



Board of Directors - Notice of Meeting

June 22, 2023

Time: 10:00 a.m.

SCRCA Administration Office/Remote
205 Millpond Cres., Strathroy

Tentative Agenda

1. **Chair's Remarks**
2. **Declaration of Pecuniary Interests Minutes**
3. **Adoption of Agenda**
4. **Presentations**
 - 4.1 Delegation from Gordon McAuslan
Accompanying correspondence Pg. 6-13
 - 4.2 Thames-Sydenham & Region Drinking Water Source Protection
Accompanying Update Report Pg. 14-15
5. **Minutes**
 - 5.1 Board of Directors April 20, 2023 Minutes Pg. 16-36
6. **Reports**
 - 6.0 GM's Report Pg. 37-38
 - 6.2 Tony Stranak CA Lease Agreement Pg. 39
(Accompanying draft agreement available under additional items)
 - 6.3 C.J. McEwen and Highland Glen CA Purchase Agreements Pg. 40-66
 - 6.4 A.W. Campbell House Pg. 67-81
 - 6.5 Seasonal Camping Site Compliance Pg. 82-99
 - 6.6 Seagar Park Shoreline Project Pg. 100-101
 - 6.7 Conservation Land Use and Signage Pg. 102-131
7. **Board Correspondence**
 - 7.1 Letter from Chatham-Kent re 2024 Budget Pg. 132-133
8. **Information Items**
 - 8.1(a) Business Arising Pg. 134
 - 8.1(b) WECI Projects Pg. 135
 - 8.1(c) Regulations Report Pg. 136-142
 - 8.1(d) Planning Report Pg. 143-146
 - 8.1(e) Revenue & Expenditure Report Pg. 147
 - 8.1(f) Disbursements Pg. 148
 - 8.1(g) 2023 General Levy Update Pg. 149
 - 8.1(h) Investments Pg. 150-159
 - 8.1(i) Communications Update Pg. 160-163
 - 8.1(j) Education Report Pg. 164-165
 - 8.1(k) Scholarship Report Pg. 166
 - 8.1(l) AOC Report Pg. 167-168
9. **In Camera** (separate package)
10. **New Business**
 - 10.1 Inventory of Programs and Services Pg. 169-176
11. **Adjournment**

Additional Items:

Draft Lease Agreement for Tony Stranak CA (related to item 6.2) Pg. 177 -183

This meeting is followed by a short Source Protection Authority meeting in order to accept an update report on (re)appointments of the Source Protection Committee.

Please contact Ashley (call 519-245-3710, 1-866-505-3710 or e-mail Afletcher@scrca.on.ca) at the Administration Office by June 20, 2022 if you are unable to attend.

- 6.2 Moved by: Seconded by:
That the Board of Directors acknowledges the report dated May 30, 2023 on the new lease agreement for the Tony Stranak Conservation Area in Dresden and approve the draft lease agreement with the Municipality of Chatham-Kent, leasing the Tony Stanak Conservation Area and Dresden Floodplain Acquisition properties to the Municipality.
- 6.3 Moved by: Seconded by:
That the Board of Directors acknowledges the report dated May 25, 2023 on the C.J. McEwen and Highland Glen Conservation Area draft purchase agreements, and provides preliminary approval of the draft purchase agreements and conservation easements for the disposition of the C.J. McEwen and Highland Glen Conservation Areas. Further, the Board of Directors direct staff to begin the 45-day public consultation period, upon the preliminary approval of the draft purchase agreements by the municipality.
- 6.4 Moved by: Seconded by:
That the Board of Directors acknowledges the report dated May 24, 2023 on the A.W. Campbell House and further approve the recommendation to apply to the Council of Brooke-Alvinston for a demolition permit for the A.W. Campbell house.
- 6.5 Moved by: Seconded by:
That the Board of Directors acknowledges the report dated May 25, 2023 on seasonal campsite structure building code compliance and further approve the recommendations outlined within the report.
- 6.6 Moved by: Seconded by:
That the Board of Directors acknowledges the report dated June 2, 2023 on the 2023-2024 WECI projects and further approves the proposal from Shoreplan Engineering Ltd for design of new shore protection structure along Seagar Park.
- 6.7 Moved by: Seconded by:
That the Board of Directors acknowledges the report dated June 6, 2023 on conservation land use and approves the posting of permitted use signage on all properties, based on the Authority's Risk Management and Land Classification Guidelines and further that the Board of Directors approve signage for the McKeough Upstream Lands reflecting no public access.
- 7.1 Moved by: Seconded by:
That the Board of Directors acknowledge the correspondence from the Municipality of Chatham-Kent, dated May 16, 2023 regarding considerations for the 2024 SCRCA budget."

Information Items

- 8.1 Moved by: _____ Seconded by: _____
That the Board of Directors approves the consent agenda and receives the accompanying items 8.1 (a) through 8.1 (l) as information.

In-Camera

- 9.1 Moved by: _____ Seconded by: _____
That the Board of Directors move in-camera at _____ a.m./p.m. with only the General Manager, Board Coordinator and Manager of Conservation Lands present, in order to discuss SCRCA property and legal matter.

- 9.2 Moved by: _____ Seconded by: _____
That the Board of Directors rise and report at _____ a.m./p.m. and return to regular business.

10. New Business

- 10.1 Moved by: _____ Seconded by: _____
That the Board of Directors approve the updated Inventory of Programs and Services, and further that the amount of \$30,980, representing a 2% increase in general levy, be incorporated into the 2024 and subsequent budget discussions for the purpose of funding Category 1 mandatory programs that have traditionally been funded solely through self-generated revenue or internal charges.

11. Moved by: _____ Seconded by: _____
That the meeting be adjourned.

From: Gordon McAuslan <gordonmcauslan@gmail.com>
Sent: Monday, June 5, 2023 5:16 PM
To: Ashley Fletcher <afletcher@scrca.on.ca>; Gordon McAuslan <gordonmcauslan@gmail.com>
Subject: Fwd: Meeting

Hi Sorry i forgot to add something so heres a new draft.

To Whom It May Concern

The SCRCA cant rule on the Ontario Building Code, only the Wyoming Building Inspectors can, scrca can only rule on park bylaws on decks and roofs , so they can only rule on deck heights, lengths and widths. The directors have been miss lead on information that caused an unfair vote, if voting on park deck and roof rules there were no stipulations in the by-laws till this year. I for this reason am asking for a new vote and Grandfather existing decks and roofs that are in good shape to be left alone. I will also be submitting a petition on behalf of all three parks. Till then
Gordon

From: Ashley Fletcher
Sent: Monday, June 5, 2023 1:50 PM
To: Gordon McAuslan <gordonmcauslan@gmail.com>
Cc: Ken Phillips <kphillips@scrca.on.ca>; Greg Wilcox <gwilcox@scrca.on.ca>
Subject: FW: Scan20004.PDF

Hi Gordon,

Thanks for forwarding the attached, but this appears to be a google search result and does not contain any relevant information for the Board to review in advance of your presentation. I understand you are currently driving, so when you have time *and it is safe to do so*, I will need you to provide me with the following in an e-mail, please:

- a brief statement of the issue or matter involved;
- the position to be taken;
- a brief statement of the general outcome expected by bringing the issue or matter to the Members;
- indicate your name, title (if applicable) and contact information
- any or all presentations and/or documents to be circulated to the Members (all materials must be compliant with the Accessibility for Ontarians with Disabilities Act).

If received by tomorrow (Tuesday, Jun 6) at noon, I will include this as part of the Board package.

Thanks and take care,

Ashley Fletcher

Administrative Assistant/Board Coordinator



From: Gordon McAuslan <gordonmcauslan@gmail.com>

Sent: Monday, June 5, 2023 1:33 PM

To: afletcher@scrca.on.ca; Ashley Fletcher <afletcher@scrca.on.ca>

Subject: Fwd: Scan20004.PDF

----- Forwarded message -----

From: **Gordon McAuslan** <gordonmcauslan@gmail.com>

Date: Mon, Jun 5, 2023, 1:06 p.m.

Subject: Scan20004.PDF

To: <aflecycer@scrca.comon.ca>

From: Ashley Fletcher
Sent: Monday, June 5, 2023 9:32 AM
To: gordonmcauslan@gmail.com
Cc: Ken Phillips <kphillips@scrca.on.ca>; Greg Wilcox <gwilcox@scrca.on.ca>
Subject: RE: meeting
Importance: High

Good morning Gordon,

I have not received your response to the e-mail below. As per our Administrative By-laws, *requests for delegations should include a brief statement of the issue or matter involved; the position to be taken; a brief statement of the general outcome expected by bringing the issue or matter to the Members; indicate the name, title (if applicable) and contact information of the proposed speaker; and any or all presentations and/or documents to be circulated to the Members (all materials must be compliant with the Accessibility for Ontarians with Disabilities Act).*

Without any information on the nature of your delegation, we are unable to include you within the meeting's agenda. The June 1st deadline has passed, however I can offer you an extension of Tuesday, June 6 at 12:00 p.m. to provide further details.

Sincerely,

About 10,500,000 results (0.54 seconds)

Limitations Periods

Ontario's new Limitations Act, 2002 came into force on January 1, 2004. One of the significant changes brought on by the new Act is the establishment of a basic limitation period of two years. This is the applicable limitation period for alleged building inspection negligence.



Blaney McMurtry LLP
https://www.blaney.com/sites/default/files/PDF

RECENT CASE LAW AND ONTARIO'S NEW BUILDING CODE

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- Do building permits expire Ontario?
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- Can you sell a house with unpermitted work Ontario?
- What happens if I finish my basement without a permit in Ontario?

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Sudbury News
https://www.sudbury.com/letters-to-the-editor/why...

Why no statute of limitations on building permits?

Aug 19, 2013 — A building permit needs to be applied for after 30 years when nothing is going to be built with it? Not only are they going to have to pay the ...

Ontario.ca
http://www.ontario.ca/document/building-permits

Building permits | Citizen's guide to land use planning

Jan 15, 2019 — For a more complex building, such as a hospital, the timeframe is 30 days. Within this timeframe, a municipality must either issue the permit, ...

https://www.ontario.ca/laws/statute

Building Code Act, 1992, S.O. 1992, c. 23

(g) enabling the chief building official to require that a set of plans of a building or any class of buildings as constructed be filed with the chief building ...

Lexology
https://www.lexology.com/canada/goodmans-llp

The Clock Is Ticking: New Statutory Limitation Periods in ...

Jun 18, 2007 — The Limitations Act 2002(1) provides that parties should commence an action within two years of the date on which the claim is discovered.

Toronto
https://www.toronto.ca/backgroundfile-168152-PDF

REPORT FOR ACTION Expiry Dates for Building Permits

Jun 14, 2021 — City Council also adopted by-law changes in 2019 to provide clear guidance on how the Division proceeds with revocation after a reasonable time ...

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Did you mean, Can you get a building permit? Apply for an get a building permit on property you **don't** own.

The building code requires that the person applying for a building permit must: be the owner or an authorized agent of the owner. the owner's residential address and the address of the property that is the site of the construction must be included. contact information for the owner and designer must be included.

Measurite.ca
https://measurite.ca/about-building-permits/... :

Applying for a Building Permit - Measurite

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Ontario.ca
http://www.ontario.ca/document/building-permits :

Building permits | Citizen's guide to land use planning

Jan 15, 2019 — A building permit is necessary when you wish to construct, renovate, demolish or change the use of a building. Building Code enforcement, ...
When you need a building permit · How you apply for a building...

People also ask :

What happens if you build without a permit in Ontario?

What happens if you build without a permit in BC?

What happens if you build without a permit in Alberta?

How much does a building permit cost in Ontario?

Feedback

RénoAssistance
https://www.renoassistance.ca/Resources/Advice :

What You Need to Know About Building Permits in Ontario

Nov 1, 2019 — Our experts have the answers to the 6 questions you should be asking yourself about building permits in the Greater Toronto Area.

Canadian Home Inspection Services
https://www.canadianhomeinspection.com/permit-no... :

Permit or No Permit?

You need a building permit to: construct a new building or accessory structure greater than 10 square metres in area, renovate, repair or add to a building ...


Van Geest Group
https://vangeestgroup.com/when-is-a-building-permi... :

When Is a Building Permit Required in Ontario?

A building permit is required in Ontario for almost all domestic renovation projects before construction of any kind begins. This includes the addition, repair, ...

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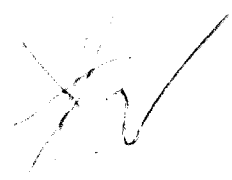
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Can I put a roof over my deck? In most cases, yes! If you're looking to add a roof to your deck, you can do this by installing additional supports. Unless you have construction experience, it's best to hire professionals to do this for you.



 Legacy Service
https://legaryusa.com/how_to_do_it/

How to Build a Roof Over My Existing Deck - Costs, Designs

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- Can I cover my existing deck?
- What is the roof over a deck called?
- What do you need to build a roof over a deck?
- Is it worth it to cover deck?

Ashley Fletcher

St. Clair Region Conservation Authority
Administrative Assistant/ Board Coordinator
(519) 245-3710 ext. 200

Afletcher@scrca.on.ca

205 Mill Pond Cres.
Strathroy ON N7G 3P9



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From: Ashley Fletcher <afletcher@scrca.on.ca>

Sent: Tuesday, May 23, 2023 12:54 PM

To: gordonmcauslan@gmail.com

Cc: Ken Phillips <kphillips@scrca.on.ca>; Greg Wilcox <gwilcox@scrca.on.ca>

Subject: Re: meeting

Hello Gordon,

We acknowledge your request a delegation to the Board of Directors for the June 22 meeting. The meeting is scheduled to begin at 10:00 a.m. and will take place at our administration office, with a mixture of in-person and electronic participation. If you will be providing any written materials or presentation slides, a copy of your document(s) is required by Thursday, June 1st, for inclusion within the board package. All written materials must be formatted in compliance with Accessibility for Ontarians with Disabilities Act, 2005 (AODA). Please see the following link for details:

<https://www.ontario.ca/page/how-make-information-accessible>

For your reference, I have attached our Administrative By-Laws and included the excerpt below, which outlines our policy on delegations to the Board.

4.12 Delegations

Any person or organization who wishes to address the Authority may make a request in writing or email to the Secretary-Treasurer. The request should include a brief statement of the issue or matter involved; the position to be taken; a brief statement of the general outcome expected by bringing the issue or matter to the Members; indicate the name, title (if applicable) and contact information of the proposed speaker; and any or all presentations and/or documents to be circulated to the Members (all materials must be compliant with the Accessibility for Ontarians with Disabilities Act). If such request is received fourteen (14) days in advance of a scheduled meeting, the delegation shall be listed on the published agenda.

Any person or organization requesting an opportunity to address the Authority, but not having made a written request to do so in the timelines specified above, may appear before the meeting if approved by a majority of Members present, or shall be listed on the published agenda for the following meeting.

Except by leave of the Chair or appeal by the leave of the meeting, delegations shall be limited to one (1) speaker for not more than ten (10) minutes.

Speakers will be requested not to repeat what has been said by previous speakers at the meeting. Delegations are limited to one (1) meeting of either the Board of Directors, Executive Committee or Advisory Board, except by approval of the Chair to be heard at an additional meeting(s). A returning delegation will only be allowed to speak again if new, relevant information has become available since their previous presentation. The Chair may choose to end a returning delegation's presentation if, in the opinion of the Chair, the new information being presented is not relevant to a decision facing the General Membership.

Please let me know if you have any questions or concerns.

Ashley Fletcher
St. Clair Region Conservation Authority
Administrative Assistant/ Board Coordinator
(519) 245-3710 ext. 200
afletcher@scrca.on.ca
205 Mill Pond Cres.
Strathroy ON
N7G 3P9

From: Gordon McAuslan <gordonmcauslan@gmail.com>
Sent: Monday, May 8, 2023 8:19 PM
To: Ashley Fletcher <afletcher@scrca.on.ca>
Subject: meeting

I would like to request to book a spot at your June board meeting, I believe is on June 22/23, could you please confirm the time and date, I would also like to address the directors at that time about the decks at the parks, I await your reply. Gordon McAuslan seasonal camper.



Report to St. Clair Region Conservation Authority Board of Directors
Cc SP Management Committee **Date** June 5, 2023
From Julie Welker, Source Protection Coordinator
Re: Drinking Water Source Protection Program Update

Purpose

To provide information to the St. Clair Region Conservation Authority Board of Directors on the most recent activities and progress of the Drinking Water Source Protection program.

Current Status of the Source Protection Program

The Thames-Sydenham and Region Source Protection Plan, approved in September 2015, came into effect on December 31st, 2015 and implementation of the plan policies is now well underway. For the past eight years Conservation Authority staff from the Thames-Sydenham and Region have been supporting implementation of the local source protection plan and are monitoring local implementation progress. Additionally, UTRCA has signed agreements with seven municipalities in the Region to provide risk management services and implement plan policies on their behalf.

Local Progress Updates

New Source Protection Committee Chair Re-Appointed

On March 22nd, the Source Protection Programs Branch re-confirmed that Mr. Dean Edwardson had been appointed by the Minister of the Environment and Conservation And Parks as the re-appointed Chair of the Thames-Sydenham Source Protection Committee. We are pleased to have Mr. Edwardson, a long-standing industry representative on the committee, to continue as the leader for the Committee.

Source Protection Committee (re) appointments

In May 2023 the Striking Committee (made up of Chairs and Vice Chairs of each of the three Conservation Authority Boards of Directors) met to review and select members for the SPC for the positions whose terms end June 1, 2023. According to the Act, it is the responsibility of each Striking Committee member to report back to their respective Source Protection Authorities (in this case Upper Thames River Source Protection Authority) on the results of the selection. The following are the results of this process:

Jason Migchels, representing Lambton County – Appointment (term expires June 2027)
 Matthew Jauernig, representing Oxford County – Re-appointment (term expires June 2027)
 Johnny Bowes, representing Perth County, Huron County, Stratford, St. Marys – Re-appointment (term expires June 2027)
 Carl Kennes, representing the Golf Industry – Re-appointment (term expires June 2027)
 George Marr, representing the public – Re-appointment (term expires June 2027)
 Gary Eagleson, representing the public – Re-appointment (term expires June 2027)
 We still are searching for an Agricultural representative.

2022-2024 Budget and Work Plan

MECP approved a new funding agreement for the Thames-Sydenham Source Protection Region which runs from April 1st, 2022 to March 31st, 2024. The objective of this grant funding agreement is to enable the Conservation Authorities to continue to support implementing bodies and maintain local awareness of source protection.

Risk Management Services Renewal

UTRCA has established a regional Risk Management Office on behalf of seven municipalities, including the Municipality of Chatham-Kent, LAWSS and St. Clair. SCRCA employee, Steve Clarke is acting as the Risk Management Official for these municipalities under an agreement between SCRCA and UTRCA. The service agreement with the seven municipalities was for an initial period of two and a half years (June 1, 2021 to December 1, 2023). UTRCA has proposed an option for renewing the service agreement for an additional three years. The Municipality of Chatham-Kent, LAWSS, St. Clair, the Township of Perth East, the Township of West Perth, the Town of St. Marys, and the Town of Stratford have formally approved the agreement renewal.

Section 36 Work Plan

At the time that the Thames Sydenham and Region Source Protection Plan was approved in September 2015, the Minister ordered the Source Protection Authorities to prepare and submit a work plan under Section 36 of the Clean Water Act and submit it to the ministry by November 30, 2018. The work plan is a comprehensive overview of the program along with any new system changes that need to be incorporated as part of amendments to the Assessment Report and Source Protection Plan. The work plan must be developed in consultation with the Source Protection Committee, participating municipalities, and the MECP. This work plan was submitted last July 2022. We are still waiting to hear final approvals.

Section 34 Amendments

The Source Protection Committee is expecting to go through multiple amendments to the Assessment Reports and Source Protection Plans as systems are aging out, communities are growing and new science emerges.

2021 Director Technical Rules

In December 2021, MECP released an amended version of the Technical Rules with the aim to clarify terminology; clarify the information needed to conduct a water quality climate change risk assessment; clarify situations where a surface-water-based WHPA-E is to be delineated; and update the Tables of Drinking Water Quality Threats. These changes has led to multiple draft new and amended policies proposed by the Source Protection Committee. These are expected to be submitted to the province for approvals in September, 2023.

Prepared by:

Julie Welker
Source Protection Coordinator



Board of Directors Meeting Minutes

Date: April 20, 2023

Time: 10:00 a.m.

SCRCA Administration Office/Remote via Zoom

Directors Present: John Brennan, Pat Brown, Sue Cates, Greg Grimes, Frank Kennes, Anne Marie Gillis, Don McCabe, Don McCallum; Mary Lynne McCallum, Ross O'Hara, Kristen Rodrigues, Jerry Westgate

Remote: Al Broad, Terry Burrell, Aaron Hall, Rhonda Jubenville, Adam Kilner, Betty Ann MacKinnon, Steve Miller, Lorie Scott

Regrets: Emery Huszka

Staff Present: Donna Blue, Manager of Communications; Melissa Deisley, Director of Planning and Regulations; Chris Durand, Manager of IT/GIS; Ashley Fletcher, Administrative Assistant/ Board Coordinator; Chunning Li, Director of Corporate Services; Tim Payne, Manager of Forestry; Ken Phillips, General Manager; Girish Sankar, Director of Water Resources; Greg Wilcox, Manager of Lands

Guests Present: Brenda Barton, Joe Bourgeois, Jeanne Chalmers, Pete Fisher, Dan Nesbitt, Rob Newport, Larena Parkhouse, Jim Perry, Yvonne Perry, Larry Roberts, Lisa Roberts

The Chair welcomed everyone to the meeting and requested that each Director declare a conflict of interest at the appropriate time, on any item within this agenda in that a Director may have pecuniary interest.

Larry Gordon of Point Edward passed away on March 17, 2023. Larry served on our Board of Directors, representing the Village of Point Edward for 7 years, three of which he served as Vice-Chair. Larry was a strong supporter of SCRCA, who always provided thoughtful points and discussion in his signature broadcaster's voice. He will be greatly missed. On behalf of St. Clair Conservation, flowers were sent to Larry's family and a memorial tree will be planted in his memory. For those who would like to attend, a Celebration of Life will be held on June 1, 2023 at the Seaway Kiwanis pavilion in Canatara Park from 4 p.m. to 7 p.m.

Petrolia Mayor Brad Loosley is taking a temporary leave of absence from council to focus on a medical issue, Petrolia Councillor Ross O'Hara has been appointed as an interim Director on the Authority board. We wish Mayor Loosley good health and hope he is able to return to council soon. We welcome Ross O'Hara to the Board of Directors.

All guests of the meeting were welcomed and the Chair acknowledged the request for a delegation relating to the rules and regulations for seasonal campsite structures. A majority vote from the board allowed Mr. Pete Fisher the opportunity to address the Board.

Mr. Pete Fisher read aloud his concerns, as per the correspondence sent to all Directors via e-mail on April 14, 2023.

Directors Comments:

A question and answer period with Manager of Conservation Lands, Greg Wilcox confirmed the following points:

- Accessibility was not a factor in the initial inspection of campsite structures, however if deemed necessary, grandfathering may be considered with adjustments made to railings and railing height on a case-by-case basis.
- Lambton County has indicated they would issue after the fact permits, once building code is satisfied. The building department representing Southwest Middlesex has indicated that they would not issue after the fact permits.
- One on one meetings with affected seasonal campers will be held in May to assess specific situations
- Some affected sites may be addressed with little to moderate effort such as grading or lowering.
- Roofs will not be permitted
- Waiver presented to seasonal campers must be signed to be provided a 3-year grace period. Waivers must be signed before a 2024 seasonal site deposits will be accepted in September/October of 2023.

Directors will be provided with a report in June, following the one on one meetings with seasonal campers and will provide better clarity on next steps.

Vice Chair Lorie Scott thanked Manager of Conservation Lands, Greg Wilcox for taking the time to investigate issues on an individual basis and expressed appreciation to the seasonal campers in attendance, and those who have written in, for their insight. It was noted that as an Authority, Staff and Board have a responsibility to follow and conform to safety regulations.

BD-23-32

Brennan – Westgate

“That the Board of Directors receive a delegation from Mr. Pete Fisher on behalf of seasonal campers regarding the rules and regulations for seasonal campsite structures, and that he be heard for a maximum of 10 minutes and further, that delegation(s) on this topic will not be heard at the June 22, 2023 Board of Directors meeting.”

CARRIED

BD-23-33

Gillis – Kennes

“That the Board of Directors adopts the agenda for the meeting as presented.”

CARRIED

The minutes of the Board of Directors Annual General Meeting, held March 10, 2023 were reviewed.

BD-23-34

Scott – MacKinnon

“That the minutes of the Board of Directors meeting, held March 10, 2023, be approved as distributed.”

CARRIED

Director of Water Resources, Girish Sankar provided a presentation on the roles and responsibilities of the water resources department, including flood forecasting and the operation of the McKeough Dam, where specific criteria is met.

BD-23-35

Grimes – Westgate

“That the Board of Directors acknowledge the presentation from Girish Sankar on the Water Resources department.”

CARRIED

Operations

- The General Manager attended via Zoom a General Managers/CAO meeting with Conservation Ontario to discuss forthcoming changes to regulations and policies concerning services offered by conservation authorities and apportionment strategies on February 23.
- The General Manager Attended a Conservation Ontario General Managers/CAO meeting to discuss changes to the Provincial Policy Statement and anticipated changes to Section 28 (Permits and Regulations) of the Conservation Authorities Act on March 20.
- The General Manager attended a Source Water Protection meeting on March 24 hosted at Upper Thames Conservation Authority. It was the first in-person meeting since 2020.
- The General Manager attended Zoom meeting with Greg Wilcox, Manager of Conservation Areas and Plympton-Wyoming staff on March 22 to discuss the disposition of the Highland Glen and McEwen properties to the municipality.
- The General Manger attended a Management Committee meeting of the Source Water Protection group to discuss information packages to all municipalities and vacancies with staff (Risk Management Official) and on the SWP Board and to devise a strategy to fill these vacancies.

Community/Partnership Outreach

- The General Manager attended a March 1 information breakfast hosted by the Sarnia-Lambton Chamber of Commerce Green Committee. SCRCA staff member Craig Paterson did a well received presentation on the organization's turtle recovery program.
- The SCRCA will be partnering with the Sarnia-Lambton Chamber of Commerce on April 22 for an Earth Day event at Wawanosh Wetland Conservation Area. Imperial Oil will be donating trees for a giveaway to the public and SCRCA staff will provide advice on how to plant trees.
- The General Manager attended several meetings of the BASES Emergency Preparedness Committee and will be attending this year's shelter in place exercise hosted by St. Clair Township.
- The General Manager has organized a community outreach event for Petrolia for May 10 to provide information to the public on ways to storm proof private properties.

Federal/Provincial/Municipal Meetings

- The General Manager did overview presentations and answered questions from council members for the Chatham-Kent (February 6), Brooke-Alvinston (February 9), Petrolia (February 13), St. Clair Township (February 21) and Plympton-Wyoming (February 22). He answered general questions from members of council about SCRCA programs and activities.
- The General Manager attended a Zoom meeting February 26 regarding Middlesex Centre's Transportation Master Plan. SCRCA has a property in Centre Middlesex (Coldstream Conservation Area) that borders main roadways.
- The General Manager held a Zoom meeting for new members of the Board of Directors to answer any questions they may have stemming from their orientation. Any new members that could not attend are invited to contact the General Manager to arrange an opportunity to meet.

BD-23-36

McCallum, Don – Burrell

“That the Board of Directors acknowledges the General Manager’s report, dated April 11, 2023.”

CARRIED

Conservation Ontario (CO) held its AGM on April 3 in Richmond Hill. It was the first in-person meeting of Council since March of 2020.

Chris White from Grand River was acclaimed as the Chair for 2023 (his first term) and Pierre Leroux from South Nation and Robert Rock from Kawartha were acclaimed as Vice

Chair (their first terms). Linda Laliberte, CAO of Ganaraska, Rob Baldwin, CAO of Lake Simcoe and Chandra Sharma, CAO of Niagara, were appointed as Directors at Large.

Three SCRCA staff were appointed to CO committees:

Girish Sankar, Director of Water Resources was appointed to the Water and Erosion Control Infrastructure (WECl) Committee

Nicole Drumm, Special Projects Technician and Ken Phillips, General Manager, were appointed to the Lake Erie Action Plan Implementation Team.

Several other SCRCA staff currently serve on working groups and committees for CO:

Melissa Levi (Environmental Education) is the current Co-Chair of the Outdoor Education Annual Conference Steering Committee

Chris Durand (Manager, IT and GIS) is the Chair of the Conservation Authority Regional IM/GIS Working Group: Western Ontario

Emily De Cloet (Water Resource Specialist) is a member of the Drinking Water Source Protection (DWSP) Communications Working Group, the Ontario Hydrometric Program Coordinating Committee (Ministry of Natural Resources and Forestry and Water Survey Canada) and the Provincial Flood Forecasting and Warning Committee (PFFWC) (Ministry of Natural Resources and Forestry)

CO's financial statements were presented and approved by Council. CO posted a surplus of \$85,963 for 2022 with \$830,876 in deferred revenue for 2023 out of a total budget of \$8,010,301 (combined special projects and operations).

CO Council approved the Special Operation Budget of \$8,921,270 with the bulk of the funding coming from Federal and Provincial ministries and grants.

CO staff provided a report on Board of Directors by-law revisions that are required to meet changes to the Conservation Authorities Act. SCRCA staff will be making the necessary changes to ensure that the organization is compliant with the Act.

Director Comments:

Director Greg Grimes wished to highlight the fact that SCRCA staff are active at the provincial level, participating on various committees.

BD-23-37

Miller – Kennes

“That the Board of Directors receive for information the report dated April 11, 2023 concerning the April 3, 2023 Conservation Ontario Annual General Meeting.”

CARRIED

Recently, the SCRCA has undertaken a review of their fleet and associated maintenance requirements. The SCRCA has not purchased a new vehicle since 2019. The majority of the current fleet was purchased between 2011 and 2015 with the oldest truck in the fleet being a 2006 model year.

Management has explored the option of using a fleet service company to meet current and future vehicle needs. However, due to a lack of new vehicles available in the marketplace, there are no fleet service companies that can meet the requirements of the SCRCA. In speaking with other conservation authorities currently utilizing fleet services, the shortage of work vehicles across all sectors has led to fleet companies issuing used vehicles of questionable quality and durability.

Two vehicles in the SCRCA fleet have reached the end of their service life and repair costs to keep them road worthy far exceed their value. Prior to the Pandemic of 2020, the SCRCA was beginning the process of replacing vehicles on a regular basis (every three to four years) to maximize trade in value. Going forward, the organization will once again undertake this practice.

Due to a shortage of standard work trucks globally, staff are recommending that two vehicles with light duty capacity be purchased.

Strategic Objectives(s):

Goal 1.3 Asset Management

Financial Impact:

Funds removed from Equipment Reserve will be recovered through internal chargebacks to SCRCA departments.

BD-23-38

Burrell – Scott

“That the Board of Directors acknowledge the report dated April 12, 2023 on the SCRCA vehicle replacements and approve the transfer of up to a maximum of \$100,000 from the Equipment Reserve to purchase two new vehicles for the SCRCA fleet; And further, that the Board of Directors approves the disposal of the 2013 Chevrolet Sierra (Fleet Vehicle #10) and 2012 GMC Orlando (Fleet Vehicle #11) from the SCRCA fleet inventory.”

CARRIED

In April of 2022, SCRCA implemented a Risk Management and Land Classification Guideline. As part of the Risk Management Program, a committee meets at least once annually to review the program. On February 13, 2023, the Risk Management Committee met to review the program for 2022.

New in 2022:

- Facility rental agreement and waiver developed for rental of the Coldstream soccer field and all pavilions
- Increased use of social media and media releases to communicate service interruptions at SCRCA owned and managed properties (trail improvements, parking lot upgrades, bridge replacement, etc.)
- Service interruption page created on SCRCA website to further improve communications
- Citywide Maintenance Manager software and mobile app used to schedule and track conservation area property inspections and work orders
- Mergin Maps mobile app used to identify, and track hazard tree removals
- All seasonal campers required to show proof of liability insurance
- 3rd party security hired to patrol campgrounds on busy nights to enforce rules

Risk Assessments:

In 2022, risk assessments were completed for nine Conservation Areas and Lambton County properties. Assessments were conducted at the following properties:

- Clark Wright CA
- Coldstream CA
- Peers Wetland CA
- Strathroy CA
- Strathroy Marsh Walk
- Wawanosh Wetlands CA
- Lambton County Heritage Forest
- Marthaville Habitat Management Area
- Perch Creek Habitat Management Area

Common hazards identified included:

- Insufficient railings on bridges
- Poison ivy along trail edges
- Need for additional signage
- Drowning risk (deep water, skating, high flows during flooding, etc.)
- Dog bite risk
- Poor lighting in parking lots
- Parking lots with minimal or no snow removal

No hazards deemed “high risk” were identified.

Staff are investigating potential mitigation measures and implementing as budgets permit. Priority is given to higher risk mitigations.

In 2023 additional risk assessments will be completed at SCRCA managed campgrounds and other Authority properties.

2022 Property Inspections:

Through the use of the Citywide Maintenance Manager program, staff completed 84 property inspections. Sixty-nine work orders were created that were the direct result of an inspection. At end of year, 58 of these work orders had been completed. An additional 46 work orders not connected to inspections were completed at SCRCA conservation areas and managed lands. Common work orders were bridge repair, boardwalk repair, tree removal, pothole repair, trail widening, and signage replacement.

3rd Party Playground Inspections:

In late summer, playground inspections were completed by Playchek Services Inc. at Coldstream CA, A.W. Campbell CA, L.C. Henderson CA, and Warwick CA. Deficiencies were identified at all sites. In 2023, three swing sets will be replaced, one teeter-totter will be removed, and many playground equipment hazards will be repaired/replaced. New playground wood chip surfacing will be installed at 1 playground and 2 swing set areas. Most other playground areas will have the protective surfacing topped up to improve its cushioning properties.

Policy Recommendations:

Inspection frequencies for each category of property are identified in the SCRCA Risk Management and Land Classification Guideline. Higher Liability properties (includes the 3 campgrounds) are currently inspected bi-weekly (alternating weeks) during the active camping season. Two additional inspections are completed from November through April.

This practice was implemented in 2022, however, bi-weekly inspections were not achieved. Campground inspections are very thorough and take staff a day or longer to complete. Staff need time to complete the necessary repairs/upgrades identified during inspections and prioritized repairs over additional inspections.

It is recommended that Higher Liability Property inspections (campgrounds) are completed monthly from May through October with two additional inspections between November and April. This will provide a better balance of staff resources between inspection and repair/upgrades.

Current guidelines are shown in the table below.

SCRCA Risk Management and Land Classification Guideline	
Property Category	Current Inspection Frequency
Higher Liability	Inspected bi-weekly (alternating weeks) during the active camping season. Two additional inspections completed from November through April. Seasonal camping area patrolled bi-weekly during the off-season to monitor for security concerns or other obvious issues and report observed concerns to the owner of the trailer.
Moderate Liability	Inspected monthly from May through October. Two additional inspections November to April (reasonably spaced out).
Minimal Liability	Inspected every other year, prior to an upcoming forestry harvest, or when staff receive a complaint/concern they deem warrants inspection.
Leased Properties	Inspected once annually, during the snow free season.
Playgrounds	Inspected monthly from May through October.

BD-23-39

Kennes – Burrell

“That the Board of Directors acknowledges the report dated March 29, 2023, and approve the recommendation to change the frequency of higher liability property inspections as outlined in this report.”

CARRIED

On April 7, 2020 the Township of Dawn-Euphemia sent correspondence to the Authority to determine if there was interest in transferring ownership of Shetland CA to the municipality. At the September 17, 2020 board of Director’s meeting, the Directors voted 14-6 in favour of the Authority maintaining ownership and entering into a lease agreement with the municipality.

On January 1, 2022 the Township of Dawn-Euphemia and the SCRCA entered into a lease agreement for the municipality to manage and maintain the Shetland CA.

