the Recipient and during normal business hours, enter upon the Recipient’s premises to review the progress of the Project and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient’s premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the

expenditure of the Funds, the Project, or both.

- A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.
- A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.
- A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

- A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:
- (a) acknowledge the support of the Province for the Project; and
 - (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.
- A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

- A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

- A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary

and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

- (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
- (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other

reports as may have been requested pursuant to section A7.1(b);

- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 Postal Disruption. Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

- A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

- A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

- A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

- A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the

Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

| | |
|---|---|
| Maximum Funds | \$40,000.00 |
| Expiry Date | March 31, 2023 |
| Amount for the purposes of section A5.2 (Disposal) of Schedule "A" | \$5,000.00 |
| Insurance | \$2,000,000.00 |
| Contact information for the purposes of Notice to the Province | <p>Position: Dave Burritt, Supervisor, Surface Water Monitoring Centre, Ministry of Northern Development, Mines, Natural Resources and Forestry</p> <p>Address: 5th Floor South, 300 Water Street, Peterborough, ON K9J 3C7</p> <p>Email: dave.burritt@ontario.ca</p> |
| Contact information for the purposes of Notice to the Recipient | <p>Name: Sandra Mancini Team Lead, Engineering</p> <p>Address: 38 Victoria Street, P.O. Box 29 Finch, ON K0C 1K0</p> <p>Email: smancini@nation.on.ca</p> |
| Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement | <p>Name: Linda Hutchinson Director, Organization Effectiveness</p> <p>Address: 38 Victoria Street, P.O. Box 29 Finch, ON K0C 1K0</p> <p>Email: lhutchinson@nation.on.ca</p> |

Additional Provisions:

None

SCHEDULE “C” PROJECT

WECI TRANSFER PAYMENT

Background

To provide capital funding to the conservation authority (CA) to undertake essential studies or repairs on existing CA owned or maintained water and erosion control infrastructure necessary to protect human life, property and communities from water-related hazards.

To be eligible under this program each CA shall provide confirmation of matching local/municipal funding in the year the project(s) are to be implemented as well as meet the defined criteria in the Water and Erosion Control Infrastructure Program (WECI) Guidelines.

At year-end each CA will provide a project report at the completion of each project to demonstrate that the capital project was completed, and to verify the final project costs. This report should contain consulting/contractor invoices, general ledger of staff time, technical reports/drawings and before and after photos of the project site.

The Provincial transfer payment is matched 50/50 through local/municipal funding.

Project Objectives

- 1) Natural Hazard prevention and public safety
- 2) Major maintenance of CA owned or managed flood and erosion control structures

Scope of Project

Water and erosion control infrastructure studies, safety projects and repair projects as listed in Schedule D. All work must be in accordance with the individual project proposal as submitted annually to the WECI Committee for approval.

TIMELINES

Funding extends from April 1, 2022 to March 31, 2023.

SCHEDULE "D"
BUDGET

Studies, Safety Projects and Repair Projects

| Project ID | Project Name and Description | Total Project Cost | Local Share (50%) | Provincial Share (50%) |
|---------------|---|--------------------|--------------------|------------------------|
| S.22.024 | Crysler Dam - OMS Manual | \$30,000.00 | \$15,000.00 | \$15,000.00 |
| S.22.025 | Chesterville Dam - Ice Management Study | \$50,000.00 | \$25,000.00 | \$25,000.00 |
| Totals | | \$80,000.00 | \$40,000.00 | \$40,000.00 |

SCHEDULE "E"
PAYMENT PLAN

| MILESTONE | TARGET PAYMENT DATE | AMOUNT |
|---|---------------------------------------|--------------------|
| <i>Following confirmation of local/municipal matched funding, Provincial execution of Agreement and receipt of CA invoice.</i> | <i>Upon execution</i> | 25% \$10,000.00 |
| <i>Submission of acceptable In-Year Report, demonstrated ability to utilize funds within fiscal year and receipt of CA invoice.</i> | <i>October 28th, 2022</i> | 50% \$20,000.00 |
| <i>Submission of acceptable Fourth-Quarter (Q4) Report, demonstrated ability to utilize funds within fiscal year and receipt of CA invoice.</i> | <i>February 10th, 2023</i> | 25% \$10,000.00 |
| TOTAL | | \$40,000.00 |

SCHEDULE "F"
REPORTS

REPORTING SUMMARY

| Name of Report | Due Date |
|---|---------------------------------|
| 1. In-Year Status Report | October 14 th , 2022 |
| 2. Fourth-Quarter Status Report | January 20 th , 2023 |
| 3. Identification of Year-End Surplus Funds | March 1 st , 2023 |
| 4. Return of Surplus Funding | March 10 th , 2023 |
| 5. Final Report Package | March 10 th , 2023 |

SCHEDULE "F" REPORTS

REPORTING DETAILS

- 1) An In-Year Status Report signed by the Chief Administrative Officer or General Manager is due on **October 14, 2022** indicating the progress of the project(s) and financial expenditures that demonstrate a need for the second funding instalment (a standard reporting template will be provided).
- 2) A Fourth-Quarter (Q4) Status Report signed by the Chief Administrative Officer or General Manager is due on **January 20, 2023** indicating the progress of the project(s) and financial expenditures that demonstrate a need for the final funding instalment (a standard reporting template will be provided).
- 3) Year-end surplus funds must be identified and declared to NDMNRF no later than **March 1, 2023**.
- 4) Year-end surplus funds must be returned and received by NDMNRF no later than **March 10, 2023**.
- 5) A Year-end report package signed by the Chief Administrative Officer or General Manager must be provided to NDMNRF by **March 10, 2023**. The Year-end report shall include:
 - (i) Final Expenditure Report signed by the Chief Administrative Officer or General Manager confirming project expenditures and that the expenditures are in accordance with the CA's Transfer Payment Agreement. A template for this Expenditure Report will be provided.
 - (ii) Final invoices (from contractors, consultants, materials, etc.) and general ledger for staff time. If staff time is being included, please ensure that it does not duplicate any staff time being claimed under the Section 39 transfer payment grant funding program. In addition, please note that only the non-refundable amount of HST may be included in the cost of the projects.
 - (iii) Technical reports and drawings developed in support of the projects.
 - (iv) Detailed photos of before and after the repair projects.
 - (v) Supporting documentation is to be organized by project into separate files.



To: Board of Directors
From: Sandra Mancini, Team Lead, Engineering
Date: May 12th, 2022
Subject: Request for Approval: 2022 SNC Emergency Preparedness Plans

RECOMMENDATION:

The Board of Directors approve the 2022 SNC Emergency Preparedness Plans.

South Nation Conservation (SNC), has the following Emergency Preparedness Plans:

1. *Crisis Communications Kit for Landslides* [John Mesman];
2. *Forest Fire Emergency Plan* [Pat Piitz];
3. *Low Water Response Plan* [Sandra Mancini].

SNC Emergency Preparedness Plans are reviewed annually and digital reports are located on the Board Members section of the SNC website. Hard copies are available from staff upon request. Please note, confidential after hours contact information is included in some of these plans.

In addition, SNC staff sit on Municipal Emergency Management Committees and provide information and technical support on natural hazards.

Members are encouraged to contact staff directly with questions.

FINANCIAL IMPLICATIONS/ADHERENCE TO SNC POLICY:

Compliance with Budget: Compliant with SNC Budget.

SNC Policy Adherence: SNC Emergency Plans adhere to provincial guidelines and relevant Acts.

Sandra Mancini

Sandra Mancini,
Team Lead, Engineering.