Conservation Authority Flood Plain Acquisitions:

Conservation Authorities including SCRCA have acquired floodplain lands and flood vulnerable structures to minimize flood impacts. Many of the lands owned by the Authority were flood plain acquisitions. Although Shetland CA was acquired by donation, the property is almost entirely mapped as flood plain and aligns with this program.

Conservation lands (including flood plain acquisitions) are developed to allow for compatible recreation that benefit watershed residents.

Conservation Authorities are the second biggest landowner in Ontario, behind the Province. Approximately a third of these lands are designated as natural hazard lands and help to prevent and control flooding and erosion.

Purchase Agreement with the Shetland Picnic Corporation:

In the purchase agreement the condition set by the Shetland Picnic Corporation is that the Authority hold the land for their sole and only use forever. It is important for the Authority to follow the wishes of land donors.

The original request from the Township of Dawn-Euphemia as well as excerpts of the the purchase agreement with condition set by the Shetland Picnic Corporation and minutes of the September 17 meeting were reviewed.

Directors Comments:

Director Alan Broad requested that the report dated March 24, 2023 on the Board decision to maintain ownership of the Shetland Conservation Area be forwarded to the Township of Dawn-Euphemia for information.

BD-23-40

Scott – Gillis

“That the Board of Directors acknowledges and receives for information the report dated March 24, 2023 on the Board decision to maintain ownership of the Shetland Conservation Area.”

CARRIED

In Feb. 9, 2023 Executive Committee Meeting, Committee members requested that a report be brought forth to the April Board of Directors meeting to confirm whether the Municipal Act, under which the Authority’s Investment Policy adheres, restricts any particular types of investments.

Staff researched eligible investments in Municipal Act, 2001 Ontario Regulation 438/97, and reached out to Scotia investment advisor. The investments in the current portfolio are made up of mostly Canadian as well as global bonds, and about 53% of the portfolio sits outside the Act. The advisor indicated it was his first time to see this requirement for the Authority, and given that interest rates are expected to drop by the end of this year, he suggests a gradual transition out of the current portfolio and into the revised portfolio that fits within the Act. He indicated that the portfolio has had excellent conservative growth until the past 18 months. When the interest rates drop back down, the appreciation in bonds will inject growth into the portfolio, so he recommends to move 25% of the portfolio each quarter if the Board wants to be more strictly onside with the Act.

BD-23-41**Burrell – Kennes**

“That the Board of Directors acknowledge the report dated March 31, 2023 regarding the Scotia investment types, and further direct to move 25% of the portfolio each quarter to bring Scotia investment to be more strictly in line with eligible investments in Municipal Act.”

CARRIED

- 4 Projects were initially submitted to the WECI program 2023-2024
- The WECI Program was under subscribed and a second call for projects was announced and SCRCA has submitted 3 additional projects to the WECI program
- A list of 7 WECI projects submitted for 2023-2024 is outlined in the table below
- All applications will be reviewed by a committee, made up of Provincial and Conservation Authority staff representatives, in late March or early April, and will be ranked in comparison to all submitted projects from across the Province
- If funding is confirmed for this program, a list of approved projects may be available in May 2023

Structure	Project Name	Description of Work	Total Project Cost (\$)	Grant Requested (\$)
Sarnia Shoreline Protection	Shoreline Repair (Penhuron to Kenwick Street)	Carry out construction of shoreline protection as per the design	\$800,000	\$400,000
Seagar Park	Seagar Park Shoreline Restoration	Design and Construction of Shoreline restoration at Seagar park	\$500,000	\$250,000
W. Darcy McKeough Floodway	Floodway Access lane Repairs	Repair floodway access lanes	\$60,000	\$30,000
W. Darcy McKeough Floodway	Drainage improvement and fence repairs	Repair ruts, potholes and improve drainage at the top of the berm	\$50,000	\$25,000
Lambton Area Water Supply System	LAWSS Shoreline Repair	Carry out construction of shoreline protection as per the design (ongoing)	\$400,000	\$200,000
A.W. Campbell Walkway	Walkway Decommissioning	Decommission the walkway to the drop tube structure. Walkway is deteriorated and is in poor condition	\$20,000	\$10,000
L.C.Henderson Weir	LCH Weir Repair Project	Repairs to asphalt weir crossing. The top of the weir has asphalt surfacing that is experiencing erosion and is failing.	\$40,000	\$30,000

BD-23-42

McCallum, Mary Lynne – Scott

“That the Board of Directors acknowledges the report dated March 30, 2023 on Water and Erosion Control Infrastructure Projects and approves the projects submitted for funding in 2023-2024, and further will assist staff in obtaining matching funds, where required, to support these projects upon confirmation of funding approval.”

CARRIED

7.1 (a) Business Arising

The report on business arising was reviewed.

7.1 (b) Current Watershed Conditions

Report Highlights

- Water levels on the surrounding Great Lakes are projected to remain above average over the next six months
- The current flood threat is low to moderate owing to lower waters but higher reactivity from saturated soils
- Precipitation trends err on the side of below normal, interspersed with above-normal events

Precipitation

- In general, Sarnia and Strathroy both saw bouts of below-average precipitation over the past year, with much of the winter seeing below 80% of normal values, with the exception of Strathroy in January and Sarnia in February.
- All Great Lakes saw above average precipitation in February, with the Lake Superior basin receiving 138% of its long term average, and 142% in the Lake Michigan-Huron basin

Lake Levels

- In February, Lakes Huron and Erie both fell compared to their mean water level for the previous year, 13 cm and 6 cm respectively; Lake St. Clair saw a rise in its mean water level by 11 cm.
- All lakes remained above their long-term average, however Lakes Huron and Erie were both down from their 2020 record highs; 84 cm and 54 cm respectively; Lake St. Clair was 63 cm below its 1986 record.
- Six month projections indicate that water levels on the surrounding Great Lakes will likely be similar to 2022, and could see either a rise or fall in levels depending on the precipitation inputs and net basin amounts

Flood Threat

- The flood threat is currently low to moderate
- Lower water levels on the Great Lakes (compared to previous years) have enabled a greater storage capacity upstream in Wallaceburg.
- Recent Spring rains have reduced the storage capacity in the soil, resulting in water levels reacting more quickly to new precipitation inputs
- Further Spring rain events have the potential to cause minor, nuisance flooding into natural floodplain areas; conditions for major flooding do not exist at the time of this report

7.1 (c) Regulations Activity Report

The regulations activity report covering the period of Feb 1, 2023 to March 31, 2023 was reviewed.

7.1 (d) Planning Activity Report

The planning activity report covering the period of Feb 1, 2023 to March 31, 2023 was reviewed.

7.1 (e) Revenue and Expenditures

The statement of revenue and expenditures as at February 28, 2023 were reviewed.

7.1 (f) Disbursements

The list disbursements issued January to February, 2023 were reviewed.

7.1 (g) General Levy Update

The 2023 general levy summary was reviewed.

7.1 (h) Investment Statements

The investment statements to February 28, 2023 were reviewed.

7.1 (i) St. Clair River AOC Update

Restrictions on Fish and Wildlife Consumption – BUI #1

Using the 172 completed submissions from the on-line angler survey that was launched in Spring 2021 and closed at the end of December 2022, a detailed analysis of the survey information submitted was undertaken. The analysis included statistics on the most commonly consumed fish, meal size, meal frequency, preferred fishing locations, and key concerns about the consumption of fish from the St. Clair River. The summary report and

PowerPoint presentation were submitted to Environment and Climate Change Canada (ECCC) on March 28, 2023, as per deliverables under the contract agreement. The summary information is subject to revisions based on input from ECCC, the public, and Indigenous communities.

Restrictions on Drinking Water Consumption or Taste and Odour Problems – BUI #9

Engagement efforts remain underway to communicate the findings of the draft assessment report that was completed in January 2022 on the restrictions on drinking water consumption or taste and odour problems. The report recommended that this BUI be redesignated to no longer being impaired. A presentation to Walpole Island First Nation Chief and Council, tentatively scheduled for March 21, 2023, had to be rescheduled to a date to be confirmed. A presentation to the Binational Public Advisory Council (BPAC) will follow. Questions and comments raised during the engagement sessions are being documented and responses are provided and tracked for reporting purposes.

Loss of Fish and Wildlife Habitat – BUI #14

In accordance with a deliverable in the contract agreement with ECCC, all technical information/data from the habitat working group partners was compiled, organized, and assessed against each of the seven-specific habitat restoration targets to evaluate if each target had been met, and provided evidence to support it. The information was presented in a draft status assessment report completed in January 2023. The report includes maps, tables and figures to support the nature of the assessment work conducted and the outcome of the restoration projects and includes a recommendation that this BUI be redesignated to Not Impaired. The report is under review by the Canadian RAP Implementation Habitat Subcommittee.

A PowerPoint presentation and fact sheet were prepared based on the findings of the draft status assessment report, and submitted to ECCC on March 29, 2023, as per deliverables under the contract agreement.

Once comments provided by the Habitat Subcommittee on the draft report have been addressed, presentation material will be finalized and stakeholders, Indigenous communities, and the public will be engaged on the report findings.

Recent and Scheduled Meetings

Canadian RAP Implementation Committee (CRIC)

- November 8, 2022
- Next meeting to be scheduled

Friends of the St. Clair River (FOSCR)

- December 5, 2022

- February 2, 2023
- April 11, 2023

Binational Public Advisory Council (BPAC)

- November 1, 2022
- February 16, 2023
- April 19, 2023

Outreach and Engagement

Newsletter

Friends of the St. Clair River and the RAP Office continue to partner on the production of St. Clair River News, a free monthly e-newsletter. The goal of this newsletter is to increase awareness and engagement in the Area of Concern and highlight environmental initiatives happening in the region. A number of new subscribers to the newsletter are in the process of being added based on feedback from the fish consumption survey.

Canadian RAP Implementation Outreach Subcommittee

As follow-up to a meeting held on February 23, 2023, education staff from the SCRCA are reaching out to Aamjiwnaang First Nation and Walpole Island First Nation to discuss opportunities to schedule an education program with elementary school students in April 2023.

Walpole Island First Nation Heritage Centre Open House

During the Open House event on March 23, 2023, a virtual presentation was made on the accomplishments over the previous 5 years and planned activities over the next five years (2022-2027) to address the remaining five Beneficial Use Impairments.

Annual Report

A report summarizing public and Indigenous engagement conducted between April 2022 and March 2023 was prepared and submitted to ECCC on March 29, 2023, as per a deliverable under the contract agreement.

Strategic Objectives(s):

Goal 3 – Protect, manage, and restore our natural systems including woodlands, wetlands, waterways, and lakes.

Financial Impact:

Funding for the RAP Coordinator position is provided by the Ontario Ministry of the Environment, Conservation, and Parks (MECP) and ECCC. The current agreement with MECP is in place until February 28, 2024. The funding agreement with ECCC has two funding periods. The first funding period ended on March 31, 2023, and the option to extend it for the second period until March 31, 2024, was implemented. The SCRCA is

providing monthly updates to MECP and ECCC on the status of the project work. An invoice was submitted on March 30, 2023, to ECCC in the amount of \$40,402.47 (includes HST) for the completion of the BUI #14 draft fact sheet and presentation, the fish consumption survey and summary report, and the annual summary report on outreach with the public and Indigenous communities.

7.1 (j) Communications Update

Sydenham River Canoe and Kayak Race:

After the successful return of the Sydenham River Canoe and Kayak Race in 2022, staff are looking forward to welcoming paddlers from all over the province to the 2023 edition of the event. Co-sponsored by the St. Clair Region Conservation Foundation and Authority, the race serves as a fundraiser for the SCRCA's Conservation Education program.

The race features 11 different race classes and three different race lengths. In 2022, over 70 paddlers participated in the event that raised over \$5,000.

The 2023 event is scheduled for Sunday, April 30, 2023. The race begins on Mosside Road, just west of County Road 79, north of Cairo and ends at the Shetland Conservation Area. For more information visit <https://www.scrca.on.ca/events/sydenham-river-canoe-and-kayak-race-2/>.

Media and Social Media Analytics:

In order to continually improve upon our activities related to local media outlets and social media, communications staff will be reviewing analytics to help assess our communications efforts.

The following statistics cover the timeframe from January 1, 2023, to March 31, 2023:

Media Relations

Activity	2023 (January – March)	2022 (January – March)
Media Releases	3	6
News Article Mentions	140	461

Social Media

Facebook

Activity	Total	2023 (January – March)	2022 (January – March)
Post Reach*	--	28,229	28,918
Page Visits	--	1,214	1,292
New Likes/Followers	2,413	48	44
Posts	--	48	53

***Post Reach** – The number of people who saw any content from your Page or about your Page, including posts, stories, ads, social information from people who interact with your Page, etc.

Twitter

Activity	Total	2023 (January – March)	2022 (January – March)
Tweets	--	57	59
Retweets	--	78	57
New Followers	909	19	24
Engagements*	--	726	892

* **Engagements** = clicks, retweets, replies, follows, and likes

SCRCA Website

Activity	2023 (January – March)	2022 (January – March)
Website Views	34,565	38,572
Website Visitors	11,351	12,159

Strategic Objectives(s):

Goal 4 – Provide recreation and education opportunities for the public to enjoy and learn from our Natural Environment.

7.1 (k) Education Update

Winter Education Program Summary:

In-Class Sponsored Programs: SCRCA staff are nearing completion of in-class sponsored programs for Winter 2023. All programs were fully booked, and interest exceeded capacity and funding.

Aquatic Species at Risk: Funded by the Canada Nature Fund, this program has engaged over 3,600 students this year; either as an in-class program or connecting virtually to the Aquatic Species at Risk webinar. Webinar recordings have been accessed over 100 times, representing between 100-2,500 student viewings.

Phosphorus 101: Sponsored by Friends of the St. Clair River, this program introduces students from Grades 8-12 to the issue of phosphorus loading into our watershed and Lake Erie. Over 400 students participated between January and April 2023.

River Rap: This Friends of the St. Clair River sponsored program was a great success. Almost 500 students participated between January and March 2023, learning about the St. Clair River.

Spring Water Awareness Schoolyard Program: Plains Midstream Canada continues to sponsor this important program that will teach 1,100 students on how to stay safe this April. Of interest to note, St. Philippe School in Grande Pointe will be a first-time client, since the program is now offered in French.

Bluewater Association for Safety, Environment and Sustainability (BASES – formerly SLEA) Programming: Negotiations continue with BASES to secure funding for this popular program. In the meantime, the “My Environment” program is being booked as a paid program, with upcoming programs at the Aamjiwnaang Kinoomaage Gamig, the Brigden Library, and the Petrolia Library.

Maple Syrup Festival and School Program Summary:

SCRCA Education Staff were delighted to be able to share the history of maple syrup at our demonstration sugar bush at A.W. Campbell Conservation Area with the return of the Maple Syrup Festival. Despite the cold weather, the Education Team was busy running nonstop tours from 10 am – 3 pm both Saturday and Sunday for approximately 500 visitors. Education Staff also hosted the Sweet Maple Syrup Program for almost 200 students the week following the festival.

Outdoor Spring Education Programming:

Springtime field trips are booking up quickly. There are only a few openings left in May and June.

Nature in your Neighbourhood Schoolyard Programs:

Schoolyard programs will continue to be offered to schools that are unable to secure bussing.

Webinar Programs – Spring 2023:

St. Clair Education continues to offer fee-based webinars to our local school boards. Lambton Kent District School Board and St. Clair Catholic District Schoolboard have partnered to book 15 webinars for the winter/spring 2023 season.

February's webinars, focusing on 'Winter in the Conservation Area', attracted 2,275 viewers, and March's topic of 'Flooding' brought in about 1,250 viewers. The topic for the April webinar will be 'Our Relationship with Trees' and the May webinar will be broadcast live from the Keith McLean Conservation Lands. A Farm Tour webinar by one of the SCRCA's Champion Watershed Farmers will occur in June.

Kettle and Stony Point First Nation – Canadian Nature Fund, Year 4:

St Clair Education continue to assist with development and delivery of the Land-Based Ed initiative this school year (Sept. 2022 - June 2023). Staff continue to visit the school weekly to provide Outdoor Education in the form of 'bushwalks'.

Committee Involvement: SCRCA Education Staff continue to represent SCRCA on a number of committees in the watershed.

Lambton Trails Committee: One update of interest, Lambton County Trails Committee is working on updating Lambton Trails Map, in an attempt to encourage and facilitate public use of trails in Lambton County.

Arbour Week Committee: This program continues to strive toward planting more trees in our watershed. The St Clair Education team will partner with School Board representatives to run a School Arbour Week Contest and award Sugar Maple seedlings to 3 winning classrooms in our watershed.

Strategic Objectives(s):

Goal 4 – Provide recreation and education opportunities for the public to enjoy and learn from our Natural Environment.

7.1 (I) Equipment Disposals

Background:

The following surplus equipment has no value, and will be disposed/recycled:

Microsoft Surface Book – SB1703 (2017)
Microsoft Surface Book – SB0016 (2016)
HP Laptop 6730b – DEVPC (2015)
Lenovo T60, L3-BT588 – ROVER (2015)
Lenovo L512, LR-BFWLA – C0093 (2015)
Lenovo - C0102L (2011)
CAT cell phones (11)
Samsung Razor cell phones (3)
Blackberry Curve cell phones (3)
Blackberry Z30 cell phones (3)
iPhone 5S cell phones (3)

BD-23-43

Grimes – Brennan

“That the Board of Directors approves the consent agenda and receives the accompanying items 7.1 (a) through 7.1 (I) as information.”

CARRIED

Correspondence dated April 5, 2023 from Chad Anderson regarding agricultural land stewardship and best farming practices was reviewed.

Additional Comments:

It was noted that the SCRCA has assembled a committee to review the agricultural lease agreements ahead of the next contract period and that the committee will aim to ensure considerations are made in regards to best farming practices and soil health.

BD-23-44

McCabe – Burrell

“That the Board of Directors acknowledge and receive for information the correspondence dated April 5, 2023 from Chad Anderson regarding agricultural land stewardship and best farming practices.”

CARRIED

Correspondence dated March 27, 2023 from Gordon McAuslan regarding the seasonal campground rules and regulations pertaining to decks and other permanent structures was reviewed.

BD-23-45

Scott – Westgate

“That the Board of Directors acknowledge and receive for information the correspondence dated March 27, 2023 from Gordon McAuslan regarding the seasonal campground rules and regulations pertaining to decks and other permanent structures.”

CARRIED

Correspondence dated March 31, 2023 from Alan and Margaret Lester regarding the seasonal campground rules and regulations pertaining to decks and other permanent structures was reviewed.

BD-23-46

O’Hara – Burrell

“That the Board of Directors acknowledge and receive for information the correspondence dated March 31, 2023 from Alan and Margaret Lester regarding the seasonal campground rules and regulations pertaining to decks and other permanent structures.”

CARRIED

Under New Business

Vice Chair, Lorie Scott wished to thank General Manager, Ken Phillips for the orientation provided to new directors and positions of office. Administrative Assistant and Board Coordinator, Ashley Fletcher was also thanked for her assistance.

Chair, Pat Brown encouraged all directors to consider attending or participating in the upcoming Sydenham River Canoe and Kayak Race on Sunday, April 30th and thanked those who have sponsored him and fellow director Emery Huszka in the race.

Pat – Sydenham River Canoe & Kayak Race – Encouraged to participate. Thank you for sponsors.

BD-23-47

Gillis – Kilner

“That the meeting be adjourned.”

CARRIED



Pat Brown
Chair

Ken Phillips
General Manager

Meeting Date: June 22, 2023
Report Date: June 5, 2023
Submitted by: Ken Phillips

Item 6.1

Subject: General Manager's Report

Recommendation:

That the Board of Directors receive for information the General Managers Report dated June 5, 2023.

Operations

- The General Manager attended via Zoom General Managers/CAO meetings with Conservation Ontario on April 17 and May 1, 2023 to discuss issues around the Category of Services and budgetary changes implemented by the Province of Ontario. There was also a general discussion pertaining to the lack of resources for natural heritage review from the private sector.
- The General Manager attended a meeting to discuss changes to provincial funding of the Healthy Lake Huron Program on April 25, 2023. The SCRCA has participated in this program since its inception. However, changes to the funding mechanism by the Province has prohibited conservation authorities from receiving funding directly or through third parties. Conservation authorities are also unable to be contracted to do work. The meeting centered on strategies to reinstitute funding for stewardship initiatives along Lake Huron.
- The General Manager met with representatives of the Bluewater Association for Safety, Environment and Sustainability (BASES) on May 2, 2023 to discuss adding SCRCA flood messaging to the Everbridge warning notification system. SCRCA staff will meet with BASES staff in the fall to receive training on the system.
- The General Manager attended a meeting with Sarnia developers to discuss issues with the SCRCA and its processes on May 2, 2023. The meeting was facilitated by the Sarnia Lambton Chamber of Commerce. The GM has subsequently been invited to attend a local meeting of realtors as well as a builder's association meeting.

Community/Partnership Outreach

- The General Manager attended an Earth Day event on April 22, 2023 with SCRCA staff Jeff Sharp and Emily Febrey, hosted by the Sarnia Lambton Chamber of Commerce at Wawanosh Wetlands. Imperial Oil sponsored a seedling giveaway and SCRCA provided planting tips to those that arrived.
- The General Manager attended the Lambton County Rural Game Protective Association Annual Banquet on April 13, 2023. He met local hunters and Ministry of Natural Resources and Forestry staff.

- The General Manager was invited to speak at Wallaceburg District Secondary School on May 4 and 31, 2023 to provide information on the SCRCA and careers in conservation.
- The General Manager attended a restoration event at the Enbridge property in Ivan on May 6, 2023. SCRCA staff assisted with volunteers from Enbridge to plant trees on a recently retired farm parcel owned by Enbridge. Thanks to Donna Blue, Jeff Sharp and Emily Febrey for assisting with the event.
- On June 6, 2023, the General Manger participated in a community event as part of the Green Committee of the Sarnia Lambton Chamber of Commerce at Canatara Beach in Sarnia. Several local elementary schools participated in the event.

Federal/Provincial/Municipal Meetings

- The General Manager attended Middlesex Day on May 2, 2023 and met with various staff from Middlesex County area municipalities.
- The General Manager provided a presentation at the request of the Town of Petrolia on May 10, 2023 entitled “Weathering the Storm, Useful Tips to Protect Your Home from Severe Weather”. Members of the community and town staff attended. The presentation centered around how property owners could prevent storm damage to their home and properties in an affordable manner
- The General Manager attended a meeting with Environment Canada and Climate Change staff to discuss potential funding for initiatives in 2024 on May 3, 2023. Recently, SCRCA monitoring and restoration programs have been affected by the discontinuation of longstanding federal funding programs. The meeting provided details on new opportunities to be provided to conservation authorities in 2024.

Meeting Date: June 22, 2023
Report Date: May 30, 2023
Submitted by: Greg Wilcox

Item 6.2

Subject: New Lease Agreement for Tony Stranak CA in Dresden

Recommendation:

That the Board of Directors approves the draft lease agreement with the Municipality of Chatham-Kent, leasing the Tony Stranak Conservation Area and Dresden Floodplain Acquisition properties to the Municipality.

Background:

The Municipality of Chatham-Kent has maintained the Tony Stranak Conservation Area under lease for many years. Municipal staff have requested permission to construct an off-leash dog park within the Tony Stranak CA. Construction of a fenced, off-leash dog park is within the parameters of the existing lease agreement and staff have no objections to this project. The Municipality of Chatham-Kent has conducted public consultation to address potential concerns with the project.

During review of this request, staff at both organizations felt that this would be an appropriate time to update the lease agreement. The proposed lease agreement, for a term of 5 years with two 5-year renewal periods, will be provided at a later date on or before June 22, 2023. Following the second renewal period, the lease would transition to a month-by-month lease. Under the Conservation Authorities Act, the Authority can enter a maximum lease term of 5 years.

Financial Impact:

The Municipality has drafted this lease agreement at their expense. Consistent with other municipal lease agreements, there is no revenue generated. All management and maintenance expenses are the responsibility of the Municipality.

Meeting Date: June 22, 2023
Report Date: May 25, 2023
Submitted by: Greg Wilcox

Item 6.3 (a)

Subject: C.J. McEwen and Highland Glen Conservation Area Draft
Purchase Agreements

Recommendation:

That the Board of Directors provides preliminary approval of the draft purchase agreements and conservation easements for the disposition of the C.J. McEwen and Highland Glen Conservation Areas and further direct staff to begin the 45 day public consultation period upon preliminary approval of the draft purchase agreements by the municipality.

Background:

The Charles J. McEwen Conservation Area is located at 4318 Lakeshore Road, in the Town of Plympton-Wyoming. The 5.5ha property boasts a 200m beach, which lies at the base of a 50ft tall shoreline bluff along Lake Huron. The recreational area of this property includes mowed grass, mature shade trees, picnic tables, a washroom facility, and an earthen ramp access to the beach. The remainder of the site is a mixed forest plantation.

In May of 2019, the Town of Plympton-Wyoming reached out to the SCRCA with a motion from council, requesting the Conservation Authority transfer ownership of C.J. McEwen Conservation Area back to the town and eliminate the special levy in the 2020 budget. The Board approved the following motion on September 19, 2019:

BD-19-122

Schenk – Marriott

“That the Board of Directors acknowledges the report dated September 10, 2019 regarding C.J. McEwen Conservation Area and a request from Town of Plympton-Wyoming Council dated May 3, 2019 that the Conservation Area be transferred back to the Town’s ownership and further that the land be maintained as public recreational park land with beach access.”

The Highland Glen Conservation Area was purchased by SCRCA in two parcels: One in 1976 and the other in 1977, to provide public access to the Lake Huron shoreline. Located in Plympton-Wyoming, approximately 10km west of the Town of Forest, on the Lake Huron Shoreline, The Highland Glen CA is comprised of approximately 26 acres of predominantly wooded land. The Conservation Area contains an access roadway, parking lot, pavilion, and boat ramp with seawall and groyne protection.

In October of 2021, the Highland Glen Boat Ramp Committee was formed to evaluate the Authority's options, including review of the funding model, review of AECOM's report, and to develop recommendations for the full Board's review.

The Highland Glen Boat Ramp Committee recommended that ownership of the Highland Glen Conservation Area should be transitioned to Plympton-Wyoming and the following resolution was passed by the Board of Directors on December 9, 2021.

BD-21-142

Stark – Loosley

“That the Board of Directors accepts the recommendation of the Highland Glen Committee and directs staff to begin discussions with the Town of Plympton-Wyoming regarding the transition of ownership of the Highland Glen Conservation Area to the Municipality.”

Draft Purchase Agreements with Conservation Easements:

Authority staff have been working with staff at Plympton-Wyoming, as well as consulting with legal counsel to develop draft purchase agreements. To ensure the protection of natural features and the land's conservation values, conservation easements have been developed for each property. Entering into the conservation easements are a condition of the draft purchase agreements.

A conservation easement is a legal agreement, registered on title, between a landowner and a qualified organization (conservation organization, land trust, government agency) that protects the property long into the future. It creates a partnership whereby the landowner (Plympton-Wyoming) owns and manage the property within a set of mutually agreed upon restrictions monitored by a qualified organization (SCRCA).

Additionally, each property would include a right of first refusal (ROFR) that would be registered on title. This would provide the Authority the opportunity to re-acquire the Conservation Areas, should the municipality choose to dispose of them in the future.

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale dated this ____ day of _____ 2023.

BUYER: Corporation of the Town of Plympton-Wyoming agrees to purchase from

SELLER: St. Clair Region Conservation Authority the following

REAL PROPERTY: CJ McEwen Conservation Area

Being all of PIN 43479-0058 (LT) (the "property")

PURCHASE PRICE: ONE DOLLAR (\$1.00) *See Schedule A

SCHEDULES "A" and "B" attached hereto form part of this Agreement.

1. **COMPLETION DATE:** This Agreement shall be completed by no later than **5:00 p.m. on [Closing Date]**.
2. **NOTICES:** Any notice relating hereto or provided for herein shall be in writing and shall be deemed given and received when delivered to each party with a copy to the lawyer for each party as set out later in this Agreement.
3. **TITLE:** A current parcel register for the property is attached hereto as Schedule "B". Buyer acknowledges having had an opportunity to inspect title prior to entering into this Agreement and the Buyer agrees to accept title "as is, where is," as set out in the parcel register
4. **FUTURE USE:** Buyer acknowledges that the future use of the Property shall be governed by the Conservation Easement that shall be granted to the Seller on Closing as set out in Schedule A. Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
5. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the Document Registration Agreement which is recommended from time to time by the Law Society of Ontario.
6. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust and Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

- 7. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Agreement there shall be a binding agreement of purchase and sale between Buyer and Seller.
- 8. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
- 9. ADJUSTMENTS:** Any rents, realty taxes including local improvement rates, and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 10. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or their respective lawyers who may be specifically authorized in that regard.
- 11. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
- 12. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 13. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.
- 14. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

Dated by the Buyer: _____, 2023.

SIGNED, SEALED AND DELIVERED in the presence of: _____ IN WITNESS whereof I have hereunto set my hand:

The Corporation of the Town of Plympton-Wyoming

Per: _____ Per: _____

Dated by the Seller: _____, 2023.

St. Clair Region Conservation Authority

Per: _____ Per: _____

SCHEDULE "A"

This Schedule is attached to and forms part of the Agreement of Purchase and Sale:

Seller's Lawyer

D'Arcy D. W. Bell / D. Ryan Bell
D'Arcy D. W. Bell Professional Corporation
222 Front St. North P.O. Box 2196
Sarnia, ON N7T 7L8
(t) 519-336-8770
(f) 519-336-1811
rbell@sarnialaw.com

Buyer's Lawyer

Gowling WLG (Canada) LLP
345 King Street West, Suite #600
Kitchener, ON N2G 0C5
Attn: Kevin Dias / David Sunday
(t) 519-575-7527
kevin.dias@gowlingwlg.com
david.sunday@gowlingwlg.com

1. Buyer agrees to pay any amount due to the Seller on Closing to the Seller with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer.
2. The Buyer agrees to pay on Closing all of the Seller's reasonable expenses in connection with this Agreement, including but not limited to legal fees (up to a maximum of \$10,000 plus HST) and all other costs and disbursements, to a total maximum amount of \$20,000.
3. **Grant of Conservation Easement** – On Closing the Buyer shall grant to the Seller for nominal consideration a Conservation Easement (the "Easement"). The Conservation Easement shall contain the following restrictions/prohibitions:
 - a) Prohibition against logging;
 - b) Prohibition against hunting;
 - c) Prohibition against removal/destruction of native species or destruction of their habitat;
 - d) Prohibition against commercial, residential or industrial development;
 - e) Prohibition against the extraction of sand, gravel, rock;
 - f) Prohibition against alteration of the topography of the lands;
 - g) Prohibition against granting further easements;
 - h) Prohibition against subdivision of the lands;
 - i) Prohibition against dumping;

And shall provide for access to the Seller and its employees, agents, workers, contractors, officers, and directors to enter onto the lands for the purpose of ensuring compliance with the Easement, and for scientific research purposes. The Easement shall be permanent (or the maximum term allowed by law) and shall enure to the benefit of and bind each party's successors, etc. The Easement shall be prepared by the Seller's lawyer and shall be approved by the Buyer's lawyer acting reasonably. The Easement shall be registered on the Property and shall run with the lands in perpetuity.

4. **Right of First Refusal** – the Seller shall have a Right of First Refusal ("ROFR") to repurchase the Property for ONE DOLLAR (\$1.00) in the event the Buyer wishes to sell or convey the Property to any third party (excepting a successor municipality or municipal corporation). In the event the Buyer wishes to or intends to sell or convey the Property to any such third party, the Buyer shall notify the Seller in writing, and the Seller shall have thirty (30) business days to notify the Buyer in writing if the Seller wishes to repurchase the Property for ONE DOLLAR (\$1.00). The ROFR shall be registered on title to the Property on Closing for the maximum term allowed by law.

SCHEDULE "B"

Parcel Register for PIN 43479-0058 (LT)

CONSERVATION EASEMENT AGREEMENT

This Conservation Easement Agreement (“Agreement”) entered into this _____ day of _____ 2023

BETWEEN

CORPORATION OF THE TOWN OF PLYMPTON-WYOMING
(the “Owner”)

OF THE FIRST PART

-and-

ST. CLAIR REGION CONSERVATION AUTHORITY
(the “CA”)

OF THE SECOND PART

WHEREAS the St. Clair Region Conservation Authority (the “CA”) has conveyed all rights, title, and interest in the CJ McEwen Conservation Area bearing property *PIN 43479-0058 (LT)* and more particularly described in Schedule A (the “Lands”) to the Corporation of the Town of Plympton-Wyoming by Agreement of Purchase and Sale dated _____, which provided for the grant of a conservation easement to the CA as an essential condition of closing.

NOW THEREFORE in consideration of the sum of two dollars (\$2.00) paid by the CA to the Owner and in consideration of the covenants, terms, conditions and restrictions contained herein, and pursuant to the Conservation Land Act, RSO 1990, c. C.28, as amended, the Owner and the CA hereby agree to the covenants, restrictions and easements as set out in this Agreement, which shall run with the Lands in perpetuity.

1. INTENTION

It is the intention of the parties that this conservation easement Agreement will ensure the protection, maintenance, restoration, and enhancement of the natural features on the Lands and will prevent any use of the Lands that will damage or destroy those natural features or prevent their restoration and enhancement.

2. COVENANTS

The Owner shall not use the Lands or permit any use of the Lands that will damage or destroy the natural features of the Lands. Without limiting the generality of the foregoing, the Owner expressly covenants and agrees that, except with the prior written approval of the CA, which approval shall be at the sole discretion of the CA, the Owner shall not:

- a) Sever or subdivide the Lands;
- b) Grant any further easement in, over, on, under or through the Lands;
- c) Undertake or allow commercial logging on the Lands;
- d) Use or allow the Lands to be used for commercial or sport hunting;
- e) Remove any native or naturally occurring species from the Lands or destroy or allow the destruction of their natural habitat;
- f) Remove, destroy or cut or allow the removal or destruction of trees, shrubs or other vegetation except as may be necessary for the maintenance of existing public park areas, foot trails, fire lanes or other accesses, or for the removal of hazard trees for public safety or the prevention or treatment of disease;
- g) Construct, erect, maintain or allow the construction, erection or maintenance of any building or structure of commercial, residential, or industrial use on the Lands, save and except for any pre-existing structures;
- h) Extract or allow the extraction, excavation or dredging of sand, rock, loam, gravel or any other materials from any part of the Lands;
- i) Change or allow any changes in the general appearance or topography of the Lands, including and without limiting the generality of the foregoing, the construction of drainage ditches, dams or ponds or other similar undertakings;
- j) Dump or allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly or offensive materials of any type or description.

3. EASEMENT

3.1 The Owner grants to the CA an easement in perpetuity from and including the date of this Agreement.

3.2 The easement hereby being granted by the Owner is to permit the CA and the employees, agents, servants, workers, contractors, officers, and directors of the CA and their supplies, equipment, materials, machinery, and vehicles to enter onto and have access to the Lands at reasonable times and for the following purposes-

- a) to conduct an inspection in order to determine compliance with this Agreement and to determine those measures necessary to ensure compliance with this Agreement;
- b) for any scientific research and development purposes;
- c) to carry out any construction, demolition, maintenance, alteration, repair, improvements, installation or work or any restoration of the natural features reasonably required in the opinion of the CA, or to remedy any default of the Owner;
- d) for all purposes reasonably necessary or incidental to the exercise of the rights hereby created or related to any of the foregoing purposes.

3.3 Prior to entry or access to the Lands for the purposes identified hereinabove, the CA shall provide at least twenty-four (24) hours' written notice to the Owner, unless in the opinion of the CA there is an emergency or other circumstance that does not make it feasible to give notice of the intent of the CA to enter onto the Lands.

4. OWNER'S OBLIGATIONS AND INDEMNITY

4.1 The Owner shall, at its sole expense, continue to care for and operate the Lands as would a careful and prudent owner. In particular, and without limiting the generality of the foregoing, the Owner shall maintain the Lands and keep the improvements thereon in a good and sound state of repair, and shall keep the Lands free of construction liens.

4.2 The Owner shall and does hereby indemnify and save harmless the CA, its directors, officers, employees, agents and contractors from and against any and all actions, causes of action, suits, claims, demands by or on behalf of any person arising out of or occasioned by any act or

omission, negligent or otherwise, in the use and maintenance of the Lands by the Owner, any licensee or lessee thereof or anyone for whom the Owner is in law responsible, including any liability arising from any existing or future environmental matters or conditions affecting the Lands.

5. DEFAULT AND RECOURSE

- 5.1 In the event of breach or default in the obligations and covenants of the Owner under this Agreement, the CA may take any action available to it at law, in equity, by statute or under this Agreement provided that the CA shall first give to the Owner written notice of the default, which notice shall specify the nature of the non-compliance and the measures necessary to secure compliance with the terms of this Agreement. If notice of default is given, the Owner shall have sixty (60) days following receipt of the notice of default to complete the required measures and to rectify the non-compliance or default.
- 5.2 In the event that the Owner has failed to comply within the sixty-day period allowed, the CA shall be entitled to enter onto the Lands and to complete those works and measures necessary to provide compliance and to remedy the default at the expense of the Owner.
- 5.3 If the CA in its sole discretion determines that circumstances require immediate action to prevent or mitigate damage to the natural features of the Lands, the CA may pursue its remedies under this Article 5 without prior notice to the Owner or without waiting for expiry of the sixty-day notice period as otherwise required under Article 5.1.
- 5.4 The parties recognize that damages based on market value may not be adequate or effective to compensate for destruction of or restoration of the natural features of the Lands as they existed prior to default or breach of the Agreement. Accordingly, the parties agree that:
- a) compensation to the CA in the event of default or breach of the Agreement may be based on market value or the restoration or replacement costs, whichever, in the opinion of the court, shall better compensate the CA; and
 - b) in addition, and without limiting the scope of the other enforcement rights available to the CA under this Agreement, the CA may bring an action or an application for injunctive relief to prohibit or prevent default or the continuance of default under this Agreement.

5.5 All reasonable costs incurred by the CA in enforcing the terms of this Agreement, including without limitation legal costs and expenses, and any costs of restoration required to remedy any violation of the terms of this Agreement by the Owner shall be paid by the Owner to the CA. Until paid, such costs of remedy incurred by the CA shall be a debt owed by the Owner to the CA and shall be a charge upon the Lands enforceable in the same manner as a mortgage and recoverable by the CA in a court of law.

6. NOTICE

Any notice (including any request or waiver) provided or given hereunder shall be sufficiently given by either party if in writing and delivered by hand, sent by mail – prepaid registered post or by means of electronic communication as follows-

If to the CA:

Address: _____

Email: _____

If to the Owner:

Address: _____

Email: _____

Any notice so delivered by hand or by means of electronic communication shall be deemed to have been given on the very same day if delivered before 3:00 pm or otherwise on the next business day following the day of delivery, and any notice so mailed shall be deemed to have been given on the fourth business day following the day of mailing. Either party may in any manner aforesaid give notice to the other party of any change in address thereof and thereafter the new address shall be the address of such party for the purpose of giving notice hereunder.

7. GENERAL PROVISIONS

7.1 This Agreement and each of the terms and provisions hereof shall run with the Lands and enure to the benefit of and be binding upon the parties and their respective heirs, administrators, personal representatives, successors, assigns and transferees, etc.

- 7.2 The CA shall register this Agreement against title to the Lands and the Owner shall execute any document that may be required to allow such registration.
- 7.3 The Owner reserves to itself, and to its successors and assigns and any transferee therefrom, all rights accruing from its ownership of the Lands, including the right to engage in, or permit or invite others to engage in, all uses of the Lands that are not expressly prohibited herein and that are not inconsistent with the purpose and terms of this Agreement.
- 7.4 The Owner shall give notice to the CA of any change in the ownership of or any interest in the Lands, and the CA shall give notice to the Owner of any assignment of the interest of the CA. Any such notice shall include the name and address of the new party and shall be given at least fifteen (15) days prior to the change of interest.
- 7.5 The Owner shall not transfer or permit any mortgagee to transfer any ownership interest in the Lands without requiring the transferee to acknowledge in writing (by acknowledgement addressed and delivered to the CA) the priority of this Agreement and the interest of the CA thereunder and will not lease or licence the Lands or any part thereof without such lease or licence being made expressly subject to this Agreement. The failure of the Owner to perform any act required by this Article 7.5 or the preceding Article 7.4 shall not impair the validity of this Agreement or limit its enforceability in any way.
- 7.6 No person who is an Owner shall be liable to the CA for any breach of or default in the obligations owed to the CA under this Agreement committed after the registration of a transfer by such person of all of the interest thereof in the Lands, provided that the Owner has delivered to the CA an acknowledgement and assumption executed by the new registered owner, acknowledging the priority of this Agreement and the interest of the CA and assuming the obligations of the Owner under this Agreement.
- 7.7 The CA may assign all of its interest in this Agreement to any qualified CA, including the local municipality or the conservation authority, provided that the CA shall provide the Owner with written notice of such assignment. The CA shall not be liable to the Owner for any breach or default in the obligations owed to the Owner under this Agreement committed after notice of the assignment of this Agreement has been given to the Owner.

7.8 No failure by the CA to require performance by the Owner of any provision of this Agreement shall affect the right of the CA thereafter to enforce such obligation, and no failure by the Owner to perform any of its rights or obligations hereunder shall be taken as a waiver of such performance or the performance of any other obligation in the future.

7.9 Neither the Owner nor the CA shall be liable to the other hereunder for any damage to or change in the Lands resulting from causes beyond the control of such party, including, without limitation, accidental fire, flood, storm, earth movement, trespass, insect plague or disease.

7.10 Time shall be of the essence to this Agreement and shall be deemed to remain so notwithstanding any extension of any time limit.

7.11 All provisions of this Agreement, including each of the covenants, shall be severable and, should any be declared invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.

7.12 Whenever the owner of the Lands should comprise more than one person, the obligations thereof hereunder shall be joint and several.

IN WITNESS WHEREOF the Owner and the CA have executed this Agreement as at the date first above written.

Corporation of the Town of Plympton-Wyoming

Sign _____

Name _____

Title _____

St. Clair Region Conservation Authority

Sign _____

Name _____

Title _____

Schedule "A"

Legal Description of Lands

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale dated this ____ day of ____ 2023.

BUYER: Corporation of the Town of Plympton-Wyoming agrees to purchase from

SELLER: St. Clair Region Conservation Authority the following

REAL PROPERTY: Highland Glen Conservation Area

Being all of the Seller's interest in PIN 43085-0210 (R) (the "property")

PURCHASE PRICE: ONE DOLLAR (\$1.00) *See Schedule A

SCHEDULES "A" and "B" attached hereto form part of this Agreement.

1. **COMPLETION DATE:** This Agreement shall be completed by no later than **5:00 p.m. on [Closing Date]**.
2. **NOTICES:** Any notice relating hereto or provided for herein shall be in writing and shall be deemed given and received when delivered to each party with a copy to the lawyer for each party as set out later in this Agreement.
3. **TITLE:** A current parcel register for the property is attached hereto as Schedule "B". Buyer acknowledges having had an opportunity to inspect title prior to entering into this Agreement and the Buyer agrees to accept title "as is, where is," as set out in the parcel register. For clarity, the Seller shall not be required to convert the Property to Land Titles. The parties agree that the Seller shall convey all of its interest in the Property to the Buyer.
4. **FUTURE USE:** Buyer acknowledges that the future use of the Property shall be governed by the Conservation Easement that shall be granted to the Seller on Closing as set out in Schedule A. Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
5. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the Document Registration Agreement which is recommended from time to time by the Law Society of Ontario.
6. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust and Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to

the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

- 7. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Agreement there shall be a binding agreement of purchase and sale between Buyer and Seller.
- 8. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
- 9. **ADJUSTMENTS:** Any rents, realty taxes including local improvement rates, and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 10. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or their respective lawyers who may be specifically authorized in that regard.
- 11. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
- 12. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 13. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.
- 14. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

Dated by the Buyer: _____, 2023.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand:

The Corporation of the Town of Plympton-Wyoming

Per: _____

Per: _____

Dated by the Seller: _____, 2023.

St. Clair Region Conservation Authority

Per:

Per:

SCHEDULE "A"

This Schedule is attached to and forms part of the Agreement of Purchase and Sale:

Seller's Lawyer

D'Arcy D. W. Bell / D. Ryan Bell
D'Arcy D. W. Bell Professional Corporation
222 Front St. North P.O. Box 2196
Sarnia, ON N7T 7L8
(t) 519-336-8770
(f) 519-336-1811
rbell@sarnialaw.com

Buyer's Lawyer

Gowling WLG (Canada) LLP
345 King Street West, Suite #600
Kitchener, ON N2G 0C5
Attn: Kevin Dias / David Sunday
(t) 519-575-7527
kevin.dias@gowlingwlg.com
david.sunday@gowlingwlg.com

1. Buyer agrees to pay any amount due to the Seller on Closing to the Seller with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer.
2. The Buyer agrees to pay on Closing all of the Seller's reasonable expenses in connection with this Agreement, including but not limited to legal fees (up to a maximum of \$10,000 plus HST) and all other costs and disbursements, to a total maximum amount of \$20,000.
3. **Grant of Conservation Easement** – On Closing the Buyer shall grant to the Seller for nominal consideration a Conservation Easement (the "Easement"). The Conservation Easement shall contain the following restrictions/prohibitions:
 - a) Prohibition against logging;
 - b) Prohibition against hunting;
 - c) Prohibition against removal/destruction of native species or destruction of their habitat;
 - d) Prohibition against commercial, residential or industrial development;
 - e) Prohibition against the extraction of sand, gravel, rock;
 - f) Prohibition against alteration of the topography of the lands;
 - g) Prohibition against altering natural water courses;
 - h) Prohibition against granting further easements;
 - i) Prohibition against subdivision of the lands;
 - j) Prohibition against dumping;

And shall provide for access to the Seller and its employees, agents, workers, contractors, officers, and directors to enter onto the lands for the purpose of ensuring compliance with the Easement, and for scientific research purposes. The Easement shall be permanent (or the maximum term allowed by law) and shall enure to the benefit of and bind each party's successors, etc. The Easement shall be prepared by the Seller's lawyer and shall be approved by the Buyer's lawyer acting reasonably. The Easement shall be registered on the Property and shall run with the lands in perpetuity.

4. **Right of First Refusal** – the Seller shall have a Right of First Refusal ("ROFR") to repurchase the Property for ONE DOLLAR (\$1.00) in the event the Buyer wishes to sell or convey the Property to any third party (excepting a successor municipality or municipal corporation). In the event the Buyer wishes to or intends to sell or convey the Property to any such third party, the Buyer shall notify the Seller in writing, and the Seller shall have thirty (30) business days to notify the Buyer in writing if the Seller wishes to repurchase the Property for ONE DOLLAR (\$1.00). The ROFR shall be registered on title to the Property on Closing for the maximum term allowed by law.

SCHEDULE "B"

Parcel Register for PIN 43085-0210

CONSERVATION EASEMENT AGREEMENT

This Conservation Easement Agreement (“Agreement”) entered into this _____ day of _____ 2023

BETWEEN

CORPORATION OF THE TOWN OF PLYMPTON-WYOMING
(the “Owner”)

OF THE FIRST PART

-and-

ST. CLAIR REGION CONSERVATION AUTHORITY
(the “CA”)

OF THE SECOND PART

WHEREAS the St. Clair Region Conservation Authority (the “CA”) has conveyed all rights, title, and interest in the Highland Glen Conservation Area bearing property *PIN 43085-0210 (R)* and more particularly described in Schedule A (the “Lands”) to the Corporation of the Town of Plympton-Wyoming by Agreement of Purchase and Sale dated _____, which provided for the grant of a conservation easement to the CA as an essential condition of closing.

NOW THEREFORE in consideration of the sum of two dollars (\$2.00) paid by the CA to the Owner and in consideration of the covenants, terms, conditions and restrictions contained herein, and pursuant to the Conservation Land Act, RSO 1990, c. C.28, as amended, the Owner and the CA hereby agree to the covenants, restrictions and easements as set out in this Agreement, which shall run with the Lands in perpetuity.

1. INTENTION

It is the intention of the parties that this conservation easement Agreement will ensure the protection, maintenance, restoration, and enhancement of the natural features on the Lands and will prevent any use of the Lands that will damage or destroy those natural features or prevent their restoration and enhancement.

2. COVENANTS

The Owner shall not use the Lands or permit any use of the Lands that will damage or destroy the natural features of the Lands. Without limiting the generality of the foregoing, the Owner expressly covenants and agrees that, except with the prior written approval of the CA, which approval shall be at the sole discretion of the CA, the Owner shall not:

- a) Sever or subdivide the Lands;
- b) Grant any further easement in, over, on, under or through the Lands;
- c) Undertake or allow commercial logging on the Lands;
- d) Use or allow the Lands to be used for commercial or sport hunting;
- e) Remove any native or naturally occurring species from the Lands or destroy or allow the destruction of their natural habitat;
- f) Remove, destroy or cut or allow the removal or destruction of trees, shrubs or other vegetation except as may be necessary for the maintenance of existing public park areas, foot trails, fire lanes or other accesses, or for the removal of hazard trees for public safety or the prevention or treatment of disease;
- g) Construct, erect, maintain or allow the construction, erection or maintenance of any building or structure of commercial, residential, or industrial use on the Lands, save and except for any pre-existing structures;
- h) Alter or allow any alteration to the natural water courses on the Lands;
- i) Extract or allow the extraction, excavation or dredging of sand, rock, loam, gravel or any other materials from any part of the Lands;
- j) Change or allow any changes in the general appearance or topography of the Lands, including and without limiting the generality of the foregoing, the construction of drainage ditches, dams or ponds or other similar undertakings;
- k) Dump or allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly or offensive materials of any type or description.

3. EASEMENT

3.1 The Owner grants to the CA an easement in perpetuity from and including the date of this Agreement.

3.2 The easement hereby being granted by the Owner is to permit the CA and the employees, agents, servants, workers, contractors, officers, and directors of the CA and their supplies, equipment, materials, machinery, and vehicles to enter onto and have access to the Lands at reasonable times and for the following purposes-

- a) to conduct an inspection in order to determine compliance with this Agreement and to determine those measures necessary to ensure compliance with this Agreement;
- b) for any scientific research and development purposes;
- c) to carry out any construction, demolition, maintenance, alteration, repair, improvements, installation or work or any restoration of the natural features reasonably required in the opinion of the CA, or to remedy any default of the Owner;
- d) for all purposes reasonably necessary or incidental to the exercise of the rights hereby created or related to any of the foregoing purposes.

3.3 Prior to entry or access to the Lands for the purposes identified hereinabove, the CA shall provide at least twenty-four (24) hours' written notice to the Owner, unless in the opinion of the CA there is an emergency or other circumstance that does not make it feasible to give notice of the intent of the CA to enter onto the Lands.

4. OWNER'S OBLIGATIONS AND INDEMNITY

4.1 The Owner shall, at its sole expense, continue to care for and operate the Lands as would a careful and prudent owner. In particular, and without limiting the generality of the foregoing, the Owner shall maintain the Lands and keep the improvements thereon in a good and sound state of repair, and shall keep the Lands free of construction liens.

4.2 The Owner shall and does hereby indemnify and save harmless the CA, its directors, officers, employees, agents and contractors from and against any and all actions, causes of action, suits,

claims, demands by or on behalf of any person arising out of or occasioned by any act or omission, negligent or otherwise, in the use and maintenance of the Lands by the Owner, any licensee or lessee thereof or anyone for whom the Owner is in law responsible, including any liability arising from any existing or future environmental matters or conditions affecting the Lands.

5. DEFAULT AND RECOURSE

5.1 In the event of breach or default in the obligations and covenants of the Owner under this Agreement, the CA may take any action available to it at law, in equity, by statute or under this Agreement provided that the CA shall first give to the Owner written notice of the default, which notice shall specify the nature of the non-compliance and the measures necessary to secure compliance with the terms of this Agreement. If notice of default is given, the Owner shall have sixty (60) days following receipt of the notice of default to complete the required measures and to rectify the non-compliance or default.

5.2 In the event that the Owner has failed to comply within the sixty-day period allowed, the CA shall be entitled to enter onto the Lands and to complete those works and measures necessary to provide compliance and to remedy the default at the expense of the Owner.

5.3 If the CA in its sole discretion determines that circumstances require immediate action to prevent or mitigate damage to the natural features of the Lands, the CA may pursue its remedies under this Article 5 without prior notice to the Owner or without waiting for expiry of the sixty-day notice period as otherwise required under Article 5.1.

5.4 The parties recognize that damages based on market value may not be adequate or effective to compensate for destruction of or restoration of the natural features of the Lands as they existed prior to default or breach of the Agreement. Accordingly, the parties agree that:

- a) compensation to the CA in the event of default or breach of the Agreement may be based on market value or the restoration or replacement costs, whichever, in the opinion of the court, shall better compensate the CA; and
- b) in addition, and without limiting the scope of the other enforcement rights available to the CA under this Agreement, the CA may bring an action or an application for

injunctive relief to prohibit or prevent default or the continuance of default under this Agreement.

5.5 All reasonable costs incurred by the CA in enforcing the terms of this Agreement, including without limitation legal costs and expenses, and any costs of restoration required to remedy any violation of the terms of this Agreement by the Owner shall be paid by the Owner to the CA. Until paid, such costs of remedy incurred by the CA shall be a debt owed by the Owner to the CA and shall be a charge upon the Lands enforceable in the same manner as a mortgage and recoverable by the CA in a court of law.

6. NOTICE

Any notice (including any request or waiver) provided or given hereunder shall be sufficiently given by either party if in writing and delivered by hand, sent by mail – prepaid registered post or by means of electronic communication as follows-

If to the CA:

Address: _____

Email: _____

If to the Owner:

Address: _____

Email: _____

Any notice so delivered by hand or by means of electronic communication shall be deemed to have been given on the very same day if delivered before 3:00 pm or otherwise on the next business day following the day of delivery, and any notice so mailed shall be deemed to have been given on the fourth business day following the day of mailing. Either party may in any manner aforesaid give notice to the other party of any change in address thereof and thereafter the new address shall be the address of such party for the purpose of giving notice hereunder.

7. GENERAL PROVISIONS

- 7.1 This Agreement and each of the terms and provisions hereof shall run with the Lands and enure to the benefit of and be binding upon the parties and their respective heirs, administrators, personal representatives, successors, assigns and transferees, etc.
- 7.2 The CA shall register this Agreement against title to the Lands and the Owner shall execute any document that may be required to allow such registration.
- 7.3 The Owner reserves to itself, and to its successors and assigns and any transferee therefrom, all rights accruing from its ownership of the Lands, including the right to engage in, or permit or invite others to engage in, all uses of the Lands that are not expressly prohibited herein and that are not inconsistent with the purpose and terms of this Agreement.
- 7.4 The Owner shall give notice to the CA of any change in the ownership of or any interest in the Lands, and the CA shall give notice to the Owner of any assignment of the interest of the CA. Any such notice shall include the name and address of the new party and shall be given at least fifteen (15) days prior to the change of interest.
- 7.5 The Owner shall not transfer or permit any mortgagee to transfer any ownership interest in the Lands without requiring the transferee to acknowledge in writing (by acknowledgement addressed and delivered to the CA) the priority of this Agreement and the interest of the CA thereunder and will not lease or licence the Lands or any part thereof without such lease or licence being made expressly subject to this Agreement. The failure of the Owner to perform any act required by this Article 7.5 or the preceding Article 7.4 shall not impair the validity of this Agreement or limit its enforceability in any way.
- 7.6 No person who is an Owner shall be liable to the CA for any breach of or default in the obligations owed to the CA under this Agreement committed after the registration of a transfer by such person of all of the interest thereof in the Lands, provided that the Owner has delivered to the CA an acknowledgement and assumption executed by the new registered owner, acknowledging the priority of this Agreement and the interest of the CA and assuming the obligations of the Owner under this Agreement.
- 7.7 The CA may assign all of its interest in this Agreement to any qualified CA, including the local municipality or the conservation authority, provided that the CA shall provide the Owner with

written notice of such assignment. The CA shall not be liable to the Owner for any breach or default in the obligations owed to the Owner under this Agreement committed after notice of the assignment of this Agreement has been given to the Owner.

7.8 No failure by the CA to require performance by the Owner of any provision of this Agreement shall affect the right of the CA thereafter to enforce such obligation, and no failure by the Owner to perform any of its rights or obligations hereunder shall be taken as a waiver of such performance or the performance of any other obligation in the future.

7.9 Neither the Owner nor the CA shall be liable to the other hereunder for any damage to or change in the Lands resulting from causes beyond the control of such party, including, without limitation, accidental fire, flood, storm, earth movement, trespass, insect plague or disease.

7.10 Time shall be of the essence to this Agreement and shall be deemed to remain so notwithstanding any extension of any time limit.

7.11 All provisions of this Agreement, including each of the covenants, shall be severable and, should any be declared invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.

7.12 Whenever the owner of the Lands should comprise more than one person, the obligations thereof hereunder shall be joint and several.

IN WITNESS WHEREOF the Owner and the CA have executed this Agreement as at the date first above written.

Corporation of the Town of Plympton-Wyoming

St. Clair Region Conservation Authority

Sign _____

Sign _____

Name _____

Name _____

Title _____

Title _____

Schedule "A"

Legal Description of Lands

Meeting Date: June 22, 2023
Report Date: May 24, 2023
Submitted by: Greg Wilcox

Item 6.4 (a)

Subject: A.W. Campbell House

Recommendation:

That the Board of Directors approve the recommendation in this report to apply to the Council of Brooke-Alvinston for a demolition permit for the A.W. Campbell house.

Background:

During the 1970's the Campbell House Museum typically operated a few days per week from May to September. Operating costs were funded through Ontario's Historical and Museums Branch. At some point in time during the 1980s, the Museum hours of operation changed, and it only opened one weekend each year during the Maple Syrup festival. It continued to operate in this fashion until 2001. In 2001, the Museum was broken into, and several artifacts were stolen. The Museum has not operated since 2001.

In September of 2021, the Board of Directors approved a staff recommendation to remove the building due to safety concerns. Following this approval, a group of community members expressed disapproval with the removal of the building. The Municipality of Brooke-Alvinston sent correspondence requesting the Authority reconsider the decision. At the Authority's November Board of Director's meeting, the original motion was amended to read:

BD-21-120

Nemcek – Burrell

“That the following previously adopted motion be amended to now read that the Board of Directors acknowledges the report dated July 14, 2021 on the removal/tear down of the Campbell House Museum from the A.W Campbell Conservation Area and that staff be directed to postpone any action relating to the building until May 1, 2022 in order to allow the community to fundraise and for staff to investigate further options and further that any repairs or restorations to the A.W. Campbell House Museum be done so at no cost to the St. Clair Region Conservation Authority.”

CARRIED

Update:

- October 29, 2021, Brooke-Alvinston sent a letter to the Authority requesting a reversal of the decision to tear down the Campbell House

- December 15, 2021, the Authority received correspondence from the Municipality of Brooke-Alvinston that by-law number 17 from 1991 designates the building as being of historical value or interest under the Ontario Heritage Act.
- On February 9, 2022, Authority staff met on site with building department staff from Lambton County to inspect the building. County staff will provide additional information.
- February 23, 2022, a roofer contracted by the “Friends of Campbell Park” completed repairs to patch holes in the roof
- On April 20, 2022, Thor Dingman, an Ontario Registered Designer (PreservationWorks Consultant) visited the site at the request of the “Friends of Campbell Park” (report to be completed)
- On May 12, 2022, Ken Phillips (Authority GM) attended Brooke-Alvinston Council meeting to answer questions regarding the Campbell house
- In October of 2022, VDP Engineering provided a Structural Condition Assessment for the AW Campbell House (attached)

County of Lambton Building Department Comments:

The following building deficiencies were noted:

- Outward deflection of at least two exterior walls.
- Two broken windows.
- Foundation is missing or damaged in various areas surrounding the building.
- Front door frame has separated from the rest of the wall.
- Roof has a large hole and several small holes throughout the entire roof.
- Evidence of water ingress can be found in various areas throughout the structure.
- At least one heavily rotted floor joist or beam.
- Peeling paint.
- Mould appears to be present.
- Improper grading directing water beneath the structure.

From a Property Standards viewpoint, if this structure is to remain for **exterior observations only** the following would be required:

- A full Structural Professional Engineer Assessment
- Repair Roof.
- Board windows and ensure all exterior entrances are secured.
- Alter grading.

In order for this structure to be **occupied**, the following is required:

- A full Structural Professional Engineer Assessment.
- Mould analysis/remediation
- Possible lead paint analysis/remediation
- Potential asbestos concerns, none evident at time of inspection
- Alter grading.
- Repair roof.
- Repair windows.
- Smoke/CO
- Electrical

- Emergency Lighting

As for accessibility and washrooms, Building Services advised that septic would be required if a full-time use is established. Accessibility to the upstairs would be an issue for persons with restricted mobility.

If a decision is made to undergo a full renovation, building, plumbing, and septic permits will be required along with full Ontario Building Code upgrades, including accessibility, etc. and if cooking equipment is proposed, there will be additional requirements.

Structural Condition Assessment:

The Assessment completed by VDP Engineering is attached to this report. The following are excerpts from the “Conclusions and Recommendations” within the report:

“Based on the observations during our site review, we concluded that the structural system of the A.W. Campbell house at the present time does not have the required strength, stability, and durability to continue to fulfill its intended use and be able to adequately resist all the loads to which it is exposed unless the observed deficiencies and defects are eliminated in the near future. The ability of the system to absorb any local failures without potential widespread collapse of the system has also been significantly reduced.”

“Leaving the house in the current condition is not an option. It will inevitably lead to further gradual deterioration and eventual collapse of the structure. The collapse, partial or overall, will likely happen abruptly and without a warning once the remaining residual strength, or the integrity, or the stability of the system are exhausted.”

“... significant parts of the structural system like, foundation walls and roof structure need to be completely replaced”

“... walls and floors need to be repaired and strengthened. The existing exterior and interior finishes have to be completely removed before the existing walls’ and floors’ structural elements can be exposed, examined in detail and based on that determine whether they can be repaired and strengthen or need to be replaced as well. If they can be saved, mold remediation will likely be needed as well.”

“The complete and substantial restoration of the house structure may eventually prove to be difficult, even maybe impossible, and if it is possible, it may prove to be financially not viable.”

Financial Impact of Building a Replica or Restoration:

Preliminary estimate for demolition and construction of a replica:

Construction of a 1600 sq ft. replica at estimated \$300 per sq ft	\$480,000
Demolition including careful salvage of components that may be used in replica	\$25,000
Design and consulting	\$15,000
Total Estimated Cost	\$520,000

Based on the required work to restore the existing building, it is anticipated that costs could exceed that of building a replica.

Alternative Options:

1. Request the heritage designation be repealed.

Section 32 of the Ontario Heritage Act states:

32 (1) An owner of property designated under this Part may apply to the council of the municipality in which the property is situate to repeal the by-law or part thereof designating the property. R.S.O. 1990, c. O.18, s. 32 (1).

Under section 32 of the Act, the municipality would be required to publish notice of the application and persons would have 30 days to serve notice of objection. Municipal council would make a decision on whether or not to repeal the designation. Decisions are subject to an appeal process.

2. Request a demolition permit for the Campbell house.

Section 34 of the Ontario Heritage Act states:

34 (1) No owner of property designated under section 29 shall do either of the following, unless the owner applies to the council of the municipality in which the property is situate and receives consent in writing to the demolition or removal:

1. Demolish or remove, or permit the demolition or removal of, any of the property's heritage attributes, as set out in the description of the property's heritage attributes in the by-law that was required to be registered under clause 29 (12) (b) or subsection 29 (19), as the case may be.
2. Demolish or remove a building or structure on the property or permit the demolition or removal of a building or structure on the property, whether or not the demolition or removal would affect the property's heritage attributes, as set out in the description of the property's heritage attributes in the by-law that was required to be registered under clause 29 (12) (b) or subsection 29 (19), as the case may be. 2019, c. 9, Sched. 11, s. 12.

Decision of council

(4.2) The council, after consultation with its municipal heritage committee, if one is established, and within the time period determined under subsection (4.3),

(a) shall,

(i) consent to the application,

(ii) consent to the application, subject to such terms and conditions as may be specified by the council, or

(iii) refuse the application;

Staff Recommendation:

Due to the current condition of the Campbell house, staff recommend applying to council for a demolition permit. The building has no current or future planned use and the cost of restoration or constructing a replica is not feasible for the Authority.

VDP ENGINEERING

1768 Ennismore Crescent
London ON N6G 5N2
(519) 473 - 2850
(519) 473 - 6846
vdpengineering@rogers.com

October 12, 2022
File: 22 - 02152

St. Clair Region Conservation Authority (S.C.R.C.A.)
205 Mill Pond Crescent
Strathroy, ON N7G 3P9

Attention: Mr. Greg Wilcox, Manager of Conservation Areas

Dear Sir,

Regarding: A.W. Campbell House at 8477 Shiloh Line, Alviston - Condition Evaluation (Structural)

Background and Scope

In July 2022 VDP Engineering was retained to provide a visual structural assessment of the house located at the captioned address. The house and the surrounding property were designated as Heritage Property (under the Ontario Heritage Act) by the Corporation of the Township of Brooke in May of 1991 (By-Law Number 17). The purpose of the assessment is to determine whether there are any immediate as well as, medium-to-long term concerns regarding the safety, serviceability, stability and durability of the house structural system.

From the provided material information, we understood that the house was built in, or about, 1867 (Canada's year of Confederation) by Neil W. Campbell, the father of A.W. (Archie) Campbell. A.W. Campbell was born in this house in 1888. Upon his death in 1965, the right to purchase the 308 acres farm property, incl. the house and surrounding barn and barn buildings was willed to the Sydenham Valley Conservation Authority (now S.C.R.C.A.). The Conservation Authority took over the property in 1966 and converted the house, complete with the period furnishing of the Campbell's and local citizens, into museum. We understood that It operated as a museum until about 20 years ago when, due to the lack of maintenance and worsening of the condition of the house it was closed for public viewing. It has stayed closed ever since with very little maintenance and repairs completed in this period.

We understood that since 1980's the Conservation Authority made numerous repairs and improvements to the house:

- New concrete block and clay brick foundation walls (1980's),
- New cedar shingles, new board and batten exterior siding and new interior flooring (1990's), and
- Replacement of missing cedar shingles (2022).

We also understood that Building Inspector and Property Standards Officer with the Lambton County visited the house in, either 2021 or early 2022 and upon visual inspection noted numerous deficiencies associated with the safety, serviceability, stability and durability of the house. As result, the County issued a list of deficiencies that the Conservation Authority need to address in order the house either, remain available for *exterior observation only* or be *used as a museum again*. In either case, the County requested assessment of the condition of the house structural system to be conducted by a professional engineer licensed to practice in Province of Ontario.

Typical situations when structural assessment becomes necessary include change of use of the building, damage and/or deterioration, and when the safety of the structure is a concern because of known or potential defects.

Material Information Review

For the purpose of this assessment S.C.R.C.A. provided us with the following information:

- Measured Floor Plans (both floors) and exterior photographs of the farmhouse prepared by Thor Dingman B. Architectural Sc. Inc., member of CAHP (Canadian Association of Heritage Professionals),
- A.W. Campbell's Last Will & Testament dated June 28th, 1963,
- Purchase of the Property Agreement between the Campbell's Estate and Sydenham Valley Conservation Authority, dated April 25th, 1967,
- By-Law No. 17 of May 23rd, 1991 issued by the Corporation of Township of Brooke, and
- Letter from V.N. Styrmo, Museum Adviser to John F. King with Department of Public Records & Archives dated September 19th, 1967 or 1968.
- Two photos taken during the replacement of the foundation walls in 1980's.

Due to the age and construction practices at the time, probably there are no any original construction drawings of the house. These drawings would reflect the engineering knowledge, building code requirements (if any) and material and construction advances at the time and place of the construction of the house.

Noted *By-Law* designates the house and surrounding property as a heritage site of architectural or historic value or interest. Once the property has been designated under the *Heritage Act*, a property owner must apply to the local municipality for permit to undertake alterations to any of the identified heritage elements of the property or to demolish any buildings or structures on the property. The *Heritage Act* also contains provisions which enable the municipalities to enact *by-laws* requiring the owners of these

designated buildings to maintain the structures and their heritage elements. Such *by-laws* are intended to prevent so called '*demolition by neglect*'. These demolitions by neglect situations arise in cases when the owner allows the building or structure to deteriorate to the point that *demolition becomes necessary or restoration becomes unreasonable*.

The September 19th, 1967/8 letter by the Museum Advisor indicates that the house interior and exterior were found to greatly suffer from lack of maintenance. Namely, interior plaster was found loosen as result of water leakage through the roof and the exterior siding was found extensively weather-beaten and in need of immediate painting. The letter concludes that even though the house 'is not beyond redemption, it will take a great deal of repair, paint and plaster to catch up on all the years of deterioration which may bring the cost of restoring to be almost prohibitive without some voluntary assistance, either financial or physical'.

The Advisor also found that the barn and attached buildings located near the house were in poor shape with foundation crumbling and beams rotting. These buildings were likely later demolished since they do not appear on the site any longer. They can be partially seen on older photographs of the house.

Site Observations

For that purpose of this assessment we conducted a site review of the farmhouse on September 22nd. The review was visual, non-destructive in nature and was performed from outside and inside the house. The documentation of the observations is supported by digital photographs and field notes.

The house is comprised of 21 ft. 6 in. long by 30 ft. wide two-story main building and 19 ft. 3 in. long by 16 ft. wide one-story outer kitchen or annex. The kitchen is attached to the south-west wall of the main building. The main building houses the dining room, parlor and one bedroom on the ground floor and three bedrooms and a centrally located hallway on the second floor. Single flight of stair, located along the south-west wall of the dining room, connects the floors. The one-story annex (outer kitchen) is connected to the main building with a single man door. The house main entrance door is located on the north-east wall, off the dining room. The outer kitchen has two other entrance doors, one on the south-west wall and another on the south-east wall.

Each room has at least one window. They appear to be original windows. The glass on majority of these windows was found broken.

The house is sided with board and batten type wood siding. Our understanding is that this siding was installed in 1990's and that it replaced the original construction siding. Most of the outside walls of the house were observed not to be completely plum. They have visible sideways, inward and/or outward type of deflection. The deflections seem to run from the bottom to the top of the walls and are permanent in nature. This type of deflection is usually indication of loss of lateral support of the wall due to construction deficiency and wind exposure. The south-east wall of the main building has the most prominent visible deflection from all of the walls. The siding is extremely weather-beaten and is rotting along the bottom. The bottom of the siding is almost touching the surrounding ground.

The roof is pitched type on both, the main building and the outer kitchen but, the pitches run in different directions. The roofs do not have any type of eave throughs and downspouts so, the rain and snow melt water freely flow from them to the surrounding soil. The roof attic space is not naturally ventilated. The roofing is made of cedar shakes nailed to plank type wood sheathing. The roof structure underneath consisting of wood ceiling joists and roof rafters. There are no collar ties on the roof rafters. The roof insulation consists of batt type insulation, which was likely added during one of the renovations of the house. Beside the cedar shakes & insulation, the roof structure appears to date from the original construction of the house. By the stains observed on the ceiling plaster, the roof on the main building has been leaking significantly on numerous locations. The biggest leak is located near the fireplace chimney resulting in disintegration of the plaster and a big hole on this area of the ceiling.

There is one brick fireplace located on the north-west wall of the dining room and two brick chimneys, one along the south-east wall (serving the ground and second floor bedrooms and the ground floor parlor) and another along the south-west wall of the kitchen. The bricks of the chimneys of the fireplace and the kitchen were generally visually found in fair condition (with signs of past repairs and spot brick replacements) while, the bricks of the chimney at the south-east wall were found in bed shape and in need of repair.

The rubble stone strip foundation walls from the original construction of the house were mostly replaced in 1980's by about five feet deep concrete block and clay brick strip walls. From the provided photos it is not clear whether the new foundation walls are supported by strip footings or not and how the building wood structure was connected to the new foundation wall. The original rubble stone strip foundation wall is still visible along the north-west wall of the outer kitchen, near the junction with the main building.