To: Board of Directors
From: Carl Bickerdike, Team Lead, Corporate Services
Date: May 5th, 2022
Subject: Request for Approval: 2022 SNC Insurance

RECOMMENDATION:

The Board of Directors approve the renewal of the Authority's insurance with Marsh at an upset limit of approximately \$145,920 plus taxes.

DISCUSSION:

South Nation Conservation (SNC) is part of Conservation Ontario's group insurance program. The insurance provider is Marsh Canada Limited.

SNC's 2022-2023 insurance premium of \$145,920 represents a 36% increase from last year. This follows a 25% increase in 2021. The increases are attributed by Marsh to a continued hardening of the insurance market and increased development review permits by the Authority.

As SNC's insurance broker, Marsh went to market to ensure the rates paid by the Conservation Authorities are competitive.

SNC staff also performed their own due diligence on the premiums in 2019. At this time staff are confident that SNC's continued participation in the Conservation Ontario group insurance program offers the best value to the Authority.

FINANCIAL IMPLICATIONS/ADHERENCE TO SNC POLICY:

Compliance with Budget:

Total 2022 Budget allocation for insurance is \$138,202 including:

- \$115,000 under Corporate Administration (Page 76/77)
- \$3,302 under Governance (Page 74/75)
- \$12,900 under Sewage Systems Review (Page 50/51)
- \$7,000 under Vehicles and Equipment (Page 38/39).

The balance will be allocated from surplus or reserves.

SNC Policy Adherence:

SNC Purchasing Policy will be followed. Non-Competitive Purchasing is allowed when purchasing insurance.

Carl Bickerdike,
Team Lead, Corporate Services.



To: Board of Directors
From: Alison McDonald, Team Lead, Approvals
Date: May 6, 2022
Subject: Request for Approval: Provincial Offences Officer Appointment

RECOMMENDATION:

The Board of Directors appoint staff member Laura Crites as a Provincial Offences Officer to enforce Ontario Regulation 170/06 Development, Interference with Wetlands and Alterations to Shorelines and Watercourses under Section 28 of the *Conservation Authorities Act* and R.R.O. 1990, Reg. 135 Conservation Areas under Section 29 of the *Conservation Authorities Act*.

DISCUSSION:

Clause 28(1)(d) of the *Conservation Authorities Act* (the "Act") permits conservation authorities to appoint officers to enforce regulations made under Section 28 and 29 of the Act.

This appointment will allow Laura Crites, Planning Technician, to undertake duties pertaining to enforcement under Section 28 and 29 of the Act on an as needed basis to support the Approvals Team.

Further, as per provincial guidelines, Laura Crites has completed the appropriate Conservation Authority Compliance Training and is deemed competent to engage in duties regarding enforcement under this appointment.

FINANCIAL IMPLICATIONS/ADHERENCE TO SNC POLICY:

Compliance with Budget: No impact on the 2022 Budget.

SNC Policy Adherence: Appointment of Provincial Offences Officers adheres to the *Conservation Authorities Act*, section 28 (1)(e).

Alison McDonald
Team Lead, Approvals.



To: Board of Directors
From: Alison McDonald, Team Lead, Approvals
Date: May 9th, 2022
Subject: Request for Approval: Permits Issued

RECOMMENDATION:

The SNC Board of Directors approve permits 52 through 63 issued under Ontario Regulation 170/06 Development, Interference with Wetlands and Alterations to Shorelines and Watercourses.

DISCUSSION: SNC staff issue permits in accordance with SNC policies and then presents them to the Board for approval at each Board meeting.

The list below indicates the permits that have been issued since April 13, 2022.

| # | Permit No. | Landowner | Former Municipality | Project |
|----|---------------|---|---------------------|--|
| 52 | 2022-SDU-R070 | Samuel Moss | Williamsburg | New residential home |
| 53 | 2022-SDU-R063 | Samuel Moss | Williamsburg | New septic system |
| 54 | 2022-OSG-R027 | Eric Givens | Osgoode | New residential home and garage |
| 55 | 2022-SDU-R053 | Trans-Northern Pipelines Inc. | Williamsburg | Pipeline maintenance |
| 56 | 2022-CLR-R096 | Corinne & Jim Sutej | Clarence | Inground swimming pool |
| 57 | 2022-RUS-R072 | Sylvia Ferguson | Russell | Decommissioning of septic system |
| 58 | 2022-SDU-R107 | United Counties of SDG | Matilda | Bridge rehabilitation |
| 59 | 2022-EDW-R046 | Lynn & Lewis Beach | Edwardsburgh | Construction of a garage |
| 60 | 2022-NAT-R073 | United Counties of Prescott and Russell | Cambridge | Bridge rehabilitation |
| 61 | 2022-NAT-R074 | Desjardins Construction | Cambridge | Two new residential homes and septic systems |
| 62 | 2020-SDU-R179 | Trans-Northern Pipelines Inc. | Williamsburg | Pipeline maintenance |
| 63 | 2022-EDW-R008 | Stephanie & Jeff Gummerson | Edwardsburgh | Dock installation |



SOUTH NATION
CONSERVATION
DE LA NATION SUD



Complaints/Issues: Sites visited in 2022 through the regulatory program: 9

| Location | Issue | Outcome |
|----------|---|---|
| Russell | Report of work taking place on a municipal drain. | Drive by confirmed work was limited to removal of dead ash trees with no observed interference with the channel of the watercourse. |

Staff will continue to track complaint site visits and provide notice to the Clerk of the relevant municipality where appropriate.

Alison McDonald,
Team Lead, Approvals



To: Board of Directors
From: Eric McGill, Corporate Counsel
Date: May 4, 2022
Subject: Update: *Conservation Authorities Act*. Phase 2 Regulations and Policy

RECOMMENDATION:

The Board of Directors receive and file the update on the Ministry of Environment, Conservation and Parks Phase 2 Regulations under the *Conservation Authorities Act*.

DISCUSSION:

The Ministry of Environment, Conservation and Parks ("MECP") has released Phase 2 regulations under the *Conservation Authorities Act* (the "Act"). These regulations were first proposed on the Environmental Registry of Ontario in February 2022.

1. Budget and Apportionment Regulation (Ontario Regulation 402/22)

This regulation governs the apportionment of Conservation Authority (CA) municipal levies ('operating expenses' and 'capital costs') as well as budgetary matters. It incorporates the two previous levy regulations with references to the categories of programs and services that CAs deliver. It also retains the two existing voting methods and the three current methods of apportioning costs. CAs are able to apportion costs for all Category 1 programs and services and can apportion costs for Category 2 and 3 programs and services through agreement with participating municipalities.

The regulations contain a detailed budget process for CAs with consultations and rules and procedures governing budget meetings. Draft and final budgets must be posted on the CA's Governance webpage and a copy of the final budget provided to the Minister (MECP).

2. Determination of Amounts owed by Specified Municipalities under the Clean Water Act Regulation (Ontario Regulation 401/22)

This regulation identifies the methods by which CAs may determine amounts owed by their specified municipalities in connection with programs and services provided by the CA under the *Clean Water Act, 2006*. The methods are consistent with those used for participating municipalities set out in the Budget and Apportionment regulation.

3. Fees Classes Policy

This policy sets out the Minister's published list of classes of programs and services that CAs may charge fees. CAs would only be able to charge a fee for a program or service if it is set out in this list.

The Minister's list provides that in order for a CA to charge a fee the User-Pay Principle must be appropriate. This is when a class of persons directly benefits from a program or



service delivered by a CA. Examples include use of a CA resource (e.g., park access or facility rental) or the privilege to do something (e.g., receive an approval through a permit or an approval to undertake a regulated activity).