The kitchen wood structure does not sit on the foundation wall at that location i.e. there is visible gap between them. With exception of the north-west foundation walls of the main house the rest of the foundation walls are mainly flush with the surrounding soil, with the bottom of the board and batten wood siding almost touching the ground.

The soil grading around the house is mainly flat with shallow natural slope in south-west to north-east direction. With fairly shallow slope, to direct the ground water away from the house, it mainly sits around the house until it naturally percolates into the surrounding soil. On some locations the surface water is even directed towards the house. Lack of eave throughs and downspouts as well as splash pads to direct the roof water away from the house makes the situation even worse.

Visual review inside the house was mainly focused on the condition of the roof, ceilings, floors, stair and the walls. Condition of the fireplace chimney inside the house was also observed through the hole in the second-floor ceiling. The house was also reviewed for visual signs of mold.

The roof structure (decking, rafters, ceiling joists and plaster) was generally visually found in fair to bad condition. The prolonged and sustained exposure to water leakage combined with the shear age of the wood and deficiencies associated with the original construction significantly affects the condition of the roof structure. The second-floor ceiling was generally found loosen and susceptible to further disintegration and formation of holes. The plank type wood sheathing is in need of complete replacement.

The floors and stair structures were generally visually found in fair condition with no signs of significant loss of structural integrity, stability or excessive deflection or permanent deformation. The ground floor ceiling was generally found in fair condition for the age.

Even though it cannot be confirmed, it seems that the walls are likely of balloon-type framing/construction. Balloon type framing involves the erection of the full height walls (two floors in this case) around the building interior prior of the construction of the floors. The floor joists are then supported on ribbons let into the walls of the building. Three out of four walls of the main building have lost their stability i.e., their initial geometrical configuration due to so called *lean over or raking failure* as result of the horizontal and uplifting wind forces. The main reason for this type of failure is the roof-to-wall and roof sheathing-to-rafter connections within the first 3 ft. of the roof edges. The loss of stability is not only affecting the serviceability of the walls like, door frames separated from the wall framing but, also is affecting their strength i.e., ability to resist the loads to which they are exposed. This can cause serious structural damage, even destruction of part of the building in right circumstances.

There are no signs of any sliding of the structure off its foundations which, indicates adequate anchorage of the wood floors and walls to the foundation walls underneath. There are signs of presence of black mold along the edges on some of the bedrooms of the second floor. Mold are microscopic fungi that develop and grow in presence of food (wood, cellulose) and presents of prolonged and sustained moisture in secluded parts of the buildings like, attics, walls and floor cavities. The mold causes material durability issues associated with development of rot and therefore, premature degradation and eventual destruction of the wood structural elements like, wall studs and floor/ceiling joists. Handful of these molds are also detrimental to the human health.

The house does not contain any electrical or plumbing/sewage systems and facilities. Our understanding is that there is an electrical panel with switch located inside the house (under the stair) but, it only serves the picnic area located across the house, but not the house. We do not know whether there is permit to install this panel inside the house.

Conclusion and Recommendations

Structures and their constituent elements generally deteriorate and exhaust their useful life over period of time known as normal life expectancy. Construction practices and materials used as well as, the engineering knowledge and building codes and standards prevalent at the time and place of the construction greatly influence the life expectancy. Regular and preventive maintenance combined with timely repairs and spot replacements help the structure to achieve, and even prolong, the life expectancy. If left unattended, or sporadically and inadequately maintained and repaired, the structures and their elements would gradually deteriorate to the point when their strength, integrity and stability and therefore, their ability to perform their intended use is progressively compromised. When that time is reached, they either need to be substantially repaired/restored, provided it is physically possible and financially viable, or to be demolished and re-build in order to continue to fulfil their intended purpose.

Despite the lack of compliance with the modern codes, if properly interconnected and timely repaired, the structural systems of many older buildings have generally performed satisfactorily over the years without distress or failure. In these cases, when careful site review revealed that there was no evidence of any significant damage, distress and deterioration and there have been no changes in the loading and intended use of the structure in the last, at least 30 years, the structural assessment is usually based on premise of *satisfactory past performance*.

Based on the observations during our site review, we concluded that the structural system of the A.W. Campbell house at the present time does not have the required *strength, stability and durability* to continue to fulfil its intended use and be able to adequately resist all the loads to which is exposed unless the observed deficiencies and defects are eliminated in the near future. The ability of the system to absorb any local failures without potential widespread collapse of the system has also been significantly reduced.

Leaving the house in the current condition is not an option. It will inevitably lead to further gradual deterioration and eventual collapse of the structure. The collapse, partial or overall, will likely happen abruptly and without a warning once the remaining residual strength, or the integrity, or the stability of the system are exhausted.

The fact that this house survived for over 150 years, more than twice as long as the life expectancy of any contemporary house of this period, with only sporadic maintenance and repairs/replacements over the years, speaks about the resiliency of these older houses and their structural systems.

In order to eliminate the observed deficiencies and defects and extend the life expectancy, significant parts of the structural system like, *foundation walls* and *roof structure* need to be completely replaced while, other parts like, *walls* and *floors* need to be repaired and strengthen. The existing *exterior* and *interior* finishes have to be completely removed before the existing walls' and floors' structural elements can be exposed, examined in detail and based on that determine whether they can be repaired and strengthen or need to be replaced as well. If they can be saved, mold remediation will likely be needed as well.

In conjunction with foundation walls, the grading in immediate vicinity of the house has to be lowered and slope adequately so, the rain and snowmelt water can run away from the house. Introduction of eave throughs and downspouts, even though optional, would also greatly improve the situation with surface water around the house.

The complete and substantially restoration of the house structural system may eventually prove to be difficult, even maybe impossible, and if it is possible, it may prove to be financially not viable.

More realistic and likely financially more viable long-term option/solution for the Conservation Authority would probably be to demolish the ex. house and re-build replica structure on the same location. The choice of materials, texture and color of the new exterior and interior finishes and roofing can closely resemble the original finishes which, combined with the original furnishing and artifacts inside the house will make the house a great museum again. That way the original condition of the A.W. (Archie) Campbell will, as described in the noted By-Law, that the house stays available to general public, will be preserved.

It should be noted that cost estimate and life-cost analysis of any of the two options were not part of this assignment and need to be further explored by the Authority.

The situation with demolition and re-building of the house/museum is further complicated by the fact that the house is designated as a Heritage Property. Since the Heritage Act is

complex piece of legislation we recommend that the Authority retain a lawyer who will advise and guide the Authority through this process. We trust that this report meets your current needs. However, if you have any questions or concerns, please, feel free to contact the undersigned.

Sincerely,

VDP Engineering

Dejan Popovic P.Eng.
Senior Structural Engineer

CORPORATION OF THE TOWNSHIP OF BROOKE

BY-LAW NUMBER 17 OF 1991

A By-law to designate the property known municipally as Lot 23, Concession 6 as being of Historical value or interest.

WHEREAS section 29 of The Ontario Heritage Act, 1974 authorizes the Council of a municipality to enact by-laws to designate real property, including all buildings and structures thereon, to be of architectural or historic value or interest; and

WHEREAS the Council of the Corporation of the Township of Brooke has caused to be served on the owners of the lands and premises known as A. W. Campbell Conservation Area at Lot 23, Concession 6 and upon the Ontario Heritage Foundation, notice of intention to so designate the aforesaid real property and has caused such notice of intention to be published in the same newspaper having general circulation in the municipality once for each of three consecutive weeks; and

WHEREAS the reason for designation is set out in Schedule 'B' hereto; and

WHEREAS no notice of objection to the proposed designation has been served on the clerk of the municipality;

THEREFORE the Council of the Corporation of the Township of Brooke enacts as follows:

- 1) There is designated as being of historical value or interest the real property known as A. W. Campbell Conservation Area at Lot 23, Concession 6.
- 2) The municipal solicitor is hereby authorized to cause a copy of this by-law to be registered against the property described in Schedule 'A' hereto in the proper land registry office.
- 3) The Clerk is hereby authorized to cause a copy of this By-law to be served on the owner of the aforesaid property and on the Ontario Heritage Foundation and to cause notice of the passing of this by-law to be published in the same newspaper having general circulation in the municipality once for each of three consecutive weeks.

READ A FIRST AND SECOND TIME this 23rd day of May, 1991.

READ A THIRD TIME AND FINALLY PASSED this 23rd day of May, 1991.



Ross M. Lean

REEVE

Gloria Bedford

CLERK

CORPORATION OF THE TOWNSHIP OF BROOKE

BY-LAW NUMBER 17 OF 1991

SCHEDULE 'A'

PROPERTY DESIGNATED

All and singular that certain parcel of land and premises situate, lying and being in the Township of Brooke, County of Lambton, Province of Ontario and being composed of all lot twenty-three (23) in the Sixth Concession of the said Township of Brooke according to deed registered as instrument number 237250.

CORPORATION OF THE TOWNSHIP OF BROOKE

BY-LAW NUMBER 17 OF 1991

SCHEDULE 'B'

PROPERTY DESIGNATED

LOT 23, CONCESSION 6

A.W. CAMPBELL HOUSE MUSEUM

REASON FOR DESIGNATION

The A.W. Campbell House located at the St. Clair Region Conservation Authority's A.W. Campbell Conservation Area, is recommended for designation for historical reasons. This pioneer farmhouse was built in 1867 (Canada's year of Confederation) by Neil W. Campbell, the father of A.W. (Archie) Campbell. The original character of the home has been maintained and represents frame home construction typical of this rural area at that time.

A.W. Campbell was born in this home in 1888. Mr. Campbell, an ardent conservationist, was anxious to preserve this rural setting for the recreation and enjoyment for future generations.

Upon his death in 1965, the right to purchase the 308 acre property was willed to the Sydenham Valley Conservation Authority with certain conditions attached. It was his thought that the house would be maintained, as well as the park-like surroundings for the use of the general public.

Since the property was taken over by the Conservation Authority in 1966, this house has been used as a museum, complete with period furnishing of the Campbell's and other local citizens.

During the past five years, the condition of the floors has worsened, resulting in the closing of the house for public viewing. Structural work is necessary on the floor supports and floorboards to prevent further deterioration to the building and to restore safety conditions. In addition, the outside walls are experiencing severe dry rot and the roof requires repair to eliminate persistent leaking problems.

Meeting Date: June 22, 2023
Report Date: May 25, 2023
Submitted by: Greg Wilcox

Item 6.5 (a)

Subject: Seasonal Campsite Structure Building Code Compliance Update

Recommendation:

That the Board of Directors approves the staff recommendations contained within this report dated May 25, 2023.

Background:

On Monday, December 6, 2021, Marsh Advisory Consulting Solutions (Marsh Canada Limited – SCRCA Insurance Provider) provided a memo with numerous recommendations to reduce risk on Authority owned lands. The memo resulted from a risk control visit in November of 2021, where a risk consultant walked 3 Authority properties (Coldstream CA, Highland Glen CA, and Warwick CA).

Staff have been working through the recommendations since that time, including:

- Development of the Risk Management and Land Classification Guideline
- Development of the Signage Guideline
- Development of an inspection process for all Authority lands and associated infrastructure
- Completion of risk assessments for Authority owned and managed lands
- Updating signage as needed and budget permits
- Utilizing 3rd party playground inspection services
- Training staff as Provincial Offences Officers
- Adding speed bumps within campgrounds
- Reviewing the need and pricing railing upgrades throughout Conservation Areas.

In the fall of 2022, staff started to investigate recommendation OFI-21-8 as stated below:

A formal review process should be developed to ensure that all decks and associated steps, guards, railings, etc. constructed by individual trailer park renters meet the requirements of the Ontario Building Code (Part 9). At the time of this visit, it was noted that numerous steps and decks constructed by trailer park renters did not include railings and guards as required by the Ontario Building Code. Legal counsel should also be consulted regarding development of a formal waiver or legal agreement (e.g. hold harmless / indemnification clause) between the individual trailer park renters and the SCRCA to reduce the overall liability exposure to SCRCA.

Through consultation with local building departments, it was discovered that decks over 24” high and constructed roofs require building permits. It is staff’s understanding that no permits have been issued. These structures do not meet the requirements of the Ontario Building Code.

Staff have investigated the option to acquire “after-the-fact” permits, however permits cannot be issued for these structures as constructed.

Generally, decks over 24” high and constructed roofs require some form of footing in the ground (concrete pier, concrete footing with buried posts, helical pier, etc.). All structures have been constructed on either deck blocks or patio stones, as the Authority does not permit excavations within the conservation areas. Due to the short-term nature of seasonal camping permits, it is not desirable to permit excavations. SCRCA campgrounds do not have the resources to remove buried concrete when seasonal campsites become vacant. In addition, buried services (water and hydro) are not well mapped, and would present risk if excavations were permitted.

Motion Passed at March AGM:

BD-23-25

Miller – MacKinnon

“That the Board of Directors acknowledges the report, dated February 1, 2023 on the Building Code Compliance for Seasonal Campsites and directs staff to inform all seasonal campsite occupants deemed out of compliance with a request that they comply by the end of the 2025 camping season or upon vacancy of the site, whichever is to occur first.”

CARRIED

Process Update:

- Staff have inspected each campsite and identified sites with decks greater than 24” high and/or constructed roofs
- Letters have been provided to each campsite occupant deemed out of compliance
- Staff have gone site by site at each Conservation Area to discuss the issue with individual campsite occupants (May 6/7 at LCH, May 13/14 at WWK, and May 27/28 at AWC)
- Each campsite deemed out of compliance has been provided a letter and waiver. Waivers can be signed and returned by August 15, 2023 to receive a grace period until October 1, 2025 to become compliant
- At this time, compliance means lowering decks below 24” above grade, (in some instances this can be accomplished by modifying the surrounding grade), and removing roof structures.

Number of Sites out of Compliance:

A.W. Campbell CA	
Deck Only	16
Roof Only	26
Deck and Roof	11
Total Campsites out of Compliance	53
Total Number of Seasonal Campsites at AWC	112

L.C. Henderson CA	
Deck Only	11
Roof Only	26
Deck and Roof	41
Total Campsites out of Compliance	78
Total Number of Seasonal Campsites at LCH	123

Warwick CA	
Deck Only	26
Roof Only	41
Deck and Roof	31
Total Campsites out of Compliance	98
Total Number of Seasonal Campsites at WWK	191

Comments/Concerns Provided by Campers During Site Visits:

- Decks slippery when wet, roof keeps the deck dry, safety concern
- Older campers move back and forth from deck into trailer often, safer without a step
- Trailer awnings are prone to damage from wind, roofs are stronger
- Roofs provide protection from falling limbs during wind events, have protected trailer and campers from falling limbs in past storms
- Campers are going to incur a cost to modify/remove, feel they should be compensated
- Would like a formal process for requesting compensation
- Many campers have purchased their trailer on site, including structures (they didn't construct them), feel it's unfair that they are going to take financial loss
- **Existing structures should be grandfathered (some indicated indefinitely, some indicated for the existing occupant) (discussed below)**
- **Could campers be grandfathered if they sign waiver annually and carry higher liability insurance? (discussed below)**
- **Can campers make modifications and get a permit to be grandfathered? (discussed below)**
- Higher deck needed for accessibility, wheelchair or other requirement
- Can Authority assist with modifications in any way (suggested providing a dumpster each season for a period for campers to use for construction waste)

Concerns with Grandfathering Structures as Built:

As no building permits were obtained, construction quality varies considerably. SCRCA contracted a certified designer (with Building Code Identification Number – BCIN) to visit one of our campgrounds and review the construction of approximately 20-25 roof structures. Aside from the fact that structures are on deck blocks, the designer noted additional building code deficiencies with most structures. Our insurance provider has advised against grandfathering structures that are not building code compliant other than for accessibility.

Concerns with Grandfathering Structures on Sites that Carry Higher Liability Insurance and Sign Waivers

SCRCA's insurance provider has advised against this. The Authority would need to ensure that each individual campsite occupant's insurance provider is aware that existing structures are not building code compliant. Our advisor does not believe many insurance providers would supply a letter confirming coverage of non-compliant structures. Additionally, there is concern that the Authority would not know the qualifications of individuals sent to make assessments on behalf of the camper's insurance provider.

Permit Requirements and After-the-fact Permit Availability by Campground

AW Campbell CA	LC Henderson and Warwick CA's
After-the-fact permit not available without structural engineer's report	After-the-fact permit an option if structure is OBC compliant
Gazebos up to 15 sq. m (162 sq. ft) exempt from permit requirements if not supported by deck	Gazebos up to 15 sq. m (162 sq. ft) exempt from permit requirements if not supported by deck
Decks greater than 24" high require a permit	Decks greater than 24" high require a permit
Porch roof up to 15 sq. m exempt from permit	Porch roof requires a permit
Pergolas do not require a permit	Pergolas do not require a permit

Building Code for Deck Blocks:

Most decks and porch roofs on Authority lands are constructed on pre-cast deck blocks. Deck blocks can be used for freestanding decks up to 23.5" from grade to the underside of floor joist. This means that some decks constructed on deck blocks may be able to obtain an after-the-fact permit. The Authority can provide authorization for a camper to apply for an after-the-fact permit (LCH and WWK only) if the deck meets the above criteria. If the deck passes inspection, it would no longer be viewed as out of compliance with the building code. The building code does not permit deck blocks to support a roof.

Aluminum Roof Systems Installed by a Sunroom /Awning Company:

Aluminum roof systems have been installed on approximately 20 sites by a professional installer. They are designed to be connected to the trailer on one side and supported by posts

on top of the deck on the other. The engineering for these systems has been reviewed by the building department. The engineering is not sufficient to issue a permit, as it doesn't specifically detail that they can be supported by a deck that is constructed on deck blocks (and deck blocks can't support a roof under the Ontario Building Code). If engineering was to be provided that satisfies the Building Department, after-the-fact permits may be an option for these structures.



Above: image of aluminum roof system

24" Deep, Screw in Deck Anchors:

Campers have requested the use of a screw-in anchoring system that is only 24" long to anchor existing structures. A 24" anchor would be ideal, as it should not be deep enough to impact existing buried services. Specs were provided to the building department to determine if the product could be used to apply for after-the-fact permits. Unfortunately, this product did not satisfy building permit requirements.

Minimum Requirements to Achieve Compliance When Removing a Constructed Roof

A roof structure requires a building permit. A pergola does not require a permit to be issued. At minimum, a constructed roof would require the roofing material (steel roofing, plywood and shingles, polycarbonate panels, etc.) be removed. Remaining framing structure would constitute a pergola and could be grandfathered and remain on site. There are products that could be added to a pergola, without a permit required, to provide shade to the deck. Products such as lattice or sun sails could be added to existing pergolas. This would provide campers a use for most of the structure and reduce the financial loss associated with complete removal. **Staff may not be able to approve the addition of shade products to some structures. If staff have concerns over the remaining structure's safety, some products may not be permitted, or some structures may require complete removal. It may be necessary to consult/contract the building department to assess remaining structures.**

Staff Recommendations for Implementation:

- Grandfather existing decks that are greater than 24” high, without modification or permit, only if the current height is required for accessibility. (accessibility determined by wheelchair requirement or camper has been issued an accessible parking permit for a health condition impacting their ability to navigate steps) These decks would be grandfathered for the current occupant only and would require modification/removal when the occupant no longer camps on the site.
- Grandfather existing decks greater than 24” high upon successful completion of an after-the-fact building permit. (LCH and WWK only) Decks would need to pass inspection on deck blocks. These decks would be grandfathered for the life of the structure.
- Permit the sale of a trailer when the site is not in compliance. The potential purchaser must be made aware of the compliance issue before approval. New site occupants would have one year to become compliant or October 1, 2025, whichever is sooner.
- If aluminum sunroom style roofs can get engineering that satisfies building permit requirements, they would be grandfathered following successful completion of an after-the-fact permit. These roofs would be grandfathered for the life of the structure.
- A constructed roof would be deemed compliant when, at minimum, the roofing material is removed (roofing steel, polycarbonate panels, plywood and shingles, etc.). Remaining “pergola” structures do not require permits and would be grandfathered for the life of the structure if remaining structure deemed safe. Staff would be required to approve any additions to the structure such as lattice, sun sails, etc. to ensure the product would not be considered a roof.
- Constructed gazebos that are not supported by a deck, and less than 162 sq. ft do not require a permit and would be deemed compliant and grandfathered for the life of the structure.
- SCRCA to provide a construction dumpster at each campground for the month of September in each of 2023, 2024, and 2025 to provide campers with a convenient and free location to dispose of construction materials specifically related to the modifications required to make decks and roofs compliant.

Financial Impact:

Estimated dumpster cost: \$6,000 to \$10,000 each year depending on use



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Memo

To: Greg Wilcox, Manager of Conservation Areas

Date: 6 December 2021

From: Luke Pallister, Marsh Advisory Consulting Solutions

Subject: St. Clair Region Conservation Authority - risk review

Copy: Mark Aiello, Marsh Advisory Consulting Solutions
 Glenn Sheppard, Marsh Canada

Greg,

Further to our risk control visit to the St. Clair Region Conservation Authority on Tuesday November 2nd, 2021, please see suggested Opportunities for Improvement below.

The general intent of the visit was to:

- visit a cross section of typical properties operated by your authority (e.g. managed, unmanaged) to obtain a general understanding of typical exposures and risk mitigation initiatives
- review the types of activities that the authority allows / provides on properties (e.g. hunting, hiking, snow shoeing)
- identify any obvious liability hazards (e.g. slip, trip and fall hazards, signage, attractive nuisances / allurements)
- review documentation (e.g. recorded inspections, incident reporting)
- discuss opportunities for improvement

Please note, the suggested opportunities below result from observations and discussions from the day of the visit and are not intended to be comprehensive in nature, nor are they intended to address all of your operational risk exposures. Marsh continues to work with the Conservation Ontario Insurance Committee on broader risk management initiatives to help all CA's streamline and more effectively manage risk. The intent is to ensure risk is managed in a consistent manner across the province. Where risk management best practices are in place, Marsh will help CA's share policies, procedures and strategies to help increase overall risk management capabilities.

This document and any recommendations, analysis, or advice provided by Marsh (collectively, the "Marsh Analysis") are not intended to be taken as advice regarding any individual situation and should not be relied upon as such. This document contains proprietary, confidential information of Marsh and may not be shared with any third party, including other insurance producers, without Marsh's prior written consent. Any statements concerning actuarial, tax, accounting, or legal matters are based solely on our experience as insurance brokers and risk consultants and are not to be relied upon as actuarial, accounting, tax, or legal advice, for which you should consult your own professional advisors. Any modelling, analytics, or projections are subject to inherent uncertainty, and the Marsh Analysis could be materially affected if any underlying assumptions, conditions, information, or factors are inaccurate or incomplete or should change. The information contained herein is based on sources we believe reliable, but we make no representation or warranty as to its accuracy. Except as may be set forth in an agreement between you and Marsh, Marsh shall have no obligation to update the Marsh Analysis and shall have no liability to you or any other party with regard to the Marsh Analysis or to any services provided by a third party to you or Marsh. Marsh makes no representation or warranty concerning the application of policy wordings or the financial condition or solvency of insurers or re-insurers. Marsh makes no assurances regarding the availability, cost, or terms of insurance coverage.

Opportunities for Improvement

- OFI-21-1 Signage should be provided at all managed conservation area access points (i.e. parking lots, trailheads) that informs users, a minimum, of the following:
- a. In the event of an emergency call 911
 - b. Name of Conservation Authority, Conservation Area, and Address
 - c. If you see a concern or have a comment during your visit please let us know, phone number, website
 - d. Stay on designated trails.
 - e. Use caution. Trails are natural and may be uneven and slippery. Prepare for how the weather may affect your visit.
 - f. Trails are not groomed/maintained in the winter (if applicable)
 - g. List of activities “permitted” and “not permitted”.
 - h. Legal disclaimer (Legal counsel should be consulted for specific wording).
- OFI-21-2 Signage should be provided at all “unmanaged / unmaintained” conservation area access points (i.e. parking lots) that informs users, a minimum, of the following:
- a. In the event of an emergency call 911
 - b. Name of Conservation Authority, Conservation Area, and Address
 - c. If you see a concern or have a comment during your visit please let us know, phone number, website
 - d. Stay on designated trails.
 - e. Use at your own risk. Trails are not maintained and may be uneven and slippery. Prepare for how the weather may affect your visit.
 - f. Advise others of how long you expect to be in this area.
 - g. List of activities “permitted” and “not permitted”.
 - h. Legal disclaimer (Legal counsel should be consulted for specific wording).
- OFI-21-3 Further to OFI-21-1, trail maps should be provided at strategic locations (e.g. trail heads/entry points, trail intersections, etc.) within “managed” conservation areas and include right of way and directional requirements, trailer markers, and “You Are Here” labels so that users are aware of their present location.
- OFI-21-4 Formally recorded inspections of trails and associated fixtures (boardwalks, bridges, platforms, underpasses, trail markers, etc.) within managed conservation areas should be performed as frequently as internal resources allow (at least annually) and as determined by in-house land classification policy. The inspections should be recorded using a checklist and each element should include a basic description of what is actually being checked to provide context to each element (e.g. “boardwalk appears free of obvious slip, trip and fall hazards such as protruding nails/screws, missing treads, slippery conditions, etc. Handrails are provided and in place”). The inspection procedure should include a formal follow up process (i.e. monthly review of logs by management staff) so that

deficiencies identified during the inspections are addressed in a timely fashion. Hazards that cannot be immediately addressed should be clearly identified (e.g. fluorescent paint on cracks, warning cones, etc.).

OFI-21-5 In addition to being posted on main entry signage at CA's, information on potential hazards posed by animals and plant life (e.g. coyotes, toxic plants) should be posted on the Authority's website to inform users on identification, precautions, etc.

OFI-21-6 Where practical, the following should be considered for all boardwalks, platforms, picnic areas, and trails near waterways such as marshes, ponds and rivers and in the vicinity of docks, boat launches and dams:

- a. Lifesaving equipment (at regular intervals as appropriate) including the following:
 - buoyant throwing assist (life ring) with a 15 meter buoyant line attached
 - reaching pole (Sheppard's Hook) at least 3 meters in length.
- b. Regular recorded inspections of the lifesaving equipment to ensure all equipment is maintained and in place.

OFI-21-7 For improved safety, particularly that of children, consideration should be given to upgrading existing guards (railings) on pedestrian bridges, viewing platforms, etc. to comply with Part 9 of the Ontario Building Code, specifically:

- a. guards should be at least 1070 mm (3 ft 6 inches) high,
- b. have no openings that allow the passage of a spherical object greater than 4 inches,
- c. and be designed to prevent climbing.

It is understood that the pedestrian bridges, viewing platforms, etc. do not fall within the scope of the Ontario Building Code (OBC), however, it is Marsh Advisory's suggestion that in the interest of overall safety and liability exposure that bridges / platforms, etc. should be provided with guards complying to the OBC whenever the elevation difference between the walking surface of the structure and the surrounding terrain is 600 mm or greater (i.e. fall height). In situations where the fall height is less than 600 mm, "kick plates" should be provided to reduce the likelihood of wheeled devices (e.g. strollers, wheelchairs) from rolling off the structure. The kick plates should be clearly identified with reflective tape or similar means (contrasting colour to the surface of the boardwalk / platform) so that they do not create a tripping hazard. Furthermore, railings complying with the OBC should be provided for all stairs with more than 3 steps.

OFI-21-8 A formal review process should be developed to ensure that all decks and associated steps, guards, railings, etc. constructed by individual trailer park renters meet the requirements of the Ontario Building Code (Part 9). At the time of this visit, it was noted that numerous steps and decks constructed by trailer park renters did not include railings and guards as required by the Ontario Building Code. Legal counsel should also be consulted regarding development of a formal waiver or legal agreement (e.g. hold harmless / indemnification clause) between the individual trailer park renters and the SCRCA to reduce the overall liability exposure to SCRCA.

OFI-21-9 The following should be implemented for all playgrounds:

- a. Consistent signage similar to what is provided at the Coldstream CA municipal playground.
- b. Daily visual and weekly/monthly recorded inspections as appropriate by trained in-house staff utilizing a checklist.
- c. Annual playground inspections by a certified playground inspector in accordance with CSA Z614-14 – Children’s Playspaces & Equipment.

OFI-21-10 Since SCRCA does not have Provincial Offences Officers on-staff, consideration should be given to consulting with the various municipalities throughout the SCRCA’s area to provide assistance in enforcing the “dogs on leash” by-law on a regular basis.

Coldstream

OFI-21-11 Localized “No Swimming” signage should be provided at the old beach area. The old “swim at your own risk” sign should be removed. It is our understanding that the old beach is not generally utilized by community members for swimming, however, it is also understood that the water quality is not suitable for swimming.



OFI-21-12 Further to OFI-21-7, a guard (railing) should be provided along the top of the retaining wall near the dam structure.



Highland Glen

OFI-21-13 SCRCA should consider reviewing the “Waterfront Safety Standards” as provided by the Life Saving Society and, where reasonable, applying the relevant contents to unsupervised waterfront swimming areas. As a minimum, the following should be considered at designated unsupervised swimming areas:

- a. Basic emergency procedures posted with instructions to follow in an emergency (e.g. location of emergency phone, call 911, cover with blanket, etc.);
- b. A dedicated emergency telephone with posted emergency number;
- c. At least 1 buoyant throwing assist with a 15 metre buoyant line attached;
- d. At least 1 reaching pole at least 3 metres in length

OFI-21-14 In addition to OFI-21-13 above and due to damage caused by the dynamic characteristics of the Lake Huron shoreline in this area, the following items should be completed:

- a. Provide localized interpretative signage that informs CA users that the shoreline is dynamic and therefore includes inherent hazards. This signage should be included in the main entry signage as outlined in OFI-21-1 & 2.
- b. Provide removable engineered stairs complying with the Ontario Building Code in the two areas where safe access to the beach area was previously provided.
- c. Implement formal procedure for removing stairs prior to the winter season that includes barricades / guards (or similar means) and signage informing users that beach access is closed during the winter months due to ice heaving conditions.
- d. Make necessary repairs to the edge of the parking lot area due to past drainage damage.

NOTE: No specific OFI’s are being issued with respect to the closed boat launch since this area is reportedly being assessed by a civil engineering consultant. However, general OFI’s above should be

included in the redesigned boat launch (e.g. life-saving equipment, localized no-swimming signage, etc.).



OFI-21-15 Signage warning users of the steep cliffs should be provided both at the main entry point (trail head / parking lots) (See OFI-21-1 and OFI-21-14) to the conservation area and on any individual trails leading to the cliffs in advance of the cliff edge.

OFI-21-16 Speed limit signage should be provided on the roads within the conservation area as outlined by Conservation Ontario guidelines.

Warwick

OFI-21-17 Additional speed bumps should be provided on the one-way road in advance of the of the playground area on the west side of the property. A speed bump is provided on the road but it is located past the playground in the direction of traffic flow.



Date
(Site #)

Item 6.5 (c)

Dear **(Occupant)**

The Authority has become aware that the **(describe offending structure(s))** located on your campsite **(number or description of site)** at is not compliant with the Ontario Building Code. All campers are required to abide by federal, provincial, and municipal laws while on SCRCA properties, including the Building Code. Decks greater than 24" in height and all constructed roofs require building permits. Building permits can not be obtained for roof structures of any kind on campsites within conservation areas. In some cases, permits may be obtained for decks greater than 24" in height if they are able to be constructed on deck blocks. Accordingly, all decks equal to or greater than 24" in height must be lowered to less than 24", or a permit obtained, and all constructed roofs must be removed.

The Authority acknowledges that these structures may have been in place for some time, and as a courtesy the Authority is willing to provide you with a three (3) year grace period to comply with this notice. The grace period shall end on **October 1, 2025** after which campers with non-compliant structure(s) may have their Seasonal Camper License/Permit revoked. This grace period shall only be granted on the condition that you return the attached waiver by **June 30, 2023**. Completed forms can be mailed to **205 Millpond Crescent, Strathroy ON N7G 3P9, ATTN: Greg Wilcox** or emailed to **gwilcox@scrc.ca**. If the waiver is not delivered by June 30th, 2023, a further notice will be issued requiring you to bring the structure(s) into compliance by **October 1, 2023** or your Seasonal Camper Licence/Permit will be revoked.

Sincerely,

Greg Wilcox
Manager of Conservation Areas

Waiver

I/we _____
(insert name of permit holder(s))

Are the permit holder(s) for campsite _____
(insert campsite number)

At _____
(insert name of Conservation Area)

I/we hereby acknowledge that the **St. Clair Region Conservation Authority (SCRCA)** is providing a three (3) year grace period expiring on **October 1, 2025** to allow all campers to remove constructed roofs and acquire deck permits or lower decks located on campsites to a maximum height of 24", conditional on delivery of this waiver.

In exchange for such grace period, I/we agree that the SCRCA shall not be liable for any damage or injury to person or property arising as a result of building code deficiencies for structures located on my campsite, including without limitation any charges, fines, legal costs, or other damages of any kind arising therefrom, and I/we indemnify the SCRCA in respect thereof.

I/we acknowledge that the grace period does not supersede an order issued by any municipality or building official to correct deficiencies.

signature of permit holder

date

signature of permit holder

date

SCRCA Seasonal Camping Construction and Alteration Request Form

Date Submitted: _____ Site #: _____ Site: AWC/LCH/WWK (circle)

Occupants Name: _____ Phone Number: _____

Contractor: _____ Phone Number: _____

Office Use Only: Is Insurance on File and Up to Date: _____ Is Account Current: _____

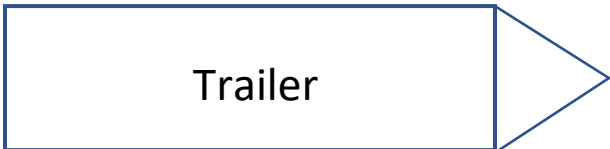
Decks: Deck dimensions are restricted to a distance no greater than the length of the trailer (not including the trailer tongue) and shall not extend a distance greater than 10 ft from the trailer itself. **Decks must not exceed 24" in height.** Decks must be free standing and constructed of materials intended for exterior use (pressure treated wood, patio stones, etc.). **No excavations permitted.**

Sheds: One storage shed is permitted per campsite and can be a maximum of 8 feet x 10 feet with a peak height of 8 feet or less. Sheds must be constructed of weather-proof exterior material.

Gazebos: No larger than 12 feet x 12 feet (or 144 sqft). **Gazebos must be premanufactured hardtop metal roof** and attached to an approved deck.

Firewood Shelter: Maximum size is 72" wide x 32" deep x 48" high, constructed of exterior grade material.

Please sketch below a diagram of the proposed changes including dimensions and construction details.

	<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Road</p>	<p>Additional Details:</p>
--	---	----------------------------

Once approved by the Superintendent and Senior Manager, this document must be displayed in a prominent area (in window of trailer) on the listed site. This document will remain displayed for the duration of the construction.

With this application, I hereby acknowledge and fully understand the conditions noted.

Applicant's signature: _____ Dated: _____

Superintendent's signature: _____ Dated: _____

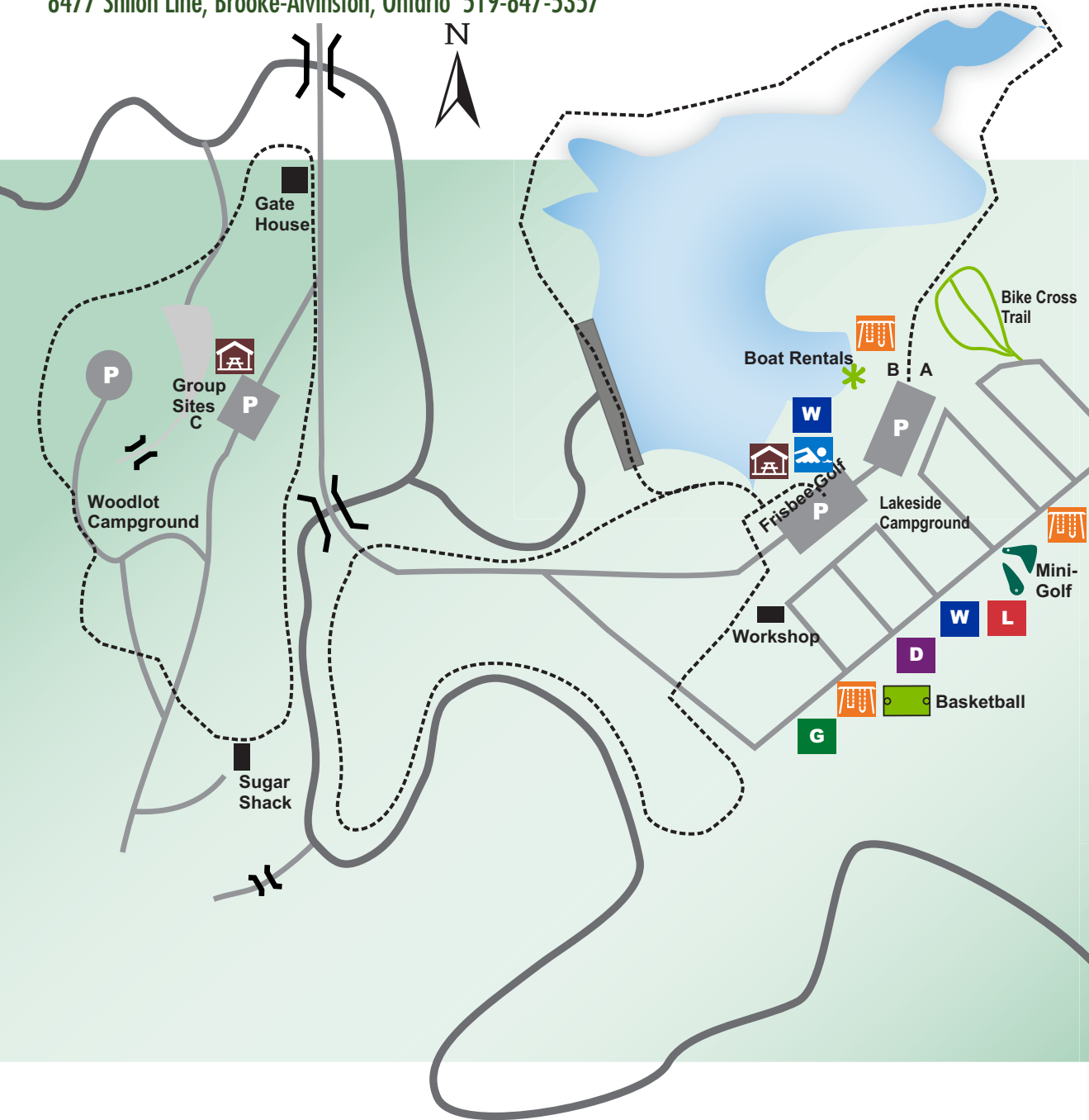
Senior Manager's signature: _____ Dated: _____

Staff Comments:

A.W. Campbell Conservation Area

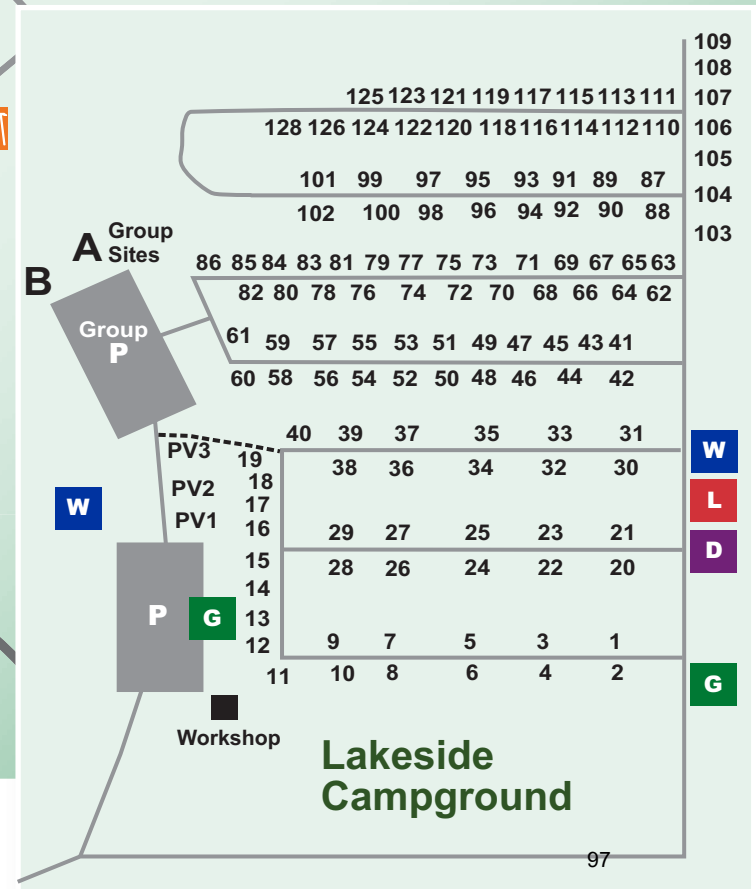
8477 Shiloh Line, Brooke-Alvinston, Ontario 519-847-5357

Item 6.5 (e)



Legend

- W** Washrooms
- D** Dump Station
- G** Garbage
- L** Laundry Facilities
- Playground
- Pavilion
- Swimming Pool
- Trails



Lorne C. Henderson Conservation Area

3653 Petrolia Line, Petrolia, Ontario 519-882-2280

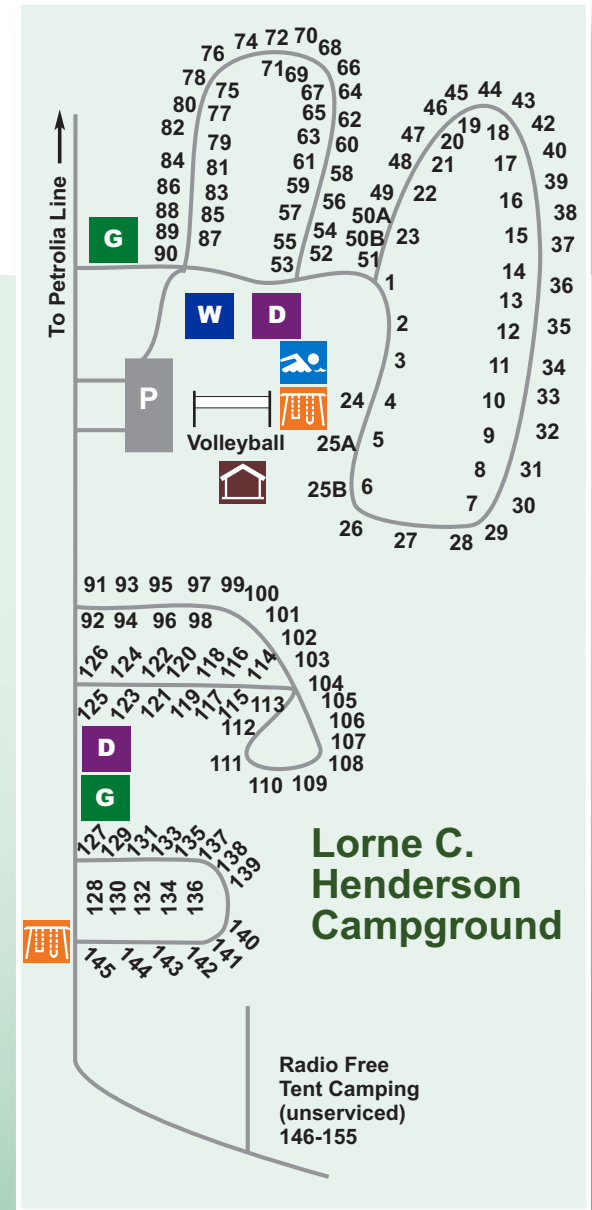


Legend

- Washrooms/ Showers
- Dump Station
- Garbage
- Playground
- Visitor Centre
- Swimming Pool
- Trail
- Viewing Tower



Item 6.5 (f)



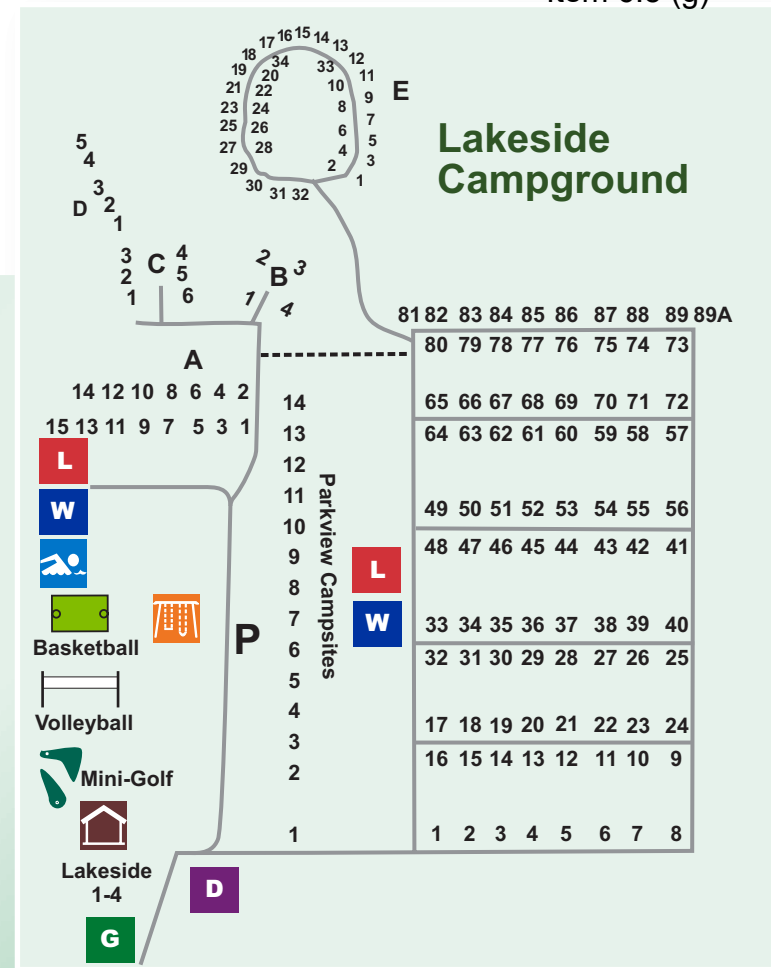
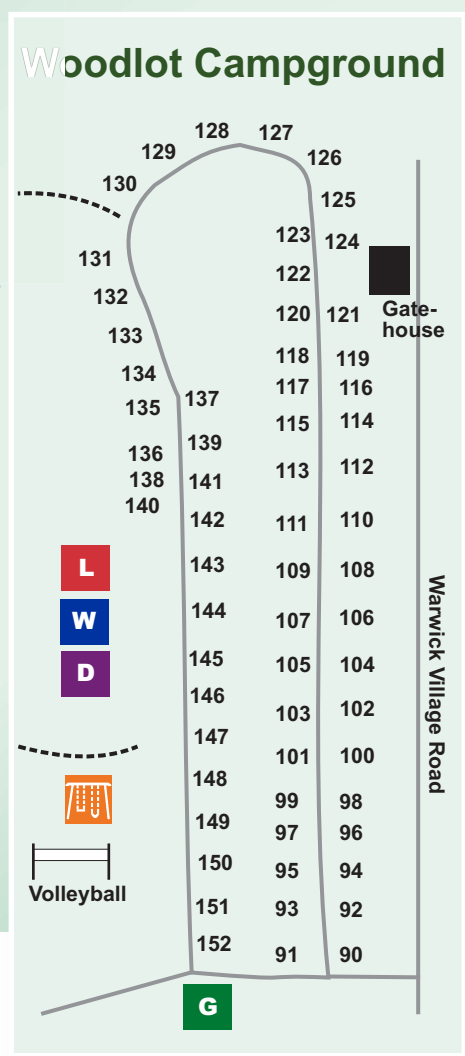
Warwick Conservation Area

6101 Warwick Village Road, Warwick, Ontario 519-849-6770



Legend

- W Washrooms
- D Dump Station
- G Garbage
- L Laundry Facilities
- Playground
- Visitor Centre
- Swimming Pool
- Blue Flag Trail
- White Pine Trail



Meeting Date: June 22, 2023
Report Date: June 2, 2023
Submitted by: Girish Sankar

Item 6.6

Subject: Water & Erosion Control Infrastructure Projects (WECI) 2023 - 2024

Recommendation:

That the Board of Directors acknowledges the report dated June 2, 2023 and further approves the proposal from Shoreplan Engineering Ltd for design of new shore protection structure along Seagar Park.

Background:

Seagar Park

The property is located between Oil Springs Line and Bickford Line and is owned by the Township of St. Clair. Seagar Park shoreline stretches approximately 250 meters along the St. Clair River.

The park is protected by a steel sheet pile wall with two pocket beach cells with gently sloping sand. The wall has a steel cap and has a timber boardwalk on the inland side. At the south end, cobble has been placed in front of the steel sheet pile wall for additional protection.

The shoreline protection has been showing signs of failure with minor backfill losses behind the wall and at several locations along the board walk with a number of broken timber boardwalk sections. Figure 1 shows the location of Seagar Park.

This project is to complete the **shoreline design work** for rehabilitation of the failing shore protection along Seagar Park. The preferred shoreline protection structure is to include armour stone/rip rap revetment with aquatic planting and gravel beds, incorporated along parts of the shoreline, where possible.



Figure 1. Location of Seagar Park



Pictures of Seagar Park Shoreline

SCRCA forwarded a selective RFP to consulting firms to provide a well-considered proposal for design services.

- SCRCA received two submissions for this design project.

Shoreplan Engineering Ltd	\$32,500 + HST
TRUE Consulting	\$37,827 + HST

- Staff recommend the acceptance of low tender submitted by Shoreplan Engineering Ltd for design services.

Meeting Date: June 22, 2023
Report Date: June 6, 2023
Submitted by: Tim Payne

Item 6.7 (a)

Subject: Conservation Land Use Signage

Recommendation:

- a) That the Board of Directors approves staff to post permitted use signs on all properties based on the Authority's Risk Management and Land Classification Guidelines approved April 21, 2022, (attached as appendix A) and further,
- b) That the Board of Directors approves signage for the McKeough Upstream Lands that reflect no public access.

Background:

As staff continue to implement the Authority's Risk Management and Land Classification Guideline, permitted uses of some Authority lands need to be identified and communicated to the public. The guideline classifies land into four general categories:

1. Leased Properties – Leased Conservation Lands
2. Minimal Liability – No Public Access, and Restricted Access, Resource Management Areas
3. Moderate Liability – Moderate Use Conservation Lands
4. High Liability – High-Use Conservation Lands

As part of the Authority's risk management program, all lands are to be inspected, and properly signed, including permitted uses among other essential information.

Most of the McKeough upstream lands are classified as "minimal liability". At this time, permitted uses are not identified for the McKeough lands. Staff recommend no public access for the McKeough upstream lands due to a lack of available facilities/infrastructure and concerns over compatibility with other existing uses. These lands were acquired for the purpose of flood mitigation in the construction of the Darcy McKeough Dam. Due to the location of these lands and their topography, they flood to some extent annually. Generally, there are no public facilities, such as parking lots, maintained trails, etc. Many of the lands contain agricultural fields, which are leased to tenants for this purpose. This in turn requires farming practices with heavy equipment during different times of the day and year. In many instances, members of the public would have to cross agricultural fields to access natural areas. Staff have concerns that tenant crops may be damaged and/or members of the public shouldn't be in fields with large farm machinery. The SCRCA also has a hunting program that issues hunting permits for these lands. No public access should be permitted on these lands to reduce conflict with existing uses.

Access to these lands will be limited to the agriculture tenants, bee yard tenants, hunters with valid permits, SCRCA staff, and any other person(s) issued a permit to access the land for scientific research.

Staff feel that the majority of the McKeough Upstream lands identified as minimal liability, should be posted with no public access. The following McKeough upstream lands will continue to offer public access for identified permitted uses:

- Property 56 (Nicol's Memorial)
- Property 55 (Boat Launch)
- Property 2, 3 (McKeough Dam parking lot and public area)

Strategic Objectives(s):

Goal 4.1 - Conservation Lands

The St. Clair Region Conservation Authority and its Foundation own more than 2,100 hectares of land including campgrounds, day use parks, wetlands, and forests. Moving forward, the SCRCA must ensure that these properties remain valuable assets for the community and are able to withstand the pressures of growth and climate change.

Financial Impact:

There is no financial impact.



St. Clair Region Conservation Authority

Risk Management and Land Classification Guideline

Version 1.0

April, 2022

For the lands owned and/or managed by St. Clair Region Conservation Authority (SCRCA), this Risk Management Guideline provides a framework for Risk Planning, Implementation of Mitigation Measures, Checking, and Corrective Actions and Reporting

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1.0 Background and Desired Objectives

St. Clair Region Conservation Authority's Organizational Goal is to:

“Provide recreation and education opportunities for the public to enjoy and learn from our natural environment.”

SCRCA properties, trails, and facilities are valued assets for both watershed residents and visitors. SCRCA owns and/or manages approximately 2000 hectares of land including floodplains, forests, wetlands, agricultural land, and parklands. Additionally, SCRCA owns or manages approximately 40 km of trails providing opportunities for the public to enjoy and connect with natural spaces.

The Authority recognizes that risk may exist in many forms, such as those that affect the general well-being of our residents, visitors, and staff, or the continued efficiency and effectiveness of the Authority's operations. As the watershed's population continues to grow, the number of people visiting Authority properties for recreation and nature appreciation purposes will continue to increase.

This guideline is intended to facilitate the Authority's decision-making for land and program management matters, through a lens that will identify, address, and adequately mitigate potential risk. It is recognized that given the staffing resources, and other external factors, it will not be possible to mitigate all risks. As such, SCRCA will focus its resources on the most prevalent risks identified through risk management processes.

This guideline is not intended to address Employee Health and Safety, as that is addressed in the Health and Safety Policy Manual.

The key desired objectives of SCRCA's Risk Management Guideline are:

- Recognize, prioritize, and mitigate risk and liability exposure; and,
- Incorporate a risk management culture into our processes, policies, and decisions.

Risk Management Guidelines form a critical part of SCRCA's role in owning and managing publicly available assets. Risk Management Guidelines include insurance needs, having adequate agreements in place when the need arises, and prioritizing public safety on Authority owned/managed lands. This is accomplished by coordinating property inspections by qualified personnel to recognize, mitigate, and where possible, eliminate or reduce risk and liability exposure. This guideline improves the Authority's decision-making process, better protects the organization and the public, while maintaining the attributes of the properties.

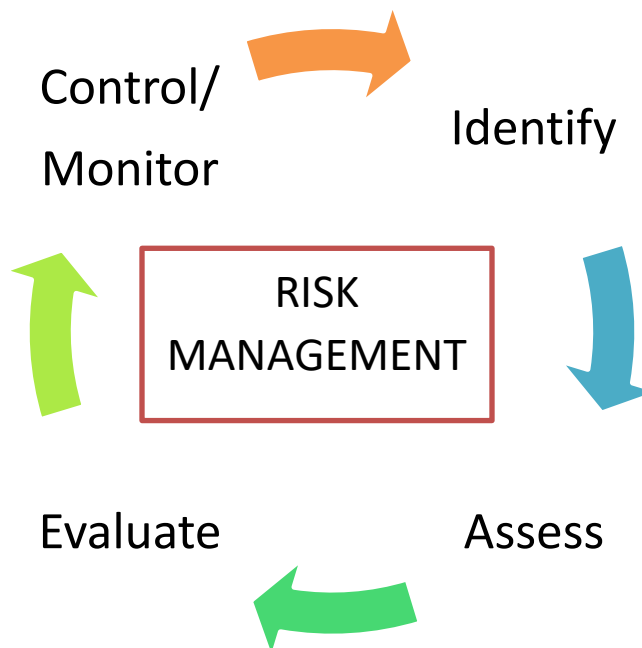
The purpose of Land Classification is to provide a classification method for SCRCA owned or managed lands as they relate to the Standards of Care defined by the *Occupier Liability Act (OLA)*, and to provide guidance regarding signage and maintenance protocols/procedures within each classification. Property inspection

guidelines will be provided in this document for each classification. Additionally, separate Hazard Tree and Signage policies will be developed utilizing the land classification guidelines within this document.

2.0 Components of Risk Management

Through the provision of a common and consistent approach to risk management, SCRCA can be better assured that risks are identified and appropriately mitigated.

SCRCA's approach to Risk Management will incorporate a multi-faceted and ongoing approach including the following components:



To support risk management activities, SCRCA shall establish a Risk Management Committee made up of the General Manager, the Manager of Conservation Areas, the Manager of Forestry, and the Chair(s) of the Joint Health and Safety Committee. This committee will convene at least once per year.

The Manager of Conservation Areas is designated as the central position for the administration of this guideline, and shall be consulted on draft reports, documentation, proposed mitigations, and shall administer the Risk Management Committee. The Manager of Conservation Areas shall work with other Department leads whose department operates on or manages Authority owned properties/facilities to promote consistency in the approach of responses to risk by different departments.

2.1 Risk Planning

Within two (2) years of the establishment of this guideline and each two (2) years thereafter, Department Leads shall complete a Risk Management Assessment for all programs and services under their leadership, which operates on or is responsible for the management of Authority properties/facilities.

This Risk Management Assessment will include:

- Identification and assessment of SCRCA's risk exposure, the likelihood of the risks, and the impact on the organization associated with those risks. This assessment will be based on the information known and expertise available to staff.
- For higher priority risks, as determined by their likelihood and impact, a determination of proposed mitigation measures and approximate costs will be undertaken.
- Recommendation of standard risk mitigation measures. Standard risk mitigations are those that are implemented across SCRCA's lands, such as the posting of appropriate and consistent signage at conservation properties and the purchase of insurance.

2.2 Implementation of Mitigation Measures

SCRCA shall strive to ensure consistency in the approach of responses to the same risk by different departments within SCRCA, including volunteer groups and third-party users.

SCRCA will ensure that department leads, and applicable staff are trained and have a sound understanding of the principles of risk management and the skills to implement risk management effectively.

All Authority staff and volunteers shall be responsible for taking appropriate initiatives for due diligence and reasonable care for risk management (e.g. notifying SCRCA of a known issue, addressing an issue where reasonably appropriate, etc.).

Based on Risk Planning results and budget decisions, SCRCA will implement new and improved or repair existing risk mitigations. A finite resource base means that not every mitigation measure can be implemented. However, SCRCA will, to the best of its knowledge and its resources, take a methodical approach to mitigate the higher priority and higher impact risks.

SCRCA will carry out periodic monitoring and inspections of properties, assets, and operations to continually assess the level and exposure of risk to the organization. Ongoing maintenance will be utilized to address issues that arise.

2.3 Checking and Corrective Actions

It is inevitable that conditions and/or standards will change. Additionally, incidents associated with unforeseen risk may occur. It is important that SCRCA has a system in place to consider these items. It is intended that SCRCA will periodically review the conditions of properties and assets, as well as operational practices, against current standards of care to try to ensure conformity with the intent of the standards.

Additionally, SCRCA will periodically review this guidance document to ensure that it remains current and effective.

Following the submission of an accident or incident report, SCRCA will review the risk associated with the activity/facility involved. This review may prompt an additional risk assessment for the property/activity.

Where mitigation measures appear to be insufficient to address the required standards, SCRCA may modify the required mitigation measures to reduce potential risk.

Activities and situations that present unique or potential liabilities to the SCRCA must be immediately reported to the appropriate department lead, the General Manager, or the Director of Corporate Services.

2.4 Reporting

As Risk Management activities may have financial and legal ramifications, it is important that the Board of Directors be involved with and supportive of the decisions and actions being undertaken and be informed as to whether these actions are working.

As such, the Risk Management Committee shall provide an annual report to the Board of Directors. This report will demonstrate compliance with the current guideline, recommendations on any risk guideline updates, an analysis of trends in inspections, incidents, etc., and recommended changes in the standard or specific risk mitigation measures or other continuous improvements.

3.0 Standard Risk Mitigation Measures

SCRCA shall utilize a series of standard risk mitigation measures across all their properties and programs operating on Authority properties to help reduce risk exposure to the Authority. Additional specific property, area, asset, operational and/or situational related risk mitigation measures will be utilized in conjunction with these standard risk mitigation measures (See "Appendix A").

The standard risk mitigation measures are listed and defined below.

3.1 Insurance

SCRCA shall carry adequate insurance for the protection of the Corporation, its staff, Board members, and volunteers acting in good faith, and for catastrophic losses to physical, financial, and other assets.

SCRCA shall require liability insurance coverage from third parties (e.g., contractors, user groups, etc.) using SCRCA facilities or property. These insurance certificates should name SCRCA as additionally insured when possible.

3.2 Release Agreements

For any activity on Authority owned or managed property that Authority staff deems to be outside of its permitted uses and would be high risk, SCRCA shall require all participants to sign an 'Indemnity and Release Agreement' prior to undertaking such activities. Generally, activities deemed 'high risk' will be discouraged on Authority owned and managed lands.

3.3 Land Use and Lease Agreements

Authority land management staff along with the Director of Corporate Services and/or General Manager shall be consulted about any proposed contractual agreements between the Authority and other third parties which affect Authority properties. Final approval of proposed contractual agreements will be the responsibility of the Board of Directors. Any proposed contractual agreements for properties managed by the Authority (owned by Lambton County, St. Clair Region Conservation Foundation, or other owner) must involve consultation with and written approval of the property owner. The final approval of these agreements will be the responsibility of the property owner.

Lease agreements of Authority owned lands must follow the requirements under s. 20 of the *Conservation Authorities Act*.

Authority staff will generally seek to ensure that all user group agreements and leases between SCRCA and third-party entities include clauses that:

- Specifically define the term of the agreement or lease;
- Identify the purpose of the property use;
- Indemnify SCRCA from liability for the activities of the said entity or lessee;
- State the insurance requirements of the third party;
- Require that SCRCA be immediately notified in the event of a claim, suit, or potentially insurable incident occurring on or associated with the subject property;
- Stipulate that the written agreement constitutes the entirety of the agreement between SCRCA and the third party.

The Authority's agreements will be reviewed upon renewal to ensure that all necessary clauses are included to recognize, mitigate, and where possible, eliminate or reduce risk and liability exposure.

3.4 Communication of Risks and Public Preparedness

SCRCA land management staff will work with Authority communications staff to send periodic media releases, website updates, and social media posts related to the risks associated with Authority properties. These releases may include items such as general trail conditions, service interruptions, and general Conservation Area best practices.

Where applicable and following the Authority Signage policy, staff will utilize appropriate signage to communicate risk messaging to property users.

3.5 Land Classification and Inspections

Authority staff will develop an inspection program that will help guide property improvement and maintenance efforts. These inspections are intended to identify areas needing improvement and repair, along with any potential hazards.

Inspection requirements of Authority owned, and managed properties will vary based on the property classification table. Property categories are:

- Minimal Liability
- Moderate Liability
- Higher Liability
- Third Party Leased Properties

Property categorization may change over time, with some properties becoming either less or more suitable for public use depending on the condition of the property, available resources for development and maintenance, and other deciding factors.

3.5.1 Conservation Land Classification

SCRCA lands will generally be classified based on the Authority's primary goals for the property and the level of use. Risk management activities will vary depending on property category.

The category types are:

Higher Liability – High-Use Conservation Lands

Well promoted and managed trail networks, parking lots, signage, and facilities may exist. Authority may actively encourage and facilitate active recreation and have staffed buildings. Typically includes fee for use (rather than fee for parking), supervised swimming, camping, rentals, and/or education. Typically distinguished from Moderate Liability lands by the level of development and the intensity of use.

Moderate Liability – Moderate Use Conservation Lands

Lands in this category may include lands with signage, trails, parking lots, and may have facilities such as washrooms. The Authority permits access to some degree either passively or actively and persons willingly assume some risks (if the owner does not permit or cause danger). These lands typically are not staffed, but rather visited by staff on a weekly/monthly schedule for maintenance and inspection.

Minimal Liability – No Public Access, and Restricted Access, Resource Management Areas

Lands in this category may include areas where public access is prohibited and are generally not managed for public access. Lands may serve as resource management areas, agricultural fields, and potential flood lands during McKeough dam operation, etc. These areas typically do not have facilities and/or parking lots. Trail networks, if existing, are simple, minimal, and unmaintained.

Leased Properties – Leased Conservation Lands

Lands which are subject to a long or short-term lease agreement between the SCRCA and an individual, a corporation, or a municipality. Through the terms of the lease agreement, the Lessee is typically responsible for management of these lands.

Recommended property classifications for SCRCA owned and managed properties can be found in Appendix B.

3.5.2 Inspection Frequencies

Higher Liability lands have been classified as such due to the campgrounds, swimming pools, rental facilities/equipment, and general level of use and development. Based on the seasonal nature of these activities, higher liability properties will be inspected bi-weekly (alternating weeks) during the active camping season. Two additional inspections will be completed from November through April (reasonably spaced out). During the camping off-season, staff will patrol the seasonal camping area bi-weekly (alternating weeks) to monitor security concerns or other obvious issues and report any observed concerns to the owner of the trailer.

Moderate Liability lands will be inspected monthly from May through October. Two additional inspections will be completed from November through April (reasonably spaced out). These inspections are in addition to (or combined with) any regular property visit conducted by staff throughout the year in performing their duties.

Minimal Liability lands will be inspected every other year, prior to an upcoming forestry harvest, or when staff receive a complaint/concern they deem warrants inspection. These inspections are in addition to (or combined with) any regular property visit conducted by staff throughout the year in performing their duties.

Leased Properties lands shall receive a minimum of one (1) inspection per year generally spaced a year apart. These inspections shall occur in the snow-free season.

Additionally, all **playgrounds** on Authority owned or managed properties will be inspected by staff monthly from May through October. Staff, certified through the playground inspector training program will inspect each playground annually. Third party playground inspections should be completed every 3 years in accordance with the requirements of the CAN/CSA-Z614 National Standard of Canada for Public Play Spaces and Equipment.

3.5.3 Inspection Scope

Inspections in each category will be recorded using a checklist, app, or other tracking system where it is possible to identify hazards other than the inherent hazards associated with typical permitted activities (e.g., faded/missing signage, trip and fall hazards on boardwalks, etc.). Each item on the checklist will include a basic description of what is being checked (e.g., parking lot is clear of any debris, potholes, and other parking obstructions). These inspections shall include a review of previous mitigation measures to ensure that the mitigation measures are still in place and working as expected.

Minimal Liability category properties will be inspected using a generic checklist and at minimum will document the condition of the road frontage, laneways, and any known access points (authorized or unauthorized).

Moderate and Higher Liability category properties will generally be inspected with property specific checklists where appropriate. At minimum, inspections will include a review of the condition of any campsites, signage, trails, bridges, boardwalks, benches, picnic tables, pavilions, washrooms, parking areas, laneways, and any other asset/infrastructure on the property.

Leased Conservation Lands inspection will include a walk of the publicly accessible portion of the property and a visual inspection to ensure compliance with the lease agreement.

All inspections shall review whether any non-permitted uses appear to be occurring, especially where a permitted use restriction or prohibited activity is a risk mitigation measure for the location being inspected.

Risk exposure identified through these inspections will be assigned a risk priority level of A, B, C, or D. The risk assessment matrix for rating each hazard is included in Appendix C of this document.

- A. Priority A hazards are **high-risk** issues where there is a strong potential for damage or injury to property users, staff and/or volunteers, private property or Authority property due to the hazard and/or the damage or injury caused would be severe (e.g., missing boardwalk deck board, missing bridge railing, etc.).

- B. Priority B hazards are **medium-risk** issues where there is a low potential for damage or injury to property users, staff and/or volunteers, private property, or Authority property and/or the damage or injury caused would be minor (e.g., faded but still legible signage, small tree down on walking trail, etc.).
- C. Priority C hazards are **low-risk** issues where the current risk to users is low.
- D. Priority D hazards are **no-risk** issues where there is no current risk to users, but property feature would be improved should the change be made.

3.5.4 Inspections Documentation and Reporting

Documentation of known risks and implemented mitigations will be made available to support lands inspections.

Inspection checklists will generally identify the property name, date of inspection, name of inspector, list of facilities/features to inspect, whether action is required, risk priority level, description of issues, and comments.

Inspections will include a review of existing mitigation measures (e.g., signage) to ensure they are still in place. These inspections will only occur on trails and maintained public areas. They will not include a review of unmaintained natural areas unless there is a known or reported concern in these areas.

Mitigations that are not in place and/or any new risks identified shall be reported to the applicable Superintendent and/or department lead.

Risk exposure identified through these inspections that can be addressed at the time of inspection should be corrected immediately. In all other cases, the risk exposure shall be prioritized for repair, replacement, decommissioning, and/or isolation according to the hazard rating.

Priority A hazards shall be addressed as soon as reasonably possible. If the hazard cannot be immediately addressed, appropriate action shall be taken to isolate the hazard and/or hazard area.

Priority B hazards shall be documented and made safe, as is necessary. Repair or correction of the issue shall be slated into the Operational Workplan for completion within the next 12-month period or as resources allow.

Priority C and D hazards shall be documented and monitored to ensure no further progression of the issue. Priority C and D hazards will be corrected or improved as time and resources allow.

All inspections checklist documentation shall be filed, and findings compiled for the annual review.

Tree hazards are one of the main safety concerns for trails, campsites, or day use areas. Hazard tree inspection should follow SCRCA's hazard tree management procedure and will not be included in the regular property inspection checklists. Hazard

tree inspection can be completed in combination with property inspection checklists if time permits. If a tree hazard is discovered during a property inspection, it should be noted in the comments section of the checklist.

3.6 Ongoing Review of Agreements, Leases, and Memorandums

SCRCA will strive to periodically review the terms and conditions of leases and agreements throughout their term to ensure the conditions are being adhered to and the leased areas are being managed in conformity with the agreement/lease. This may require a property/site inspection by Authority staff.

Review of agreements will also need to take place prior to renewal or prior to any land-use decisions affecting any property subject to an agreement, lease, or memorandum of understanding.

3.7 Setting and Enforcement of Permitted Uses

Compliance and enforcement tools play an important role in managing liability risk and risk exposure. Through the use of the *Trespass to Property Act* and the *Conservation Authorities Act*, SCRCA can limit access to, and the use of, its properties, such that permitted uses, permitted use areas, and time of use can be controlled. It is important that SCRCA effectively utilize these tools to minimize incident occurrences, to maintain a property standard, and to set a precedence of due diligence.

Permitted uses at individual properties shall be set in accordance with the goals and desires of the Authority and the nature of the specific property. Specific prohibited uses may be utilized to reinforce the permitted uses on the property and provide greater clarity and certainty of those uses (e.g., no motorized vehicles).

Staff shall monitor compliance on a complaint, scheduled, and/or random basis based on available resources.

Compliance and/or enforcement efforts shall be documented on site and shall be further recorded in the risk management database.

SCRCA staff monitor properties for compliance while on site performing inspections or other duties. Generally, staff take an educational approach when dealing with enforcement issues. The Authority does not currently have staff attending day use properties strictly for enforcement. During the camping season, evening security staff are contracted to monitor and enforce Conservation Area Rules and Regulations at each of the campgrounds as necessary.

When necessary, staff should consult with and seek the support of local law enforcement agencies where significant enforcement issues arise (e.g., ATV damage, harvesting of plants/wildlife, encampments, etc.).

3.8 Incident Reporting and Review

An incident is defined as an occurrence or event. In the context of this guideline, an “incident” means an occurrence or event that may have specific liability implications associated with it, such as persons injuring themselves on a SCRCA owned or managed property.

Upon notification of an incident occurrence, if warranted, SCRCA Staff shall call 911 for emergency services and notify their immediate supervisor.

After the immediate incident has been addressed (such as emergency services), SCRCA staff shall:

Initiate a preliminary investigation of the incident as soon as is reasonably and feasibly possible, including:

- Take photos of the scene and damage if possible
- Document all information regarding any incidents
- Be accurate – state only the facts and do not state theories/guesses about how the incident happened
- Complete the appropriate reporting form(s), if no reporting form is available, all details should be documented as a statement in a manner that is convenient for the staff person. It is important that when it is completed, the author’s name is indicated, and it must be signed and dated by the author.