A copy of the “Policy: Minister’s list of classes of programs and services in respect of which conservation authorities may charge a fee” is attached for the Board’s information.

4. Information Requirements Regulation (Ontario Regulation 400/22)

This regulation requires CAs maintain a “Governance” section of their website that is easily accessible from their homepage and includes prescribed information, such as:

- contact information of Board Members;
- municipal agreements;
- meetings dates and minutes;
- administrative By-laws; and
- draft and final budgets.

FINANCIAL IMPLICATIONS/ADHERENCE TO SNC POLICY:

Staff will continue its work with member municipalities and Conservation Ontario to undertake regulatory changes and meet all implemented timelines. Further updates on regulations and regulatory proposals will be provided to the Board as they are released.

Eric McGill,
Corporate Counsel.

Attachment: Policy: Minister’s list of classes of programs and services in respect of which conservation authorities may charge a fee

Policy: Minister's list of classes of programs and services in respect of which conservation authorities may charge a fee

April 11, 2022

Preamble

A conservation authority is permitted to charge a fee for a program or service only if the program or service is included in the Minister's list of classes of programs and services in respect of which a conservation authority may charge a fee. The Minister's published list of classes of programs and services in respect of which a conservation authority may charge a fee ("Minister's Fee Classes Policy") is provided as per the provisions set out in section 21.2 of the *Conservation Authorities Act*. From time to time, the Minister may make changes to the list and will promptly update this document and distribute it to each conservation authority.

Fees that a conservation authority may charge under the *Conservation Authorities Act*

Section 21.2 of the *Conservation Authorities Act* requires a conservation authority to administer the charging of fees in a transparent and accountable manner by adopting and publishing a written fee policy, which includes a fee schedule that lists the programs and services for which an authority charges a fee and the amount to be charged. Conservation authorities must maintain their fee schedule and if an authority wishes to make changes to its fee schedule, it must notify the public of the proposed change (e.g., on its website). In its fee policy, a conservation authority must also set out the frequency with which it will conduct a review of its fee policy, including its fee schedule, the process for carrying out a review of the fee policy, including the rules for giving notice of the review and any changes as a result of a review, and the circumstances under which any person may request the authority to reconsider a fee that was charged to the person and the procedures applicable to the reconsideration. Decisions regarding the fee policy and fee schedule are made by the members of a conservation authority, comprised of representatives appointed by the participating municipalities and the agricultural sector representative member, where appointed by the Minister of the Environment, Conservation and Parks.

Reconsideration of fee charged

A conservation authority's fee policy must define the circumstances in which a person may request that the authority reconsider a fee that was charged and the procedures applicable to the reconsideration. Where the authority's fee policy permits a person to request the authority to reconsider the fee it has charged that person because it is contrary to the authority's fee schedule or excessive in relation to the program or service for which it was charged, that person may apply to the authority, in accordance with the procedures set out in the authority's fee policy, to request a reconsideration of the fee.

After receiving and considering the request, the authority may vary the amount of the fee to be charged to an amount the authority considers appropriate, order that no fee be charged, or confirm the original amount of the fee.

Fees that a conservation authority may charge as prescribed by other legislation

The Minister's Fee Classes Policy does not include those instances where the authority is already authorized under another statute to charge a fee for a program or service. For example, where an authority administers an on-site sewage system program under the *Building Code Act, 1992*, the authority has the power to charge fees for that program. Similarly, under Part IV of the *Clean Water Act, 2006*, a municipality has enforcement responsibility to regulate significant drinking water threats in wellhead protection areas and intake protection zones and may delegate that responsibility to a conservation authority. When this delegation occurs, the conservation authority is also given the power to charge fees as the enforcement body under that Act.

User-Pay Principle

The fees that conservation authorities charge, in accordance with the Minister's Fee Classes Policy, are considered 'user fees.' 'User fees' are fees paid to an authority by a person or organization for a service that they specifically benefit from. This includes use of a public resource (e.g., park access or facility rental) or the privilege to do something (e.g., receive an approval through a permit or other permission to undertake a regulated activity).

For the purposes of this Minister's Fee Classes Policy, a fee may only be applied when the User-Pay Principle is considered appropriate, which is when there is a class of persons that directly benefits from a program or service delivered by an authority ("User-Pay Principle") (note: other restrictions may apply; see Table 1 below).

Enabling authorities to charge a fee for programs and services where the User-Pay Principle is considered appropriate increases opportunities for an authority to generate revenue. This may reduce an authority's reliance on the municipal levy (now called an "apportionment") to finance the programs and services it provides. However, it is up to a conservation authority to decide the proportion of the costs associated with administering and delivering a program or service that should be recovered by a user fee versus those costs that are offset by other funding sources, such as the municipal levy. Beginning with the 2024 calendar year budgets, if an authority considered opportunities to raise and use self-generated revenue such as fees to finance its operations, the authority will be required to include in its budget a description of what the authority considered.

Fee amounts

A conservation authority may determine the amount of a fee to be charged for a program or service that it provides. If a fee is to be charged for a program or service, the amount to be charged or the manner for determining the amount must be listed in the conservation authority's fee schedule. Some fee amounts cannot exceed the authority's costs for administering and delivering a program or service. For example, fees for planning services should be developed in conjunction with the appropriate planning authorities and set to recover but not exceed the costs associated with administering and delivering the services on a program basis. Similarly, fees for permitting services should be developed to recover but not exceed the costs associated with administering and delivering the services on a program basis. Other fees set by the authority for a program or service are not subject to this restriction, such as fees for selling products or fees for rentals. Fees that are not subject to this restriction can provide the authority with a source of revenue to help offset costs for other programs and services offered by the authority.

Minister's fee classes

The following is the list of classes of programs and services in respect of which an authority may charge a fee.

Table 1. Classes of programs and services for which conservation authorities may charge a fee

| Classes of programs and services | Criteria | Examples |
|---|---|---|
| Category 1 mandatory programs and services (section 21.1 of the <i>Conservation Authorities Act</i>) | Category 1 programs and services where the following requirement is met: <ul style="list-style-type: none">The User-Pay Principle is appropriate. | Examples may include: <ul style="list-style-type: none">Administration of section 28 natural hazards development permits (current section 28 and unproclaimed section 28.1), including related technical advice and studies.Responses to legal, real estate and public inquiries regarding a section 28 permit (and unproclaimed section 28.1) and natural hazard inquiries under the <i>Planning Act</i>.Activities requiring a permit made pursuant to section 29 of the <i>Conservation Authorities Act</i>.Review and commenting on applications under other |

| | | |
|--|---|--|
| | | <p>legislation noted under the Mandatory Programs and Services Regulation (O. Reg. 686/21) and associated inquiries.</p> <ul style="list-style-type: none"> – Access to authority owned or controlled land for recreational activities not requiring direct authority or other staff involvement. |
| <p>Category 2 municipal programs and services – i.e., those programs and services an authority provides on behalf a municipality pursuant to a memorandum of understanding or service level agreement (or other agreement) (section 21.1.1 of the <i>Conservation Authorities Act</i>)</p> | <p>Category 2 programs and services where the following requirements are met:</p> <ul style="list-style-type: none"> • The User-Pay Principle is appropriate; and • The parties agree through provisions in a memorandum of understanding, service level agreement, or other agreement governing the provision of the Category 2 program or service that the authority should be permitted to charge a fee for that program or service. | <p>Examples may include commenting on <i>Planning Act</i> applications for technical and policy matters other than for consistency with natural hazard policies, such as related to natural heritage, storm water management, or other matters requested by a municipality.</p> |
| <p>Category 3 authority determined programs and services (section 21.1.2 of the <i>Conservation Authorities Act</i>) that are financed in whole or in part by the municipal levy and on or</p> | <p>Category 3 programs and services that are financed in whole or in part by the municipal levy, where the following requirements are met:</p> <ul style="list-style-type: none"> • The User-Pay Principle is appropriate; and • Where a cost apportionment agreement has been entered into for a Category 3 program or service, the agreement includes provisions permitting the authority to charge a fee for the program or service. This requirement does not apply where the cost apportionment agreement | <p>Examples may include private land stewardship or extension services that are partially funded by municipal levy.</p> |