Notify SCRCA’s insurance provider of any potential liability incident within two business days of the occurrence.

SCRCA shall develop and adopt a formal Incident and Injury Reporting Form.

An Incident may trigger ad hoc Risks and Mitigation Inspection(s) at the property in question and other properties and/or a review of any relevant agreements, leases, or memorandums.

4.0 Relevant Legislation and Requirements

SCRCA staff will seek advice from legal counsel when required on legal matters that pertain to the relevant acts listed below, and any other legally enacted document that would be relevant to the Authority Risk Management program.

To manage risk and reduce liability, it is important to understand the nature of the risk to be managed, what liability exists, and which legislation must be conformed with or utilized. The primary pieces of legislation that are of concern from a land management perspective are:

- The *Occupier’s Liability Act*;

- *The Trespass to Property Act*;
- *The Conservation Authorities Act*;
- *Provincial Offences Act*

Occupier's Liability Act

From a Lands Management perspective, the primary liability risk is potential negligence and the duty of care required under the *Occupier's Liability Act* (R.S.O. 1990, c. O.2).

To a lesser extent, potential for breach of contract or nuisance is also a liability risk to the organization.

Under the *Occupier's Liability Act* (R.S.O. 1990, c. O.2), it is the responsibility of the occupier of the property to ensure the safety of visitors. Whereas to trespassers the owner still must perform the duty to protect them from any dangers that are imposed by the property.

More specifically, SCRCA owes a duty to take such care as in all the circumstances of the case is reasonable to see that persons, and their property, entering onto SCRCA properties are reasonably safe while on the premises. This duty of care applies whether the danger is caused by the condition of the premises or by an activity carried out on the premises.

Many of SCRCA's Conservation Lands contain recreational areas and/or trails with naturally occurring risks. SCRCA will utilize signage, social media, the SCRCA website, and occasional media releases to notify the public of such risks. The public may, at their own risk, willingly choose to enter onto these lands for recreational purposes.

In such cases the duty of care required by SCRCA is modified such that SCRCA owes a duty to not create a danger with the deliberate intent of doing harm or damage to a person or their property, and to not act with reckless disregard of the presence of the person or their property.

Trespass to Property Act

The *Trespass to Property Act* is a useful tool for SCRCA to utilize to help address liability risk to the organization and hazard risk to the public. By means of this Act, SCRCA can establish the conditions under which it will allow the public to enter onto its lands and can restrict the usage of those lands, as appropriate, to minimize risk.

First and foremost, the Act provides the ability to legally establish permitted and prohibited uses on a property or a portion of a property. The establishment of permitted uses sets out the basis under which SCRCA can control the use of its properties, both in terms of the areas available for access by the public, and the uses that those members of the public undertake while on the property. Failure by any person to adhere to the permitted areas and uses identified by SCRCA is an offence under the *Trespass to Property Act*.

Conservation Authorities Act

The *Conservation Authorities Act* also provides a useful tool to minimize risk to the SCRCA and to the general public. Ontario Regulation 688/21: Rules of Conduct in Conservation Areas, made pursuant to the *Conservation Authorities Act* sets out general rules for Conservation Areas. This provides another layer with which the SCRCA can establish permitted and prohibited uses that will provide protection to both the organization and the public.

Some such rules include:

- A prohibition on abusive, insulting, or threatening behaviour
- Restrictions on the discharge of a firearm
- Restrictions on time of use
- Control of access points
- Control of swimming, camping, and day-use areas
- Restrictions on fire use
- Restrictions on vehicle use
- Restrictions on the access and behaviour of domestic animals

Provincial Offences Act

The *Provincial Offences Act* is the piece of legislation that provides the mechanism and establishes the rules for laying a charge or issuing a ticket under the above noted legislation. The legislation is generally divided into three parts. Parts I and II are utilized for the issuance of tickets for minor infractions (i.e., parking ticket under Part II).

Part III of the Act is the mechanism for laying an information (a “charge”) under one of the other Acts above. Whereas Parts I and II of the Act only require the officer to have reasonable grounds to believe an offence has been committed, Part III of the Act tends to be for more serious offences, requires a burden of proof, and tends to result in larger penalties for guilty parties.

5.0 Risk Management Information Storage

- SCRCA shall maintain a multi-user electronic storage location to organize and store pertinent information supporting risk management and reporting.
- The information is essential for performance measures reporting, needs assessment budget planning, and preparation of liability defense documents.
- PDF, photographic, and video files shall be stored on the corporate network in a secured format
- Retention time for Inspection Checklists and Incidence Reports shall be a minimum of 21-years. This is consistent with the longest potential time foreseen between a potential incidence occurrence and a suit being brought forward against the SCRCA.

6.0 Recommended Future Risk Management Sections to be Developed

Although the initial focus of this Risk Management Guideline is on Conservation Authority owned lands, we recognize that risks exist in many forms throughout our business. These include the continued efficiency and effectiveness of SCRCA's operations in light of succession planning, the loss of corporate memory, the reliability and professionalism of our contractual services, and the security of our data.

Listed below are some of the areas that we will need to consider implementing a risk management strategy over the next two to five years. As the various Departmental leads assess their programs, they will be required to assess the risk exposure and develop a guideline to address this exposure.

The preliminarily identified areas include:

Information Management

- Data Security
- System Failure
- Cyber Extortion

Financial

Professional Services

- Planning and Permitting
- Source Water Risk Management
- Education
- Research
- Technical Services
- Errors and Omissions

Human Resources

- Employee Retention
- Succession Planning
- Use of Volunteers

7.0 Endorsement by SCRCA Board of Directors

Board Motion

Date of Approval by Board of Directors:

Signature of Meeting Chair:

X

Chair, SCRCA Board of Directors

8.0 Appendices

The Appendices to this document shall be updated by the Risk Management Committee and/or the Board of Directors based on the delegation of authorities established in this guideline document.

APPENDIX A – Activity or Asset Specific Mitigation Measures

Maintenance of public safety on SCRCA lands is of paramount importance. SCRCA strives to ensure that its properties are safe and enjoyable places to work and visit. It is recognized that outdoor recreation activities are willingly entered by participants and will always involve some risks. It is important that SCRCA be mindful of these risks and provide appropriate controls to protect the public, staff, and the organization.

The proposed specific mitigations identified herein do not preclude that other mitigations may be put in place for priority risks that are identified and acted upon elsewhere under this policy.

The following specific activities or assets are considered in this Appendix:

- A-1 Dams and Water Control Structures
- A-2 Forestry and Construction Operations
- A-3 SCRCA Owned and Managed Property Trail Systems
- A-4 Campgrounds and Pools

SCRCA staff shall edit this Appendix as necessary with the endorsement of the Board of Directors.

SCRCA shall plan to implement the following measures to mitigate the hazards and SCRCA's risk exposure:

APPENDIX A-1 – Dams and Water Control Structures

Many dams and water control structures pose an inherent risk to public safety due to the nature of these structures.

Identified risks and hazard include:

- Potential for falls;
- Fast moving water and strong current increasing drowning potential;
- Potential of structural failure.

Proposed Mitigation Measures:

Risk Elimination

Risk elimination should be considered where possible. If water control structures are no longer required, a decommissioning review may be conducted on the feasibility of removal.

Signage

All dams and water control structures shall have appropriate signage to notify property users of the presence of the structure and any reasonable safety risks associated with the structure.

This shall include signs advising of the following:

- No access for non-authorized personnel;
- No swimming;
- 911 emergency location;
- Water hazard(s).

Physical Barriers

SCRCA shall conduct a review of larger dam structures (Strathroy, Coldstream, Warwick, Bridgeview) to determine if physical barriers are required such that unauthorized personnel cannot access the high-risk areas.

This may require the installation of fencing, railings, and/or safety booms.

Safety Equipment

Lifesaving equipment, such as a buoyant throwing device (e.g., life ring) and/or a reaching pole (e.g., Sheppard's hook) shall be installed at the larger dam structures.

Public Communications

SCRCA shall endeavor to provide public communication updates via our website and social media, advising people of high-water conditions when the risk is higher. This is predominantly expected to occur during late-winter and springtime flow conditions.

Risk Inspection and Asset Condition

In addition to any standard inspection requirements listed in the body of the Risk Management Guideline, dams and water control structures shall receive a minimum of one (1) inspection per year, generally spaced a year apart, specifically related to the subject structure. These inspections shall be carried out by Water Resources and/or Conservation Areas Staff.

Mitigation measures that are not in place and/or any new risks identified shall be reported to the applicable Department Leads. If possible, these items should be rectified immediately.

Within two (2) years of the approval of this Risk Management Guideline, SCRCA staff shall undertake a Public Safety Assessment (PSA) of each Dam and Water Control Structure on SCRCA's properties. These assessments should be generally consistent with the Ministry of Natural Resources and Forestry's (MNR) 2011 document, "Public Safety Around Dams Best Management Practices", as amended.

Where the PSA identifies the need to complete a Public Safety Plan (PSP) for the dam or water control structure, SCRCA staff shall complete such a plan that is generally consistent with MNR's 2011 Best Management Practices, as amended.

Every five to fifteen years, dams and water control structure inspections will be completed by a professional engineer. These inspections shall, at a minimum, include a documented written and photographed review of the general condition of the structure and identification of any changes to risk and condition. The PSA or PSP, if applicable, shall also be revisited at this time. Recommendations shall include if any changes to operations are needed, as well as what and when maintenance and capital work are projected to be needed.

This inspection and any follow-up actions shall be documented and filed, and the findings compiled for annual review.

Incident Reporting and Follow-Up

Any incidents that occur in association with dams and water control structures shall follow the procedure outlined in the "Standard Risk Mitigation Measures" portion of this guideline.

APPENDIX A-2 – Forestry and Construction Operations - General

During any forestry and/or construction operations there is a higher potential for risk to the public while attending SCRCA owned or managed properties. In this guideline, "forestry operations" shall mean timber harvest activities that require felling, limbing, cutting, moving, and/or storing timber, and/or staging an area for these works to occur.

Identified risks and hazards include injuries to property users from equipment, unexpected physical hazards (holes, logs, etc.), or falling debris.

Proposed Mitigation Measures:

Signage

All forestry and construction activities shall be appropriately signed to notify potential property users of the activity and closing the property or the relevant portion of the property while applicable.

Signage shall be placed at all sanctioned public entrance points to the property. Additional signage may be required at interior points when only a portion of a property is closed.

Property Closures

Properties and/or portions of properties may be periodically and/or temporarily closed to the public to accommodate forestry and/or construction activities.

Physical Barriers

Landing and/or staging areas shall be isolated from the public in a manner that is appropriate to reasonably deter people and/or their property from entering the landing and/or staging area(s). This will include deterring people from accessing equipment and/or stockpiled materials, including, but not limited to logs, brush, sand, gravel, etc.

This may include installations of temporary fencing or caution tape or maintaining these items within the closed section of the property.

Public Communications

SCRCA shall endeavor to provide public communication updates via our website, social media, and on-site notices advising people of the activity(ies) and providing the Administrative Office phone number for any inquiries.

Risk Inspection

SCRCA staff will periodically review the perimeter of forestry and construction activity sites to determine if the above listed mitigation measures are being maintained.

Mitigation measures that are not in place and/or any new risks identified shall be reported to the applicable Department Lead. If possible, these items should be rectified immediately.

This inspection and any follow-up actions shall be documented, and all documentation shall be filed and compiled for annual review.

Incident Reporting and Follow-Up

Any incidents that occur in association with forestry operations shall follow the procedure outlined in the “Standard Risk Mitigation Measures” portion of this guideline.

APPENDIX A-3 - SCRCA Owned and Managed Property Trail Systems

SCRCA manages a publicly available trail system on many of its properties. These recreational trails are open to the public within the confines of the permitted uses for each property.

Identified risks and hazards include:

- Potential for falls from steep slopes or bluffs;
- Potential for drowning from deep and/or fast-moving water, strong currents, and flooding;

- Potential for slips, trips, and falls on the trail due to uneven surfaces or trail conditions
- Potential for injuries associated with falling trees/limbs
- Potential for trail users to become lost
- Potential for unauthorized uses
- Potential for injuries associated with hunting
- Trail structures (e.g., boardwalks, stairs, railings)

Proposed Mitigation Measures:

Signage

SCRCA will, within the resources available, endeavor to install appropriate numbers and types of signs to partially mitigate the identified risks. These signs will be utilized to inform property users of the permitted uses and the identified hazards.

This shall include signs advising of the following:

- Sanctioned access points
- 911 emergency location
- Permitted Uses / Time of Use
- Permitted boundary areas / stay on trail
- Specific hazard warnings (e.g., water hazard, cliff, etc.)
- Limits of liability
- Trail markers
- Use at Own Risk

Physical Barriers

SCRCA shall make a reasonable attempt, within available resources, to install physical barriers to high-risk hazards. This shall be determined on a case-by-case basis but will generally be prioritized by areas where sanctioned trails, in high visitation areas, take users in close proximity to a significant hazard. *This may include installations of fencing, railings, or walls.*

Public Communications

SCRCA shall endeavor to provide periodic public communication updates via our website and social media advising people of trail hazards. This may include seasonal hazards such as hunting or ice or may be related to permanent hazards such as cliffs and fast-moving water.

Risk Inspection

Risk inspections shall be carried out in conformity with the procedures in the “Standard Risk Mitigation Measures” portion of this guideline.

Incident Reporting and Follow-Up

Any incidents that occur in association with SCRCA trail systems shall follow the procedure outlined in the “Standard Risk Mitigation Measures” portion of this guideline.

APPENDIX A-4 - Campgrounds and Pools

SCRCA owns and operates several campgrounds, each of which contains swimming pools. Each campground has reservoirs/ponds that visitors are permitted to canoe or kayak. Lifeguard services are provided at pools, but lifeguards do not monitor the reservoirs/ponds. Campgrounds and the associated activities provide great opportunities for visitors to enjoy SCRCA properties and connect with nature.

Identified risks and hazard include:

- Vehicular traffic within campground
- Unsupervised water and supervised swimming area present drowning risk
- Potentially deep water, cold water and/or strong current increasing drowning risk
- Risk of waterborne pathogens.
- Use of golf carts on property
- Consumption of alcohol and cannabis while on property
- Dogs on premises

Proposed Mitigation Measures:

Signage

SCRCA will install and maintain appropriate numbers and types of signs to partially mitigate the identified risks. These signs will be utilized to inform property users of the permitted uses and the identified hazards.

This shall include signs advising of the following:

- 911 emergency location
- Permitted Uses
- Pool rules and regulations
- No swimming (at reservoirs/ponds)
- Public Health water quality caution
- Identify trails where golf carts are not permitted
- Traffic signage
- Staff contact information
- Dogs on Leash
- Limits of liability

Safety Equipment

Lifesaving equipment, such as a buoyant throwing aid, reaching pole, first aid kit, and Spine Board will be available at all pools as required by Ontario Public Pools (O. reg. 494/17). In addition, an AED will be on site at each campground and installed at a location determined by the Conservation Area Superintendent.

Risk Inspection

Risk inspections shall be carried out in conformity with the procedures in the “Standard Risk Mitigation Measures” portion of this guideline. In addition, all water quality tests required under O reg. 494/17 will be completed and recorded.

Incident Reporting and Follow-Up

Any incidents that occur in association with campgrounds or public pools shall follow the procedure outlined in the “Standard Mitigation Measures” portion of this guideline.

APPENDIX B - Property Classifications

The following tables are the recommended classifications for all SCRCA owned and managed properties.

Land Classification	Conservation Areas
Minimal Liability	Camden CA
Moderate Liability	Coldstream CA Highland Glen CA Peers Wetland CA Strathroy CA Strathroy Wetlands Marsh Walk Wawanosh CA
Higher Liability	A.W. Campbell CA L.C. Henderson CA Warwick CA
Leased Properties	Bridgeview CA C.J. McEwen CA Crothers CA Esli Dodge CA Tony Stranak CA and Dresden Floodplain Properties Shetland CA Strathroy Parklands

Land Classification	McKeough Dam and Upstream Lands
Minimal Liability	<p>W. Darcy McKeough Floodway - Channel and Berms</p> <p>W. Darcy McKeough Floodway - Flood Easement Only</p> <p>Property 1, 6, 11, 38, 39, 40, 41,42,43, 44, 45, 46, 49, 50, 79, 80, 82, 83, 84, 87, 91, 92, 95, 97, 98, 101, 103, 105, 111</p> <p>Property 137,138, 140, 142, 144 (Moore Wildlife Area)</p>
Moderate Liability	<p>Property 2, 3(Dam parking lot and public use area)</p> <p>Property 55 (Boat Ramp)</p> <p>Property 56 (Nicols Memorial Forest Area)</p>
Higher Liability	

Land Classification	Forest Tracts
Minimal Liability	<p>Chontos</p> <p>McAlpine</p> <p>McPhail</p>
Moderate Liability	
Higher Liability	

Land Classification	Managed Lands (St. Clair Region Conservation Foundation)
Minimal Liability	<p>Bates Conservation Lands</p> <p>Cochrane Woods</p> <p>Evoy Woods</p> <p>Harrison Woodlot</p> <p>Huff Woodlot</p> <p>Stirling Wetlands</p> <p>Murray (at Elsi Dodge)</p> <p>Fraser (at Elsi Dodge)</p>

	North Woods Pine Tree Gawne Habitat Management Area Sinclair Management Area
Moderate Liability	Cuddy Woods Clark Wright CA McLean Conservation Lands Bannerstone Conservation Lands Reid Conservation Area
Higher Liability	

Land Classification	Managed Lands (Lambton County)
Minimal Liability	Bowens Creek Lands Lambton County Meadowview Villa Moore Landfill Buffer Lands
Moderate Liability	Lambton County Heritage Forest and Sandrin Woods Marthaville Habitat Management Area Perch Creek Habitat Management Area Lambton County Rail Trail Szabo Forest Lambton County Museum Trail
Higher Liability	

APPENDIX C - SCRCA Risk Assessment Matrix

Risk Probability	Risk Severity				
	Negligible	Minor	Major	Hazardous	Catastrophic

Extremely Improbable					
Improbable					
Remote					
Occasional					
Frequent					

Risk Priority Level:	A - HIGH	B - MEDIUM	C - LOW	D – No Risk
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Notes:

1. Minor means that effects are measurable but have very little impact
2. Major means a person would require medical attention
3. Hazardous means serious personal injury with permanent disability
4. Catastrophic means a fatality could occur
5. Risk Priority Level D (No Risk) means issues where there is no current risk to users, but property feature would be improved should the change be made.

May 16, 2023

St. Clair Region Conservation Authority
205 Mill Pond Crescent
Strathroy, ON N7G 3P9
Via Email c/o: Ashley Fletcher: afletcher@scrca.on.ca

Attention: Mike Stark, Chair

Dear Mike:

Chatham-Kent is moving forward with its first multi-year budget covering the years 2024 through 2027. The timeline for delivery of the draft budget has been pushed up to November, and as a result, I am reaching out to you now to provide the 2024 budget target as approved by Council during the April 3, 2023 Council meeting. While Council has approved Chatham-Kent moving to a four-year budget, we are not asking requisitioning bodies to do the same, as future years' budgets will be captured as part of Chatham-Kent's annual budget update process.

While 2022 and 2023 had significant inflationary pressures on all services, we believe that 2024 will become closer in line with the Bank of Canada's long-term CPI target. Council has requested Administration to submit an inflation-only budget. While we understand an inflation-only budget can be a difficult task, we request that your 2024 budget submission be as lean as possible.

The Executive Management Team has directed all municipal departments and requisitioning bodies to prepare draft 2024 budgets for Council's consideration with a net tax impact not to exceed a target inflation rate of 3.5%.

For your reference, municipal departments have also been asked to submit a 2025 draft budget of 2.3%, and both 2026 and 2027 at 2.1%. While we are not asking for your 2025-2027 budget at this time, it is important to share this information now for future planning.

In order to achieve Council's direction, we are asking your organization to include the following information in your 2024 budget request:

- a) The **minimum** resources required to deliver the same base level of services that were delivered in 2023.
- b) If a) above is greater than 2023's requirement, please provide descriptions and costings of service level adjustments (in increments of 0.25% of your 2024 request) that Council can consider implementing in order to achieve its budget target.
- c) For any new levels of service or special projects being proposed for 2024, provide the following:
 - i. A detailed description and costing of the proposed service/project.
 - ii. Options to offset the additional resources needed by reducing an existing service(s) that is not already included in b) above.

Please be assured that Council is keenly aware of the operating pressures your organization continues to be faced with as you deliver services to the citizens of Chatham-Kent. Today's economic climate is forcing Council to ensure it has all the information required to allocate resources to a myriad of municipal service challenges.

In order to meet our budget timeline, we require your 2024 budget proposal, complete with the options described above, no later than **Monday, September 11, 2023**. Please submit this information to my attention at ckfps@chatham-kent.ca and copy the Chief Administrative Office at ckcao@chatham-kent.ca.

Thank you for your continued support. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Gord Quinton, MBA, CPA, CGA
Chief Financial Officer, Treasurer,
General Manager, Finance, Budget, Information Technology & Transformation

C: Chief Administrative Officer
General Manager, Infrastructure & Engineering Services
Director, Budget & Performance Services
Director, Engineering



Meeting Date: June 22, 2023
Report Date: April 20, 2023
Submitted by: Ashley Fletcher

Item 8.1 (a)

Subject: Business Arising

Regarding BD-21-29

Report on reserves deferred until Asset Management Plan in place

Directors request a report on the benchmark data from the 2017 Conservation Authorities Statistical Survey and comparative analysis of Conservation Authority annual statements, of which have reserves, focusing on the SCRCA's position of fiscal health.

Regarding BD-22-61

Deferred/Ongoing

Directors suggest that staff investigate the possibility of offering internships/co-operative opportunities to students in related programs to assist in filling service gaps during busier seasons.

Meeting Date: June 22, 2023
Report Date: June 2, 2023
Submitted by: Girish Sankar

Item 8.1 (b)

Subject: Water & Erosion Control Infrastructure Projects (WECI) 2023 - 2024

Recommendation:

That the Board of Directors acknowledges the report dated June 1, 2023 on the updates to the WECI funding application for 2023 – 2024 program.

Background:

- SCRCA had submitted 7 WECI projects for the 2023-2024 program
- All applications have been reviewed by a committee of Provincial and Conservation Authority staff representatives
- SCRCA was **successful** in receiving WECI funding for 5 projects
- SCRCA repair projects scored between 100 and 120 points respectively
- Total WECI funding received - **\$885,000**

Structure	Project Name	Description of Work	Total Project Cost (\$)	Grant Requested (\$)
Sarnia Shoreline Protection	Shoreline Repair (Penhuron to Kenwick Street)	Carry out construction of shoreline protection as per the design	\$800,000	\$400,000
Seagar Park	Seagar Park Shoreline Restoration	Design and Construction of Shoreline restoration at Seagar park	\$500,000	\$250,000
W. Darcy McKeough Floodway	Drainage improvement and fence repairs	Repair ruts, potholes and improve drainage at the top of the berm	\$50,000	\$25,000
A.W. Campbell Walkway	Walkway Decommissioning	Decommission the walkway to the drop tube structure. Walkway is deteriorated and is in poor condition	\$20,000	\$10,000
Lambton Area Water Supply System	LAWSS Shoreline Repair	Carry out construction of shoreline protection as per the design (ongoing)	\$400,000	\$200,000

Table 1: List of Approved projects for 2023- 2024

Meeting Date: June 22, 2023 **Item 8.1 (c)**
Report Date: June 1, 2023
Submitted by: Melissa Deisley, Jeff Vlasman, Meagan Weber,
 Sarah Snetsinger
Subject: Regulations Activity Summary

A summary of staff activity related to the Conservation Authority's *Development, Interference of Wetlands, and Alterations to Shorelines and Watercourses Regulation* (Ontario Regulation 171/06 under Ontario Regulation 97/04) is presented below. This report covers the period from April 1, 2023 to May 31, 2023

Regulations Permits Issued						
Application #	Location	Municipality	Proposal	Submitted	Issued	Days
R#2023-0212	6336 Petrolia Ln, Petrolia	Brooke-Alvinston	build dwelling	May-01	May-08	7
R#2023-0215	south of 4868 Nauvoo Road, Watford	Brooke-Alvinston	bridge repair (Structure 79-3-305)	Apr-06	May-31	55
R#2023-0216	4395 Nauvoo Road (closest address), Watford	Brooke-Alvinston	bridge repair (Structure 79-3-274)	Apr-06	May-31	55
R#2022-0593	24919 Kent Bridge Road, Dresden	Chatham-Kent	build a new dwelling	Apr-06	Apr-06	1
R#2022-0672	137 Lake Street, Mitchell's Bay	Chatham-Kent	build a new dwelling	May-15	May-15	1
R#2023-0037	324 Agnes Street, Wallaceburg	Chatham-Kent	build an addition	Apr-26	Apr-27	1
R#2023-0143	29419 Oakdale Road, Thamesville	Chatham-Kent	build an addition	May-10	May-12	2
R#2023-0179	8968 Glasgow Ln (south of), Tupperville	Chatham-Kent	placing fill to cover pipeline (site 69)	Mar-31	Apr-24	24
R#2023-0257	10 McDougall St, Wallaceburg	Chatham-Kent	rehab of LO Stonehouse Bridge	May-01	May-02	1
R#2023-0293	8175 Wren Ln, Wallaceburg	Chatham-Kent	build an addition & deck	May-19	May-23	4

R#2023-0239	4662 Edys Mills Line, Oil Springs	Dawn-Euphemia	install 2" PE 420kPa gas main and 2" PE gas service	Apr-17	May-23	36
R#2022-0169	4477 Shiloh Line, Enniskillen	Enniskillen	new accessible washrooms & open air pavilion	May-04	May-04	1
R#2023-0248	southwest of 11318 Ivan Dr, Ilderton	Middlesex Centre	like-for-like culvert replacement	Apr-21	May-08	17
R#2023-0144	4310 Petrolia Line, Petrolia	Petrolia	build dwelling	Apr-26	May-08	12
R#2022-0050	3608 London Line, Plympton-Wyoming	Plympton-Wyoming	Construction of new dwelling	Feb-24	May-08	73
R#2022-0681	3080 Lakeview Ave, Camlachie	Plympton-Wyoming	build an addition	Apr-04	May-08	34
R#2023-0176	4241 Bluepoint Drive, Plympton	Plympton-Wyoming	emergency groyne repair	Mar-28	Apr-11	14
R#2023-0195	6877 Dalrymple St, Camlachie	Plympton-Wyoming	foundation alteration	Apr-24	Apr-24	1
R#2022-0641	1255 Sandy Lane, Sarnia	Point Edward	install a shorewall	May-17	May-25	8
R#2023-0072	1498 Venetian Blvd, Point Edward	Point Edward	Addition to add a five story elevator	Mar-28	May-01	34
R#2022-0167	1970 Lakeshore Road, Sarnia	Sarnia	replace & move existing groyne	Apr-13	Apr-13	1
R#2022-0734	1994 Blackwell Road (south of), Sarnia	Sarnia	Pond Maintenance	Mar-27	Apr-21	25
R#2023-0165	1632 Lakeshore Rd, Sarnia	Sarnia	repair groyne	Mar-21	Apr-19	29
R#2023-0271	west of 2226 Michigan Ln, Sarnia	Sarnia	bridge repairs	May-03	May-10	7
R#2023-0301	4839 Brigden Rd (nearest address), Sarnia	Sarnia	install 1830m of 4" plastic gas main	May-11	May-18	7
R#2023-0169	3285 Buttonwood Dr, Alvinston	Southwest Middlesex	build an addition	Mar-23	Apr-05	13
R#2022-0783	777 St. Clair Pkwy, Corunna	St. Clair	tear down & rebuild dwelling	Apr-27	Apr-27	1
R#2023-0066	2637 Bentpath Line, Sombra	St. Clair	tear down & rebuild dwelling	May-15	May-16	1

R#2023-0095	1627 Brigden Road, Wilkesport	St. Clair	Attached garage addition	May-09	May-16	7
R#2023-0274	477 Oil Springs Ln, Courtright	St. Clair	Construct hydrogen ready power plant	May-03	May-10	7
R#2023-0039	7115 Inadale Drive, Strathroy	Strathroy-Caradoc	build a barndomimium	Apr-07	Apr-24	17
R#2023-0181	7318 Calvert Dr, Strathroy	Strathroy-Caradoc	place fill to cover pipeline (site 137)	Mar-31	May-05	35
R#2023-0196	8545 Hickory Dr (nearest address), Strathroy	Strathroy-Caradoc	installation of HDPE pipe and fiber optics	Mar-30	Apr-13	14
R#2023-0231	southwest of 6725 Century Dr, Melbourne	Strathroy-Caradoc	construct a new NPS 2" natural gas pipeline	Apr-13	May-16	33
R#2023-0197	6865 London Line, Watford	Warwick	Attached garage & covered porch	Mar-30	Apr-26	27
R#2023-0200	5896 First School Rd (closest address), Watford	Warwick	repair culvert #41	May-03	May-03	1
Total Permits Issued: 36		Average Number of Days to Issue for this Period: 16.83				

Regulations Inquiries

FileReference	Municipality	Location
R#2023-0070	Adelaide-Metcalfe	2799 Katesville Dr, Kerwood
R#2023-0139	Adelaide-Metcalfe	23999 Mayfair Road, Strathroy
R#2023-0217	Adelaide-Metcalfe	27886 Pike Rd, Strathroy
R#2023-0256	Adelaide-Metcalfe	24 Hoefnagels Cres, Strathroy
R#2023-0330	Adelaide-Metcalfe	north of 31 Hoefnagels Cres
R#2023-0358	Adelaide-Metcalfe	behind 1055 Mullifarry Dr
R#2023-0365	Adelaide-Metcalfe	4520 Egremont Dr, Strathroy
R#2023-0221	Brooke-Alvinston	3202 Park St, Inwood
R#2023-0230	Brooke-Alvinston	3202 Park Street, Inwood
R#2023-0290	Brooke-Alvinston	5003 Inwood Rd, Watford
R#2023-0314	Brooke-Alvinston	3533 Gully Mor Rd, Alvinston
R#2023-0317	Brooke-Alvinston	7874 Oil Springs Ln, Alvinston
R#2023-0342	Chatham-Kent	259 Lindsay St W, Dresden

R#2021-0038	Chatham-Kent	7 Bayview, Mitchell's Bay
R#2023-0019	Chatham-Kent	9293 Green Valley Line, Dresden
R#2023-0059	Chatham-Kent	8829 Cedar Hedge Line, Dresden
R#2023-0161	Chatham-Kent	540 Agnes St, Wallaceburg
R#2023-0170	Chatham-Kent	658 Camden St, Dresden
R#2023-0171	Chatham-Kent	26887 Baldoon Rd, Dover Centre
R#2023-0172	Chatham-Kent	329 Bethel Rd, Wallaceburg
R#2023-0249	Chatham-Kent	24226 Fuller Rd, Thamesville
R#2023-0261	Chatham-Kent	Various - Bothwell DS #2 F3
R#2023-0262	Chatham-Kent	30003 St. Clair Pkwy, Wallaceburg
R#2023-0275	Chatham-Kent	1612 Nelson St, Port Lambton
R#2023-0291	Chatham-Kent	9772 Oldfield Ln, Tupperville
R#2023-0295	Chatham-Kent	Sydeham River along Glasgow Ln & Short Ln
R#2023-0297	Chatham-Kent	24 Henson St, Dresden
R#2023-0328	Chatham-Kent	8292 Bush Ln, Dover Centre
R#2023-0352	Chatham-Kent	10592 Union Ln, Dresden
R#2023-0356	Chatham-Kent	597 Camden St, Dresden
R#2023-0357	Chatham-Kent	6074 Dufferin Ave, Wallaceburg
R#2023-0204	Dawn-Euphemia	1321 Tinney Rd, Inwood
R#2023-0243	Dawn-Euphemia	4676 Lambton Ln, Dresden
R#2023-0251	Dawn-Euphemia	1106 Mawlam Rd, Florence
R#2023-0253	Dawn-Euphemia	south of 1379 Smith Falls Rd, Florence
R#2023-0277	Dawn-Euphemia	901 Florence Rd, Florence
R#2023-0281	Dawn-Euphemia	521 Florence Rd, Florence
R#2023-0289	Dawn-Euphemia	1362 Dawn Valley Rd, Tupperville
R#2023-0299	Dawn-Euphemia	4662 Edys Mills Ln, Oil Springs
R#2023-0341	Dawn-Euphemia	7174 Dobbyn Rd, Alvinston
R#2022-0592	Enniskillen	3115 Rokeby Line, Enniskillen
R#2023-0187	Enniskillen	4644 Oil Heritage Rd, Petrolia
R#2023-0234	Enniskillen	5656 Shiloh Line
R#2023-0235	Enniskillen	2725 Marthaville Ln, Oil Springs
R#2023-0240	Enniskillen	3992 Oil Springs Line, Enniskillen
R#2023-0331	Enniskillen	4708 Shiloh Ln, Petrolia
R#2023-0337	Enniskillen	Lot 26, Con 11 (Petrolia Ln)

R#2021-0679	Lambton Shores	Lot 73 Freeman St
R#2023-0228	Lambton Shores	41 Broadway St, Forest
R#2023-0229	Lambton Shores	6414 Victoria Ave, Lambton Shores
R#2023-0236	Middlesex Centre	5217 Egremont Dr, Ilderton
R#2023-0250	Middlesex Centre	northeast of 10427 Lamont Dr, Komoka
R#2023-0354	Middlesex Centre	10075 Ilderton Rd, Ilderton
R#2023-0205	Petrolia	488A First Ave, Petrolia
R#2023-0209	Petrolia	4069 Ernest St, Petrolia
R#2023-0278	Petrolia	4300 Garden Cres, Petrolia
R#2023-0288	Petrolia	4310 Petrolia Ln, Petrolia
R#2023-0292	Petrolia	4056A Englehart Dr, Petrolia
R#2022-0601	Plympton-Wyoming	6150 Camlachie Road, Camlachie
R#2023-0097	Plympton-Wyoming	3078 Lake View Ave, Camlachie
R#2023-0167	Plympton-Wyoming	lot southwest of 3965 Geroche St, Camlachie
R#2023-0198	Plympton-Wyoming	lot east of 3140 Douglas St, Camlachie
R#2023-0265	Plympton-Wyoming	528 Zone St, Wyoming
R#2023-0272	Plympton-Wyoming	4852 Forsyth Trail, Camlachie
R#2023-0296	Plympton-Wyoming	4094 Bluepoint Dr, Plympton-Wyoming
R#2023-0298	Plympton-Wyoming	4360 Lambton Ln, Camlachie
R#2023-0305	Plympton-Wyoming	4890 Forysth Trail
R#2023-0313	Plympton-Wyoming	5254 Hubbard Ln, Forest
R#2023-0315	Plympton-Wyoming	6903 Maitland St, Camlachie
R#2023-0336	Plympton-Wyoming	3885 Ferne Ave, Camlachie
R#2023-0351	Plympton-Wyoming	3826 Confederation Ln, Wyoming
R#2023-0032	Sarnia	5208 Telfer Road, Sarnia
R#2023-0156	Sarnia	531 Cathcart Blvd, Sarnia
R#2023-0177	Sarnia	871 Eastwood St, Sarnia
R#2023-0203	Sarnia	2524 Churchill Line, Sarnia
R#2023-0207	Sarnia	1970 Confederation Line, Sarnia
R#2023-0208	Sarnia	2116 London Line, Sarnia
R#2023-0223	Sarnia	830 Tudor Close W, Sarnia
R#2023-0224	Sarnia	542 Lakeshore Rd, Sarnia
R#2023-0244	Sarnia	2980 Lakeview Trail
R#2023-0168	Southwest Middlesex	25141 Old Airport Rd, Alvinston

R#2023-0269	Southwest Middlesex	25093 Old Airport Rd, Alvinston
R#2021-0191	St. Clair	3111 St. Clair Parkway
R#2023-0024	St. Clair	890 Waring Road, Port Lambton
R#2023-0134	St. Clair	2567 Telfer Rd, Brigden
R#2023-0214	St. Clair	2925 LaSalle Ln, Petrolia
R#2023-0222	St. Clair	4534 St. Clair Pkwy, Port Lambton
R#2023-0226	St. Clair	1552 Melwood Dr, Brigden
R#2023-0227	St. Clair	4360 St. Clair Pkwy, Port Lambton
R#2023-0252	St. Clair	911 Moore Ln, Mooretown
R#2023-0287	St. Clair	3672 St. Clair Pkwy, Sombra
R#2023-0294	St. Clair	626 Polymoore Drive, Corunna
R#2023-0318	St. Clair	1111 St. Clair Pkwy, Mooretown
R#2023-0319	St. Clair	480 Lyndock St, Corunna
R#2023-0327	St. Clair	61 Charlton St, Courtright
R#2023-0329	St. Clair	1461 Moore Ln, Mooretown
R#2023-0340	St. Clair	Lot 20, Tyler Drive
R#2022-0546	Strathroy-Caradoc	28 Concord Street, Strathroy
R#2023-0199	Strathroy-Caradoc	southwest of 7154 Falconbridge Dr, Melbourne
R#2023-0218	Strathroy-Caradoc	395 Carrie Street, Strathroy
R#2023-0270	Strathroy-Caradoc	402 Victoria St, Strathroy
R#2023-0276	Strathroy-Caradoc	62 McKeller Rd, Strathroy
R#2023-0280	Strathroy-Caradoc	Albert St (Bw Pike Rd & Centre St)
R#2023-0282	Strathroy-Caradoc	8037 Walkers Dr, Strathroy
R#2023-0286	Strathroy-Caradoc	24749 Park St, Strathroy
R#2023-0303	Strathroy-Caradoc	395 Victoria St, Strathroy
R#2023-0359	Strathroy-Caradoc	northeast of 7154 Falconbridge Dr
R#2022-0097	Warwick	6865 London Line, Warwick
R#2023-0154	Warwick	5781 Bethesda Road, Warwick
R#2023-0210	Warwick	7074 Confederation Ln, Watford
R#2023-0302	Warwick	6480 First School Rd, Watford
R#2023-0339	Warwick	7785 Confederation Ln, Watford
R#2023-0353	Warwick	5957 Nauvoo Rd, Watford
Total Regulations Inquiries: 113		

Regulations - DART Completed Files

File Reference	Municipality	Drain / Watercourse
R#2023-0267	Brooke-Alvinston	Wilcox Drain
R#2023-0322	Brooke-Alvinston	12 Concession Rd Drain
R#2023-0324	Brooke-Alvinston	Tait Swartz Drain
R#2023-0124	Chatham-Kent	Mcdonald Street (Colby Cut) Pump Works
R#2023-0189	Dawn-Euphemia	Short Drain
R#2023-0190	Dawn-Euphemia	Smith Drain
R#2023-0191	Dawn-Euphemia	Cuthbertson Drain
R#2023-0192	Dawn-Euphemia	5th Concession Blind Line Drain
R#2023-0193	Dawn-Euphemia	Outhouse Drain
R#2023-0219	Dawn-Euphemia	Brooke-Enniskillen-Dawn Townline Drain
R#2023-0220	Dawn-Euphemia	Pyne Drain
R#2023-0237	Enniskillen	6th Concession Drain
R#2023-0259	Enniskillen	Radford Piggott
R#2023-0346	Enniskillen	Black Creek Drain
R#2023-0079	St. Clair	Mills Drain
R#2023-0146	St. Clair	Horley Drain
R#2023-0284	St. Clair	Hubbard Drain
R#2023-0285	St. Clair	Emery Drain
R#2023-0325	St. Clair	Baker Drain
R#2023-0260	Strathroy-Caradoc	Humphrey Drain

Total DART Permits Issued: 20

Regulations Permits - Drains

File Reference	Municipality	Drain / Watercourse
R#2023-0263	Brooke-Alvinston	Edgar Podolinsky Drain
R#2021-0636	Chatham-Kent	Irving Drain
R#2022-0072	Chatham-Kent	Carter Drain

Total Regulations Inquiries Regarding Drains: 3

PL#2023-0021	5088 Fisher Line (lot west)	Plympton-Wyoming	
PL#2023-0024	6714 Augusta Street	Plympton-Wyoming	A-12/23
PL#2023-0027	Fleming Road and Creekside Drive	Plympton-Wyoming	B-07/23
PL#2023-0047	5859 Fisher Line	Plympton-Wyoming	A-16/23
PL#2020-0015	1597 London Line	Sarnia	
PL#2020-0083	4957 Kimball Road	Sarnia	1-2023-85 of 2002 SD3-2021
PL#2022-0062	1891 Michigan Line	Sarnia	
PL#2022-0096	1627 London Line	Sarnia	
PL#2022-0117	1407 London Line	Sarnia	
PL#2022-0134	1832 Lakeshore Road	Sarnia	
PL#2023-0009	2547 Old Lakeshore Road	Sarnia	A12/2023
PL#2023-0010	1441 Christina St North	Sarnia	A16/2023
PL#2023-0044	6113 Brigden Road	Sarnia	
PL#2023-0049	6022 Blackwell Sideroad	Sarnia	
PL#2022-0151	1788 & 1792 Concession Dr	Southwest Middlesex	OPA-01-2023; OPA15 ZBA-01-2023
PL#2023-0029	22845 Hagerty Rd (search 22864 Hagerty Rd)	Southwest Middlesex	ZBA-03-2023
PL#2022-0027	4737 Old River Road	St. Clair	B-05-22
PL#2022-0051	168 Beckwith Street	St. Clair	ZBA No. 33 of 2022
PL#2022-0146	St. Clair Blvd & Maple Drive	St. Clair	
PL#2022-0149	3877 St. Clair Parkway	St. Clair	
PL#2023-0020	Indian Rd & St. Clair Parkway	St. Clair	
PL#2023-0031	1138-1142 Richard Gate	St. Clair	
PL#2023-0034	2782 Petrolia Line	St. Clair	B-06-23
PL#2023-0035	357 Bentpath Line	St. Clair	B-03-23
PL#2023-0036	521 Sandstone Street	St. Clair	A-14-23
PL#2023-0042		St. Clair	
PL#2023-0045	3559 St. Clair Pkwy	St. Clair	A-21-23
PL#2023-0046	2513 Petrolia Line	St. Clair	
PL#2019-068	Queen Street & Glendon Drive	Strathroy-Caradoc	ZBA02-2020; ZBA9- 2023 39T-SC2001

PL#2019-084	101 Hull Road	Strathroy-Caradoc	
PL#2020-0058	244 Second Street	Strathroy-Caradoc	
PL#2021-0047	196 Victoria St	Strathroy-Caradoc	
PL#2021-0054	N of Napperton Drive, Pt Lot 19, Con 4	Strathroy-Caradoc	39T-SC2302
PL#2021-0064	137 Frank Street	Strathroy-Caradoc	
PL#2022-0041	Saulsbury St, Part Lot 20, Part 5, Con 4, SER	Strathroy-Caradoc	39T-SC1601
PL#2022-0048	390 Second Street, Secondary Plan Area	Strathroy-Caradoc	ZBA17-2022
PL#2023-0008	7115 Inadale Drive	Strathroy-Caradoc	A35-2022; A10-2023
PL#2023-0025	255 Albert St	Strathroy-Caradoc	
PL#2023-0028	8584 Walkers Drive, Strathroy	Strathroy-Caradoc	B20-21-2022 A41-2022
PL#2023-0038	600 Saulsbury St	Strathroy-Caradoc	SPA3-2023
PL#2023-0040	24513 Adelaide Road	Strathroy-Caradoc	B9-2023 A15-2023
PL#2023-0043	564 Dewan St	Strathroy-Caradoc	
PL#2021-0041	7757 Confederation Line	Warwick	
PL#2023-0039	7074 Confederation Line, Watford	Warwick	A-02-23
Total Plan Review Items: 63			

Environmental Assessments

File Reference	Location	Municipality
EA#2023-0001	Pike Road & Melbourne Road	Adelaide-Metcalf
EA#2022-0009	10 McDougall Street	Chatham-Kent
EA#2023-0004	Highway 402 & Highway 40, Sarnia	Sarnia
EA#2022-0012	790 Petrolia Line, Corunna	St. Clair
EA#2022-0011	WM Twin Creeks Environmental Centre	Warwick
Total Environmental Assessments: 5		

Legal Inquiries

File Reference	Location	Municipality
LL#2023-0019	8869 Petrolia Line	Brooke-Alvinston
LL#2023-0020	8947 Petrolia Line	Brooke-Alvinston
LL#2023-0010	Smoke Ln & Huffs Sideroad	Chatham-Kent
LL#2023-0011	24010 Huffs Sideroad	Chatham-Kent
LL#2023-0012	12030 Smoke Line	Chatham-Kent
LL#2023-0013	23787 Huffs Sideroad	Chatham-Kent
LL#2023-0016	317 Bethel Road, Wallaceburg	Chatham-Kent
LL#2023-0009	Part Lot 5 Douglas Street	Plympton-Wyoming
LL#2023-0017	1741 Confederation Line	Sarnia
LL#2023-0014	2460 Courtright Line, Brigden	St. Clair
LL#2023-0015	3105 St. Clair Pkwy	St. Clair
LL#2023-0018	103 North Street, Strathroy	Strathroy-Caradoc
Total Legal Inquiries: 12		

Prepared By: Chunning Li
 May 18, 2023
 DRAFT

ST CLAIR REGION CONSERVATION AUTHORITY
Statement of Revenue and Expenditure
As at Apr. 30, 2023

	Actual To Date			Annual Budget Prorated		Variance from Budget	
	Revenue	Expenditures	Surplus(Deficit)	Revenue	Expenditures	Revenue	Expenditures
Flood Control & Erosion Control	\$535,230	\$114,862	\$420,368	\$173,217	\$173,217	\$362,013	(\$58,355)
Capital Projects/WECI	\$1,775,841	\$548,840	\$1,227,001	\$896,667	\$896,667	\$879,175	(\$347,826)
Conservation Area's Capital Development	\$0	\$14,138	(\$14,138)	\$41,000	\$41,000	(\$41,000)	(\$26,862)
IT Capital	\$12,985	\$0	\$12,985	\$6,400	\$6,400	\$6,585	(\$6,400)
Equipment	\$10,400	\$0	\$10,400	\$24,000	\$24,000	(\$13,600)	(\$24,000)
Planning & Regulations	\$736,307	\$220,434	\$515,873	\$323,709	\$323,709	\$412,598	(\$103,275)
Technical Studies	\$796,455	(\$38,116)	\$834,572	\$108,886	\$108,886	\$687,570	(\$147,002)
Recreation	\$310,553	\$284,936	\$25,617	\$529,063	\$529,063	(\$218,510)	(\$244,127)
Property Management	\$27,613	\$87,940	(\$60,327)	\$104,084	\$104,084	(\$76,471)	(\$16,144)
Education	\$14,791	\$59,553	(\$44,763)	\$68,077	\$68,077	(\$53,286)	(\$8,524)
Communication	\$91,388	\$46,632	\$44,756	\$30,000	\$30,000	\$61,388	\$16,632
Source Water Protection	\$335,971	\$49,122	\$286,849	\$79,082	\$79,082	\$256,889	(\$29,960)
Conservation Services/Healthy Watersheds	\$1,104,520	\$396,187	\$708,333	\$273,668	\$273,668	\$830,852	\$122,519
Administration/AOC Management	\$1,061,328	\$276,357	\$784,971	\$357,774	\$357,774	\$703,554	(\$81,417)
	\$6,813,381	\$2,060,885	\$4,752,496	\$3,015,626	\$3,015,626	\$3,797,755	(\$954,741)

Notes:

1. Municipal matching, non-matching, and Recreation levies have been invoiced and are recorded in the actual revenue reported above. See General Levy Report for amounts outstanding.
2. The significant variances from budget to actual is reflective of the nature/timing and uniqueness of the particular projects. The variances will reduce and disappear as the year progresses.
3. Budget for the year is divided by 12 and multiplied by the number of months in the reporting period, this does not reflect the seasonality of the nature/ timing of projects



ST. CLAIR REGION CONSERVATION AUTHORITY

Cheques issued March-May 2023

CHQ. #	DATE	VENDOR	DESCRIPTION	AMOUNT
122966	3/9/2023	PJ SEEDS	Custom mix seeds	5,625.00
122967	3/9/2023	PSD Citywide Inc	Asset management software & support	13,134.04
122979	3/15/2023	JT Wetland Development	Wetland construction	17,245.00
122990	3/31/2023	BF ENVIRONMENTAL CONSULTANTS	McLean project	25,029.50
122991	3/31/2023	Campbells Outdoor Power Equipm	LC Henderson vehicle equipment	5,085.26
123011	3/31/2023	MAX UNDERHILL'S FARM SUPPLY	Herbicide	15,934.80
123025	4/12/2023	K T Excavating	Coldstream bridge & excavation for swings	19,436.00
123026	4/12/2023	Michael's Stable Developments Inc	Picnic tables	11,677.42
123030	4/12/2023	Ruby Farms Strathroy Limited	Playground mulch	8,475.00
123034	4/19/2023	Hortico Inc.	Trees	15,275.91
123040	4/19/2023	Marsh Canada Limited	2023 insurance premium	105,974.00
123046	4/19/2023	Sloan Nursery & Christmas Trees	Trees	10,784.79
123065	4/26/2023	PODOLINSKY FARM EQUIPMENT	Tractor repair & parts	5,061.01
123067	4/26/2023	SHOREPLAN ENGINEERING LTD.	Old Lakeshore Road erosion control	27,760.45
123068	4/26/2023	Postmedia	Flyer & newsletter distribution	5,346.99
123070	4/26/2023	UPPER THAMES RIVER CONS. AUTH.	Turtle egg incubation, hatching, & care	10,450.00
123072	5/3/2023	Dazzl Inc	Lenovo Thinksystem tower	14,548.75
123076	5/5/2023	GSS Engineering Consultants Ltd.	Head St & Coldstream Dam decommission	16,739.79
123101	5/17/2023	JOHNSTON BROS.(BOTHWELL) LTD.	Gravel & drainage stone	8,381.20
123109	5/17/2023	PINENEEDLE FARMS	Trees	5,629.66
123119	5/26/2023	ACTIVE PLAYGROUND EQUIPMENT	Playground equipment	5,847.94
123134	5/26/2023	SWISH MAINTENANCE LIMITED	Cleaning supplies	14,007.84
TOTAL CHEQUE DISBURSEMENTS - BANK #1 -				\$ 367,450.35

Internet banking payments for March-May 2023

TRANS #	DATE	VENDOR	DESCRIPTION	AMOUNT
10289	3/31/2023	Libro Credit Union - Visa	Employee expenses	8,781.16
10290	3/31/2023	MNP LLP	2022 year-end audit costs	7,890.22
10292	3/31/2023	OMERS	Employee pension	59,404.12
10293	3/31/2023	ONTARIO MINISTER OF FINANCE	Employer Health Tax (EHT) premiums	13,335.80
10295	3/31/2023	RECEIVER GENERAL	Payroll source deductions	98,089.16
10297	3/31/2023	RWAM Insurance Administrators Inc	Employee group benefits	15,699.44
10302	3/31/2023	WORKPLACE SAFETY & INS. BOARD	WSIB	10,554.20
10306	4/30/2023	Canada Revenue Agency - HST	Q1 2023 HST remittance	11,627.97
10312	4/30/2023	Libro Credit Union - Visa	Employee expenses	17,857.83
10313	4/30/2023	OMERS	Employee pension	41,198.52
10316	4/30/2023	RECEIVER GENERAL	Payroll source deductions	70,461.45
10318	4/30/2023	RWAM Insurance Administrators Inc	Employee group benefits	15,928.88
10319	4/30/2023	Township of Warwick - Property Taxes	Property taxes on authority lands	5,132.73
10325	4/30/2023	WORKPLACE SAFETY & INS. BOARD	WSIB	6,675.21
10336	5/31/2023	OMERS	Employee pension	41,455.16
10339	5/31/2023	RECEIVER GENERAL	Payroll source deductions	74,401.67
10341	5/31/2023	RWAM Insurance Administrators Inc	Employee group benefits	15,632.76
10346	5/31/2023	WORKPLACE SAFETY & INS. BOARD	WSIB	7,372.52
TOTAL INTERNET DISBURSEMENTS - BANK #1 -				\$ 521,498.80

Visa purchases:	ECOPA Environmental ELC workshop	\$	2,090.50
	Tenaquip - campground speed bumps	\$	1,602.34
	OSG - working at heights training	\$	1,124.34
	OSG - health & safety training	\$	988.75
	Minuteman Press - newsletter	\$	7,691.54
	Cabela's Canada - waders	\$	883.53
	Credit Valley CA - first installment	\$	1,695.00
	Global Industrial - CNF signposts	\$	931.11
	Tim Hortons - Maple syrup festival supplies	\$	847.50
	Canadian Tire - pressure washer & deadbolt	\$	525.43
	Degroots Nuerseries - mulch	\$	564.21

PAYROLL RUNS

Payroll No. 5	\$	60,082.86
Payroll No. 6	\$	70,335.12
Payroll No. 7	\$	82,681.43
Payroll No. 8	\$	77,988.38
Payroll No. 9	\$	78,969.44
Payroll No. 10	\$	82,861.87
Payroll No. 11	\$	90,426.67

TOTAL PAYROLL RUNS -

\$ 412,927.79

TOTAL DISBURSEMENTS -

\$1,301,876.94



2023 GENERAL LEVY SUMMARY

MUNICIPALITY	GROSS LEVY	PAID TO DATE	OUTSTANDING
Sarnia	\$ 576,179.00	\$ 288,089.50	\$ 288,089.50
Chatham-Kent	\$ 201,703.00	\$ 201,703.00	\$ -
Brooke-Alvinston Twp.	\$ 27,443.00	\$ 27,443.00	\$ -
Dawn Euphemia Twp.	\$ 39,287.00	\$ 39,287.00	\$ -
Enniskillen Twp.	\$ 29,958.00	\$ 29,958.00	\$ -
Lambton Shores M.	\$ 77,799.00	\$ 77,799.00	\$ -
Oil Springs V	\$ 3,098.00	\$ 3,098.00	\$ -
Petrolia T	\$ 40,578.00	\$ 40,578.00	\$ -
Plympton-Wyoming T	\$ 86,453.00	\$ 43,226.50	\$ 43,226.50
Point Edward V	\$ 33,131.00	\$ 33,131.00	\$ -
St. Clair Twp.	\$ 172,847.00	\$ 172,847.00	\$ -
Warwick Twp.	\$ 35,066.00	\$ 35,066.00	\$ -
Adelaide Metcalfe Twp.	\$ 30,012.00	\$ 30,012.00	\$ -
Middlesex Centre Twp.	\$ 35,687.00	\$ 35,687.00	\$ -
Newbury V	\$ 2,447.00	\$ 2,447.00	\$ -
Southwest Middlesex M.	\$ 18,402.00	\$ 18,402.00	\$ -
Strathroy-Caradoc M.	\$ 138,919.00	\$ 138,919.00	\$ -
TOTAL	\$ 1,549,009.00	\$ 1,217,693.00	\$ 331,316.00

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07776

ST. CLAIR REGION
CONSERVATION AUTHORITY
205 MILL POND CRESCENT
STRATHROY ON N7G 3P9



Non-registered account #440-17189-13

April 30, 2023

Your Investment Report

Account Summary

This table provides an overview of your account; including the opening and closing balance for the reporting period.

Your Investments	Opening Value Apr 1, 2023	Closing Value Apr 30, 2023	Balance on Apr 30, 2023 (CAD\$)
Canadian Dollar Investments			
Cash Account	1,547,798.18	1,547,924.74	1,547,924.74
	1,547,798.18	1,547,924.74	1,547,924.74
Grand Total (CAD\$)			1,547,924.74
		Last Statement Mar 31, 2023	1,547,798.18

You can access up-to-date account information online through BMO Nesbitt Burns Gateway at: www.gateway.bmonesbitburns.com. To register for Gateway, please contact your Investment Advisor.

We're here to help

We're dedicated to helping you succeed in meeting all of your wealth management goals. Call any member of our team referenced below if you have questions about **Your Investment Report**.

JTA8682351-0060701-07776-0004-0001-00-
/BATCH#4
Investment Advisor
519-646-1180

Batch Flick Wealth Management
www.batchflick.com
Assistant: Patricia Daer
Patricia.Daer@nbpcd.com

ADAM D'SILVA
BMO Private Wealth Market Leader
(519) 672-8560

Suite 1900
One London Place
255 Queens Avenue
London, ON N6A 5R8



Regulated by
Investment Industry Regulatory
Organization of Canada

Non-registered account #440-17189-13

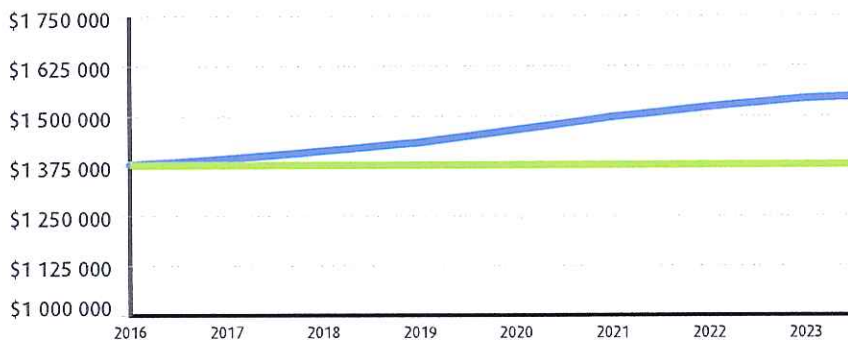
April 30, 2023

► Changes to your account

This table provides a summary of the change in value of your account, including all deposits, withdrawals and the change in market value of your investments, for both the current year and as of the start of reporting. Where applicable, balances have been converted to Canadian dollars, see page 1 for exchange rates.

	This Year (2023)	Since January 1, 2016
Opening Value	1,544,076.11	1,379,179.68
Deposited	+ 0.00	+ 0.00
Withdrawn	- 0.00	- 0.00
Net Invested	= 0.00	= 0.00
Change In Market Value	+ 3,848.63	+ 168,745.06
Closing Value on Apr 30, 2023	1,547,924.74	1,547,924.74

Net Invested is the value of total deposits less the value of total withdrawals.






● MARKET VALUE
● NET INVESTED

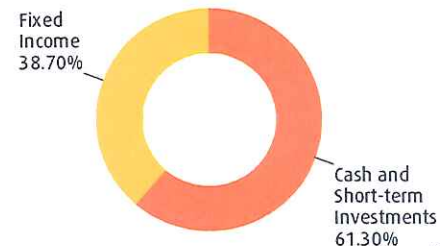
The Change in Market Value of your account since January 1, 2016 is \$168,745.06.
This includes gains, losses and income received with respect to the investments held in your account.

► Summary of your investments in Canadian dollars

Your Investor Profile

Investment Objective: Income
Time Horizon: 10 yrs and more

Investment Category	Amount	Target %	Holdings %
 Cash and Short-term Investments	947,924.74	10.00	61.30
 Fixed Income	600,000.00	90.00	38.70
 Equities	0.00	0.00	0.00
Total	1,547,924.74		100.00



Investments held in your account have been chosen based on objectives you selected on the Client Account Agreement. As your circumstances change, it is important to talk to your Investment Advisor about updating these objectives.

Non-registered account #440-17189-13

April 30, 2023

Your Canadian Dollar Investments

All amounts are reported in Canadian Dollars.

Income you received

Type of Income	Current Month	Year to Date
Interest	9.17	3,412.85
Total	9.17	3,412.85

Under **Income you received**:

- Distributions for ETFs, REITS, Funds are not officially classified by the issuer until after year-end. For this reason, we do not include that income in this section - even though these distributions are provisionally reported as 'dividends' under "Account activity for this month".
- Stock dividends reported in this statement's investment details will be included in subsequent statements under Year to date.

Your investment details

	Quantity	Cost		Market Value on April 30, 2023	
		Per Unit	Total	Per Unit	Total
Cash Account					
• Cash and Short-term Investments					
CASH			216,034.31		216,034.31
BANK OF MONTREAL CAD HISA SERIES A (101) - BMT101	31,890.430	1.000	31,890.43	1.000	31,890.43
HOMEQUITY BANK GIC ANNUAL DUE 05/25/2023 1.080% (See Bulletin board)	100,000	100.000	100,000.00	100.000	100,000.00
BANK OF MONTREAL GIC ANNUAL DUE 05/29/2023 3.250% (See Bulletin board)	100,000	100.000	100,000.00	100.000	100,000.00
CONCENTRA BANK GIC ANNUAL DUE 06/23/2023 1.320%	100,000	100.000	100,000.00	100.000	100,000.00
EFFORT TRUST GIC ANNUAL DUE 06/29/2023 3.950%	100,000	100.000	100,000.00	100.000	100,000.00
PEOPLES TRUST GIC ANNUAL DUE 10/10/2023 1.200%	100,000	100.000	100,000.00	100.000	100,000.00
CANADIAN WESTERN BANK GIC ANNUAL DUE 11/06/2023 0.990%	100,000	100.000	100,000.00	100.000	100,000.00
LAURENTIAN BANK GIC ANNUAL DUE 11/28/2023 2.240%	100,000	100.000	100,000.00	100.000	100,000.00

3 of 8

Non-registered account #440-17189-13

April 30, 2023

Your Canadian Dollar Investments (continued)

All amounts are reported in Canadian Dollars.

▶ Your investment details (continued)

	Quantity	Cost		Market Value on April 30, 2023	
		Per Unit	Total	Per Unit	Total
Subtotal			947,924.74		947,924.74
Fixed Income					
Fixed Income					
HAVENTREE BANK GIC ANNUAL DUE 05/27/2024 3.950%	100,000	100.000	100,000.00	100.000	100,000.00
B2B BANK GIC ANNUAL DUE 06/24/2024 1.400%	100,000	100.000	100,000.00	100.000	100,000.00
FAIRSTONE BANK GIC ANNUAL DUE 07/02/2024 4.370%	100,000	100.000	100,000.00	100.000	100,000.00
RFA BANK OF CANADA GIC ANNUAL DUE 08/30/2024 1.500%	100,000	100.000	100,000.00	100.000	100,000.00
HOME TRUST COMPANY GIC ANNUAL DUE 05/27/2025 4.020%	100,000	100.000	100,000.00	100.000	100,000.00
ICICI BANK GIC ANNUAL DUE 06/30/2025 4.430%	100,000	100.000	100,000.00	100.000	100,000.00
Fixed Income Subtotal			600,000.00		600,000.00
Subtotal			600,000.00		600,000.00
Total for Cash Account			1,547,924.74		1,547,924.74
Total Canadian Dollar Investments			1,547,924.74		1,547,924.74

Average cost and market price indicator descriptions can be found in "Important information about your account".

▶ Account activity for this month

Date	Activity	Description	Quantity	Unit Price	Commission	Amount
Cash Account						
Apr 1, 2023		Opening Cash Balance				216,025.14
Apr 3, 2023	Interest	1000THS BANK OF MONTREAL CAD HISA SERIES A (101) AS OF 03/31/23 REINVESTED @ \$1.00	390		0.00	0.00

Non-registered account #440-17189-13

April 30, 2023

Your Canadian Dollar Investments (continued)

All amounts are reported in Canadian Dollars.

▶ Account activity for this month (continued)

Date	Activity	Description	Quantity	Unit Price	Commission	Amount
Apr 3, 2023	Interest	BANK OF MONTREAL CAD HISA SERIES A (101) AS OF 03/31/23 REINVESTED @ \$1.00	117		0.00	0.00
Apr 24, 2023	Interest	INTEREST ON CREDIT BALANCE AT 0.050% 03/22 THRU 04/21			0.00	9.17
Apr 30, 2023		Closing Cash Balance				216,034.31

This report includes activity recorded in your account since your last statement. For a more comprehensive listing of your account activity, sign into your BMO Nesbitt Burns Gateway account.



Non-registered account #440-17189-13

April 30, 2023

Your Year-to-Date Fees Summary

▶ Fees you paid

This section summarizes all compensation received by BMO Nesbitt Burns with respect to your account. Our compensation comes from two sources: what we charge you directly (Operating and Transaction charges), and payments we receive from third parties.

	CAD (\$)
Operating charges	
Total operating charges	0.00
Transaction charges	
Total transaction charges	0.00
Total fees you paid in 2023	0.00

See examples of operating charges in "Important Information about your Account". Some fees and charges may be reported as before-tax amounts and applicable tax is reported separately within the 'Sales Tax' line item. Where this is not possible the sales tax is included within the line item.

▶ Payments BMO received from third parties

	CAD (\$)
Trailing Commission	15.72
Total payments BMO Nesbitt Burns received from third parties in 2023	15.72

We received trailing commissions with respect to securities you owned during the reporting period.

Investment funds pay the investment fund managers a management fee for managing their funds. In turn, the investment managers pay us ongoing trailing commissions for the advice and services we provide to you. The amount of the trailing commission depends on the sales charge option under which you purchased your mutual fund. You are not directly charged a trailing commission or management fee; however, these fees will reduce the fund's overall investment return to you. Information about management fees and other charges to your investment funds is included in the applicable fund facts document.

▶ Bulletin board

The USD/CAD conversion rate is: 1.3538, as of April 30, 2023

The following security in your Cash Account account 44017189 matures in the near future. Your Investment Advisor Portfolio Manager has investment alternatives.

BANK OF MONTREAL GIC
ANNUAL
DUE 05/29/2023 3.250%

The following security in your Cash Account account 44017189 matures in the near future. Your Investment Advisor Portfolio Manager has investment alternatives.

HOMEQUITY BANK GIC
ANNUAL
DUE 05/25/2023 1.080%

ACECE - 15571
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ST CLAIR REGION CONSERVATION
 AUTHORITY
 205 MILL POND CRES
 STRATHROY ON N7G 3P9



Account Number: 460-16010
 Account Type: Regular Account
 For the Period: April 1 to 28, 2023
 Last Statement: March 31, 2023

Item 8.1 (h)

Address Information
 255 Queens Avenue
 Suite 900
 London ON
 N6A 5R8

Phone: (519) 679-9490
 Website: www.scotiawealthmanagement.com
 Branch Manager: Christie Nicolacopoulos

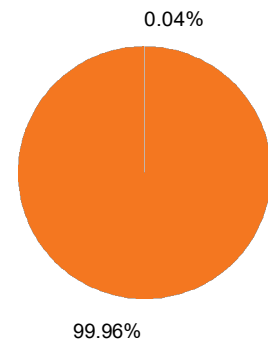
Your Wealth Advisor
 Craig Emptage (519) 660-3259
 craig.emptage@scotiawealth.com

Your Investment Team
 Michael Willemse (519) 660-3268
 Tammy Jackson (519) 660-3215
 Yousef Nassereddine (519) 660-3224

CANADIAN Account Overview

Currency: Canadian Dollar

Asset Class Summary	Apr. 28, 2023 Market Value	% of Total Assets
Cash	305	0.04
Fixed Income	747,215	99.96
Total Value of Account	\$747,520	100.00
Total Value on Last Statement, March 31, 2023	\$743,634	



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 0005-0001-07
 HRI - 0015571
 SWSTM16000_4205110_020

Details of Your Account Holdings

Type	Security Description	Quantity	Average Cost	Adjusted Book Value	Market Price	Market Value
Cash						
CASH						305
Total Cash						\$305
Fixed Income						
CASH	CICDNBDCORP CL EF (15137)	18,024.094	10.304	185,736	9.612	173,262
CASH	ISHARES CANADIAN UNIVERSE BOND INDEX ETF	3,300	27.930	92,169	28.120	92,796
CASH	MACKENZIE GLOBAL TACTICAL BOND FUND SR GF (7359)	4,889.804	9.986	48,832	9.782	47,832
CASH	MANULIFE STRATEGIC INCOME FUND CL F NL (659)	13,775.507	12.275	169,101	11.134	153,376
CASH	PIMCO MONTHLY INCOME FUND (CANADA) CL M (505)	14,825.31	13.919	206,354	12.612	186,977
CASH	SCOTIA CANADIAN INCOME FUND CL F (577)	7,447.271	12.417	92,475	12.484	92,972
Total Fixed Income						\$747,215
Total Account Holdings				\$794,972		\$747,520

The average cost and adjusted book value displayed on this statement incorporates re-invested dividends and/or mutual fund distributions and does not necessarily reflect your original purchase price. Please see Average Cost & Adjusted Book Value in the Statement Notes for more information.

Monthly Activity

Date	Type	Activity	Description	Quantity	Price	Credit/Debit(-)
Opening Cash Balance						\$-0.07
Apr. 03, 2023	CASH	DIVIDEND	MANULIFE STRATEGIC INCOME FUND CL F NL (659) REINVEST 03/31/23 @ \$11.0952 PLUS FRACTIONS OF 0.013 BOOK VALUE \$743.52	67		
Apr. 03, 2023	CASH	DIVIDEND	PIMCO MONTHLY INCOME FUND (CANADA) CL M (505)	83		

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-
-
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Monthly Activity - continued

Date	Type	Activity	Description	Quantity	Price	Credit/Debit(-)
			REINVEST 03/31/23 @ \$12.5732 PLUS FRACTIONS OF 0.845 BOOK VALUE \$1,054.20			
Apr. 10, 2023	CASH	SELL	PIMCO MONTHLY INCOME FUND (CANADA) CL M (505) PLUS FRACTIONS OF 0.614 SOLICITED	-163	12.6089	2,062.99
Apr. 20, 2023	CASH	HST	MPP MANAGED PORTFOLIOS GST/HST 86817 6249 RT0001 QST/TVQ 1019148099 TQ0001 TID#0110F100429149 MPP HST-ON 31 Mar 2023			-237.33
Apr. 20, 2023	CASH	FEE	MPP MANAGED PORTFOLIOS GST/HST 86817 6249 RT0001 QST/TVQ 1019148099 TQ0001 TID#0110F100135263			-1,825.64
Apr. 24, 2023	CASH	DIVIDEND	MACKENZIE GLOBAL TACTICAL BOND FUND SR GF (7359) REINVEST 04/21/23 @ \$9.7547 PLUS FRACTIONS OF 0.142 BOOK VALUE \$235.49	24		
Apr. 25, 2023	CASH	SELL	MANULIFE STRATEGIC INCOME FUND CL F NL (659) PLUS FRACTIONS OF 0.890 SOLICITED	-4,576	11.0905	50,760.00
Apr. 25, 2023	CASH	SELL	MACKENZIE GLOBAL TACTICAL BOND FUND SR GF (7359) PLUS FRACTIONS OF 0.782 SOLICITED	-1,621	9.7547	15,820.00
Apr. 25, 2023	CASH	SELL	PIMCO MONTHLY INCOME FUND (CANADA) CL M (505) PLUS FRACTIONS OF 0.642 SOLICITED	-4,925	12.5608	61,870.00
Apr. 25, 2023	CASH	SELL	CICDNBD CORP CL EF (15137) PLUS FRACTIONS OF 0.363 SOLICITED	-5,923	9.5385	56,500.00
Apr. 25, 2023	CASH	BUY	SCOTIA CANADIAN INCOME FUND CL F (577) THESE ARE SECURITIES OF A RELATED ISSUER OF THIS FIRM PLUS FRACTIONS OF 0.271	7,447	12.4173	-92,475.00

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Monthly Activity - continued

Date	Type	Activity	Description	Quantity	Price	Credit/Debit(-)
			SOLICITED			
Apr. 26, 2023	CASH BUY		ISHARES CANADIAN UNIVERSE BOND INDEX ETF	3,300	27.9300	-92,169.00
			SOLICITED			

Closing Cash Balance \$305.95

Summary

Income Summary

	This Period	Year-to-Date
Total Income	\$0	\$0



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A Note From ScotiaMcLeod

Fixed Income assets and your fees

For Fee Based Accounts in PartnershipPlus, iPartner and Pinnacle programs, the Fixed Income asset class includes Guaranteed Investment Certificates & other money market instruments.

Meeting Date: June 22, 2023
Report Date: May 31, 2023
Submitted by: Donna Blue

Item 8.1 (i)

Subject: Communications Update

Recommendation:

That the Board of Directors accept this update on recent communications activities including the Sydenham River Canoe and Kayak Race and Tomorrow’s Greener Schools Today – Lambton program.