| | | |
|--|---|---|
| after January 1, 2024 will require a cost apportioning agreement | <p>relates to any of the following Category 3 programs and services:</p> <ul style="list-style-type: none"> i) Recreational activities that are provided on land that is owned or controlled by the authority with the direct support or supervision of staff employed by the authority or by another person or body, or with facilities or other amenities maintained by the authority, including equipment rentals and renting facilities for special events. ii) Community relations to help establish, maintain, or improve relationships between the authority and community members. iii) Public education services to improve awareness of issues relating to the conservation, restoration, development, and management of natural resources in watersheds in Ontario. iv) The provision of information to the public. v) The sale of products by the authority. | |
| Category 3 authority determined programs and services (section 21.1.2 of the <i>Conservation Authorities Act</i>) that are not financed in whole or in part by the municipal levy | <p>Category 3 programs and services that are not financed in whole or in part by the municipal levy, where the following requirement is met:</p> <ul style="list-style-type: none"> • The User-Pay Principle is appropriate. | Examples may include those listed in the row above that are not financed in whole or in part by municipal levy. |

Disclaimer

This Minister's Fee Classes Policy summarizes some of the requirements in the *Conservation Authorities Act* with respect to the charging of a fees by a conservation

authority for programs and services. This document should not be construed as legal advice or a substitute for seeking independent legal advice. Anyone seeking to fully understand how the Act may apply to the charging of fees by a conservation authority for programs or services should refer to the Act. In the event of any inconsistency between the *Conservation Authorities Act* and this policy, the Act will always take precedence.



To: Board of Directors
From: Alison McDonald, Team Lead, Approvals
Date: May 5, 2022
Subject: Update: Planning Technical Reviews

RECOMMENDATION:

The Board of Directors receive and file the update on Planning Technical Reviews.

DISCUSSION:

South Nation Conservation (SNC) has long-standing Memorandums of Understanding with most local planning authorities to deliver technical peer-reviews for planning applications. Some of these reviews are related to natural hazards (i.e., geotechnical reviews for unstable slopes) while others assist municipalities with their responsibilities under the Provincial Policy Statement (i.e., hydrogeological reviews for development on private services, environmental impact studies, and stormwater management reviews).

SNC staff deliver technical review services on a fee for service basis. Increasing development complexity and housing supply pressure has led to a steady rise in the number of SNC technical reviews.

| Review Type | 2020 | 2021 |
|-----------------------------|-------------|-------------|
| Stormwater Management | 92 | 110 |
| Environmental Impact | 38 | 59 |
| Hydrogeological and Terrain | 19 | 35 |

SNC's technical staff (engineers, technicians, and biologists) are also allocated to other programs including natural hazard mapping, stewardship enhancements, and Conservation Authority lands projects (e.g., High Falls privy design, Ducks Unlimited wetland design, etc.). Staff manage time between development reviews and other SNC projects.

Recently, the United Counties of Prescott and Russell (UCPR) approved an amendment to the Official Plan Amendment (OPA No. 39) that changes land division policies to permit additional rural severances. This policy amendment also introduced a requirement for hydrogeological study for all new severance applications.

SNC staff reviewed the policy and provided comments that generally advised against the proposed changes. Increased rural residential development can lead to cumulative



negative impacts, especially in areas with poor water quality and quantity.

The amendment to the Official Plan requires all new severance applications in UCPR be accompanied by a hydrogeological study. We expect a significant technical review workload increase in UCPR; this may also potentially increase liability associated with completing these reviews.

County staff indicated they will reach out to SNC in the coming weeks to find an efficient way to process new applications and their associated technical reviews. Staff will work with the County to try to find a path forward without compromising the other interests of the Authority. Staff will also monitor application volumes in the coming months and assess workload challenges.

FINANCIAL IMPLICATIONS/ADHERENCE TO SNC POLICY:

Compliance with Budget:

Planning and associated technical review fees are charged in accordance with the Board approved Fee Schedule.

SNC Policy Adherence:

Section 21.1.1 of the *Conservation Authorities Act* allows SNC to provide municipal programs and services on behalf of a municipality situated within its area of jurisdiction under a memorandum of understanding.

Alison McDonald
Team Lead, Approvals



To: Board of Directors
From: James Holland, Senior Planner
Date: May 9th, 2022
Subject: Update: Planning Activity

RECOMMENDATION:

The Board of Directors receive and file the Planning Activity update for April 2022.

DISCUSSION:

SNC staff provide comments on planning applications and technical reviews to support planning applications. Applications are sent to SNC by local Municipalities; costs are recovered according to the Board approved fee schedule.

The list below includes planning applications received in the month of April 2022. Pre-consultations and property inquiries are not included in this list.

| # | SNC Number | Landowner Name | Former Municipality | Application |
|-----|---------------|-----------------------------------|---------------------|-------------------------|
| 143 | SNC-2604-2022 | Hexa Real Estate Development Inc. | Roxborough | Severance |
| 144 | SNC-2605-2022 | Hexa Real Estate Development Inc. | Roxborough | Severance |
| 145 | SNC-2606-2022 | Leslie & Brian Renwick | Champlain | Zoning By-Law Amendment |
| 146 | SNC-2607-2022 | Municipality of North Grenville | North Grenville | Zoning By-Law Amendment |
| 147 | SNC-2608-2022 | Claude Leclair | Casselman | Severance |
| 148 | SNC-2609-2022 | Daniel Leblanc | North Plantagenet | Severance |
| 149 | SNC-2610-2022 | J.M. Peartree Holdings Inc. | Russell | Severance |
| 150 | SNC-2611-2022 | Guy Campbell | North Plantagenet | Severance |
| 151 | SNC-2612-2022 | Guy Campbell | North Plantagenet | Severance |
| 152 | SNC-2613-2022 | Guy Campbell | North Plantagenet | Severance |
| 153 | SNC-2614-2022 | Stephen Douglas | Caledonia | Severance |
| 154 | SNC-2615-2022 | Clay All Over Farms Inc. | Champlain | Severance |
| 155 | SNC-2616-2022 | Pascal Roy | North Plantagenet | Severance |
| 156 | SNC-2617-2022 | Pascal Roy | North Plantagenet | Severance |
| 157 | SNC-2618-2022 | Estate of Robert St-Jean | Alfred | Severance |
| 158 | SNC-2619-2022 | Municipality of Casselman | Municipal-wide | Official Plan Amendment |



| # | SNC Number | Landowner Name | Former Municipality | Application |
|-----|---------------|------------------------------|---------------------|-------------------------|
| 159 | SNC-2620-2022 | Roman Catholic Episcopal | Roxborough | Zoning By-Law Amendment |
| 160 | SNC-2621-2022 | Adam Hanson | Clarence | Severance |
| 161 | SNC-2622-2022 | Les Habitations Leclair Inc. | Cambridge | Zoning By-Law Amendment |
| 162 | SNC-2623-2022 | Jean-Philippe Lalonde | North Plantagenet | Zoning By-Law Amendment |
| 163 | SNC-2624-2022 | Nathalie Bercier-Gauthier | North Plantagenet | Zoning By-Law Amendment |
| 164 | SNC-2625-2022 | Manon Ouellette | North Plantagenet | Zoning By-Law Amendment |
| 165 | SNC-2626-2022 | Robert Bourdeau | Russell | Zoning By-Law Amendment |
| 166 | SNC-2627-2022 | Eric Campbell | Russell | Zoning By-Law Amendment |
| 167 | SNC-2628-2022 | John Corvinelli | Russell | Zoning By-Law Amendment |
| 168 | SNC-2629-2022 | John Corvinelli | Russell | Zoning By-Law Amendment |
| 169 | SNC-2630-2022 | Ravishankar Ponnuthurai | Cornwall | Severance |
| 170 | SNC-2631-2022 | Larry Spicer | Elizabethtown | Severance |
| 171 | SNC-2632-2022 | Mary Whalen | Edwardsburgh | Severance |
| 172 | SNC-2633-2022 | Perry Jean | Finch | Zoning By-Law Amendment |
| 173 | SNC-2634-2022 | Mario & Manon Laroche | Russell | Severance |
| 174 | SNC-2635-2022 | Cedric Lavigne | Cambridge | Severance |
| 175 | SNC-2636-2022 | 795198 Ontario Inc. | Russell | Severance |
| 176 | SNC-2638-2022 | Madeleine Deguire | Cambridge | Severance |
| 177 | SNC-2639-2022 | Jamie Greenfield | Finch | Official Plan Amendment |
| 178 | SNC-2641-2022 | Sylvie Bazzana | Finch | Minor Variance |
| 179 | SNC-2644-2022 | Simon Cadieux | North Plantagenet | Minor Variance |
| 180 | SNC-2648-2022 | Not provided | Augusta | Minor Variance |
| 181 | SNC-2649-2022 | Clôture Régionale | Russell | Site Plan |
| 182 | SNC-2650-2022 | Forest Ridge Farms Inc. | Clarence | Zoning By-Law Amendment |
| 183 | SNC-2651-2022 | 9834842 Canada Inc. | Clarence | Site Plan |
| 184 | SNC-2652-2022 | Stryde Farms Inc. | Roxborough | Minor Variance |
| 185 | SNC-2653-2022 | Brian & Terry Lafleur | Roxborough | Minor Variance |
| 186 | SNC-2654-2022 | Raymond St. Pierre | Russell | Zoning By-Law Amendment |



| # | SNC Number | Landowner Name | Former Municipality | Application |
|-----|---------------|------------------------------------|---------------------|-------------------------|
| 187 | SNC-2655-2022 | Eric Campbell | Russell | Zoning By-Law Amendment |
| 188 | SNC-2656-2022 | Corvinelli Homes Ltd. | Russell | Zoning By-Law Amendment |
| 189 | SNC-2657-2022 | John Corvinelli | Russell | Zoning By-Law Amendment |
| 190 | SNC-2658-2022 | John Corvinelli | Russell | Zoning By-Law Amendment |
| 191 | SNC-2659-2022 | Bernard Foley | Matilda | Severance |
| 192 | SNC-2660-2022 | Antoine Bourdeau | Cumberland | Minor Variance |
| 193 | SNC-2661-2022 | Henry Van de Glind | Osnabruck | Severance |
| 194 | SNC-2662-2022 | Cassel Homelands Developments Inc. | Casselman | Minor Variance |
| 195 | SNC-2663-2022 | Pierre & Monique Marcoux | Casselman | Minor Variance |
| 196 | SNC-2669-2022 | Not provided | Osgoode | Zoning By-Law Amendment |
| 197 | SNC-2670-2022 | Michel Rochay | West Hawkesbury | Site Plan |
| 198 | SNC-2671-2022 | Patrick Landry | Matilda | Minor Variance |
| 199 | SNC-2672-2022 | Sam Moss | Williamsburg | Minor Variance |
| 200 | SNC-2673-2022 | Scott Douglas | Matilda | Minor Variance |
| 201 | SNC-2674-2022 | Hope Gregory William | Matilda | Minor Variance |
| 202 | SNC-2675-2022 | Mario Hautcoeur | South Plantagenet | Severance |
| 203 | SNC-2676-2022 | John & Louise Mancuso | Cornwall | Severance |
| 204 | SNC-2677-2022 | Brian James Madden | Mountain | Severance |

Technical Reviews

SNC offers professional and technical review services in engineering, hydrogeology, biology, and private servicing. The following table includes the technical reviews completed in the month of April 2022.

| SNC Number | Development Size | Review Type |
|---------------|------------------|-----------------------|
| SNC-2649-2022 | Area ≤ 2 ha | Stormwater Management |
| SNC-2652-2022 | Area ≤ 2 ha | Stormwater Management |
| SNC-2072-2021 | Area > 2 ha | Stormwater Management |
| SNC-1244-2020 | Area > 2 ha | Stormwater Management |
| SNC-2472-2022 | Area < 0.5 ha | Stormwater Management |
| SNC-2330-2021 | Area ≤ 2 ha | Stormwater Management |
| SNC-1992-2021 | Area > 2 ha | Environmental Impact |
| SNC-1992-2021 | Area > 2 ha | Stormwater Management |
| SNC-2103-2021 | Area > 2 ha | Stormwater Management |
| SNC-2277-2021 | Area > 2 ha | Stormwater Management |



| SNC Number | Development Size | Review Type |
|---------------|-------------------------|----------------------------|
| SNC-2623-2022 | Small Scale Development | Environmental Impact |
| SNC-2562-2022 | Area \leq 2 ha | Stormwater Management |
| SNC-2277-2021 | Area > 2 ha | Stormwater Management |
| SNC-1244-2020 | Area > 2 ha | Environmental Impact |
| SNC-2368-2021 | Area > 2 ha | Geotechnical Investigation |
| SNC-2368-2021 | Area > 2 ha | Environmental Impact |
| SNC-2670-2022 | Area < 0.5 ha | Stormwater Management |
| SNC-1224-2020 | Area > 2 ha | Stormwater Management |
| SNC-2473-2022 | Area < 0.5 ha | Stormwater Management |
| SNC-2156-2021 | Small Scale Development | Environmental Impact |
| SNC-6011-2018 | Area \leq 2 ha | Stormwater Management |

Staff will continue to track applications and associated timelines to ensure timely reviews.


James Holland,
Senior Planner.



To: Board of Directors
From: James Holland, Senior Planner
Date: May 9th, 2022
Subject: Update: On-Site Sewage Permits Issued

RECOMMENDATION:

The Board of Directors receive and file the On-Site Sewage Permits Issued update for April 2022.

DISCUSSION:

South Nation Conservation (SNC) staff issue permits under Part 8 of the Ontario Building Code. The list below includes permits issued in the month of April 2022. Septic system searches and renovation reviews are not included.

| # | Permit Number | Landowner Name | Former Municipality |
|-----|---------------|---------------------------------------|---------------------|
| 106 | CR-22-12 | Marc-André Lalande & Marilyne Legault | Rockland |
| 107 | SS-22-13 | H & J Windmill Construction | Ingleside |
| 180 | SS-22-14 | Scott Rogers | Cornwall |
| 109 | CR-22-13 | Diane Choiniere | Bourget |
| 110 | AP-22-06 | Mathieu Cheff | Plantagenet |
| 111 | EH-22-05 | Robert Nantel & Dominique Masse | East Hawkesbury |
| 112 | SS-22-15 | Peter Bernard | Long Sault |
| 113 | NA-22-10 | Mario Hautcoeur | Nation |
| 114 | RU-22-20 | Michel Michaud | Embrun |
| 115 | NS-22-09 | David Seguin | Apple Hill |
| 116 | ND-22-17 | Falcon Home Construction Inc. | Winchester |
| 117 | NS-22-10 | Angela Buchanan-Sloan | Moose Creek |
| 118 | NS-22-11 | 11731726 Canada Inc. | Monkland |
| 119 | SD-22-08 | William Nash | Chesterville |
| 120 | ND-22-18 | Brian Armstrong | Chesterville |
| 121 | CT-22-01 | Paul Kusik | Cornwall |
| 122 | SS-22-16 | Austin Markel | Ingleside |
| 123 | CH-22-12 | Andrea Sylvie Beaudin | L'Orignal |
| 124 | CH-22-13 | Annie Caporicci | Hawkesbury |
| 125 | SD-22-09 | Kristin Houghton | Brinston |
| 126 | CH-22-14 | Darryl Grondin | L'Orignal |
| 127 | EH-22-06 | Vincent Leroux-Belanger | Chute-à-Blondeau |
| 128 | EH-22-07 | Raymonde Gamache | St. Eugene |
| 129 | RU-22-21 | Alain Seguin & Francois Dagenais | Embrun |
| 130 | AP-22-07 | Philippe Menard | Plantagenet |
| 131 | RU-22-22 | 1503893 Ontario Inc. | Marionville |
| 132 | RU-22-23 | 1503893 Ontario Inc. | Marionville |



| # | Permit Number | Landowner Name | Former Municipality |
|-----|---------------|-------------------------------------|---------------------|
| 133 | RU-22-24 | 1503893 Ontario Inc. | Marionville |
| 134 | RU-22-25 | 1503893 Ontario Inc. | Marionville |
| 135 | CR-22-15 | Eric St-Denis | Clarence-Creek |
| 136 | NA-22-11 | Luc Longtin | St-Albert |
| 137 | NS-22-12 | Peter Wilson | Finch |
| 138 | NS-22-13 | Sybrenson Farms Inc. | Finch |
| 139 | NS-22-14 | Mathieu Leroux & Brooke Graham | Finch |
| 140 | ND-22-19 | David Cinnamon & Tanya Bolton | Chesterville |
| 141 | RU-22-26 | Eric Matte | Vars |
| 142 | AP-22-08 | Robert Roussel & Lorie Robillard | Plantagenet |
| 143 | RU-22-27 | 1503893 Ontario Inc. | Marionville |
| 144 | RU-22-28 | Andrew Cinnamon | Marionville |
| 145 | CR-22-14 | Geatan Robert & Veronique Cleroux | Clarence-Creek |
| 146 | EH-22-08 | Rejean Boivin & Marie Claire Forest | Chute-à-Blondeau |
| 147 | ND-22-20 | Jason Willis | Osgoode |
| 148 | CR-22-16 | Paul Murphy | Rockland |
| 149 | AP-22-09 | Queenship of Mary Community | Plantagenet |
| 150 | EH-22-09 | Sylvain Pilon | St. Eugene |
| 151 | CR-22-17 | Paul Murphy | Rockland |
| 152 | CR-22-18 | Justin Tremblay | Rockland |
| 153 | RU-22-29 | Christopher Bastian | Russell |
| 154 | ND-22-12 | Zanutta Construction Inc. | Mountain |
| 155 | CH-22-16 | Brian St-Pierre | Lefavre |
| 156 | CH-22-15 | Daniel Séguin | L'Orignal |
| 157 | NA-22-12 | Ala Al-Hajjar | Vankleek Hill |

Staff will continue to track permit applications and associated timelines to ensure timely service delivery.


James Holland
Senior Planner



To: Board of Directors
From: Carl Bickerdike, Team Lead, Corporate Services
Date: May 5th, 2022
Subject: Request for Approval: Monies Received and Disbursement Register for April 2022

RECOMMENDATION:

The Board of Directors receive and file the money received report for April 2022; and

FURTHER THAT: The Board approve the Disbursement Register of \$430,152.62 for April 2022.

DISCUSSION:

The list of major money receipts by customers and customer groups are shown below:

| Received From: | April |
|--|-------------------|
| City of Ottawa | 297,833.83 |
| Ducks Unlimited | 266,441.05 |
| Conservation Ontario | 161,478.00 |
| Septic Revenue | 46,444.40 |
| United Counties of Stormont, Dundas & Glengarry | 40,410.31 |
| Planning Revenue | 36,777.63 |
| Raisin Region Conservation Authority | 31,286.76 |
| Corporation of the Municipality of North Grenville | 17,950.00 |
| ECO Canada | 17,880.00 |
| Township of Russell | 14,292.94 |
| Tree Planting | 11,898.40 |
| Environment and Climate Change Canada | 11,429.95 |
| Rideau Valley Conservation Authority | 3,435.00 |
| Royal Bank of Canada | 2,281.16 |
| Land Revenue | 1,696.50 |
| Other | 1,033.46 |
| TOTAL | 962,569.39 |

FINANCIAL IMPLICATIONS/ADHERENCE TO SNC POLICY:

SNC has approved Policies for cheques, internet banking and electronic funds transfer.



SOUTH NATION
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April 2022

Accounts Payable Cheques

Internet Banking

Electronic Funds Transfer Payment

Total

30,742.08

294,738.37

104,672.17

TOTAL \$

430,152.62

Carl Bickerdike,
Team Lead, Corporate Services

Attachments: Disbursement Register - April 2022

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Disbursement Register - April 2022

| Number | Name | Amount |
|----------|--|---------------------------|
| 20152 | 2021-EAB-059 | 3,568.54 Ash Tree Grant |
| 20153 | PARKVIEW HOMES (LOGAN DAVIDSON) | 497.50 |
| 20154 | THE FINCH MARKET | 206.32 |
| 20155 | EASTERN ONTARIO MODEL FOREST | 5,385.90 FSC Fee |
| 20156 | 782324 ONTARIO INC. | 1,083.43 |
| 20157 | 2022-SDGWAS-008 | 500.00 MFTIP - SDGF Grant |
| 20158 | EASTERN ONTARIO MODEL FOREST | 5,385.90 SDG - FSC fee |
| 20159 | POSTAGE ON CALL | 1,130.00 |
| 20160 | TOWNSHIP OF ALFRED & PLANTAGENET | 300.00 |
| 20161 | CLUB OPTIMISTE DE ST-ALBERT | 600.00 |
| 20162 | DALE BEQUETTE | 353.10 |
| 20163 | THE FINCH MARKET | 319.68 |
| 20164 | GREELY COMMUNITY ASSOCIATION | 300.00 |
| 20165 | KNIGHTS OF COLUMBUS COUNCIL 11725 | 300.00 |
| 20166 | 2022-SDGWAS-011 | 500.00 MFTIP - SDGF Grant |
| 20167 | 2022-SDGWAS-010 | 500.00 MFTIP - SDGF Grant |
| 20168 | 2022-SDGWAS-009 | 500.00 MFTIP - SDGF Grant |
| 20169 | THE RIVER INSTITUTE | 300.00 |
| 20170 | TRINITY BIBLE CHURCH OF OTTAWA | 300.00 |
| 20171 | 2021-EAB-065 | 2,150.00 Ash Tree Grant |
| 20172 | N. BEEHLER ELECTIC LTD. | 101.70 |
| 20173 | CHRIS CROWDER | 720.38 |
| 20174 | CHUBB LIFE INSURANCE COMPANY OF CANADA | 37.75 |
| 20175 | FARMER'S FORUM | 380.81 |
| 20176 | LANDERS AUTO GLASS & STEREO | 496.07 |
| 20177 | MCLEAN SIMON & ASSOCIATES | 2,825.00 |
| 20178 | 2021-APL-CW28 | 1,000.00 SNC Grant |
| 20179 | 2021-APL-CW19B | 1,000.00 SNC Grant |
| | | <hr/> 30,742.08 |
| | Internet Banking | |
| 10005412 | HYDRO ONE | 1,181.02 |
| 10006692 | TELUS | 1,876.17 |
| 10007500 | HYDRO ONE | 1,807.16 |
| 10007506 | MACEWEN PETROLEUM INC. | 923.07 |
| 10008102 | BELL CANADA | 54.11 |
| 10008106 | BELL CANADA | 224.20 |
| 10008111 | BELL CANADA | 1,031.69 |
| 10008115 | HYDRO ONE | 104.42 |
| 10009995 | FINCH FEED & SEED LTD. PURINA | 404.51 |
| 10009996 | HYDRO ONE | 34.59 |
| 20220406 | VISA - DEBORAH EDWARDS | 669.05 |
| 20220407 | THE BANK OF MONTREAL | 6,446.63 Pension |
| 20220407 | PAYWORKS | 138,233.81 Pay 7 |
| 20220418 | VISA - LORIE HENDERSON | 1,285.76 |
| 20220418 | VISA - RONDA BOUTZ | 328.42 |
| 20220418 | VISA - SANDRA MANCINI | 114.27 |
| 20220418 | VISA - MONIQUE SAUVE | 42.92 |
| 20220418 | VISA - ANGELA COLEMAN | 89.71 |

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| | | |
|-----------|------------------------|------------------|
| 20220418 | VISA - DEBORAH EDWARDS | 0.00 |
| 20220421 | THE BANK OF MONTREAL | 5,968.56 Pension |
| 20220421 | PAYWORKS | 130,556.29 Pay 8 |
| 20220430 | ROYAL BANK OF CANADA | 1,500.50 |
| 100000065 | UNION GAS LIMITED | 1,861.51 |
| | | <hr/> 294,738.37 |

EFT Banking

| | | |
|-------|---|----------------------------------|
| 10699 | ATEL AIR | 1,205.71 |
| 10700 | BEGG-SEGUIN HARDWARE LIMITED | 284.86 |
| 10701 | CANADIAN LINEN & UNIFORM SERVICE CORP | 28.25 |
| 10702 | COOTER'S AUTOMOTIVE | 1,838.62 |
| 10703 | D.M. WILLS ASSOCIATES LIMITED | 1,771.06 |
| 10704 | DRENTX FIELD SERVICES | 899.12 |
| 10705 | GERHARD KAUTZ | 34.16 |
| 10706 | LANNIN'S GARAGE | 1,096.97 |
| 10707 | LAURA CRITES | 807.67 |
| 10708 | LOCAL AUTHORITY SERVICE LTD | 334.44 |
| 10709 | THE NATION MUNICIPALITY | 231.43 |
| 10710 | PIERRE RICHER PLUMBING INC. | 53.03 |
| 10711 | SEAWAY EMBROIDERY | 43.51 |
| 10712 | SHANE SIGNS | 464.43 |
| 10713 | SHANNON MURRAY | 753.61 |
| 10714 | TED MORAN & SONS LTD. | 678.00 |
| 10715 | TECRANE SERVICE INC | 574.89 |
| 10716 | TRADUCTIONS CATMAC TRANSLATIONS | 1,781.15 |
| 10717 | FOREST TECHNOLOGY SYSTEMS LTD | 11,328.18 Climate Station Equip. |
| 10718 | ALISON McDONALD | 103.92 |
| 10719 | BRENT HARBERS | 229.98 |
| 10720 | CANADIAN LINEN & UNIFORM SERVICE CORP | 88.62 |
| 10721 | COTNAM HOLDINGS | 15.80 |
| 10722 | LANNIN HOME BUILDING CENTRE | 3.80 |
| 10723 | LANNIN'S GARAGE | 169.00 |
| 10724 | LOCAL AUTHORITY SERVICE LTD | 575.08 |
| 10725 | NOVA NETWORKS | 5,638.58 |
| 10726 | TOWNSHIP OF NORTH STORMONT | 268.52 |
| 10727 | PHILIP DUNCAN | 749.74 |
| 10728 | PIERRE RICHER PLUMBING INC. | 90.36 |
| 10729 | PATRICK PIITZ | 167.66 |
| 10730 | RYAN ROBSON | 214.68 |
| 10731 | SHANNON GUTOSKIE | 717.14 |
| 10732 | TENAQUIP INDUSTRIAL EQUIPMENT | 130.68 |
| 10733 | VINCENT DAGENAIS GIBSON LLP | 527.15 |
| 10734 | CANADIAN LINEN & UNIFORM SERVICE CORP | 28.25 |
| 10735 | LANNIN'S GARAGE | 194.35 |
| 10736 | LEXISNEXIS CANADA INC. | 104.74 |
| 10737 | MISSISSIPPI VALLEY CONSERVATION AUTHORITY | 1,323.00 |
| 10738 | OMERS | 37,723.08 Pension |
| 10739 | TENAQUIP INDUSTRIAL EQUIPMENT | 27.39 |
| 10740 | AIG INSURANCE COMPANY OF CANADA | 131.96 |
| 10741 | SUN LIFE ASSURANCE COMPANY OF CANADA | 15,638.22 Group Benefits |
| 10742 | ALAIN ENTERPRISES LTD | 1,881.45 |

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| | | |
|-------|---------------------------------------|------------------|
| 10743 | ATEL AIR | 2,421.03 |
| 10744 | STAPLES COMMERCIAL/TREVIPIAY | 211.83 |
| 10745 | CANADIAN LINEN & UNIFORM SERVICE CORP | 28.25 |
| 10746 | COYLE PUBLISHING INC | 672.35 |
| 10747 | ELISE LEFEBVRE | 111.31 |
| 10748 | EMOND HARNDEN | 3,154.96 |
| 10749 | FERGUSON FOREST CENTRE | 755.29 |
| 10750 | KATHERINE WATSON | 2,147.06 |
| 10751 | LANNIN'S GARAGE | 494.00 |
| 10752 | LATREMOUILLE | 1,697.26 |
| 10753 | RANGARD SECURITY | 110.69 |
| 10754 | SEAWAY EMBROIDERY | 627.15 |
| 10755 | SHANE SIGNS | 28.25 |
| 10756 | SIMPLY BAKED CATERING INC | 300.00 |
| 10757 | STORM INTERNET SERVICES | 169.50 |
| 10758 | WINCHESTER SPRINGS MOBILE WASH | 791.00 |
| | | <hr/> 104,672.17 |



To: Board of Directors
From: Ronda Boutz, Team Lead, Special Projects
Date: May 9, 2022
Subject: Request for Approval: Disbursements for 2022 Partnership Programs

RECOMMENDATION:

The Board of Directors approves undertaking and disbursement of funds for the following Partnership Programs in 2022:

| Program | 2022 Funds |
|--|------------------|
| 1. City of Ottawa Special Levy Programs | |
| a) Ottawa Ash Tree Replacement Program | \$200,000 |
| b) Ottawa Rural Clean Water Program | \$200,000 |
| c) Eastern Ontario Water Resources Program | \$50,000 |
| d) Ottawa Baseline Monitoring Program | \$42,500 |
| Total | \$492,500 |

DISCUSSION:

SNC delivers several programs on behalf of the City of Ottawa and in partnership with the Mississippi Valley (MVCA) and Rideau Valley (RVCA) Conservation Authorities. These programs are funded via a Special Levy from the City of Ottawa. This report outlines the recently approved 2022 special levy amounts for each Program.

1. City of Ottawa Special Levy Programs

a. Ottawa Ash Tree Replacement Program

The Ash Tree Replacement Program was developed and launched in 2018. The Program provides cost-share funding for landowners to remove trees infested with the Emerald Ash Borer (EAB) and replace them with native trees. The Program is delivered City-wide by SNC on behalf of the City, MVCA, and RVCA.

The City has approved \$200,000 in special levy funding for 2022.

b. Ottawa Rural Clean Water Program

SNC has delivered the Program, in partnership with RVCA and MVCA, since it started in 2000. As the Program lead, in addition to financial administration, SNC provides coordination for delivery, Program Committee meetings, and communications between the Program partners.



The Ottawa Rural Clean Water Program was renewed for another 5-year term (subject to annual budget approval) by the City of Ottawa in early May. A special levy of \$200,000 has been approved for 2022.

c. Eastern Ontario Water Resources Program (EOWRP)

The City of Ottawa provides annual funding via a special levy for projects that implement recommendations from the *Eastern Ontario Water Resources Management Study*. In 2022, the City has approved \$50,000, to be allocated as follows:

- i) **Advancing Early Warning Tools in the SNR Watershed**
A total of \$25,000 will support the improvement of SNC's Early Warning Systems for natural disasters, such as flooding and drought. This project includes the development of rating curves for a new stream gauge in South Bear Brook, an area that is located within the City of Ottawa urban expansion area. Data will enhance both the Flood Forecasting and Warning Program and the Low Water Response Program.
- ii) **Eastern Ontario Water Resources Program (EOWRP) Grants**
The remaining 2022 allocation (\$25,000) will be available for proposals from not-for-profit organizations, municipalities, conservation authorities, and academic institutes to undertake projects that protect water resources in Eastern Ontario. A call for proposals, projects review, and funding allocation will be completed through the Clean Water Committee. A small portion of the funding will support SNC staff to manage the proposal and grant payment process, and for EOWRP representatives on the Clean Water Committee.

d. Ottawa Baseline Monitoring Program

SNC samples 12 long-term baseline water quality sites across the City of Ottawa that are no longer sampled by the City. In 2022, the City has approved \$42,500 for staff to sample sites from May – December, this amount includes water quality analysis completed by the City's laboratory. SNC has been delivering this Program under a special levy since 2019.

FINANCIAL IMPLICATIONS/ADHERENCE TO SNC POLICY:

Compliance with Budget:

Ottawa Special Levy programs are included in the 2022 SNC Budget under Resource Management: Partner Programs: Forests on pages 16-17 (Ottawa Ash Tree Replacement



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Program) and Resource Management: Partner Programs: Water (Ottawa Rural Clean Water Program, Eastern Ontario Water Resources Program, and Ottawa Baseline Monitoring Program) on pages 18-19.

Please note, 2022 budget does not include carry over amounts of encumbered 2021 grant funds to be paid in 2022 as projects are completed. Disbursement of these encumbered funds was approved by the Board at the February 2022 meeting (Resolution No. BD-033/22).

SNC Policy Adherence:

Expenditures adhere to the SNC Purchasing Policy. Any purchases in the amount of \$25,000 or greater will be brought to the Board for approval.

All field work associated with the above-mentioned programs and projects adhere to SNC's Health and Safety Policy and Procedures.

Ronda Boutz,
Team Lead, Special Projects.



To: Board of Directors
From: Carl Bickerdike, Team Lead, Corporate Services
Date: May 11th, 2022
Subject: Request for Approval: Vehicle Purchase

RECOMMENDATION:

The Board of Directors approve the purchase of a vehicle at an upset limit of approximately \$42,000 plus applicable taxes.

DISCUSSION:

SNC maintains a safe, economical, and practical vehicle fleet to meet the needs of all departments. Vehicles are maintained and serviced regularly to maximize their life-cycle. Acquisition date, mileage, depreciation, and maintenance records are used to develop a replacement schedule for each SNC vehicle.

The range of electric vehicles has improved significantly in recent years, with several models now offering a range of over 400km on a single charge. Recent increases in gas prices have increased the financial benefit of running an electric vehicle. The following table provides an illustration of the approximate lifetime fuel costs of a typical gas vehicle in SNC's fleet with a typical electric vehicle.

| | 2022 Gas | | 2022 Electric |
|---|---|----------|--|
| Cost of fuel over 200,000km life span | Gas at \$1.00/litre | \$8,800 | \$3,800 |
| | Gas at \$1.50/litre | \$13,200 | |
| | Gas at \$2.00/litre | \$17,600 | |
| MSRP (Excluding tax, including federal rebates) | \$28,498 | | \$41,426 |
| Assumptions | 8.8 litres/100km combined fuel economy. | | Average range per charge of 350km on a 65kwh battery. Average electricity cost of \$0.01 per kwh. |



Staff recommend the purchase of an electric vehicle for the following reasons:

- The higher purchase cost of an electric vehicle will be fully offset by fuel savings over the life of the vehicle
- Maintenance costs for electric vehicles are lower than for the gas equivalent
- Reducing carbon emissions and air pollution is in line with SNC's mission.

Staff will seek quotes from local dealers based on available in-stock vehicles and municipal fleet pricing if possible. We will seek pre-order quotes if there are no adequate vehicles in stock.

FINANCIAL IMPLICATIONS/ADHERENCE TO SNC POLICY:

Compliance with Budget:

Vehicle purchase is included in the 2022 SNC Budget under Sewage Systems Review:

Vehicles: \$42,000 pages 50-51.

SNC Policy Adherence:

Vehicle acquisition will follow SNC's Purchasing Policy: Section C(iv) – purchases \$15,000 to \$100,000.

Carl Bickerdike,
Team Lead, Corporate Services



To: Board of Directors
From: Michelle Cavanagh
Date: May 6th, 2022
Subject: Request for Approval: Purchase of Trees and Shrubs

RECOMMENDATION:

The Board of Directors approve the purchase of trees and shrubs for habitat restoration on SNC lands at an approximate cost of \$50,000 plus HST.

DISCUSSION:

SNC is in the final year of a 3-year project under Ontario Power Generation's Regional Biodiversity Funding Program to restore habitat and increase biodiversity on South Nation Conservation (SNC) lands.

The project includes shoreline stabilization, invasive species removal and habitat restoration at three of SNC's properties; the Garlandside Road property near Limoges, the Gamble Property near Greely, and the J. Henry Tweed Conservation Area in Russell. An important component of stewardship projects is re-planting the sites with native species to stabilize the disturbed areas, prevent invasive species from becoming established, and increase biodiversity.

Staff have prepared planting plans for the properties with native trees and shrubs selected that are suitable for the site conditions. Stock will be sourced from suppliers local to our seed zone (seed zone 36). Planting is scheduled for September 2022.

FINANCIAL IMPLICATIONS/ADHERENCE TO SNC POLICY:

Compliance with Budget:

This project is included in the 2022 Budget under Resource Management: Projects: Habitat Restoration on pages 24 and 25.

SNC Policy Adherence:

Staff will adhere to SNC Purchasing Policy when sourcing the plant material, specifically page 4, section (C), subsection (iv) Purchases \$15,000 up to \$100,000.

Michelle Cavanagh,
Team Lead Stewardship.