Sydenham River Canoe and Kayak Race

As a result of the amount and duration of rainfall expected in the days leading up to the 2023 Sydenham River Canoe and Kayak Race scheduled for Sunday, April 30th, and the expected conditions at the start and finish lines, the Authority and St. Clair Region Conservation Foundation made the difficult decision to cancel the 2023 event.

This marks the race’s fifth cancellation in six years (three due to weather/water levels, two due to COVID-19). Participants have suggested arranging to have a rain date scheduled for future races. Discussions on if a rain date can be accommodated will occur between staff and the municipality prior to the 2024 race.

The Sydenham River Canoe and Kayak Race is recognized by the Ontario Marathon Canoe and Kayak Racing Association and serves as a fundraiser to support conservation education programs delivered by the SCRCA. Despite the cancellation, \$785.00 in pledges were received for the 2023 race.



The 2022 Sydenham River Canoe and Kayak Race drew over 70 paddlers to the Sydenham River to compete in one of eleven race classes offered by the St. Clair Region Conservation Authority and Foundation.

2023 Tomorrow's Greener Schools Today - Lambton

The SCRCA and Lambton Public Health were excited to revive the Tomorrow's Greener Schools Today – Lambton program this spring, which sees Authority and Health Unit staff and students from County elementary schools plant trees to increase greenspace and shade in their schoolyards. The program was cancelled in April of 2020 due to the challenges associated with the COVID-19 pandemic.

Through funding provided by Lambton Public Health and the St. Clair Region Conservation Foundation, 59 trees were planted at six school yards located in Petrolia, Sarnia, Bright's Grove, Forest, and Corunna throughout the month of May 2023. Over 110 students participated in the 2023 initiative which includes an educational component that introduces students to the benefits of trees from both a health (e.g., sun protection) and environmental (e.g., wildlife habitat) perspective.

In total, the program has resulted in 227 trees planted at 26 Lambton schools by 561 students. Staff are currently working with Lambton Public Health to seek grant funding to support the Tomorrow's Greener Schools Today – Lambton program for the 2023-2024 school year.



Top: Students from Queen Elizabeth II Public School in Petrolia pose beside one of ten trees planted in their schoolyard

Left: New trees planted in the schoolyard at Queen Elizabeth II Public School in Petrolia.

Media and Social Media Analytics:

In order to continually improve upon our activities related to local media outlets and social media, communications staff will be reviewing analytics to help assess our communications efforts.

The following statistics cover the timeframe from April 1, 2023, to May 31, 2023:

Media Relations

Activity	2023 (April – May)	2022 (April – May)
Media Releases	6	8
News Article Mentions	219	334

Social Media

Facebook

Activity	Total	2023 (April – May)	2022 (April – May)
Post Reach*	--	15,990	18,174
Page Visits	--	842	2022
New Likes/Followers	2,433	24	44
Posts	--	38	30

***Post Reach** – The number of people who saw any content from your Page or about your Page, including posts, stories, ads, social information from people who interact with your Page, etc.

Twitter

Activity	Total	2023 (April – May)	2022 (April – May)
Tweets	--	28	36
Retweets	--	31	42
New Followers	912	5	8
Engagements*	--	215	157

* **Engagements** = clicks, retweets, replies, follows, and likes

SCRCA Website

Activity	2023 (April – May)	2022 (April – May)
Website Views	29,249	31,487
Website Visitors	9,779	10,215

Strategic Objectives(s):

Goal 4 – Provide recreation and education opportunities for the public to enjoy and learn from our natural environment.

Meeting Date: June 22, 2023 **Item 8.1 (j)**
Report Date: May 31, 2023
Submitted by: Melissa Levi and Myra Spiller

Subject: Conservation Education Progress Report

Recommendation:

That the Board of Directors receive this update on Conservation Education programs administered by the St. Clair Region Conservation Authority.

Spring Education Program Summary

St. Clair Conservation's Education Team is happy to welcome students to Henderson Conservation Area for spring field trips. Programs are almost fully booked to the end of June; 2,500 students will have attended by the end of the school year. Bussing has been an issue for many schools this spring, so "Nature in Your Neighbourhood" schoolyard programs were promoted, and 480 students will have the chance to participate in outdoor education activities in their own schoolyards. For a full list of our current programs visit www.scrca.on.ca/govirtual.

LKDSB and SCCDSB Webinars

The LKDSB and SCCDSB have continued to sponsor well-received monthly webinars this spring, allowing SCRCA Education Staff to engage Grade K-12 students with local, relevant content. To date, over 5,000 students have participated in the 2023 school board funded webinars.

April: "The Life Cycle of a Forest" – Approximately 1,000 students joined to learn all about forests at Henderson Conservation Area, and all of the exciting things that happen at the beginning of Spring.

May: "A Day in the Life of a Biologist, Part 2: Endangered Species and Wetland Rehabilitation": Approximately 1,000 students joined us to interview Biologist Craig and PhD student Dominique as they studied the fish and turtles who have moved into a recently restored wetland at the Keith McLean Conservation Lands.

June: "Farming for the Future": Agriculture is the biggest land use in our watershed, and the Education Team is so excited to introduce students to one of SCRCA's champion Farmers who will demonstrate how to grow food while also protecting the environment.

Kettle and Stony Point First Nation – Canadian Nature Fund, Year 4

Education staff continue weekly visits to Hillside School in Kettle and Stony Point First Nation to assist with the Land-based Education Program. Staff are currently seeking new funding to enable this program to continue into the 2023-2024 school year.

Spring Water Awareness Program

Thanks to a sponsorship from Plains Midstream, the Spring Water Awareness Program (SWAP) was once again delivered as an in-person schoolyard program, featuring games and experiments to teach students about how to stay safe around cold, fast, dangerous waters by Staying Away From the Edge in the springtime. This year, 1,250 students from 11 different schools participated in this program, including all five French schools in our watershed.

***NEW* Spring Days at Canatara Animal Farm**

St. Clair Education is looking forward to teaching Grade 4 students about Species at Risk that live on and around farms in our watershed at the new Canatara “Spring Days” event starting June 12th. About 250 students are expected to attend.

Strategic Objectives(s):

Goal 4 – Provide recreation and education opportunities for the public to enjoy and learn from our natural environment

Meeting Date: June 22, 2023 **Item 8.1 (k)**
Report Date: June 1, 2023
Submitted by: Donna Blue

Subject: 2023 Conservation Scholarship Program

Recommendation:

That the Board of Directors accept this report on the 2023 Conservation Scholarship Program.

SCRCA Conservation Scholarship Program 2023:

Every year, four scholarships are available to graduating high school students who are pursuing post-secondary studies in an environmental field (e.g., biology, ecology, agriculture, etc.). Eligible students must live in or attend a secondary school within the SCRCA boundary.

The applications are scored based on marks; interest and activities as they relate to conservation and the environment; future studies as they relate to conservation and the environment; reference letter(s); and other comments offered by the applicant.

Applications for the 2023 SCRCA scholarships were due on May 31, 2023. The applications will be reviewed by a committee established by the St. Clair Region Conservation Foundation consisting of Norm Giffen, Archie Kerr, Mike Stark, Ken Phillips, and Donna Blue.

The following awards will be presented to the successful applicants:

- **A.W. Campbell Memorial Scholarship (\$1,000):** Two \$1,000 scholarships will be awarded to the top two candidates.
- **Tony Stranak Conservation Scholarship (\$500):** The third-place candidate will receive a \$500 scholarship.
- **Mary Jo Arnold Conservation Scholarship (\$500):** Of the remaining applications submitted by women, one applicant will receive a \$500 scholarship.

Meeting Date: June 22, 2023 **Item 8.1 (I)**
Report Date: May 26, 2023
Submitted by: Mike Moroney and Donna Blue

Subject: St. Clair River Area of Concern Update

Recommendation:

That the Board accept this update on the status of efforts to address the remaining Beneficial Use Impairments (BUIs) in the St. Clair River Area of Concern.

Background:

Restrictions on Fish and Wildlife Consumption – BUI #1

A presentation was made to the Canadian Remedial Action Plan Implementation Committee (CRIC) on May 11, 2023, on the outcome of the angler survey that was launched in Spring 2021 and closed in December 2022. The presentation included summary information on the most commonly consumed fish, meal size, meal frequency, preferred fishing locations, and key concerns about the consumption of fish from the St. Clair River. The findings will be incorporated into the assessment of the status of this BUI.

Restrictions on Drinking Water Consumption or Taste and Odour Problems – BUI #9

Engagement efforts remain underway to communicate the findings of the draft assessment report that was completed in January 2022 on the restrictions on drinking water consumption or taste and odour problems. The report recommended that this BUI be redesignated to no longer being impaired. Staff are waiting for confirmation on timing to be able to present the information to Walpole Island First Nation Chief and Council. A presentation to the Binational Public Advisory Council (BPAC) will follow.

Loss of Fish and Wildlife Habitat – BUI #14

The CRIC Habitat Subcommittee team continues with their work on reviewing and providing input on the draft status assessment report for the Loss of Fish and Wildlife Habitat. With seven delisting criteria to be considered as part of the assessment, the report has required substantial effort to compile information on efforts over the past 30 years to restore and protect fish and wildlife habitat in the St. Clair River Area of Concern. The draft report includes a recommendation that this BUI be redesignated to not impaired.

Recent and Scheduled Meetings

Canadian RAP Implementation Committee (CRIC)

- November 8, 2022
- May 11, 2023
- Next meeting to be scheduled in Fall 2023.

Friends of the St. Clair River (FOSCR)

- February 2, 2023
- April 11, 2023
- June 21, 2023

Binational Public Advisory Council (BPAC)

- November 1, 2022
- February 16, 2023
- April 19, 2023
- To be scheduled for July 2023

Outreach and Engagement

Newsletter

Friends of the St. Clair River and the RAP Office continue to partner on the production of St. Clair River News, a free monthly e-newsletter: [May 2023 Newsletter](#)

Canadian RAP Implementation Outreach Subcommittee

Discussions are underway with respect to holding an annual event to provide a community update on the status of the St. Clair River Area of Concern, with the first event potentially occurring in Fall 2023. More detailed discussions will occur at the next meeting scheduled for June 15, 2023.

Bluewater Anglers Kids Training Day

The Friends of the St. Clair River have arranged to have a display booth at the Kids Training Day event scheduled for Saturday May 27, 2023, at the hatchery located in the Village of Point Edward.

Management of Contaminated Sediment

The Ontario Ministry of the Environment, Conservation, and Parks (MECP), with assistance from Environment and Climate Change Canada (ECCC), will take the lead on outreach activities associated with the implementation phase of this project. Outreach will commence once timing for implementation has been confirmed. Dow will be leading the implementation work and covering costs associated with it.

Strategic Objectives(s):

Goal 3 – Protect, manage, and restore our natural systems including woodlands, wetlands, waterways, and lakes.

Financial Impact:

Funding for the RAP Coordinator position is provided by MECP and ECCC. The current agreement with MECP is in place until February 28, 2024. The funding agreement with ECCC had two funding periods. The first funding period ended on March 31, 2023. The option to extend it for the second period until March 31, 2024, was then implemented. The SCRCA is providing monthly updates to MECP and ECCC on the status of the project work.

Meeting Date: June 22, 2023 **Item 10.1**
Report Date: June 8, 2023
Submitted by: Ken Phillips, Chunning Li

Subject: Update on Inventory of Programs and Services

Recommendation:

That the Board of Directors approve the updated Inventory of Programs and Services, and further that the amount of \$30,980, representing a 2% increase in general levy, be incorporated into the 2024 and subsequent budget discussions for the purpose of funding Category 1 mandatory programs that have traditionally been funded solely through self-generated revenue or internal charges.

Background:

On October 4, 2021, the Ministry of Environment, Conservation and Parks (MECP) released the Phase 1 regulations to implement amendments to the CA Act. The following regulations were included in the Phase 1 release:

- Ontario Regulation 686/21: Mandatory Programs and Services
- Ontario Regulation 687/21: Transition Plans and Agreements for Programs and Services
- Ontario Regulation 688/21: Rules of Conduct in Conservation Areas.

Ontario Regulation 687/21: Transition Plans and Agreements for Programs and Services, required the SCRCA to develop an inventory of programs and services. The inventory must include sources of funding, costing and categorization of all programs and services into one of three specific categories:

- Category 1: Mandatory programs and services as identified in Ontario Regulation 686/21. These programs are eligible to be funded through general municipal levy. (e.g., Flood Forecast and Warning)
- Category 2: Municipal programs and services that are provided at the request of the municipality. These programs can be funded through self-generated revenue, government and other agency grants and/or municipal funding under a memorandum of understanding (MOU) or agreement with the municipality. (e.g., Operation of Local Conservation Areas)
- Category 3: Other programs and services that an Authority (Board) determines are advisable. These programs can be funded through self-generated revenue, user fees, government and other agency grants, donations, etc. Any use of municipal funding will require an agreement and would be subject to cost apportioning (e.g., Environmental Education)

The Board of Directors approved the first version of Inventory of Programs and Services at the Feb. 24, 2022 Board meeting. This inventory list must be viewed as a living and evolving document that will change during the transition period.

SCRCA staff have updated the Inventory of Programs and Services with the most recent program and cost information as attached. The duplicated and expired programs have been removed, and the cost and funding sources % have been updated. The conservation and management of lands should fall under Category 1 – Mandatory programs and services in CA Act. But the current SCRCA policy breaks conservation areas into regional, rural, and in town conservation areas, and most municipalities pay special levy for the conservation areas within their region. Therefore, local conservation areas are put in Category 2 in the inventory.

Category 1 mandatory programs and services are eligible to be funded through general municipal levy. The total cost of Category 1 programs, excluding Water & Erosion Control Infrastructure (WECl) projects, is \$2,352,870. \$910,600 of the aforementioned amount is funded through self-generated revenue (fees) and internal charges to revenue producing activities. With recent reductions in the eligibility of CAs to apply for provincial grants and freezing of fee schedules, it has become more challenging to support Category 1 programs outside of the general levy.

Recommendations:

Staff recommend designating an increase of \$30,980 (2%) to the general levy as part of the 2024 budget to fund Category 1 mandatory programs and services that have previously been funded through self-generated revenue or internal charges in order to comply with Ontario Regulation 686/21. Note that the above increase does **not** represent the total potential increase that may be required for the 2024 budget.

St. Clair Conservation Authority Inventory of Programs and Services

Program/Service and Subservices	Description	Category (1,2,3)	Category Rationale	5 Year Average Annual Costs	Funding mechanism and percentage of costs
Section 28.1 Permit Administration	Reviewing and processing permit applications, associated technical reports, site inspections, communication with applicants, agents, and consultants and legal costs.	1	CA Act	\$314,464	Municipal Levy – 46% Self-Generated – 54%
Municipal Plan Input and Review	Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Consents, Minor Variances). Input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of Ministry of Northern Development, Mines, Natural Resources and Forestry (MNMNRF), delegated to CAs in 1983. Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses and Sec. 28 permit requirements.	1	CA Act	\$240,247	Provincial – 8% Municipal Levy – 62% Self-Generated – 30%
Plan Review Not Related to Natural Hazards	Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Consents, Minor Variances).	2	CA Act	\$21,674	Self-Generated - 100%
Flood Forecasting and Warning	Daily data collection and monitoring of weather forecasts, provincial and local water level forecasts, watershed conditions, snow course, ice monitoring, flood event forecasting, flood warning, communications and response and equipment maintenance. Annual meeting with municipal flood emergency coordinator.	1	CA Act	\$118,000	Provincial -33% Municipal Levy –67 %
Flood and Erosion Control Infrastructure Operation and Management	Water and erosion control infrastructure and low flow monitoring. Includes 1 major flood control structure and 12 authority owned structures that are annually inspected, and routine maintenance work completed.	1	CA Act	\$289,600	Provincial –25 %, Participating Municipal Levy –75 %,
Flood and Erosion Control Infrastructure Major Maintenance/ capital projects	Major maintenance of flood and erosion control structures as required. Projects are dependent on Water and Erosion Control Infrastructure (WECI) funding from the province.	1	CA Act	\$2,538,000	Municipal levy – 50% Self-Generated – 50%

Low water response	Conditions monitoring and analysis. Technical and administrative support to the Water Response Team representing major water users and decision makers, who recommend drought response actions.	1	CA Act	\$5,000	Provincial –50 %, Municipal Levy –50 %
Watershed Geographical Information Management	Data collection, mapping, data sets, watershed photography. Development and use of systems to collect and store data and to provide spatial geographical representations of data.	1	CA Act	\$3,100	Self-Generated – 100%
Technical Studies and Policy Review	Studies and projects to inform natural hazards management programs including: floodplain management, watershed hydrology, regulations areas mapping update, flood forecasting system assessment, floodplain policy, Lake Huron shoreline management. These projects often last one to two years and are distributed over time as human resources and funding is available.	1	CA Act	\$80,000	Municipal – 100%
Natural Hazards Communications, Outreach and Education	Promoting public awareness of natural hazards including flooding, drought, and erosion. Public events, materials. Social media services. Media relations. Educate elementary school students and the public about the danger of floodwaters.	1	CA Act	\$10,000	Municipal Levy –50 %, self-generating-50%
Watershed Report Card	Conservation Authorities report on local watershed conditions every five years. The SCRC watershed is divided into 14 sub watersheds. Measuring increases understanding of the watershed, focuses efforts and tracks progress.	3	CA Act	\$5,000	Self-Generated – 100%
Municipal Drain and Fisheries Review	Fisheries and Oceans Canada and other partners provide funding to SCRC in order to conduct fisheries assessments on their behalf. This includes the municipal drain classification program, which classifies “not rated” drains to help streamline Fisheries Act approvals to the benefit of both Drain Superintendents and landowners. This is a component of CA Act approvals for municipal drainage works, that while specific to drain review and associated hazards, also protects headwater function, habitat and ecosystem health.	3	CA Act	\$13,500	Self-Generated –100 %
Drinking Water Source Protection Program (DWSP)	Source Protection Area/Region, technical support, Source Protections Committee support, Source Protection Authority reports and meetings. Activities required by the Clean Water Act and regulations.	3	CA Act	\$65,000	Provincial – 100%
DWSP Risk Management Official	Carrying out Part IV duties of the Clean Water Act on behalf of municipalities through service agreements.	2	CA Act	\$50,000	Municipal Contracts – 100%

Strategy Development	New Project: Collate/compile existing resource management plans, watershed plans, studies and data. Strategy development, implementation and annual reporting. This is a one-year project which builds on the 2015 Watershed Management Strategy.	1	CA Act	New Program TBD	TBD
Great Lakes Regional Initiative	Collaborative project of federal and provincial agencies and Conservation Authorities to develop watershed plans to address broader-scale water quality issues and natural hazard issues in near- shore areas and contributing watersheds.	3	CA Act	\$103,325	Self-Generated – 100 %
Sydenham River Regional Initiative	Sydenham River Phosphorus Management Plan Sydenham River Recovery (e.g., SAR Threats Inventory)	3	CA Act	\$92,500	Self-Generated – 100%
Regional Conservation Areas including AW Campbell, LC Henderson, and Warwick	Management and maintenance of 3 conservation areas which offer both seasonal and overnight camping, day use facilities including trails, pavilion rentals, playgrounds, pools, and canoe or kayak rentals. Program includes risk management, hazard tree management, site security, parking lot and road maintenance, trail maintenance, stewardship and restoration, facilities maintenance, agricultural lease management, customer service tasks, signage, and advertising.	3	CA Act	\$1,273,822	Self-Generated – 100%
Local Conservation Areas (owned and operated by SCRCA)	Management and maintenance of 6 local conservation areas. Program includes risk management, hazard tree management, parking lot maintenance, trail maintenance, facility maintenance, stewardship and restoration, and signage.	2	CA Act	\$194,522	Levy – 18% Special Levy – 31% Self-Generated – 18% Grant – 33%
Local Conservation Areas (long-term lease to municipality)	Seven local conservation areas leased to local municipality. Largely taxes and insurance costs.	2	CA Act	\$28,333	Special Levy – 75% self-generated - 25%
SCRCA forests and management areas (McKeough Upstream Lands)	Management and maintenance of CA owned lands. Includes forest management, signage, gates, passive recreation, stewardship, agriculture leases, restoration, ecological monitoring, carrying costs such as taxes and insurance.	1	CA Act	\$177,108	Self-Generated – 100%
Managed Lands (Lambton County)	Management and maintenance of five properties, four with passive recreation and one managed for wildlife habitat. Program includes risk management, hazard tree management, forest management, parking lot maintenance, trail maintenance, stewardship and restoration, and signage.	3	CA Act	\$35,726	Self-Generated - 100%
Woodlands Conservation By- Law	The county of Lambton has entered into an agreement with the SCRCA to administer the Woodlands Conservation By-Law on their behalf. Site inspections, permitting, approvals, investigations, laying of charges, court appearances	3	CA Act	\$55,262	Self-Generated - 100%

Land Management - St. Clair Region Conservation Foundation (SCRCF)	Management and maintenance of SCRCF owned lands. Includes passive recreation, risk management program, hazard tree management, forest management, agriculture leases, signage, trails, parking lots, buildings, roadways, stewardship, restoration, ecological monitoring, carrying costs such as taxes and insurance.	3	CA Act	\$34,933	Self-Generated – 100%
Strategy for CA owned or controlled lands and management plans, including land inventory, land management plans, and land acquisition and disposition strategy	New Project: A strategy to guide the management and use of CA-owned or controlled properties including guiding principles, objectives, land use, natural heritage, classifications of lands, mapping, identification of programs and services on the lands, public consultation, publish on website.	1	CA Act	\$50,000	Self-Generated – 100%
Water quality monitoring program	collect samples from sampling sites that are part of the stream monitoring program, submit samples and associated site information to a lab approved by the Ministry for analysis, collect in-field stream water data for submission to the Ministry.	1	CA Act	\$38,800	Municipal Levy - 88% Self-Generated – 12%
Private Land Stewardship Program	Work with property owners to implement Best Management Practices to mitigate flood and erosion hazards, improve and protect water quality, restore floodplains and river valleys, reduce nutrient contamination, restore and enhance wetlands to reduce flooding peaks and augment low flow, management of terrestrial non-native invasive species, protect groundwater, and improve aquatic species at risk habitat	3	CA Act	\$185,750	Self-Generated – 100%
Ecological monitoring, plans/strategies.	-Planning and developing programs relating to watershed monitoring including fish, mussels, reptiles, species-at-risk and recovery efforts of the Eastern Spiny Softshell Turtle through the Captive Hatch and Release Program. -Production and publication of academic, scientific and technical reports. -Liaise with partner organizations (DFO, MNDMNR, NPO's) on the development of aquatic monitoring programs. Drain research	3	CA Act	\$276,275	Self-Generated – 100%
Conservation Services, Tree Planting, Forestry, Invasive Species	Forestry services including consultation with property owners, tree planting plan development and extended vegetation control and plantation management. Bioremediation and Phytoremediation site management Woodland stewardship and M.F.T.I.P. services. Invasive species management including phragmites, West Nile Virus.	3	CA Act	\$346,477	Self-Generated – 78% Grant - 22%

Remedial Action Plan Coordination	Collate relevant information and support the preparation of reports outlining the status of Beneficial Use Impairments (BUIs) in the St. Clair River to facilitate re- designation, provide communications for the St. Clair River Area of Concern by attending and/or organizing events to engage the public on the program and by developing public friendly documents, facilitate and support local committees established to guide and implement the Remedial Action Plan, lead Indigenous outreach and consultation on activities, reports, and recommendations pertinent to the St. Clair River Area of Concern program.	3	GLWQA COA	\$114,841	Federal – 50% Provincial – 50%
Corporate Services	Administrative, human resources, operating and capital costs which are not directly related to the delivery of any specific program or service, but are the overhead and support costs of a conservation authority. <u>Includes health and safety program, overseeing programs and policies.</u>	1	CA Act	\$349,789	Provincial – 9%, Municipal levy - 64%, Self-Generated - 27%
Financial Services	Annual budget, accounts payable and receivable, payroll, financial analysis, financial audit, administration of reserves and investments, financial reports for funding agencies, preparing and submitting reports to CRA, benefits program administration.	1	CA Act	\$224,894	Municipal Levy - 59%, Self-Generated – 41%
Governance	CA Boards, Advisory Committees, Office of CEO/CAO/GM and Senior Management.	1	CA Act	\$29,556	Municipal Levy - 100%,
Communications and Outreach	Informing the public of SCRCA programs and projects through media, open houses, public meetings, website administration, responding to inquiries from the public, crisis communications.	1	CA Act	\$115,000	Municipal Levy – 78% Self-generated – 22%
Administration Buildings	Office buildings and workshop used to support SCRCA staff, programs and services. Includes utilities, routine and major maintenance, property taxes. Note: The Average Annual Cost does not include accessibility upgrades needed by January 1, 2025. These costs are estimated to be approximately \$250,000 in total over the next few years.	1	CA Act	\$45,520	Self-Generated – 100%
Information Technology Management/ GIS	Govern and maintain technological system to support all programs. Data management, records retention. Development and use of systems to <u>collect and store data and to provide spatial geographical</u>	1	CA Act	\$100,457	Municipal Levy – 90% Self-generated – 10%
Vehicle and Equipment	A fleet of vehicles and equipment to support the work of the SCRCA, including capital purchases, fuel, licenses, repairs and maintenance. Programs and projects are charged for the use of vehicles and equipment.	1	CA Act	\$161,336	Self-Generated - 100%

School and Community Programs	Curriculum-based education programs for elementary and secondary students. These programs focus on local watersheds, ecosystems, and environmental issues. Programs take place at schools (indoors and outdoors), field trips to conservation areas and community parks and through online learning. Education and outreach programs and community events to assist in achieving the objectives of the conservation authority. These programs are open to people of all ages. Planting of native trees, shrub, TGP in municipalities, schools' yards	3	CA Act	\$180,000	Self-Generated - 100%
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THIS LEASE AGREEMENT made as of the _____ day of _____, 2023.

BETWEEN:

ST. CLAIR REGION CONSERVATION AUTHORITY

Hereinafter called the “Landlord”

of the FIRST PART;

- and -

THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT

Hereinafter called the “Lessee”

of the SECOND PART;

WHEREAS the Landlord is the owner of various lands in the community of Dresden, ON which comprise the Tony Stranak Conservation Area (the “Conservation Area”);

AND WHEREAS historically the Lessee has, at its own expense, maintained parts of the Conservation Area and coordinated short-term bookings of the Conservation Area for the Landlord, although no signed agreement was in place between the parties for this purpose;

AND WHEREAS the parties now wish to enter into a lease agreement for the Lessee’s use of certain lands composing the Conservation Area and certain buildings situated thereon, as depicted in Schedule “A” attached hereto and hereinafter referred to as the “Premises”;

AND WHEREAS for the aforesaid purpose, the Landlord has agreed to lease the Premises to the Lessee on the terms contained herein.

WITNESSETH THAT IN CONSIDERATION of the rents, covenants, and agreements contained herein, and the sum of two dollars (\$2.00) now paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the Landlord does demise and lease the Premises described herein to the Lessee upon the following terms and conditions:

TERM OF LEASE

1. This Agreement shall be in effect for a period of five (5) years, commencing on the first day of June 2023, and expiring on the 31st day of May, 2028 (the “Term”). The Term may be renewed for two subsequent five (5) year periods upon mutual agreement of the parties and on the same terms and conditions herein, unless otherwise amended by the parties in an amending lease agreement.
2. If at the expiration of the Term or any renewal term exercised thereafter the Lessee shall continue to occupy the Premises without further written agreement, the tenancy thereafter shall be from month to month only, and may be terminated by either party on one (1) months’ notice.
3. Notwithstanding paragraph (1), either party may terminate this Agreement at any time upon ninety (90) days’ written notice to the other party.

PREMISES

4. The Premises is depicted in Schedule "A" attached hereto.

RENT

5. The Lessee's use of the Premises shall be provided by the Landlord at no charge or rent due from the Lessee, other than any provisions to the contrary herein.
6. Notwithstanding the foregoing, the Lessee agrees to pay or otherwise waive property taxes levied, assessed, or attributable to the Premises which are not already exempted through grants from the commencement of the Term until termination.

MAINTENANCE OF LEASED PREMISES

7. The Lessee shall keep the Premises and all buildings situated thereon in a reasonable state of cleanliness, safety, repair, and maintenance to the satisfaction of the Landlord. For clarity, all grass cutting and snow clearing required at the Premises shall be done at the Lessee's sole expense.
8. The Lessee agrees that all garbage and refuse generated on the Premises, from the Premises, or from the Lessee's operations on the Premises shall be contained and placed in approved containers on the Premises, and will be removed or disposed of at the expense of the Lessee.
9. The Landlord shall be entitled to enter on the Premises at any time, without notice, for the purpose of inspecting the state of repair of the Premises.
10. The Landlord shall retain exclusive control of the aspects of the river channel, flood control, river protection, erosion control, and dams pertaining to the Premises, and shall be entitled to enter on the Premises without interference by the Lessee at any time without notice for the purpose of attending to any of the aforementioned matters. Should any maintenance or protection measures be required on the Premises as a result of the Landlord's actions relative to this clause, the Landlord shall be responsible for such maintenance or protection measures at its sole cost and expense. The Landlord shall provide the Lessee with written notice of any such measures taken on the Premises, and shall also endeavor to provide the Lessee with written notice in the event of any emergencies related to the river channel, flood control, river protection, erosion control, and dams relating to the Premises of which the Lessee should be made aware.

USE OF PREMISES

11. The Lessee shall be permitted to use the Premises free of charge for park, recreational, and conservation purposes only and for no other purposes without the written consent of the Landlord.
12. Notwithstanding the foregoing, the Lessee shall be permitted to book parts of the Premises for any other organization or individual seeking to use the Premises for such recreational purposes, using the means preferred by the Lessee for such rentals. The Lessee shall be responsible for setting rental rates for those booking the Premises, and rental payments shall be collected by and payable to the Lessee.

13. All bookings of the Premises shall include the Lessee's requirements for any other bookings of its own facilities, including but not limited to rental agreements, insurance provisions, and indemnification requirements, which may be amended from time to time.
14. The Lessee shall, at its own expense, comply with all laws, by-laws, ordinances, regulations and directives of any public authority having jurisdiction affecting the Premises or the use or occupation thereof including, without limitation, police, fire and health regulations and requirements of any insurance underwriters.

CAPITAL IMPROVEMENTS AND ALTERATIONS

15. The parties are in agreement that future improvements or facilities may be developed or installed on the Premises during the Term and any renewals thereafter. The parties agree that any improvements to be undertaken on the Premises by the Lessee will be conditional upon approval of Council of the Municipality of Chatham-Kent or other designated municipal approval authority(ies) where applicable, and/or the availability of community-based funding.
16. Should the Lessee desire to make any contemplated alterations, renovations, or additions to the Premises, such work shall be completed with any applicable provincial and municipal regulations necessary for the use and operation of the Premises.
17. If approved as per this Agreement, the Lessee and/or its contractors and subcontractors shall purchase, install, maintain and repair, at the Lessee's sole cost, such improvements or facilities, such as those necessary for creation of a dog park on the Premises. The Lessee and/or its contractors shall be responsible for supervising the placement, installation, maintenance, and repair of such improvements, facilities, and/or equipment approved under this Agreement. The Landlord hereby grants permission to the Lessee's contractors or subcontractors to enter on the Premises to install, maintain, or repair such improvements, facilities, and/or equipment.
18. The Lessee agrees not to proceed with alterations, improvements, or additions, without receiving prior written approval from the Landlord. The Lessee shall provide the Landlord with detailed drawings of any proposed alterations, improvements, additions, or renovations, if so required by the Landlord. The Landlord may approve, not approve, or approve with revisions, the drawings.
19. At the end of the Term and any renewals thereafter, or in the event the Lease should be terminated by either party in accordance with section 2 herein, the Lessee may remove any of its installations or improvements on the Premises at its sole cost. If the Lessee chooses not to remove installations and/or improvements on the Premises, the ownership of such items shall transfer to the Landlord upon termination or expiration of this Agreement, and all obligations for maintenance and insurance, as well as liability, shall be borne by the Landlord.

SUPERVISION OF PREMISES

20. Each party shall be fully responsible for the provision of all supervisors and/or other staff required during their respective uses of the Premises as herein provided.

ASSIGNMENT

21. The Lessee shall not assign or sublet or part with the possession of all or part of the Premises or transfer this lease in any manner without the written consent of the Landlord, which consent may be arbitrarily withheld.

SIGNS

22. The Lessee agrees that any new signs to be erected on the Premises for the Lessee's purposes shall be at the sole expense of the Lessee and only after receiving the prior written approval of the Landlord. The Lessee further agrees at its sole expense to maintain any signs it has or will install at the Premises to be in good condition and repair at all times.

INDEMNIFICATION OF LANDLORD

23. The Lessee shall indemnify the Landlord and save it harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property arising from any occurrence in, upon or at the Premises or the occupancy or use by the Lessee of the Premises or any part thereof, or occasioned wholly or part by any act or omission of the Lessee, its agents, contractors, employees, servants, or invitees or by anyone permitted to be on the Premises by the Lessee. In case the Landlord shall, without fault on its part be made a party to any litigation commenced by or against the Lessee, the Lessee shall protect and hold the Landlord harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Landlord in connection with such litigation.

INSURANCE

24. The Landlord shall during the entire Term hereof, take out and keep in full force and effect insurance coverage for the Landlord's operations at the Conservation Area.
25. The Lessee shall, during the Term, reimburse the Landlord for those insurance costs reasonably incurred under Section 24, such amount to constitute a levy payable by the Lessee, and such amount presently estimated to be approximately \$750.00 per annum.
26. The Lessee shall during the entire Term hereof at its sole cost and expense, take out and keep in full force and effect the following:
- a) "All Risks" insurance on property of every description and kind owned by the Municipality, or for which the Lessee is legally liable, or which is installed by or on behalf of the Lessee, within the Premises including, without limitation, stock-in-trade, furniture, equipment, partitions, trade fixtures, and improvements, in an amount not less than the full replacement cost thereof from time to time; and
 - b) Public liability insurance applying to all operations of the Lessee and which shall include insurance against personal injury, death, property damage, products liability, non-owned automobile liability and Lessee's legal liability with respect to the occupancy by the Lessee of the Premises. Such policies shall be written on a comprehensive basis with limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence.

NOTICE PROVISIONS

27. Any notice, request or demand given under the lease shall be sufficiently

given if delivered personally or mailed by prepaid registered mail to the parties at their designated addresses hereinafter set out or to such other respective addresses designated by notice given hereunder:

LANDLORD: Attention: Greg Wilcox
St. Clair Region Conservation Authority
205 Mill Pond Crescent
Strathroy, ON N7G 3P9
Tel: 519-245-3710
Email: stclair@scrca.on.ca

LESSEE: Attention: Director, Parks, Fleet and Facilities
The Corporation of the Municipality of Chatham-Kent
315 King Street West
PO Box 640
Chatham, ON N7M 5K8
Tel: 519-360-1998
Email: robertp@chatham-kent.ca

28. There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein, and this Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.
29. No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations contained in this Lease shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach.
30. If at any time during the Term or any renewals thereafter the Landlord receives an offer to purchase the Premises which it is willing to accept, it shall give the Lessee a copy of such an offer and permit the Lessee the right for a forty-five (45) day period during which the Lessee may provide its own offer to purchase the Premises on the same terms and conditions as the earlier offer received by the Landlord. In such a case where the Lessee provides an offer to purchase, the Landlord shall accept the Lessee's offer to purchase the Premises in a timely manner, and the parties agree the Premises shall be sold to the Lessee within six (6) months of the date of delivery of the Lessee's offer to purchase. Should the Lessee not make an offer to purchase during the forty-five (45) day period, the Landlord shall be free to sell the Premises to any third party thereafter.
31. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed these presents.

The Corporation of the Municipality of Chatham-Kent

by:

Date

Name: Judy Smith
Title: Clerk

Date

Name: Darrin Canniff
Title: Mayor
We have authority to bind the Corporation.

St. Clair Region Conservation Authority

by:

Date

Name:
Title:

Date

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

Schedule "A"

The Premises leased herein to the Lessee is comprised of the following lands:

