



Board of Directors - Notice of Meeting

September 14, 2023 Time: 10:00 a.m.

SCRCA Administration Office/Remote*

Tentative Agenda

1. **Chair's Remarks**
2. **Declaration of Pecuniary Interests Minutes**
3. **Adoption of Agenda**
4. **Presentations/ Delegations** (none)
5. **Minutes**
 - 5.1 Board of Directors June 22, 2023 Minutes Pg. 6-38
 - 5.2 Conservation Ontario Council Meeting Update (verbal)
6. **Reports**
 - 6.1 GM's Report Pg. 39
 - 6.2 MoUs for Category 2 and 3 Programs/Services Pg. 40-56
 - 6.3 Vehicle Purchase Pg. 57
 - 6.4 Vaccine Policy Update Pg. 58
 - 6.5 C.J. McEwen Disposition Pg. 59-73
 - 6.6 Highland Glen Disposition Pg. 74-88
 - 6.7 A.W. Campbell Sewage Design RFP Pg. 89-90
 - 6.8 Storm Damage to Campgrounds Pg. 91-93
 - 6.9 2024 Conservation Area Fees Pg. 94-97
 - 6.10 Preliminary General Levy Estimate for 2024 Pg. 98-100
 - 6.11 Shoreline Project – Penhuron to Kenwick St. Pg. 101-102
 - 6.12 DMAF Application Pg. 103-104
7. **Board Correspondence**
 - 7.1 E-Mail from Val Goodin Pg. 105-106
8. **Information Items**
 - 8.1 a Business Arising Pg. 107
 - 8.1 b Current Watershed Conditions Pg. 108-109
 - 8.1 c Regulations Activity Report Pg. 110-118
 - 8.1 d Planning Activity Report Pg. 119-122
 - 8.1 e 2024 Planning and Regulations Fees (unchanged) Pg. 123
 - 8.1 f SCRCA Fee Policy Annual Review Pg. 124-143
 - 8.1 g Revenue & Expenditure Report Pg. 144
 - 8.1 h Disbursements Pg. 145
 - 8.1 i 2023 General Levy Update Pg. 146
 - 8.1 j Investments Pg. 147-153
 - 8.1 k Communications Update Pg. 154-157
 - 8.1 l AOC Report Pg. 158-159
9. **In Camera** (Legal Matter) (Separate)
10. **New Business**
11. **Adjournment**

Additional Items:

For the purpose of lunch arrangements and quorum, please RSVP by Sept. 11th
(call 519-245-3710 or e-mail Afletcher@scrca.on.ca)

*Please be advised that electronic participation is dependent upon the use of compatible equipment and consistent internet connection, which is outside of the control of SCRCA staff members. Meeting locations and available technology may hinder full participation of those joining remotely; therefore, it is strongly recommended that you attend meetings in person, where possible. Every effort will be made to accommodate those who cannot.

Disclaimer: Board members, staff, guests and members of the public are advised that the SCRCA Special Meeting and Authority Board meetings are being video/audio recorded, and will be live streamed and posted to the Authority's Youtube channel along with the official written minutes. As such, comments and opinions expressed may be published and any comments expressed by individual Board members, guests and the general public are their own, and do not represent the opinions or comments of the Full Authority and/or the SCRCA Board of Directors. The recorded video of the Full Authority meeting is not considered the official record of that meeting. The official record of the Authority meeting shall consist solely of the Minutes approved by the Board of Directors.

Board of Directors Proposed Resolutions

1. Chair's Remarks
2. It is 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.
- 3.1 Moved by: _____ Seconded by: _____
That the Board of Directors adopts the agenda for the meeting as presented.
- 5.1 Moved by: _____ Seconded by: _____
That the minutes of the Board of Directors Meeting, held June 22, 2023, be approved as distributed.
- 5.2 Moved by: _____ Seconded by: _____
That the Board of Directors acknowledges the verbal update of the Conservation Ontario Council meeting, held remotely on June 26, 2023.
- 6.1 Moved by: _____ Seconded by: _____
That the Board of Directors acknowledges the General Manager's report, dated August 28, 2023.
- 6.2 Moved by: _____ Seconded by: _____
That the Board of Directors endorse the Chair and General Manager signing of the Memorandum of Understanding received from the Municipality of Middlesex Centre and the Village of Oil Springs; And further that that the Agreements be posted on the Governance section of the SCRCA's website in accordance with Province of Ontario guidelines.
- 6.3 Moved by: _____ Seconded by: _____
That the Board of Directors approve staff to order three new trucks to be delivered in 2024 and transfer of up to a maximum of \$250,000 from the Equipment Reserve to be included in the 2024 budget to accommodate the purchase.

- 6.4 Moved by: Seconded by:
That the Board of Directors approve the suspension of the Vaccination Policy, implemented on November 10, 2021 for all SCRCA employees, prospective employees and Board Members, as defined in the policy and further, that any re-implementation of the policy be an operational decision, as determined by the General Manager on the direction of local health units and/or the Province of Ontario.
- 6.5 Moved by: Seconded by:
That the Board of Directors acknowledges this report dated August 28, 2023 on the Disposition of the C.J. McEwen Conservation Area and further approve the draft purchase agreement and revised conservation easement and direct staff to provide notice to the Minister of Natural Resources and Forestry of the disposition with a closing date of December 20, 2023.
- 6.6 Moved by: Seconded by:
That the Board of Directors acknowledges this report dated August 28, 2023 on the Disposition of the Highland Glen Conservation Area and further approve the draft purchase agreement and revised conservation easement and direct staff to provide notice to the Minister of Natural Resources and Forestry of the disposition with a closing date of December 20, 2023.
- 6.7 Moved by: Seconded by:
That the Board of Directors acknowledges this report dated August 22, 2023 on the A.W. Campbell Sewage Design Study and further directs staff to review the proposals submitted by three consultants. The board further delegates the Chair and General Manager to approve the preferred consultant and sign necessary contracts, subject to confirmation that all costs to undertake the study are available.
- 6.8 Moved by: Seconded by:
That the Board of Directors acknowledges the report dated August 28, 2023 on the Impacts of July and August Storms on SCRCA Campgrounds
- 6.9 Moved by: Seconded by:
That the Board of Directors acknowledges the report dated August 31, 2023 on the proposed 2024 Conservation Area fees and concurs with staff recommendations, as presented.
- 6.10 Moved by: Seconded by:
That the Board of Directors receive for information and discussion the report, dated September 2, 2023 on the preliminary levy estimate for the 2024 Budget.

6.11 Moved by: Seconded by:
That the Board of Directors acknowledges the report dated August 23, 2023 on this Shoreline project and further directs staff to acquire and review tender documents from contractors. The board further delegates the Chair and General Manager to approve the preferred contractor and sign necessary contracts, subject to the direction from the City of Sarnia and confirmation that all costs to undertake the work will be covered through available funding.

6.12 Moved by: Seconded by:
That the Board of Directors acknowledges the report dated August 23, 2023 on the list of projects submitted through the Disaster Mitigation and Adaptation Fund (DMAF) - intake 3 for shoreline restoration along Lake Huron and St. Clair River.

7.1 Moved by: Seconded by:
That the Board of Directors acknowledges the e-mail correspondence received August 14, 2023, from Val Goodin regarding the changes to seasonal campground regulations.

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 legal matters.

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

10. New Business

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



Board of Directors Meeting Minutes

Date: June 22, 2023

Time: 10:00 a.m.

SCRCA Administration Office/Remote via Zoom

Directors Present: John Brennan, Pat Brown, Terry Burrell, Greg Grimes, Aaron Hall, Frank Kennes, Emery Huszka, Don McCabe, Don McCallum; Mary Lynne McCallum, Steve Miller, Kristen Rodrigues, Jerry Westgate

Remote: Al Broad, Anne Marie Gillis (left at 10:55 a.m.); Adam Kilner

Regrets: Sue Cates, Rhonda Jubenville, Betty Ann MacKinnon, Ross O'Hara, Lorie Scott

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: Marg Abra, Donna Barrett, Val Goodin, Gordon McAuslan, Heather Ricard, Julie Welker (remote)

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.

BD-23-48

Miller – Burrell

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

CARRIED

Mr. Gordon McAuslan gave a presentation regarding his concern for the seasonal campground ruled surrounding the construction of decks and deck roofing. The presentation was followed by a question and answer period, with clarifications on SCRCA policy provided by Manager of Conservation Areas, Greg Wilcox. Accompanying correspondence between SCRCA staff and Mr. McAuslan was also reviewed.

Mr. McAuslan provided the Board of Directors with a petition against the requirement to remove or modify seasonal campsite decking/ deck roof structures signed by 227 seasonal campers.

BD-23-49

Grimes – Brennan

“That the Board of Directors acknowledges the correspondence and delegation from Mr. Gordon McAuslan.”

CARRIED

Current Status of the Source Protection Program

The Thames-Sydenham and Region Source Protection Plan, approved in September 2015, came into effect on December 31, 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 22, 2023 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.

A presentation providing an overview of the Thames-Sydenham and Region Drinking Water Source Protection Authority was provided by Source Protection Coordinator, Julie Welker, followed by a question and answer period.

Directors Comments:

It is requested that a copy of the presentation slides be provided to directors for discussion with their respective councils.

Director Terry Burrell pointed out that elected officials carry personal liability related to municipal or other drinking water systems under the Safe Drinking Water Act, 2002, and therefore recommended that all councilors consider attending an educational session at the Walkerton Clean Water Centre.

BD-23-50

Westgate – Burrell

“That the Board of Directors acknowledges the update report dated June 5, 2023 regarding the Thames-Sydenham and Region Drinking Water Source Protection Authority and further acknowledges the presentation from Julie Welker, Source Protection Coordinator providing an overview of the Source Protection program.”

CARRIED

The minutes of the Board of Directors meeting, held April 20, 2023 were reviewed.

BD-23-51

Grimes – Kennes

“That the minutes of the Board of Directors Meeting, held April 20, 2023, be approved as distributed.”

CARRIED

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.

Verbal update on the Provincial Planning Statement

The Province released a portion of the proposed amendments to the Provincial Planning Statement on Friday, June 16 which included updates to the parameters surrounding natural heritage commenting. Consultation closes on August 4, 2023

BD-23-52

McCallum, Mary Lynne – Brennan

“That the Board of Directors acknowledges the General Manager’s report, dated June 5, 2023.”

CARRIED

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, was reviewed. 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.

BD-23-53

Miller – Kennes

“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.”

CARRIED

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.

The C.J. McKewen CA and Highland Glen CA draft purchase agreements and draft conservation easements were reviewed.

Additional Comments:

Clarification was provided regarding the draft agreement clauses relating to prohibition of logging. Manager of Conservation Areas, Greg Wilcox explained that such clauses pertains to commercial logging only and that lands within the conservation easement would remain subject to SCRCA woodlot management. It was reiterated that the agreements are in draft form, for which any updates following public consultation will be provided to the Board of Directors.

Directors requested clarification on the draft agreement clauses on right of first refusal, in which it is stated to be registered on title for *'the maximum term allowed by law'*. Manager of Conservation Areas, Greg Wilcox agreed to request this information from the Authority's legal service and report back.

BD-23-54

Rodrigues – Kennes

“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.”

CARRIED

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

- 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.

The structural engineering report, prepared by VDP Engineering and the Corporation of the Township of Brooke By-Law number 17 of 1991 were reviewed.

Director Comments:

Director Don McCabe declared pecuniary interest and refrained from commenting or voting on motion BD-23-55.

Directors request that the building be photographed and video recorded for the purpose of providing the Municipality of Brooke-Alvinston with a historical resource.

BD-23-55

Miller – Kennes

“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.”

CARRIED

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

- After-the-fact permit **not available** without structural engineer's report
- 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
- Porch roof up to 15 sq. m exempt from permit
- Pergolas do not require a permit

LC Henderson and Warwick CA's

- 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
- Decks greater than 24" high require a permit
- Porch roof requires 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.

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.

The following documents were reviewed:

Memo dated December 6, 2021 from Marsh Advisory Consulting Solutions
Letter and waiver sent to seasonal campers regarding non-compliance
Seasonal camping construction and alteration request form
Maps of SCRCA campgrounds

Financial Impact:

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

Manager of Conservation Areas, Greg Wilcox provided a verbal overview of the above

report, followed by a question and answer period.

Director Comments:

Directors discussed the magnitude of hazard presented by the number of affected sites and stressed the liability involved with roof structures not properly secured to the ground. Directors noted that while the Board does not wish to upset its seasonal campers, it is their responsibility to act as a community service, ensuring safety for all. Director Emery Huszka thanked staff for the efforts to provide reasonable, practical and cost effective options to seasonal campers where possible.

Directors discussed the criteria for determining which sites require an exemption based upon accessibility needs. Currently, this is determined by the use of wheelchair and/or province-issued accessible parking permit.

BD-23-56

Brennan – Burrell

“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.”

CARRIED

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.

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.

BD-23-57

Burrell – McCallum, Mary Lynne

“That the Board of Directors acknowledges the report dated June 2, 2023 on the 2023-2024 WECl projects and further approves the proposal from Shoreplan Engineering Ltd for design of new shore protection structure along Seagar Park.”

CARRIED

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)

The SCRCA Risk Management and Land Classification Guideline was reviewed.

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.

Additional Comments:

Staff clarified that leasers of agricultural land are informed of permitted use within their lease agreement. No public use or trespassing signage does not impede regular farm operations.

BD-23-58

Burrell – Miller

“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.”

CARRIED

A letter from Municipality of Chatham-Kent Chief Financial Officer, Gord Quinton, dated May 16, 2023 regarding considerations for the 2024 SCRCA budget was reviewed. Director Aaron Hall noted that the municipality is aiming to provide this prompt notice, as this will be their first time engaging in a multi-year budgetary process.

BD-23-59

Burrell – Kennes

“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.”

CARRIED

8.1 (a) Business Arising

The report on business arising was reviewed.

8.1 (b) Water and Erosion Control Infrastructure (WECI) Projects

- 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

Director Comments:

Director Terry Burrell wished to congratulate staff on the successful application for funds.

8.1 (c) Regulations Activity

The regulations activity report covering the period from April 1, 2023 to May 31, 2023 was reviewed.

Director Comments:

Director Don McCabe enquired regarding the 55 time frame for the issue of permits for bridge repair in Brooke-Alvinston. Director of Planning and Regulations, Melissa Deisley offered to look into the specifics of the permits in question and report to Mr. McCabe directly.

8.1 (d) Planning Activity

The planning activity report covering the period from April 1, 2023 to May 31, 2023 was reviewed.

8.1 (e) Revenue and Expenditures

The revenue and expenditures report as at April 30, 2023 was reviewed.

8.1 (f) Disbursements

The list of disbursements for the period of March 1, 2023 to May 31, 2023 was reviewed.

8.1 (g) 2023 General Levy

The general levy report to May 31, 2023 was reviewed.

8.1 (h) Investments

The investment reports to April 30, 2023 were reviewed.

8.1 (i) Communications**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.

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.

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.

8.1 (j) Education

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

8.1 (k) Scholarships

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.

8.1 (I) Area of Concern (AOC)

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.

BD-23-60

Grimes – Brennan

“That the Board of Directors approves the consent agenda and receives the accompanying items 8.1 (a) through 8.1 (l) as information.”

CARRIED

BD-23-61

Burrell – Huszka

“That the Board of Directors move in-camera at 11:35 a.m. with only the General Manager, Board Coordinator and Manager of Conservation Lands present, in order to discuss SCRCA property and legal matter.”

CARRIED

BD-23-62

Grimes - Westgate

“That the Board of Directors rise and report at 11:50 a.m. and return to regular business.”

CARRIED

BD-23-63

Burrell – Miller

“That the Board of Directors approve the acquisition of unopened road allowance, PIN 00557 0118, Wallaceburg, Municipality of Chatham-Kent and direct staff to proceed with negotiations with Chatham-Kent for the transfer of ownership for the cost of \$1.00 and associated legal costs and further, that the Board of Directors accept the donation of Plan 133 N Pt Lot 26 in the Town of Dresden, Municipality of Chatham-Kent and direct staff to the donation of Plan 133 N Pt Lot 26 in the Town of Dresden, Municipality of Chatham-Kent.”

CARRIED

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 (WECI) 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.

A listing of SCRCA programs, services and subservices was reviewed.

Director Emery Huszka noted his inability to comment or vote on budgetary matters due to the limitations of his appointment to the Board of Directors.

Director Comments:

Director Don McCabe expressed his opposition with motion BD-23-64 and the acceptance of any figure without further supporting information. It was clarified by General Manager, Ken Phillips that the proposed increase represents a 2% increase in general levy, to be calculated and incorporated annually to address the shortfall for category 1 (mandatory) programs, for which we have previously relied on grants. It was also noted that this figure is to be incorporated into the draft budget, which will come to the Board of Directors for approval in the fall of 2023.

BD-23-64

Burrell – Kennes

“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.”

CARRIED

Under New Business

Chair Pat Brown updated the Board of Directors on Mayor Brad Loosley’s extended leave from Council and the SCRCA. He is wished ‘get well soon’ from all Board members and staff.

The Chair highlighted the Tomorrow’s Greener Schools Today program, of which he participated in at the Sir John Moore Public School in Corunna.

Directors and staff are wished a happy and safe summer. The next scheduled SCRCA meeting is September 14, 2023.

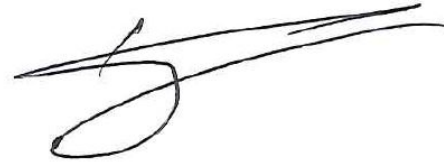
BD-23-65

Grimes – Rodrigues

“That the meeting be adjourned at 12:00 p.m.”

CARRIED

Pat Brown
Chair



Ken Phillips
General Manager

Cost Apportioning Memorandum of Understanding

(hereafter, "Agreement")

THIS AGREEMENT is made on the _____ day of _____, 2023 (hereafter, "Effective Date").

BETWEEN:

Village of Oil Springs

(hereafter, "Municipality")

AND:

ST. CLAIR REGION CONSERVATION AUTHORITY

(hereafter, "SCRCA")

WHEREAS SCRCA is a conservation authority established under the *Conservation Authorities Act* ("Act") and is governed by members appointed by its participating municipalities in accordance with the Act;

AND WHEREAS the Participating Municipality, as defined by the Act, is located wholly or partly within the area under the jurisdiction of SCRCA;

AND WHEREAS the Act permits the SCRCA to provide non-mandatory programs and services under a Cost Apportioning Agreement or such other agreement pursuant to Ontario Regulation 686/21, when levy is required for the delivery of the non-mandatory programs or services that SCRCA advises to further the purpose of the Act;

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

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

Term of Agreement

1. Initial Term of the Agreement is January 1, 2024 – December 31, 2028.
2. Thereafter, the Agreement shall continue for additional five-year periods (each a "Renewal Term") unless either party provides written notice of their intention to terminate this Agreement and such notice is given no less than one-hundred and eighty (180) days and no more than three hundred (300) days prior to the end of such calendar

year.

Agreement Principles

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

Review and Regular Intervals

4. This Agreement shall be reviewed by the parties:
 - a. On an annual basis; and
 - b. Prior to the expiry of the Initial Term and each Renewal Term it shall the SCRCA's responsibility to initiate the review with the Municipality at least one hundred and

eighty (180) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.

Dispute Resolution

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

Early Termination

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

Available to the Public

8. This Cost Agreement shall be made available on the SCRCAs' website.

Execution

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

Letters of Agreement

10. The Agreement does not preclude the parties from identifying opportunities for further collaboration to the benefit of both parties, and ensure efficiency, transparency and accountability in the use of resources, including in-kind services and assistance, coordination of complementary policy and program initiatives, and projects involving third parties. During the term of this agreement if additional programs and services are

requested from the SCRCA to be delivered on behalf of the Municipality a separate Letter of Agreement will be established with the Municipality (or delegated staff member) and attached as an Appendix.

Watershed-based Resource Management Strategy

11. The Municipality acknowledges and agrees that all Programs and Services identified in Schedule "A" shall also be included in a Watershed-based Resource Management Strategy that the SCRCA is required to develop and implement in accordance with the *Conservation Authorities Act*.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

ST. CLAIR REGION CONSERVATION AUTHORITY

Per: _____

Chair - _____

Per: _____

General Manager/Secretary Treasurer - _____

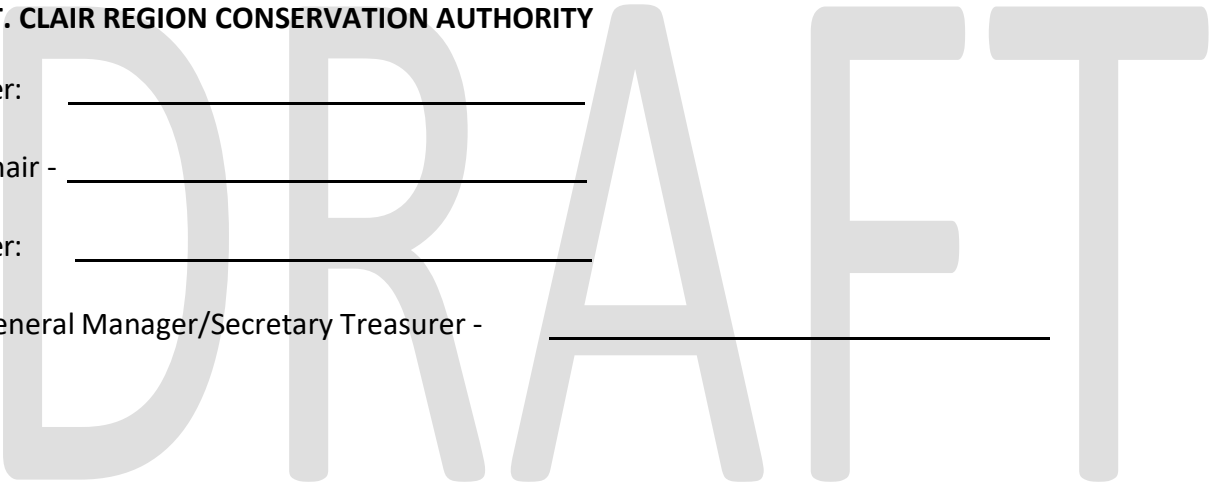
Village of Oil Springs

Per: _____

Mayor - _____

Per: _____

Clerk - _____



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

SERVICE AREAS

Under Section 21.1 of the Conservation *Authorities Act*, Conservation Authorities (CAs) are to classify their programs and services into 3 categories:

Category 1: Mandatory programs and services where municipal levy can be used without an agreement.

Category 2: Non-mandatory programs and services the CA delivers at the request of a municipality through an MOU or agreement.

Category 3: Other non-mandatory programs and services a CA determines are advisable to implement in the CA's jurisdiction. These programs and services may use municipal levy when a MOU/agreement is in place. Programs and services in Category 3 may also be funded through other means. In the latter situation, an MOU/agreement with the municipality is not required.

It is recognized that natural systems benefit from a systems-wide approach and that watersheds are the ecologically meaningful scale for not only effective planning but to enact meaningful and sustainable change.

The SCRCA is intending to enter into an agreement with The Village of Oil Springs with regard to the provision of School and Community Programs. It is proposed that this Cost Sharing Apportionment Agreement be executed in order to maintain consistency with the guidelines from the Province of Ontario. See Schedule B.

The SCRCA offers a comprehensive list of programs and services that benefit the health of the watershed, protects and educates residents about natural hazards and mitigates the effects of a changing climate. The chart below identifies the SCRCA's program areas by Category.

Currently, all of the programs and services included in the SCRCA's Category 3 program area are supported through self-generated means, including fundraising, grant proposal writing and user fees and operate independent of municipal levy. These programs include Campgrounds, Stewardship, Education and Tree Planting.

The SCRCA is seeking the financial support of its member municipalities through Category 3 agreements for the delivery of the School and Community Programs.

School and Community Programs

Category	Category 1	Category 2			Category 3	
	Mandatory programs and services as identified in Ontario Regulation 686/21. These programs are eligible to be funded through general municipal levy (no agreement required).	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.			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.	
		Agreement	Municipality	Date/Status	Agreement Proposed	No Agreement Required
1	Conservation Management of CA Lands				Managed Lands (Lambton County)	Land Management for SCRCF
2	SCRCA Forests and Management Areas (McKeough Upstream Local Conservation Areas)				Regional Conservation Areas, including compounds	Private Land Stewardship Programs
3	Strategy for CA owned or controlled lands	Owned and Operation by SCRCA			Conservation Services	
4	Land Acquisition and Disposition Strategy	Long-term Lease to Municipality			Invasive Species Management	
5	Land Inventory				Tree Planting	
6	Land Management Plans				Woodlands Conservation By-Law	
7	Watershed-Based Management Strategy				Great Lakes Regional Initiative	
8	Water Quality Monitoring Program				Sydenham River Regional Initiative	
9					Watershed report cards	
10	General Operating Expenses					School and Community Programs
11	Corporate Services					
12	Administration Buildings					
13	Communications and Outreach					
14	Natural Hazards Communications, Outreach and Education					
15	Financial Services					
16	Governance					
17	Information Technology					
18	GIS					
19	Watershed Geographical Information Management					
20	Strategy Development					
21	Vehicles and Equipment					
22	Natural Hazards, Flooding, and Erosion					
23	Flood and Erosion Control Infrastructure (WECI)	DRWSP Risk Management Official			Drinking Water Source Protection Program (DWSP)	
24	WECI Major Maintenance/Capital Projects	Plan Review Not Related to Natural Hazards			Ecological Monitoring, plans/strategies	
25	WECI Operation and Management				Municipal Drain and Fisheries Review	
26	Drinking Water Source Protection Program					
27	Low Water Response					
28	Municipal Plan Input and Review					
29	Section 28.1 Permit Administration					

School and Community Programs are an important part of shaping environmental leaders and teaching communities about local conservation efforts. Conservation education programs offer a variety of hands-on, curriculum-based, indoor, and outdoor programs geared towards both elementary and secondary school students. Staff organize and attend local events to introduce communities to the SCRCA, what the agency does, and how it can assist them. The SCRCA offers virtual (e.g., Live-stream with a Naturalist, Webinar-style) and schoolyard (Nature in Your Neighbourhood) programs, in addition to traditional field trips to accommodate the education delivery in the region. Over 20,000 students are engaged throughout the watershed.

Schedule B– Apportionment of Category 3 Programs

The costs associated with the Category 3 programs and services outlined in Schedule A are included and clearly identified in SCRCA’s overall annual budget. The financial commitment of the Municipality will be based on a council approved monetary amount.

An increase, if any, to the contribution of the Municipality will be applied effective January 1 each calendar year and based on a council approved percentage. Schedule B will be reviewed by December 31, 2028 and distributed to Member Municipalities following final budget and levy approval.

Contribution of Category 3 Programs Requiring Municipal Support for 2024-2028

Municipality Town of Oil Springs	Total Cost Apportionment for Service Areas: School and Community Program (\$)
2024	360.00
2025	360.00
2026	360.00
2027	360.00
2028	360.00

This appendix will be distributed to Member Municipalities following final budget and levy approval.

DRAFT

Cost Apportioning Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 16 day of August, 2023 (hereafter, "Effective Date").

BETWEEN:**MUNICIPALITY OF MIDDLESEX CENTRE**

(hereafter, "Municipality")

AND:**ST. CLAIR REGION CONSERVATION AUTHORITY**

(hereafter, "SCRCA")

WHEREAS SCRCA is a conservation authority established under the *Conservation Authorities Act* ("Act") and is governed by members appointed by its participating municipalities in accordance with the Act;

AND WHEREAS the Participating Municipality, as defined by the Act, is located wholly or partly within the area under the jurisdiction of SCRCA;

AND WHEREAS the Act permits the SCRCA to provide non-mandatory programs and services under a Cost Apportioning Agreement or such other agreement pursuant to Ontario Regulation 686/21, when levy is required for the delivery of the non-mandatory programs or services that SCRCA advises to further the purpose of the Act;

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

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

Term of Agreement

1. Initial Term of the Agreement is January 1, 2024 – December 31, 2028.
2. Thereafter, the Agreement shall continue for additional four-year periods (each a "Renewal Term") unless either party provides written notice of their intention to terminate this Agreement and such notice is given no less than one-hundred and eighty (180) days and no more than three hundred (300) days prior to the end of such calendar year.

Agreement Principles

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

Review and Regular Intervals

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

Dispute Resolution

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

Early Termination

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

Available to the Public

8. This Cost Agreement shall be made available on the SCRCA's website.

Execution

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

Letters of Agreement

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

Watershed-based Resource Management Strategy

11. The Municipality acknowledges and agrees that all Programs and Services identified in Schedule "A" shall also be included in a Watershed-based Resource Management Strategy that the SCRCA is required to develop and implement in accordance with the *Conservation Authorities Act*.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

ST. CLAIR REGION CONSERVATION AUTHORITY

Per: Pat G. Brown

Chair - Pat G. Brown

Per: _____

General Manager/Secretary Treasurer - _____

MUNICIPALITY OF MIDDLESEX CENTRE

Per: Aina DeVet

Mayor - Aina DeVet

Per: James Hutson

Clerk - James Hutson

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

SERVICE AREAS

Under Section 21.1 of the *Conservation Authorities Act*, Conservation Authorities (CAs) are to classify their programs and services into 3 categories:

Category 1: Mandatory programs and services where municipal levy can be used without an agreement.

Category 2: Non-mandatory programs and services the CA delivers at the request of a municipality through an MOU or agreement.

Category 3: Other non-mandatory programs and services a CA determines are advisable to implement in the CA's jurisdiction. These programs and services may use municipal levy when a MOU/agreement is in place. Programs and services in Category 3 may also be funded through other means. In the latter situation, an MOU/agreement with the municipality is not required.

It is recognized that natural systems benefit from a systems-wide approach and that watersheds are the ecologically meaningful scale for not only effective planning but to enact meaningful and sustainable change.

The SCRCA is intending to enter into an agreement with Middlesex Centre with regard to the maintenance and operation of Coldstream Conservation Area. It is proposed that this Cost Sharing Apportionment Agreement be executed in order to maintain consistency with the guidelines from the Province of Ontario. See Schedule B.

The SCRCA offers a comprehensive list of programs and services that benefit the health of the watershed, protects and educates residents about natural hazards and mitigates the effects of a changing climate. The chart below identifies the SCRCA's program areas by Category.

Cost Apportioning Agreement

Category 1 Mandatory programs and services as identified in Ontario Regulation 686/21. These programs are eligible to be funded through general municipal levy (no agreement required).	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.			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.	
	Agreement	Municipality	Date/Status	Agreement Proposed	No Agreement Required
Conservation Management of CA Lands					
SCRCA Forests and Management Areas (McKeough Upstream Lands)	Local Conservation Areas			Managed Lands (Lambton County)	Land Management for SCRCA
Strategy for CA owned or controlled lands	Owned and Operated by SCRCA	Middlesex Centre		Regional Conservation Areas, including campgrounds	
Land Acquisition and Disposition Strategy	Long term Lease to Municipality			Conservation Services	Private Land Stewardship Program
Land Inventory				Invasive Species Management	
Land Management Plans				Tree Planting	
Watershed Based Management Strategy				Woodlands Conservation By-Law	
Water Quality Monitoring Program				Great Lakes Regional Initiative	
				Sydenham River Regional Initiative	
				Watershed report cards	
General Operating Expenses					
Corporate Services					School and Community Programs
Administration Buildings					
Communications and Outreach					
Natural Hazards Communications, Outreach and Education					
Financial Services					
Governance					
Information Technology					
GIS					
Watershed Geographical Information Management					
Strategy Development					
Vehicles and Equipment					
Natural Hazards, Flooding and Erosion					
Flood and Erosion Control Infrastructure (MECI)	DRWSP Risk Management Office			Drinking Water Source Protection Program (DWSP)	
WECI Major Maintenance/Capital Projects	Plan Review Not Related to Natural Hazards			Ecological Monitoring plans/strategies	
WECI Operation and Management				Municipal Drain and Fisheries Review	
Drinking Water Source Protection Program					
Low Water Response					
Municipal Plan Input and Review					
Section 26.1 Permit Administration					
Technical Studies and Policy Review					

Currently, all of the programs and services included in the SCRCA's Category 3 program area are supported through self-generated means, including fundraising, grant proposal writing and user fees and operate independent of municipal levy. These programs include Campgrounds, Stewardship, Education and Tree Planting.

The SCRCA is seeking the financial support of its member municipalities through Category 3 agreements for the delivery of the Tree Planting services.

Tree Planting

Currently, SCRCA's forest cover is estimated at 13%, well below the 30% recommended by Environment Canada.

Since 2017, the SCRCA has planted over 54,000 trees in Middlesex Centre (total project value of approximately \$185,000) through a mixture of large-scale plantings on corporate and private lands. This program area is crucial for bolstering forest cover, increasing biodiversity and is a cost-effective means to mitigate the effects of climate change, flooding and erosion. The SCRCA will match funds provided by its member municipalities with its own fundraising efforts.

Schedule B – Apportionment of Category 2 Programs

The SCRCA and The Municipality of Middlesex Centre currently have an agreement for the operation and maintenance of Coldstream Conservation Area. This agreement will supersede the current agreement and with costs being subject to review annually to permit inflationary or extraordinary costs associated with the day-to-day operations and capital improvements of property. This appendix will be updated annually and distributed to the Municipality following final budget and levy approval. The cost for the 2024 budget year is proposed to be \$26,010, to be paid by the Municipality. Schedule B will be updated annually and distributed to Member Municipalities following final budget and levy approval.

Schedule C – Apportionment of Category 3 Programs

The costs associated with the Category 3 programs and services outlined in Schedule A are included and clearly identified in SCRCA’s overall annual budget. The financial commitment of the Municipality will be based on a council approved monetary amount.

An increase, if any, to the contribution of the Municipality will be applied effective January 1 each calendar year and based on a council approved percentage. Schedule C will be updated annually and distributed to Member Municipalities following final budget and levy approval.

Contribution of Category 3 Programs Requiring Municipal Support for 2024

Municipality	Total Cost Apportionment for Service Areas: Tree Planting
Middlesex Centre	2,000
Chatham-Kent	TBD
Brooke-Alvinston	TBD
Dawn-Euphemia	TBD
Enniskillen	TBD
Lambton Shores	TBD
Oil Springs	TBD
Petrolia	TBD
Plympton-Wyoming	TBD
Point Edward	TBD
Sarnia	TBD
St.Clair	TBD
Strathroy-Caradoc	TBD
Adelaide-Metcalf	TBD
Warwick	TBD
Newbury	TBD

Southwest Middlesex	TBD
Total	TBD

This appendix will be updated annually and distributed to Member Municipalities following final budget and levy approval.



**Municipality of Middlesex Centre
By-Law 2023-092**

Being a by-law of the Corporation of the Municipality of Middlesex Centre to authorize the execution of a Cost Apportioning Agreement between the Municipality and the St. Clair Conservation Authority

WHEREAS Section 8 (1) of the *Municipal Act, 2001*, c. 25 states that the powers of a municipality shall be interpreted so as to confer broad authority on municipalities to enable them to govern their affairs

AND WHEREAS the *Municipal Act, 2001*, c. 25 as amended authorizes a municipal council to enter into agreements;

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


AND WHEREAS pursuant to Ontario Regulation 686/21, Conservation Authorities and municipalities are required to enter into an agreement to levy municipalities for services provided, other than the services the *Conservation Authorities Act* categorizes as mandatory services;

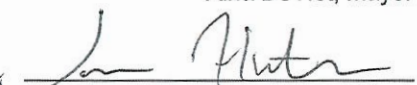
AND WHEREAS the Municipality desires to authorize an agreement with St. Clair Conservation Authority for cost apportioning matters;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Middlesex Centre enacts as follows:

- 1) THAT the Cost Apportioning Agreement attached hereto as Schedule 'A' be approved and ratified.
- 2) THAT the Mayor and Clerk be authorized to execute the attached Agreement on behalf of the Municipality of Middlesex Centre.

PASSED AND ENACTED this 16th day of August, 2023.


Aina DeViet, Mayor


James Hutson, Municipal Clerk

Meeting Date: September 14, 2023 **Item 6.5**
Report Date: August 28, 2023
Submitted by: Greg Wilcox

Subject: Disposition of CJ McEwen Conservation Area

Recommendation:

That the Board of Directors acknowledges this report dated August 28, 2023 on the Disposition of the C.J. McEwen Conservation Area and further approve the draft purchase agreement and revised conservation easement and direct staff to provide notice to the Minister of Natural Resources and Forestry of the disposition with a closing date of December 20, 2023.

Background:

The SCRCA Board of Directors has approved the transfer of ownership of the CJ McEwen Conservation Area to the Town of Plympton-Wyoming. SCRCA held an open 45-day comment period for the disposition of the CJ McEwen Conservation Area that ended on August 25, 2023 at 11:59pm.

Interested members of the public were directed to the Authority website, where details of the disposition were provided including property description, the draft purchase agreement, draft conservation easement, natural hazard mapping, and species at risk information. Public comments were received by email. Comments received are included in the table below.

Public Comments Received:

Date	Comment Method	Comment
14-Jul-23	Email	CJ McEwen is a very popular and highly used conservation area. Our family uses it every summer. It is beautiful and needs to be conserved. There are few areas that are preserved anymore. Selling it might benefit you but it does not benefit the general public or the many deer, coyotes, and other forest animals who make their home there. Animals need the limited forest areas that are left in Southwestern Ontario. Selling it would likely mean it will become another sub division and the forest and beach area will be destroyed for the animals as well as the public. Save this precious land!

31-Jul-23	Email	With regard to the Right of First Refusal noted in Schedule A, could the agreement also note that if the purchaser at some point decides to sell and the Seller is unable to repurchase the property, that a Land Trust such as the Talbot Land Trust could be conveyed the right of first refusal so that the land is able to remain in the public domain?
11-Aug-23	Email	Just curious if the conservation easement will cover both entire properties? So the natural heritage of the properties will not be destroyed? Those are my main concerns

Concerns of Plympton-Wyoming Staff:

Staff at Plympton-Wyoming expressed concern over the wording of Covenant “g” in the proposed easement.

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:

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;

CA staff have reviewed this language with our legal counsel and the following revised covenant is recommended:

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, provided that the Owner shall be permitted to carry out maintenance activities for any pre-existing structures within the maintained day use areas, and to undertake construction and erection of new buildings or structures within the maintained day use areas with written permission of the CA, which shall not be unreasonably withheld;

First Right of Refusal and Conservation Easement Duration:

First Right of Refusal: It will be registered for an indeterminate period, which means it is permanent unless someone obtains a court order (or consent of SCRCA) to remove it.

Conservation Easement: It will be permanent, although it is recommended to register a “notice of claim” every 40 years to preserve it.

Financial Impact:

All costs associated with the transfer of ownership of C.J. McEwen Conservation Area will be paid by the Town of Plympton-Wyoming.

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 December 20, 2023.**
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

Initials
of Buyer 

Initials
of Seller 

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: _____

Initials of Buyer



Initials of Seller



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.

Initials
of Buyer 

Initials
of Seller 


SCHEDULE "B"

Parcel Register for PIN 43479-0058 (LT)

Initials
of Buyer



Initials
of Seller



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, provided that the Owner shall be permitted to carry out maintenance activities for any pre-existing structures within the maintained day use areas, and to undertake construction and erection of new buildings or structures within the maintained day use areas with written permission of the CA, which shall not be unreasonably withheld;
- 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 _____

St. Clair Region Conservation Authority

Sign _____

Name _____

Title _____

Title _____

Schedule "A"

Legal Description of Lands

Meeting Date: September 14, 2023 **Item 6.6**
Report Date: August 28, 2023
Submitted by: Greg Wilcox

Subject: Disposition of Highland Glen Conservation Area

Recommendation:

That the Board of Directors acknowledges this report dated August 28, 2023 on the Disposition of the Highland Glen Conservation Area and further approve the draft purchase agreement and revised conservation easement and direct staff to provide notice to the Minister of Natural Resources and Forestry of the disposition with a closing date of December 20, 2023.

Background:

The SCRCA Board of Directors has approved the transfer of ownership of the Highland Glen Conservation Area to the Town of Plympton-Wyoming. SCRCA held an open 45-day comment period for the disposition that ended on August 25, 2023 at 11:59pm.

Interested members of the public were directed to the Authority website, where details of the disposition were provided including property description, the draft purchase agreement, draft conservation easement, natural hazard mapping, and species at risk information. Public comments were received by email. Comments received are included in the table below.

Public Comments Received:

Date	Comment Method	Comment
18-Jul-23	Email	Totally agree and am in favour.

18-Jul-23	Email	The sooner the better. Plympton-Wyoming will do a better job of looking after the facilities.
31-Jul-23	Email	With regard to the Right of First Refusal noted in Schedule A, could the agreement also note that if the purchaser at some point decides to sell and the Seller is unable to repurchase the property, that a Land Trust such as the Talbot Land Trust could be conveyed the right of first refusal so that the land is able to remain in the public domain?
11-Aug-23	Email	Just curious if the conservation easement will cover both entire properties? So the natural heritage of the properties will not be destroyed? Those are my main concerns

Concerns of Plympton-Wyoming Staff:

Staff at Plympton-Wyoming expressed concern over the wording of Covenant “g” in the proposed easement.

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:

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;

CA staff have reviewed this language with our legal counsel and the following revised covenant is recommended:

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, provided that the Owner shall be permitted to carry out maintenance activities for any pre-existing structures within the maintained day use areas, and to undertake construction and erection of new buildings or structures within the maintained day use areas with written permission of the CA, which shall not be unreasonably withheld;

First Right of Refusal and Conservation Easement Duration:

First Right of Refusal: It will be registered for an indeterminate period, which means it is permanent unless someone obtains a court order (or consent of SCRCA) to remove it.

Conservation Easement: It will be permanent, although it is recommended to register a “notice of claim” every 40 years to preserve it.

Financial Impact:

All costs associated with the transfer of ownership of Highland Glen Conservation Area will be paid by the Town of Plympton-Wyoming.

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 December 20, 2023.**
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.

Initials
of Buyer 

Initials
of Seller 

- 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:

Initials
of Buyer



Initials
of Seller



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.

Initials
of Buyer



Initials
of Seller




SCHEDULE "B"

Parcel Register for PIN 43085-0210

Initials
of Buyer



Initials
of Seller



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, provided that the Owner shall be permitted to carry out maintenance activities for any pre-existing structures within the maintained day use areas, and to undertake construction and erection of new buildings or structures within the maintained day use areas with written permission of the CA, which shall not be unreasonably withheld;
- 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

Sign _____

Name _____

St. Clair Region Conservation Authority

Sign _____

Name _____

Title _____

Title _____

Schedule "A"

Legal Description of Lands

RFP Scope:

The St. Clair Region Conservation Authority is accepting proposals for undertaking design work for Sewage disposal/treatment at AW Campbell Conservation area. The purpose of this design work is to provide:

- 1) Site specific sewage design alternatives
- 2) Detailed design of the preferred system
- 3) Complete permit application to MECP
- 4) Cost estimates for installation and construction of the system

SCRCA received three submissions for this design project by the deadline. Submissions were received from Grit Engineering, MTE Consultants, and SBM Ltd. Staff are in the process of reviewing and evaluating the proposals. Proposals have two main components, consultation/design and provisional items. Provisional costs will be determined by the Authority's preferred design option and the MECP requirements to obtain an Environmental Compliance Approval for the selected option. As such, it is difficult to anticipate the provisional costs prior to determining the preferred design. Staff evaluation of the proposals will focus on consultation/design and the quality of the proposal.

Financial Impact:

Proposals are up to \$93, 000 (+ HST) including design/consultation and provisional costs.



Above images are of tree damage at AWC

August 23/24 Storm Event:

- Heavy rains in both Alvinston and Warwick areas

A.W. Campbell

- Entrance road to campground flooded and washed out
- One camper leaving early in the morning got truck stuck in the water and required emergency responders to safely get out of the flood
- No vehicular access in or out of the campground August 24 until late afternoon on August 25
- Staff assisted some campers in leaving through an alternate route (without vehicle)
- Significant road damage from washout required contractor repair
- All transient camping arrivals cancelled for 4 days
- No injuries, damage to truck

Warwick

- Warwick Village Road flooded on the morning of August 24 – closed by the Municipality
- Road re-opened a few hours later, transient campers asked to evacuate in case water levels rose again
- All transient camping arrivals cancelled for 2 days, some wet campsites were closed for longer
- No injuries



Above Images are of the road washout at AWC



Above image is of the road damage when the water receded

Financial Impact:

- Approximately 100 cancelled transient reservations (317 nights of camping), ~\$16,000
- Arborists hired to assist with tree clean up, ~\$11,575
- Contractor for road repair, ~\$7,000
- Total financial impact to SCRCA of approximately \$34,575 not including staff time

Meeting Date: September 14, 2023 **Item 6.8**
Report Date: August 31, 2023
Submitted by: Greg Wilcox, Manager of Conservation Areas

Subject: Proposed 2024 Conservation Area Fees and Seasonal Camping Fee Schedule

Recommendation:

That the Board of Directors approves the 2024 Conservation Areas Proposed Fee Schedule and the proposed strategy to increase seasonal camping fees through the 2026 season.

Conservation Area Fee Increases

Fee increases are a result of increasing staffing costs, maintenance, park upgrades, and general cost increases. Fee increases are also required to ensure financial reserves are maintained at levels sufficient to undertake large capitals expenditures (septic system updates, road improvements, etc.) when required.

Fee Comparison:

The table below compares seasonal and transient camping fees of other Conservation Authorities, the Provincial Parks, and some local private campgrounds. For many years SCRCA seasonal camping has operated below market rate. To ensure sustainability of this program staff recommend a strategy to bring SCRCA seasonal camping rates closer to the average of our competitors.

The approximate average 2023 seasonal camping fee for 10 competitors is \$3220.00

(HST included, some estimates made for hydro fees, fee adjusted if they provide sewers, winter storage not included). The average competitor's 2023 seasonal camping fee is approximately \$595 higher than SCRCA. Our rates need to be closer to the average to ensure sustainability.

Strategy for Seasonal Camping Fee Increases

It is not reasonable to implement the required fee increase in a single season. Staff propose a 3-year increase strategy of approximately 7% (\$175) in 2024, followed by 2 seasons of 10% increases (\$280 and \$308). This will bring SCRCA's 2026 seasonal camping rate to \$3,388. Assuming the market rate continues to increase over this period, SCRCA will need to re-evaluate our rate at that time.

2023 Camping Fee Comparison						
Campground	30 Amp Seasonal Rate including Taxes, and Hydro	Overnight Serviced (per night)	Overnight Un-serviced (per night)	Day Use Vehicle Pass	Seasonal Vehicle Pass	Pump-out
St. Clair Region *proposed 2024 Rates*	\$2800	*Peak Season* \$55 weekly \$345	*Peak Season* \$44 weekly \$275	\$10	\$70	\$50/service \$270 bi-weekly \$540 weekly
St. Clair Region 2023 Rates	\$2625	*Peak Season* \$53 weekly \$332	*Peak Season* \$42 weekly \$275	\$10	\$70	\$45/service \$260 bi-weekly \$520 weekly
Upper Thames River CA 2023 Rates	\$ 3350 regular \$3600 waterfront	\$53 weekly \$ 371	\$43 weekly \$301	\$15	\$ 140.00	\$57/service \$365 bi-weekly \$730 weekly
Maitland Valley CA 2023 Rates	\$3700	\$57 Weekly \$347	\$46 weekly \$280	\$20 (peak season)	\$130	
Kettle Creek CA 2023 Rates	\$2900	\$59 Weekly \$350	\$46 Weekly \$290	\$ 10	\$100	\$ 50 per service
Catfish Creek CA 2023 Rates	\$3010	\$64 Weekly \$387	\$51 Weekly \$307	\$10	\$90	\$55/service \$310 bi-weekly \$595 weekly
Essex Region CA *2024 Rates*	\$3005.80 (plus hydro)	\$62.15				
Ontario Parks 2023 Rates	NA	\$43.79 - \$59.33	\$38.70 - \$52.55	\$12.25 - \$21	\$111.87	NA

St. Clair Township (Cathcart, Cundick, Mooretown) 2023 rates	\$2700 - \$3000	\$49.90 - \$55 Weekly \$300 - \$330	\$35			
Silver Dove (Appin) 2023 Rates	\$3277 (sewer included, plus hydro)	\$52 \$350 (sewer included)				
Great Canadian Hideaway (Parkhill) 2023 rates	\$2802.40 (plus hydro)	\$67.80	\$50.85	\$5.00 per person \$16.00 vehicle		\$339 weekly
Shady Pines (Nairn) 2023 rates	\$3051	\$62.15 Weekly \$372.90	\$50.85 Weekly \$305.10			
Woodhaven Campground (Ipperwash) 2023 rates	\$3203.55 (plus hydro, and water charges)					

CONSERVATION AREA FEES	2023	Proposed 2024 fees (HST included)
Camping Fees		
Reservation Fee	\$14.00	\$14.00
Cancellation Fee	\$20.00	\$20.00
Reservation Change Fee	\$6.00	\$6.00
Peak Season June 21, 2024 - September 3, 2024		
Daily, Unserviced	\$42.00	\$44.00
Daily, Serviced (hydro & water)	\$53.00	\$55.00
Daily, Serviced (hydro only)	\$48.00	\$50.00
Weekly, Unserviced	\$265.00	\$275.00
Weekly, Serviced	\$332.00	\$345.00
Monthly, Unserviced (28 nights)	\$941.00	\$990.00
Monthly, Serviced (28 nights)	\$1187.00	\$1,242.00
Off-Peak May 1 - June 20 2024, Sept. 4 - Oct. 19 2024, excluding Victoria Day Weekend & Thanksgiving Weekend (long weekends at peak season rates)		
Daily, Unserviced	\$35.00	\$35.00
Daily, Serviced (hydro & water)	\$40.00	\$40

Daily, Serviced (hydro only)	\$38.00	\$38
Weekly, Unserviced	\$220.50	\$220.50
Weekly, Serviced	\$252.00	\$252.00
Monthly, Unserviced (28 nights)	\$882.00	\$882.00
Monthly, Serviced (28 nights)	\$1008.00	\$1008.00
Seasonal Camping Season Fees – May 1, 2024 - October 20, 2024		
Full Payment made on or before April 15, 2022	\$2,625.00	\$2,800.00
First instalment payment on or before April 15, 2024	\$1,800.00	\$1,900.00
Second instalment payment on or before June 1, 2024	\$900.00	\$975.00
Seasonal late payment fee	\$75.00	\$100
Non-refundable seasonal site deposit for the following season - Due October 14, 2024 for 2025 seasonal camping	\$200.00	\$200.00
Miscellaneous Campground Fees		
Overnight Visitors (per person)	\$10.00	\$10.00
Sewage Pump Out per service fee	\$45.00	\$50.00
Sewage Pump Out seasonal fee (bi-weekly)	\$260.00	\$270.00
Sewage Pump Out seasonal fee (weekly)	\$520.00	\$540.00
Exterior fridge/freezer charge	\$180.00	\$200.00
Extra hydro fee for electric golf cart	\$210.00	\$210.00
Ice	\$4.00	\$4.00
Firewood (bundle)	\$10.00	\$10.00
Vehicle Day Pass	\$10.00	\$10.00
Pedestrians/Cyclists (16 & over) Day Pass	\$3.00	\$3.00
Seasonal Vehicle Day Pass	\$70.00	\$70.00
Buses	\$100.00	\$100.00
Maple Syrup Festival - (AW Campbell)	\$10.00/vehicle	\$10.00/person 12 and under free
Day Use Fees For Conservation Areas		
Open Pavilion reservation (A.W. Campbell, LC Henderson, Coldstream)	\$100.00	\$100.00
Closed in Pavilion reservation (Warwick, LC Henderson)	\$150.00	\$150.00
Coldstream CA Soccer Field Rental (per 2/hr)	50	\$50

Meeting Date: September 14, 2023 **Item 6.10**
Report Date: August 18, 2023
Submitted by: Chunning Li

Subject: Preliminary Estimate of 2024 General Levy

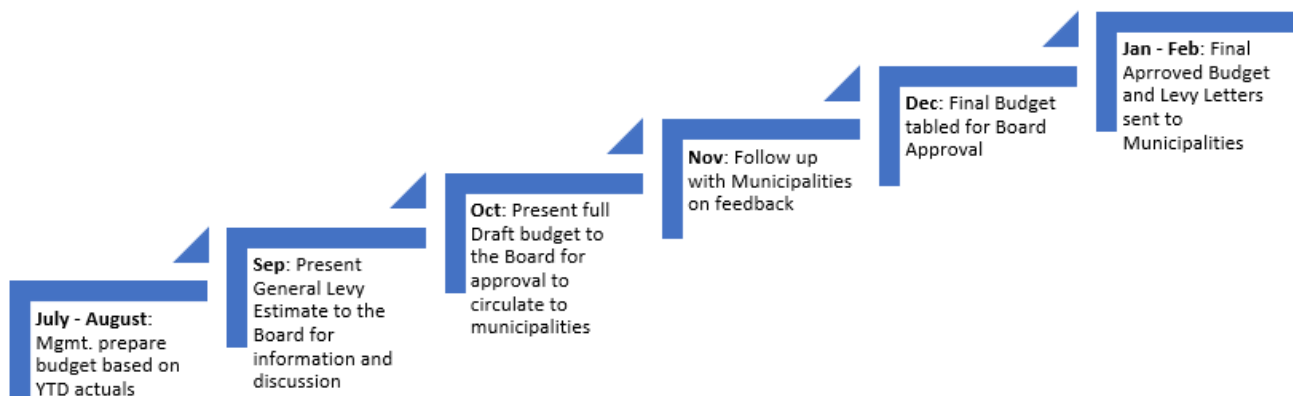
Recommendation:

That the Board of Directors receive for information and discussion the preliminary General Levy estimate for the 2024 Budget.

Background:

New regulations (O. Reg. 402/22 and O. Reg. 401/22) come into effect on July 1, 2023, updating CA budgetary practices. These updates align levy apportionment methods and the budget process with the programs and services framework established in recent legislative amendments to the Conservation Authorities Act and the Mandatory Programs and Services Regulation (O. Reg. 686/21).

The new budget and apportionment regulation largely mirrors existing levies regulations, provincial policy, and existing practices of CAs and participating municipalities. General operating expenses and capital costs, and Category 1 mandatory programs and services operating expenses and capital costs that benefit all participating municipalities can be apportioned using Modified Current Value Assessment (MCVA) method. Based on the new regulations, SCRCA's budget preparation and approval timeline is as follows:



The SCRCA management team has completed an initial estimate of 2024 General Levy. It is anticipated that the General Levy for 2024 will be \$1,629,534 shared by the 17-member municipalities, resulting in an increase of \$80,523 or 5.20% from 2023 (see the attached

schedule). The primary financial pressures and cost drivers in the estimated General Levy include:

- \$68,934 – Compensation and benefits increase, including Cost-of-Living Adjustment (COLA), step increase within wage scales, and benefit increase.
- \$250,000 – Replacement of 3 trucks in the fleet.
- \$5,000 – Conservation Ontario levy increase.
- \$30,980 – 2% increase to fund General Operating Expenses and Category 1 mandatory programs and services that have previously been funded through self-generated revenue or internal charges to comply with Ontario Regulation 686/21 (Approved on June 22, 2023).
- Fee freeze on planning, development and permitting fees based on Minister's Direction.

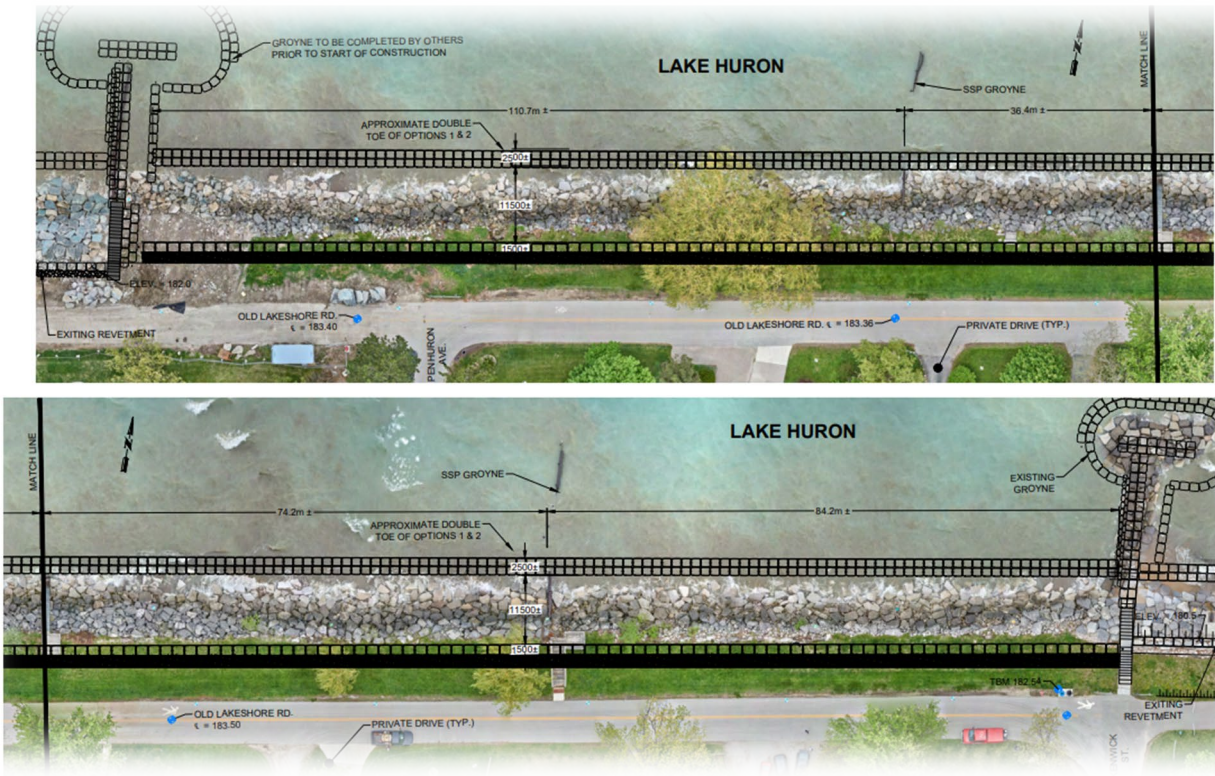
Mitigation measures to reduce the levy increase include:

- \$250,000 – Withdraw from reserve to fund fleet vehicle replacements.
- \$24,391 – Grant funding and self-generating revenue to fund some cost increases.

The net impact on 2024 General Levy is estimated to be an increase of \$80,523 or 5.20%.

Schedule B		2024 General Levy Assessment (Draft)						
Municipality	2022	2022	2023	2023	2023	2024	2023/2024	
	Current Value Assessment (modified) in Watershed	CVA Apportionment %	Current Value Assessment (modified) in Watershed	Weighted CVA Apportionment %	General Levy	General Levy	General Levy Increase	
Township of Adelaide Metcalfe	\$ 492,017,523	1.9375%	\$ 503,813,181	1.9522%	\$ 30,012	\$ 31,812	\$ 1,800	
Township Brooke-Alvinston	\$ 449,891,343	1.7716%	\$ 451,905,538	1.7511%	\$ 27,443	\$ 28,534	\$ 1,092	
Municipality Chatham-Kent	\$ 3,306,699,613	13.0214%	\$ 3,365,638,631	13.0414%	\$ 201,703	\$ 212,514	\$ 10,811	
Township Dawn-Euphemia	\$ 644,072,784	2.5363%	\$ 676,277,130	2.6205%	\$ 39,287	\$ 42,702	\$ 3,414	
Township Enniskillen	\$ 491,135,239	1.9340%	\$ 495,352,749	1.9194%	\$ 29,958	\$ 31,278	\$ 1,319	
Municipality Lambton Shores	\$ 1,275,433,686	5.0225%	\$ 1,312,821,953	5.0870%	\$ 77,799	\$ 82,894	\$ 5,095	
Municipality Middlesex Centre	\$ 585,045,187	2.3038%	\$ 605,117,120	2.3447%	\$ 35,687	\$ 38,208	\$ 2,522	
Village Newbury	\$ 40,117,075	0.1580%	\$ 40,773,695	0.1580%	\$ 2,447	\$ 2,575	\$ 127	
Village Oil Springs	\$ 50,787,500	0.2000%	\$ 51,925,100	0.2012%	\$ 3,098	\$ 3,279	\$ 181	
Town Petrolia	\$ 665,232,553	2.6196%	\$ 671,525,119	2.6021%	\$ 40,578	\$ 42,402	\$ 1,823	
Town Plympton-Wyoming	\$ 1,417,306,871	5.5812%	\$ 1,474,943,070	5.7152%	\$ 86,453	\$ 93,131	\$ 6,678	
Village Point Edward	\$ 543,142,400	2.1388%	\$ 547,493,600	2.1215%	\$ 33,131	\$ 34,570	\$ 1,439	
City Sarnia	\$ 9,445,820,540	37.1966%	\$ 9,510,623,934	36.8523%	\$ 576,179	\$ 600,521	\$ 24,342	
Municipality Southwest Middlesex	\$ 301,684,116	1.1880%	\$ 302,030,512	1.1703%	\$ 18,402	\$ 19,071	\$ 669	
Township St. Clair	\$ 2,833,654,142	11.1586%	\$ 2,871,109,307	11.1251%	\$ 172,848	\$ 181,288	\$ 8,440	
Township Strathroy - Caradoc	\$ 2,277,432,214	8.9683%	\$ 2,340,291,503	9.0683%	\$ 138,919	\$ 147,771	\$ 8,852	
Township Warwick	\$ 574,867,873	2.2638%	\$ 585,755,456	2.2697%	\$ 35,066	\$ 36,986	\$ 1,920	
	\$ 25,394,340,660	100%	\$ 25,807,397,598	100%	\$ 1,549,011	\$ 1,629,534	\$ 80,523	

\$15,490 equals aprox. 1% change in levy
CVA Apportionment is based on information provided from the Ministry of Natural Resources and Forestry (2023 CVA)



Shoreline Restoration Design - Penhuron Drive to Kenwick Street Shoreline

Financial Impact:

The total cost of this project is estimated to be \$23,630,000.

The funding distribution is 40 - 60%, with 60% of the costs to be matched by the Municipality. If SCRCA is successful in receiving the funds, we will require matching funds from municipalities in the magnitude of \$14.18 million dollars over 10 years or 1.42 million every year. SCRCA will apply for other shoreline grants to assist with Municipal contributions. The project cost provided below is an estimated amount and is subject to change.

1) City of Sarnia Projects - \$15,830,000 (Total Project cost)

- a. Old Lakeshore road - Telfer to Mike Weir Park
- b. Old Lakeshore road - Kenwick to Wildwood Park
- c. Blackwell side road
- d. Christina street north

2) St. Clair Township - \$7,800,000 (Total Project cost)

- a. Corruna pumping station
- b. Water Street – Sombra
- c. North of Seagar Park

SCRCA staff will continue to work with the Municipal staff.

The main benefits of the undertaking are:

- Building resilient shoreline communities
- Prevention of further erosion and river sedimentation
- Improvement of the general appearance of the area
- Control of loss of land in this area
- Elimination of hazards associated with existing dilapidated structures
- Improvement of public access to the waterfront

Ashley Fletcher

Subject: RE: Dangerous surroundings

From: Val Goodin < >

Sent: Monday, August 14, 2023 7:25 PM

To: Greg Wilcox <gwilcox@scrca.on.ca>

Subject: Dangerous surroundings

Hi Greg and Board Members

My husband (who is a retired handicapped Veteran) and I have our trailer at Warwick and have been here for 8 years.

This is our summer home from May until Oct.

A home is suppose to be a safe haven, however without a sturdy roof which we have at the cost of \$16,000 , our location is not safe.

The many squirrels that are above us dropping whole and pieces of walnuts would make it unsafe to be here without our roof. Helmets have been considered. A canvas or whatever kind of roof which has been suggested would not be enough protection.

Could you please take this potential unsafe situation into consideration.

You are welcome to come and see the danger yourself.

We are aware the conservation wants to maintain trees so other than saving our sturdy and well built roof we dont know how to solve this problem.

My next reasoning would be to consider contacting my MPP or legal counsel.

Yours sincerely,

Val Goodin

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Meeting Date: September 14, 2023
Report Date: June 22, 2023
Submitted by: Ashley Fletcher

Item 8.1 (a)

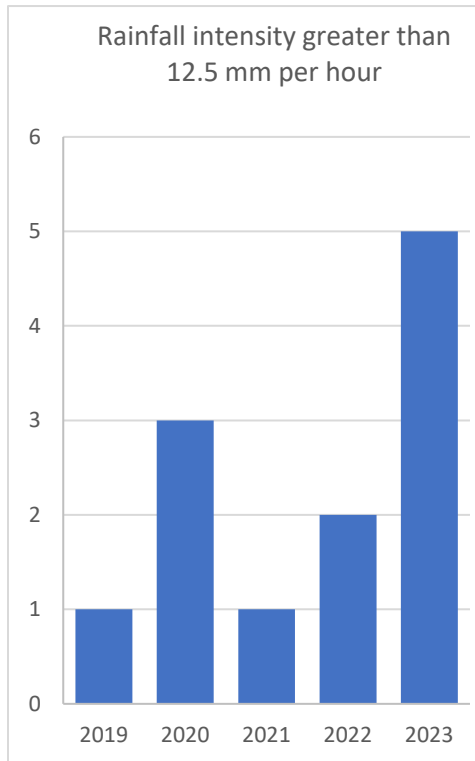
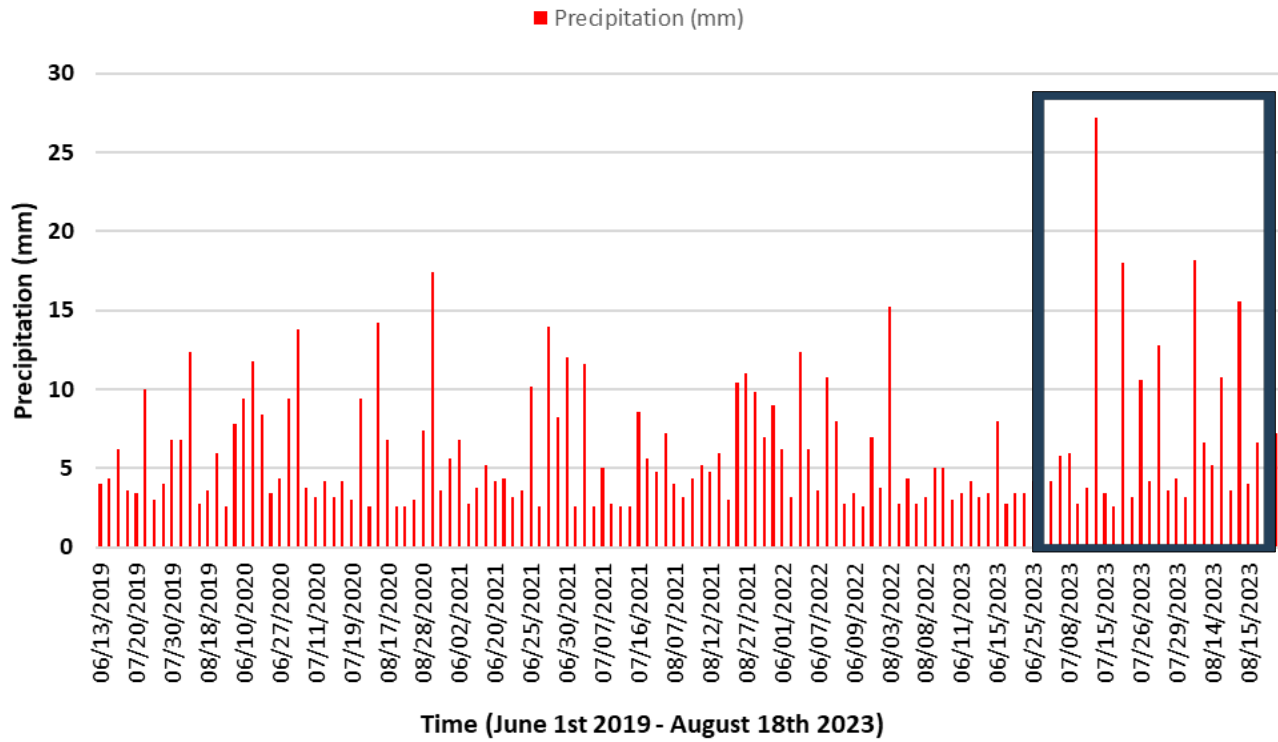
Subject: Business Arising

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.

Hourly Precipitation in Wallaceburg Over a 5-Year Period



Meeting Date: September 14, 2023 **Item 8.1 (c)**
Report Date: August 18, 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 June 1, 2023 to July 31, 2023

Regulations Permits Issued						
Application #	Location	Municipality	Proposal	Submitted	Issued	Days
R#2021-0817	6564 Scotchmere Drive	Adelaide-Metcalf	new dwelling	May-30	Jun-12	13
R#2023-0306	3524 River St (closest address), Alvinston	Brooke-Alvinston	install fibre optic in the RoW	May-15	Jun-12	28
R#2023-0307	3498 Argyll Rd (closest address), Alvinston	Brooke-Alvinston	install fibre optic in the RoW	May-15	Jun-12	28
R#2023-0308	7478 Shiloh Ln (closest address), Alvinston	Brooke-Alvinston	install fibre optic in the RoW	May-15	Jun-12	28
R#2023-0390	6336 Petrolia Ln, Alvinston	Brooke-Alvinston	install 40m of 1 1/4" plastic road crossing gas service	Jul-06	Jul-06	1
R#2023-0431	8227 Rokeby Ln, Alvinston	Brooke-Alvinston	integrity dig	Jun-26	Jul-18	22
R#2020-0507	11080 Base Line	Chatham-Kent	Greenhouse expansion & stormwater management	Jul-07	Jul-19	12
R#2022-0738	8909 Corktown Line, Tupperville	Chatham-Kent	New dwelling	Jun-08	Jun-09	1
R#2023-0076	6419 Seys Line, Wallaceburg	Chatham-Kent	tearing down & rebuild dwelling	Jun-01	Jun-02	1

R#2023-0225	7473 North River Line, Wallaceburg	Chatham-Kent	demo and rebuild a new garage	Jun-06	Jun-08	2
R#2023-0279	223 Duke St, Wallaceburg	Chatham-Kent	build a garage	May-19	Jun-08	20
R#2023-0312	2 Main St, Mitchell's Bay	Chatham-Kent	build a new shorewall & catch basins	May-19	Jul-14	56
R#2023-0316	105 Elizabeth St, Wallaceburg	Chatham-Kent	permit for pre-existing bunkie & garage	May-19	Jun-07	19
R#2023-0367	8 Crawford St, Mitchell's Bay	Chatham-Kent	build two additions	Jun-01	Jun-22	21
R#2023-0381	6008 Dufferin Ave, Wallaceburg	Chatham-Kent	build a new dwelling & detached garage	Jun-26	Jul-04	8
R#2023-0453	27 Taylor St, Mitchell's Bay	Chatham-Kent	tear down & rebuild garage	Jul-24	Jul-28	4
R#2023-0467	6084 Langstaff Ln, Wallaceburg	Chatham-Kent	build a garage	Jul-14	Jul-24	10
R#2023-0470	7 McDonald St, Mitchell's Bay	Chatham-Kent	build covered porch & change porch to living space	Jul-10	Jul-18	8
R#2023-0242	6594 Bentpath Ln, Florence	Dawn-Euphemia	build an addition	Jun-16	Jun-28	12
R#2023-0255	north of 1921 Cuthbert Road	Dawn-Euphemia	replace culvert (structure 3)	Apr-25	Jul-04	70
R#2023-0355	898 Dawn Valley Rd, Tupperville	Dawn-Euphemia	build a dwelling	Jul-28	Jul-28	1
R#2023-0388	1362 Dawn Valley Rd, Tupperville	Dawn-Euphemia	prefabricated buildings to house equipment	Jul-07	Jul-07	1
R#2023-0462	1513 Pantry School Rd, Croton	Dawn-Euphemia	integrity digs	Jul-07	Jul-21	14
R#2022-0607	3511 Rokeby Line (lot in front), Enniskillen	Enniskillen	slope slumping along Bear Creek	Jun-08	Jun-09	1
R#2022-0718	3405 Black Ash Road, Petrolia	Enniskillen	build an addition	Jun-20	Jun-30	10

R#2023-0310	6000 Shiloh Ln (closest address), Petrolia	Enniskillen	install fibre optic in the RoW	May-15	Jun-12	28
R#2023-0477	6991 Lakeshore Rd, Lambton Shores	Lambton Shores	emergency like- for-like culvert replacement	Jul-25	Jul-28	3
R#2023-0478	east of 6089 Lakeshore Rd, Lambton Shores	Lambton Shores	emergency like- for-like culvert replacement	Jul-25	Jul-31	6
R#2023-0480	west of 6089 Lakeshore Rd, Lambton Shores	Lambton Shores	emergency like- for-like culvert replacement	Jul-25	Jul-31	6
R#2022-0711	10227 Ilderton Road, Ilderton	Middlesex Centre	build an addition(s)	Jun-06	Jun-30	24
R#2023-0085	437 First Ave, Petrolia	Petrolia	build a retaining wall	Jun-13	Jun-14	1
R#2021-0600	3446 Egremont Road, Plympton Wyoming	Plympton- Wyoming	addition to the front or south side of the existing dwelling	Jun-23	Jul-28	35
R#2022-0022	4888 Forsyth Trail, Plympton-Wyoming	Plympton- Wyoming	New dwelling construction after house fire	Jun-01	Jun-02	1
R#2023-0311	3635 London Ln, Wyoming	Plympton- Wyoming	build a covered porch	May-15	Jun-16	32
R#2023-0401	3431 Spruce St, Camlachie	Plympton- Wyoming	build a detached garage	Jun-16	Jul-28	42
R#2023-0427	3585 Britt Blvd., Camlachie	Plympton- Wyoming	Install 12m of 1/2" plastic same side gas service	Jun-26	Jul-28	32
R#2022-0372	6400 Waterworks Road, Sarnia	Sarnia	addition	Jul-28	Jul-28	1
R#2023-0061	2876 Old Lakeshore Road, Bright's Grove	Sarnia	Shoreline revetment	Apr-24	Jun-27	64
R#2023-0360	2871 Old Lakeshore Rd, Sarnia	Sarnia	Single family dwelling	Jun-12	Jun-28	16
R#2023-0361	97 Seaway Rd, Sarnia	Sarnia	deck extension	Jul-13	Jul-13	1

R#2023-0439	1832 Vidal St S, Sarnia	Sarnia	soil removal and drainage changes	Jul-21	Jul-21	1
R#2023-0487	River Rd & St. Clair Pkwy	Sarnia	Erosion resistant covers	Jul-24	Jul-31	7
R#2023-0268	2569 Knapdale Dr, Newbury	Southwest Middlesex	build shed	Jun-06	Jun-08	2
R#2023-0309	8580 Shiloh Ln (closest address), Alvinston	Southwest Middlesex	install fibre optic in the RoW	May-31	Jun-12	12
R#2022-0339	393 Beresford Street, Corunna	St. Clair	Repair/Maintenan ce to the house, deck addition	May-26	Jun-20	25
R#2023-0206	3559 St. Clair Pkwy, Sombra	St. Clair	build a deck	Jun-06	Jun-12	6
R#2023-0442	6749 Zion Ln, Watford	Warwick	install an above ground pool	Jun-30	Jul-10	10
Total Permits Issued: 47		Average Number of Days to Issue for this Period: 15.87				

Regulations Inquiries

FileReference	Municipality	Location
R#2023-0256	Adelaide-Metcalfe	24 Hoefnagel Cres, Strathroy
R#2023-0330	Adelaide-Metcalfe	north of 31 Hoefnagels Cres
R#2023-0365	Adelaide-Metcalfe	4520 Egremont Dr, Strathroy
R#2023-0368	Adelaide-Metcalfe	27694 School Rd, Strathroy
R#2023-0375	Adelaide-Metcalfe	4750 Saxton Road
R#2023-0451	Adelaide-Metcalfe	27217 Napier Rd, Kerwood
R#2023-0472	Adelaide-Metcalfe	16 Charles Blvd, Strathroy
R#2023-0525	Adelaide-Metcalfe	east of 3915 Sexton Rd
R#2023-0290	Brooke-Alvinston	5003 Inwood Rd, Watford
R#2023-0428	Brooke-Alvinston	8362 Petrolia Line
R#2023-0517	Brooke-Alvinston	6393 Oil Springs Ln, Inwood
R#2021-0038	Chatham-Kent	7 Bayview, Mitchell's Bay
R#2023-0019	Chatham-Kent	9293 Green Valley Ln, Dresden
R#2023-0262	Chatham-Kent	30003 St. Clair Pkwy, Wallaceburg
R#2023-0342	Chatham-Kent	259 Lindsay St W, Dresden

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#2023-0371	Chatham-Kent	29672 Zone Rd 1, Thamesville
R#2023-0372	Chatham-Kent	Camden St, Dresden
R#2023-0376	Chatham-Kent	6082 Dufferin Ave, Wallaceburg
R#2023-0386	Chatham-Kent	various locations
R#2023-0387	Chatham-Kent	30071 St. Clair Pkwy, Wallaceburg
R#2023-0392	Chatham-Kent	597 Camden St, Dresden
R#2023-0395	Chatham-Kent	597 Camden St, Dresden
R#2023-0403	Chatham-Kent	597 Camden St, Dresden
R#2023-0412	Chatham-Kent	597 Camden St, Dresden
R#2023-0415	Chatham-Kent	30174 Robinson Rd, Dresden
R#2023-0416	Chatham-Kent	10592 Union Ln, Dresden (10574 Union Ln)
R#2023-0420	Chatham-Kent	24639 Kent Bridge Rd, Camden
R#2023-0422	Chatham-Kent	10592 Union Line, Dresden
R#2023-0429	Chatham-Kent	759 Wellington St, Dresden
R#2023-0432	Chatham-Kent	561 Water St, Blenheim
R#2023-0433	Chatham-Kent	55 + 59 DeMall Dr (Rolling Acres), Camden
R#2023-0435	Chatham-Kent	12517 Cider Mill Ln, Thamesville
R#2023-0465	Chatham-Kent	64 Highbury Cres, Wallaceburg
R#2023-0474	Chatham-Kent	317 Bethel Rd, Wallaceburg
R#2023-0497	Chatham-Kent	240 Running Creek Dr
R#2023-0500	Chatham-Kent	911 Old Glass Rd, Wallaceburg
R#2023-0526	Chatham-Kent	6602 North Waterfront Reserve, Dover
R#2023-0528	Chatham-Kent	Tony Stranek Conservation Area
R#2023-0251	Dawn-Euphemia	1106 Mawlam Rd, Florence
R#2023-0341	Dawn-Euphemia	7174 Dobbyn Rd, Alvinston
R#2023-0377	Dawn-Euphemia	6231 & 6249 Fansher Rd, Florence
R#2023-0426	Dawn-Euphemia	3017 Langbank Ln, Tupperville
R#2022-0787	Enniskillen	3520 Oil Springs Line, Brigden
R#2023-0174	Enniskillen	lot east of 3649 Caroline St, Petrolia
R#2023-0234	Enniskillen	5656 Shiloh Line

R#2023-0331	Enniskillen	4708 Shiloh Ln, Petrolia
R#2023-0443	Enniskillen	4634 Fairweather Rd, Enniskillen
R#2023-0531	Enniskillen	3068 Tile Yard Rd, Enniskillen
R#2022-0092	Lambton Shores	5165 Cedar Point Line
R#2023-0229	Lambton Shores	6414 Victoria Ave, Lambton Shores
R#2023-0379	Lambton Shores	5124 Cedarview Dr, Lambton Shores
R#2023-0411	Lambton Shores	8070 Rawlings Rd, Lambton Shores
R#2023-0425	Lambton Shores	6419 Tanner Rd, Lambton Shores
R#2023-0430	Lambton Shores	12 Railroad Way (closest address)
R#2023-0464	Lambton Shores	6514 West Parkway Dr, Lambton Shores
R#2023-0486	Lambton Shores	6609 Foster Cres, Lambton Shores
R#2023-0529	Lambton Shores	6644 East Parkway Drive, Lambton Shores
R#2023-0373	Middlesex Centre	11066 Lamont Dr (nearest address), Komoka
R#2023-0405	Middlesex Centre	14 Ashley Ln, Ilderton
R#2023-0469	Middlesex Centre	12566 Ten Mile Rd, Ilderton
R#2023-0481	Middlesex Centre	10339 Ilderton Rd, Ilderton
R#2023-0521	Middlesex Centre	9575 Ilderton Rd, Ilderton
R#2023-0489	Oil Springs	4720 Orchard View Drive, Oil Springs
R#2023-0444	Petrolia	3935 Tile Yard Rd, Petrolia
R#2021-0501	Plympton-Wyoming	3134 Douglas St
R#2023-0167	Plympton-Wyoming	lot southwest of 3965 Geroge St, Camlachie
R#2023-0272	Plympton-Wyoming	4852 Forsyth Trail, Camlachie
R#2023-0298	Plympton-Wyoming	4360 Lambton Ln, Camlachie
R#2023-0351	Plympton-Wyoming	3826 Confederation Ln, Wyoming
R#2023-0369	Plympton-Wyoming	4106 Bluepoint Dr, Plympton
R#2023-0370	Plympton-Wyoming	3130 London Ln, Wyoming
R#2023-0385	Plympton-Wyoming	8116 Hillsboro Rd, Plympton
R#2023-0398	Plympton-Wyoming	3148 Douglas Ln, Camlachie
R#2023-0406	Plympton-Wyoming	3148 Douglas St, Camlachie
R#2023-0409	Plympton-Wyoming	7285 Confederation Ln, Watford
R#2023-0505	Plympton-Wyoming	4730 Lakeside St, Plympton-Wyoming
R#2023-0208	Sarnia	2116 London Line, Sarnia
R#2023-0378	Sarnia	400 Chrisvalle Blvd, Sarnia

R#2023-0382	Sarnia	1622 Modeland Rd, Sarnia
R#2023-0397	Sarnia	4 Osgoode Crt, Sarnia
R#2023-0404	Sarnia	92 Kamal Dr, Sarnia
R#2023-0441	Sarnia	6468 Waterworks Rd, Bright's Grove
R#2023-0466	Sarnia	N/A
R#2023-0509	Sarnia	1702 St. Clair Pkwy, Sarnia
R#2023-0457	Southwest Middlesex	6258 Century Dr, Appin
R#2023-0319	St. Clair	480 Lyndock St, Corunna
R#2023-0329	St. Clair	1461 Moore Ln, Mooretown
R#2023-0393	St. Clair	3460 Water St, Sombra
R#2023-0396	St. Clair	681 St Clair Pkwy, Corunna
R#2023-0418	St. Clair	113 Pointe Line, Port Lambton
R#2023-0438	St. Clair	Lot 20, Tyler Drive, Port Lambton
R#2023-0440	St. Clair	west of 2507 Bickford Ln, Brigden
R#2023-0484	St. Clair	4391 Highway 40, Corunna
R#2023-0490	St. Clair	2813 St. Clair Pkwy, Sombra
R#2022-0177	Strathroy-Caradoc	421 Metcalfe St W, Strathroy
R#2022-0546	Strathroy-Caradoc	28 Concord Street, Strathroy
R#2023-0122	Strathroy-Caradoc	571 Metcalfe Street East, Strathroy
R#2023-0270	Strathroy-Caradoc	402 Victoria St, Strathroy
R#2023-0276	Strathroy-Caradoc	62 McKeller Rd, Strathroy
R#2023-0286	Strathroy-Caradoc	24749 Park St, Strathroy
R#2023-0359	Strathroy-Caradoc	northeast of 7154 Falconbridge Dr
R#2023-0380	Strathroy-Caradoc	15 Veale Cres, Strathroy
R#2023-0384	Strathroy-Caradoc	Century Rd near Chirstina, Strathroy
R#2023-0399	Strathroy-Caradoc	8721 Centruy Dr, Mt Brydges
R#2023-0408	Strathroy-Caradoc	66 Oxford St, Strathroy
R#2023-0414	Strathroy-Caradoc	10 Parkview Cres, Strathroy
R#2023-0471	Strathroy-Caradoc	920 Wright St, Strathroy
R#2023-0479	Strathroy-Caradoc	22 McNeil St, Mt Brydges
R#2023-0483	Strathroy-Caradoc	36 Briscoe Cres, Strathroy
R#2023-0501	Strathroy-Caradoc	38 Hickory Blvd W, Strathroy
R#2023-0520	Strathroy-Caradoc	9259 Hickory Drive

R#2023-0527	Strathroy-Caradoc	40 Briscoe Cres, Strathroy
R#2023-0339	Warwick	7785 Confederation Ln, Watford
R#2023-0353	Warwick	5957 Nauvoo Rd, Watford
R#2023-0400	Warwick	Warwick DS F3
R#2023-0413	Warwick	6544 Churchill Ln, Watford
R#2023-0421	Warwick	Warwick, Brooke-Alvinston
R#2023-0499	Warwick	7108 Confederation Ln, Watford
R#2023-0519	Warwick	north of 7920 Confederation Line

Total Regulations Inquiries: 122

Regulations - DART Completed Files

File Reference	Municipality	Drain / Watercourse
R#2023-0449	Brooke-Alvinston	Carpenter Drain
R#2023-0450	Brooke-Alvinston	Brooke-Enniskillen-Dawn Townline Drain
R#2023-0446	Chatham-Kent	Meredith Drain
R#2023-0482	Dawn-Euphemia	Currie Drain
R#2023-0523	Dawn-Euphemia	Newman Drain (N-20)
R#2023-0445	Enniskillen	Bradley Drain
R#2023-0452	Middlesex Centre	Bear Creek Drain Ilderton Branch
R#2023-0391	Plympton-Wyoming	Wark Drain
R#2023-0394	Plympton-Wyoming	Bannister Drain
R#2023-0511	Plympton-Wyoming	Paul Drain
R#2023-0512	Plympton-Wyoming	Chalmers Drain - East Branch Chalmers
R#2023-0514	Plympton-Wyoming	Drain
R#2023-0284	St. Clair	Hubbard Drain
R#2023-0285	St. Clair	Emery Drain
R#2023-0325	St. Clair	Baker Drain
R#2023-0436	Strathroy-Caradoc	Lipsit Drain 1973

Total DART Permits Issued: 16

Regulations Permits - Drains

File Reference	Municipality	Drain / Watercourse
R#2023-0491	Sarnia	Waddell Creek Drain
R#2023-0455	Chatham-Kent	Fourth Concession Outlet Drain

Total Regulations Inquiries Regarding Drains: 2

Meeting Date: September 14, 2023
Report Date: August 18, 2023
Submitted by: Melissa Deisley, Meagan Weber

Item 8.1 (d)

Subject: Planning Activity Summary

A summary of staff activity related to Municipal Plan Input and Review is presented below. This report covers the period from June 1, 2023 to July 31, 2023

Municipal Plan Input and Review			
File Reference	Location	Municipality	Municipal File
PL#2023-0033	1352 Napperton Drive	Adelaide-Metcalf	B03-23
PL#2019-038	10222 McCreary Line	Chatham-Kent	D-14CA/10/19/O
PL#2022-0012	7048 Baseline Road	Chatham-Kent	OPA No. 68 B-07/22 A-05/22
PL#2022-0045	11080 Base Line	Chatham-Kent	
PL#2022-0073	Glasgow Line	Chatham-Kent	
PL#2023-0030	968 Wallace Road, Wallaceburg	Chatham-Kent	
PL#2023-0052	30496 Jane Road	Chatham-Kent	B-61/23
PL#2023-0056	29931 Dawn Mills Rd	Chatham-Kent	D-14 CA/39/23/F B- 51/23
PL#2023-0060	561 Water Street	Chatham-Kent	
PL#2023-0065	155 Queen St W	Chatham-Kent	
PL#2023-0070	lot east of 7325 North River Line	Chatham-Kent	
PL#2023-0074	29552 St. George Street	Chatham-Kent	B-77/23
PL#2023-0080	Martin Islands	Chatham-Kent	
PL#2023-0048	3197 Oil Springs Line	Enniskillen	B001/23
PL#2023-0075	3405 Black Ash Road, Petrolia	Enniskillen	A002-23
PL#2023-0050	3405 Black Ash Road	Enniskillen	A002/23
PL#2023-0062	5134 Shiloh Line	Enniskillen	B002/23
PL#2023-0076	4737 Shiloh Line	Enniskillen	A003-23

PL#2021-0040	5958 Lakeshore Road	Lambton Shores	
PL#2021-0103	5512 Beach Street	Lambton Shores	
PL#2021-0113	22603-22669 Vanneck Road	Middlesex Centre	B-03-2023 A-06-2023
PL#2023-0063	5372 Egremont Drive	Middlesex Centre	
PL#2018-019	First Ave & Garden Crs	Petrolia	
PL#2021-0028	4055 Oil Heritage Road	Petrolia	
PL#2022-0053	Country View Drive	Petrolia	
PL#2018-055	3424 Egremont Road	Plympton-Wyoming	ZBA 2020 11 23 38T-18003
PL#2020-0075	4386 Confederation Line	Plympton-Wyoming	OPA 53
PL#2021-0081	Lot 16 Con Front, King St	Plympton-Wyoming	B-13/21
PL#2022-0091	3548 Queen Street	Plympton-Wyoming	A-07/22
PL#2022-0111	6686 & 6684 Creekside Dr	Plympton-Wyoming	B-02/23 – B-06/23
PL#2023-0021	5088 Fisher Line (lot west)	Plympton-Wyoming	
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#2023-0067	Lot 27, b/w 4340 & 4346 Lambton Lane	Plympton-Wyoming	A-18/23
PL#2021-0134	North of Exmouth	Point Edward	Z-01-23
PL#2020-0015	1597 London Line	Sarnia	
PL#2022-0096	1627 London Line	Sarnia	
PL#2022-0123	Brittoli Avenue	Sarnia	
PL#2022-0150	391 & 393 Shepard Street	Sarnia	
PL#2023-0049	6022 Blackwell Sideroad	Sarnia	
PL#2023-0051	2400 London Line	Sarnia	
PL#2023-0054	1489 Churchill Rd (plank Rd)	Sarnia	
PL#2023-0058	214 LaSalle Line	Sarnia	
PL#2023-0066	170 Exmouth Street, Point Edward	Sarnia	
PL#2023-0072	south of 166 Devine Street	Sarnia	
PL#2019-098	Indian Road & St. Clair Parkway	St. Clair	
PL#2021-0112	497, 561 and 571 Moore Line	St. Clair	B/19-21 A-32/21, A-33/21 and A-34/21

PL#2022-0051	168 Beckwith Street	St. Clair	ZBA No. 33 of 2022 38T-23002
PL#2022-0084	Boswell Street and Melwood Drive	St. Clair	38T-23003
PL#2022-0118	793 Brigden Road	St. Clair	B-22-22
PL#2022-0119	902 Oil Springs Line	St. Clair	B-23-22
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#2023-0042	393 Beresford Street	St. Clair	
PL#2023-0045	3559 St. Clair Pkwy	St. Clair	A-21-23
PL#2023-0046	2513 Petrolia Line	St. Clair	
PL#2019-084	101 Hull Road	Strathroy-Caradoc	
PL#2022-0041	Saulsbury St, Part Lot 20, Part 5, Con 4, SER	Strathroy-Caradoc	39T-SC1601
PL#2023-0025	255 Albert St	Strathroy-Caradoc	
PL#2023-0043	564 Dewan St	Strathroy-Caradoc	
PL#2023-0055	130 Beech Street	Strathroy-Caradoc	ZBA11-2023
PL#2023-0057	17 Hull Road	Strathroy-Caradoc	B8-2023
PL#2023-0059	43 McKellar St	Strathroy-Caradoc	
PL#2023-0061	8532 Glendon Drive, Mount Brydges	Strathroy-Caradoc	
PL#2023-0064	23693 McEvoy Road	Strathroy-Caradoc	
PL#2023-0068	346 Caradoc St N	Strathroy-Caradoc	A19-2023
PL#2023-0069	8607 Glengyle Drive	Strathroy-Caradoc	A20-2023
PL#2023-0071	8157 Inadale Drive	Strathroy-Caradoc	ZBA16-2023
PL#2020-0012	7806 Confederation Line	Warwick	38T-21001
PL#2022-0140	5768 Nauvoo Road (Twin Creeks Enviro)	Warwick	SP-01-23
PL#2023-0073	8060 Zion Line	Warwick	Z-02-23 SP-02-23
Total Plan Review Items: 72			

Environmental Assessments

File Reference	Location	Municipality
EA#2023-0005	Bluewater and Mandaumin	Plympton-Wyoming
EA#2023-0006	2701 Old Lakshore Rd	Sarnia
EA#2022-0002	Line between Lambton + Chatham	St. Clair
EA#2022-0012	790 Petrolia Line, Corunna	St. Clair

Total Environmental Assessments: 4

Legal Inquiries

File Reference	Location	Municipality
LL#2023-0022	2282 Napperton Dr, Kerwood	Adelaide-Metcalfe
LL#2023-0026	behind 28681 Centre Road	Adelaide-Metcalfe
LL#2023-0025	116 Lorne Ave, Wallaceburg	Chatham-Kent
LL#2023-0030	22 Cast Line	Chatham-Kent
LL#2023-0024	5486 Beach St, Lambton Shores	Lambton Shores
LL#2023-0023	10651 Gold Creek Dr, Komoka	Middlesex Centre
LL#2023-0029	411 Wingfield St, Petrolia	Petrolia
LL#2023-0027	449 Beresford Street	St. Clair
LL#2023-0021	425 Caradoc Street S	Strathroy-Caradoc
LL#2023-0028	96 Kittridge Ave E	Strathroy-Caradoc

Total Legal Inquiries: 10



St. Clair Region Conservation Authority

Fees Policy

*Adopted September 15, 2022
Updated September 14, 2023*

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St. Clair Region Conservation Authority Fees Policy

Basis

This Fees Policy has been prepared to satisfy the requirement for a policy of administrative guidelines regarding fees for services and to document the principles and practices regarding fees charged under un-proclaimed provisions of the *Conservation Authorities Act* (Section 21.2). This policy used the following documents as references:

- *Policies and Procedures for the Charging of Conservation Authority Fees*, established by the Ministry of Natural Resources (June 1997, updated March 1999);
- *Guideline for CA Fee Administration Policies for Plan Review and Permitting*, endorsed by Conservation Ontario Council (June 24, 2019).

The attached Fee Schedules are based on the user-pay principle. The fees and revenues generated are designed to assist with recovering the costs associated with administering and delivering the services on a program basis. Fees take into account estimated staff time, travel, and materials costs to provide the service, but do not exceed the cost of the service.

Legislative Framework

Since 1996, the *Conservation Authorities Act* empowered conservation authorities to charge fees for services approved by the Minister of Natural Resources. Section 21 (m.1) of the *Conservation Authorities Act* allows for this collection of fees for the following services, where the service is not supported through provincial grant funding:

- *Conservation Authorities Act* Section 28 permit fees;
- Plan review;
- Response to legal, real estate and public inquiries;
- Extension services (e.g., technical advice/ implementation of erosion control measures, forest management/ tree planting, wildlife/ fisheries habitat management, management of forests/ recreational land owned by others, technical studies);
- Community relations/ information/ education services (e.g., tours, presentations, workshops, demonstrations, special events);
- Sale of products (e.g., reports, maps, photographs);
- Any services under other legislation authorized under agreement with the lead ministry.

The un-proclaimed amendments to the *Conservation Authorities Act* (December, 2017) include the addition of Section 21.2 which clarifies that:

The Minister may determine classes of programs and services in respect of which an authority may charge a fee. The amount of a fee charged by an authority for a program or services it provides shall be,

- a. The amount prescribed by the regulations; or
- b. If no amount is prescribed, the amount determined by the authority.

Policy Direction

When updating existing fee schedules or establishing new fees the following policy direction will be considered:

1. Fees need to be set with regard to legislative requirements, ability to sustain programs, and be based on a user-pay philosophy;
2. Fee increases should include inflation;
3. Fees must not exceed the costs of delivering the services;
4. Refunds of fees may carry an administrative cost/penalty;
5. Fees are reviewed at least annually and regular adjustments to fees are desirable;
6. The fee schedule will be approved on an annual basis to inform the budget for the following year.

Exemptions and In-Kind Services

The Authority may waive fees for non-profit conservation groups contributing to the protection and restoration of the natural environment. Examples include but are not limited to: Ducks Unlimited, Rural Lambton Stewardship Network, Nature Conservancy of Canada, Ontario Federation of Anglers and Hunters, and various “Friends of” groups.

In addition, in-kind technical services are routinely provided by the Authority to assist non-profit conservation groups. Technical services may be required for non-profit groups that do not have qualified professionals nor the funding to acquire the expertise to undertake projects to further achieve the environmental targets of the Authority.

Process and Public Notification

When developing and establishing fees, the Authority also considers the fees of Conservation Authorities offering the same level of service and technical advice, the fees set by neighbouring Conservation Authorities, fees charged by local municipalities and agencies, and fees charged by the private sector for similar services.

Fees account for estimated staff time, travel, equipment and material costs plus a reasonable charge to cover administration of the program, which normally includes an allocation for shared corporate services.

This Fees Policy has been established by the SCRCA Board of Directors and is administered and applied by staff of SCRCA. The Management Team in consultation with the General Manager may, under extenuating circumstances, waive or reduce fees.

The public is notified of any proposed increases or revisions to the Fee Schedule, by way of posting a notice on the SCRCA website that the Fee Schedule will be reviewed on an identified date, at an open meeting of the Authority’s Board of Directors.

Implementation

While cost recovery is a requirement for certain services, noted above, the Authority considers other

St. Clair Region Conservation Authority Fees Policy

factors when setting fees, such as fees of neighbouring Conservation Authorities, the nature and level of fees charged by local municipalities for related services and in some cases, the value of similar services provided by the private sector. It should also be noted that for some circumstances and programs, an attempt to charge a fee that would provide complete cost recovery is not feasible due to inability to pay and would result in reduced demand for the service, e.g., school education programs.

1. Planning and Regulations (Section 28 Permit Fees, Planning Act and Technical Reviews)

SCRCA administers its fee program for Planning and Regulations to achieve a partial cost recovery to-date for the plan review function. SCRCA programs aims to achieve a 50-50 user fee to levy ratio by 2026 to represent the maximum reliance on user-fees in order to safeguard the planning and regulations program and its services against economic volatility and subsequent budgetary uncertainty. It is also intended to reflect that significant effort and resources are used for pre-consultation related to activities, proposals and inquiries prior to application submissions as well as compliance activities. The fee schedules are based on the complexity of the application and technical review required, which influences the staff time and resources needed for the review. Administration may consider the following issues and data, where and when relevant to revise the fee schedule::

- Analysis of trends in workload changes as a result of shifts in the development market and types of applications;
- Consultation with developers/municipalities about work effort, new planning/legislative requirements and streamlining;
- General overview of status of cost recovery;
- Statistics related to number of applications and annual changes, where required;
- Level of service/review expectation for processing timing;
- Areas of improvement of level of service/staffing demands;
- Cost cutting measures as required;
- Reserve fund requirements;
- Identification of specific/specialized municipal requirements;
- Trends in legal costs associated with appeals to the Local Planning Appeal Tribunal (formerly the Ontario Municipal Board), Mining and Lands Tribunal, and other legal services.

It is the objective of the SCRCA to provide an effective and efficient delivery of services consistent with the *Client Service Standards for Conservation Authority Plan and Permit Review*, endorsed by Conservation Ontario Council, June 24, 2019.

Exemptions to the application of these fees include:

- Non-profit conservation groups contributing to the protection and restoration of the natural environment, examples include but are not limited to: Ducks Unlimited, Nature Conservancy of Canada, Ontario Federation of Anglers and Hunters, RLSN;
- SCRCA initiated work within SCRCA or foundation owned lands, or subsequent grants including permit applications, Planning Act applications, inquiries and site assessments.

2. Conservation Areas Fees

Conservation Areas fees are reviewed annually by Conservation Area Department staff following the end of the camping season in October. Criteria for setting fees are:

- Impact on or opportunity to support the Strategic Plan;
- Anticipated operational expenses that will be incurred that will impact the budget;
- Comments and feedback from CA users;
- Comparison to similar operations and opportunities in the industry, including trends.

As part of the fee setting process, staff also review operational policies that pertain to the various aspects of the Conservation Area services and programs. Refund policies are included in this review and adjusted as necessary. Information pertaining to these policies is shared on our websites as well as available in print. Seasonal campers receive an electronic copy of both the fee schedule and policies annually.

In order to meet deadlines for print advertising as well as reservation system upgrades, fees are approved in November and come into effect on January 1 of the new year. Once approved, new fees become public.

To be consistent with Accessibility Standards for Customer Service Regulation (O.Reg. 429/07) and the Human Rights Code, the Conservation Areas permit people with disabilities who use a support person to bring that person with them while accessing goods or services in premises open to the public or third parties, free of charge.

3. Conservation Services Fees

Fees for trees and services are reviewed and updated annually. An attempt is made to balance user fees with program costs while trying to maintain and, over the long term, expand natural areas according to the Environmental Targets Strategic Plan. It must be noted that without cost-sharing opportunities such as the Clean Water Program, 50 Million Tree Program, provincial and federal Species at Risk Funds and others, the program would not be sustainable due to the price of trees, planting and long-term tending and Maintenance costs (i.e., tree numbers planted would drop considerably). Without support dollars and funding to reduce property owners/clients' costs, the tree program would not be able to continue to operate.

The cost of providing these services is based on the following principles:

- Tree costs are based on wholesale tree costs dependent on individual stock items. A mark-up is applied to cover costs associated with staff time, tree delivery and storage requirements;
- Planting fees for both machine and hand planting are based on staffing and equipment costs;
- Where the SCRCA is asked to re-plant areas to comply with court orders (e.g., Woodlands Conservation By-Law, CA Act Permit requirements), the fees charged reflect full cost recovery. These projects are not eligible for grant money to offset project costs.

4. Education Program Fees

Conservation Education program fees are reviewed annually and changes implemented in time for promotion of fall programs. The fees advertised in September are in place for the school year. SCRCA conservation education programs are funded through a number of avenues including fees charged directly to the school classes participating, fees charged directly to the School Board and through corporate, foundation or government sponsorships of specific programs.

The Authority offers programs on site (within the L.C. Henderson Conservation Areas), off-site (wetland, watercourse) and in-class and on the grounds of the school. The fees charged for an on-site program is a cost per student per half day program. There is a minimum fee per program. Most programs can accommodate two or three classes. This revenue is augmented by Authority levy funds to cover costs. To determine the fees charged directly to the school classes a number of factors are considered including:

- Availability of similar services;
- Surveys of prices charged by organizations offering similar services; and
- Demand for the program.

Off-site, specialty programs can be sponsored through corporate, foundation or government agencies.

5. Hunting Fees

Lands, facilities and fees for hunting will be reviewed annually. Criteria for increasing the hunting program fees are:

- Anticipated operational expenses that will be incurred;
- Comments and feedback from applicants and permitted users of designated hunting areas;
- Comparison to similar operations and opportunities at other Conservation Authorities.

The fee setting process will include a review of operational policies. The Water Resources Department, overseeing the hunting program, will incorporate MNRF hunting regulation changes, SCRCA policy changes, admission agreements, terms and conditions (written permission) updates, GIS map updates, and applicable fee updates, which are shared on our websites as well as available in print.

6. GIS Fees

GIS fees will be reviewed annually. Criteria for increasing GIS fees are:

- Comparison to similar operations and opportunities in the industry, including trends.
- General overview of status of cost recovery;

Exemptions to the application of some of these fees may include:

- Non-profit conservation, or academic groups contributing to the protection and restoration of the natural environment
- SCRCA initiated work within SCRCA or foundation owned lands

7. Watershed Technical Fees

Watershed Technical fees will be reviewed annually. Criteria for increasing Watershed Technical fees are:

- Comparison to similar operations and opportunities in the industry, including trends
- Increased staff effort required to modify Hydrology/Hydraulics models

8. Administration Fees

Administration fees will be reviewed annually. Criteria for increasing Administration fees are:

- General overview of status of cost recovery

Refunds

The SCRCA does not issue refunds for services or products once the application or order is submitted and the payment has been processed.

Conservation Area policies are in place regarding refunds specific to the different programs and services offered. Policies regarding refunds are posted on the Authority website as well as copies are distributed to seasonal campers. Links to the websites are updated by January 1 for the upcoming operating season. Refunds are not offered for inclement weather, nor are they offered when a permit holder is evicted from the premises.

Appeal

The fee appeal process will be based on the principles of fairness, opportunity, and notification. Application for an administrative review may be received for, 1) an appeal if a fee is contrary to the fees set out in the fee schedule, or 2) that the fee set out in the fee schedule is excessive in relation to the service or program received.

If an applicant has concerns with a fee that was charged, they have the right to an administrative review after the fee has been paid. Requests for an administrative review must be in writing to the General Manager (or delegate) and specify the reason(s) for the request for review. Upon reconsideration of a fee that was charged by the authority, the authority may:

- a. Order that the fee paid be upheld; Vary the amount of the fee originally charged, as the authority considers appropriate; or
- b. Order that the fee be refunded.

If not satisfied with the outcome then an appeal will be directed to the SCRCA Board of Directors for a decision. Once heard, the appeal will be dismissed or upheld through a resolution passed by the Board of Directors. The appellant will be notified accordingly of the Board's decision.

If a refund is approved, a 20% administration fee will apply.

Date of Effect

The Fee Policy becomes effective as of the date of SCRCA Board of Directors approval unless stated

otherwise.

Transition

The establishment of this Fee Policy supersedes and replaces all previous fee policies and/or schedules. The Policy also applies to proposals not previously invoiced, such as draft approved plans of subdivision which predated any fee schedule.

Review

This Fee Policy and Schedules will be reviewed annually by the SCRCA Management Team, in conjunction with the annual budgeting process. The Management Team will seek information regarding fees, from various sources, as identified in the process and public notification section above; prepare a proposed revised Fee Schedule with a report to members regarding recommendations. The Board of Directors shall receive and make recommendation as to the proposed Fee Schedule. Once approved, the revised Fee Schedule to this policy will be published on SCRCA’s website, distributed to Municipal Clerks for posting, and in other materials used by the public.

Fee Schedules

- Schedule 1: Planning and Regulations Fees
- Schedule 2: Conservation Areas Fees
- Schedule 3: Conservation Services Fees
- Schedule 4: Education Program Fees
- Schedule 5: Hunting Fees
- Schedule 6: GIS Fees
- Schedule 7: Watershed Technical Fees
- Schedule 8: Administration Fees

Schedule 1: Planning and Regulations Fees

Includes SCRCA Section 28 Permit Fees, Plan Review Fees, Technical Review Fees, and other fees

The fee schedule is revised annually by the Authority's Board of Directors. If an applicant has concerns with a fee charged, they have the right to appeal to the Authority's Board of Directors after the fee has been paid. To appeal a fee which has been charged, the applicant must submit a written request to the Authority's Board of Directors via the General Manager outlining their concerns with the fee charged. Written concerns should be submitted to stclair@scrca.on.ca. The decision to revise the fee will be made by the Authority's Board of Directors via an impartial review by the General Manager and Director of Corporate Services. This is in accordance with the MNR/CO Policies and Procedures for Charging of CA Fees, 1997 and the SCRCA Fee Administration Guidelines.

Administrative Fees	2023
Processing Fee	\$155.00
Legal Inquiries	\$245.00
Expedited Response (<5 Business Days)	\$400.00

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Site Inspection/Meeting Attendance	\$285.00
Property Inquiry ¹	
Real Estate Inquiry – no site visit, limited review	\$245.00
Minor – desktop review, minor in nature relative to cost, location or impact	\$315.00
Major – complex features, site visit required	\$450.00
Technical Report Review	2023
Includes initial review of complete report; review of revised reports are subject to surcharge. Technical Report Review fees are in addition to application fees.	
Terms of Reference ²	\$490.00
Engineering Study/Technical Report ³ (floodline, geotechnical, meander belt, slope stability, natural heritage, coastal ⁴)	
Minor – scoped report, minor review (cost, location, impact), 1- lot	\$515.00
Standard – scoped technical assessment, within feature, 1 – lot	\$940.00
Major - Complex features, potential impact, multiple lots	\$1,500.00
Environmental Impact Study / Development Assessment Report	
Minor - limited assessment required, adjacent to feature	\$1,190.00
Standard - scoped technical assessment, adjacent or within feature	\$2,220.00
Major - comprehensive technical assessment, adjacent or within feature	\$5,625.00
Mitigation / Monitoring Report	\$890.00
Hydrogeological Assessment ⁵	\$1,775.00
Stormwater Management Plans	
Preliminary Concept	\$450.00
Detail Design	\$860.00
Additional Review of Revised Report ⁶	50% Surcharge

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2023	
Planning Service Fees	
<i>Fees are per application, unless otherwise noted. Applications are assessed for Natural Hazard and/or Natural Heritage features and fees will be charged accordingly.</i>	
Pre-consultation ⁷	\$315.00
Natural Hazards	2023
Minor Variance (Waterfront ⁸ fee x2)	\$245.00
Severance (per lot created; Waterfront ⁸ fee x2)	\$340.00
Site Plan Approval	\$365.00
Major - large scale, complex features, requiring technical studies.	\$855.00
Zoning By Law Amendment	\$365.00
Major - large scale, complex features, requiring technical studies.	\$565.00
Official Plan Amendment	\$365.00
Major - large scale, complex features, requiring technical studies.	\$570.00
Natural Heritage	2023
Minor Variance	\$410.00
Severance (per lot created)	\$615.00
Site Plan Approval	\$555.00
Major - large scale, complex features, requiring technical studies.	\$1,120.00
Zoning By Law Amendment	\$645.00
Major - large scale, complex features, requiring technical studies.	\$1,120.00
Official Plan Amendment	\$645.00
Major - large scale, complex features, requiring technical studies.	\$1,120.00
Draft Plan of Subdivision/Condominium	2023
< 20 Units	\$1,790.00
21-50 Units	\$3,665.00
> 50 Units	\$4,885.00

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Additional Natural Heritage Fee	
< 20 Units	\$805.00
21-50 Units	\$1,615.00
> 50 Units	\$2,420.00
Clearance of Conditions (per condition)	\$360.00
Redline Revision (applicant initiated)	50% of initial fee
File Re-Activation Fee (dormant for greater than 2 years)	50% of current fee
Draft Plan Extension (original comments lapsed)	100% of current fee
Ontario Regulation 171/06 Review Fees	
<i>Application fees are applied per works/project.</i>	
2023	
Application Fees ⁹	
Routine Permit Limited review, minor in nature relative to cost, location, or impact (may include deck, patios, etc.)	\$270.00
Minor Permit A Small scale, and/or consistent with policy	\$525.00
Minor Permit B Medium scale, primary structures, and/or consistent with policy	\$820.00
Major Permit Large scale, requiring technical studies, and/or inconsistent with policy	\$1,385.00
Linear Utility Corridor Fees	
Routine – may include linear utility crossings and digs adjacent to watercourses or wetlands	\$525.00
Minor – may include linear utility corridors where a watercourse or wetland crossing is proposed (small scale, limited in scope and location)	\$820.00
Major – may include linear utility corridors where multiple watercourse or wetland crossings are propose (large scale, multiple roads/concessions)	\$1,385.00
Drainage Act Review ¹⁰	2023
DART Review	
Minor - project value under \$500.00	\$65.00

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Standard – follows DART protocol, SCR issued	\$300.00
Major – within a regulated wetland	\$1,130.00
Engineer's Report Review	\$570.00
Other Fees	2023
Aggregate Resources Act review	\$3,760.00
Environmental Assessment Act	
Standard	\$3,760.00
Major	\$9,390.00
Commercial Renewable Energy Projects	Double
Golf Course Development/Realignment	\$1,130.00
Hearing Request	\$900.00
Application Revisions and Permit Revisions/Extensions ¹¹	\$150.00
File Re-Activation Fee (dormant for greater than 1 year)	50% surcharge
Major Project (ex. Ministerial Zoning Order) ¹²	\$25,000.00
Applications for Work Proceeded without Authorization ¹³	Double

Footnotes/Addendums:

1. This fee will be reduced from the application fee provided no change has occurred in the proposal and the application moves forward within a 2 year limit.
2. Terms of Reference fee is reduced from the Technical Report Review Fee
3. It is required that the proponent consult with the SCRCA and the Municipality prior to preparation and submission of a detailed technical report
4. SCRCA will generally require shoreline development to be reviewed by the Conservation Authority retained coastal engineer. Costs for review are to be borne by the proponent. In this case, a Technical Report Review fee would not apply. As per Board of Directors approval November 10, 2016.
5. SCRCA will generally require hydrogeological reports to be reviewed by the Conservation Authority retained hydrogeologist. Costs for review are to be borne by the proponent, and may exceed SCRCA's review fee, which would then be paid directly to the consultant and SCRCA's review fees would not apply.
6. The fees for technical report review include one comprehensive report review and one revised report review. The SCRCA reserves the right to charge a processing fee or additional technical report fees for additional reviews.
7. This fee will be deducted from the application fee when a formal application is submitted. It is required that the proponent consult with the SCRCA and Municipality.
8. Waterfront includes properties within the Shoreline Hazard along Lake Huron, St. Clair River, Chenal Ecarte, and Lake St. Clair
9. Acceptance of an application as complete does not imply permission will be granted. Permission will be forthcoming only if submissions address statutory requirements and conform to approved SCRCA policies in effect at the time an application is made, or where allowances are granted by the Authority's Executive Committee or SCRCA Board of Directors.
10. If an Ontario Regulation 171/06 application is required for a drain enclosure, or works within

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or adjacent to a wetland additional fees, as appropriate, may be charged. Section 76 reports are exempt.

11. A charge is applied for permit amendments that are administrative in nature (eg. expire date extension). Applications that are more substantially amended or re-submitted after approval are subject to a surcharge of 50% of the original fee that was paid.

12. Review of applications made under a Ministers Zoning Order (Fee includes review of 2 major studies and 2 project meetings. Additional fees to be charged per report as appropriate and consistent with the current fee schedule, additional charges (\$/hr) for project team meetings beyond the 2 already included, plus any other additional expenses to enable cost recovery. Additional charges for legal or technical peer review may be applicable

13. First occurrence 100% surcharge. Second and subsequent occurrences will be subject to a 200% surcharge. Note: applications will only be accepted retroactively where works undertaken meet SCRCA board approved policies or where works are proposed that are intended to bring a project into compliance with said policies

Schedule 2 - Conservation Areas Fees

Note: All fees include applicable taxes and may be changed by resolution of the Board of Directors

Camping Fees	2023
Reservation Fee	\$ 14.00
Cancellation Fee	\$ 20.00
Reservation Change Fee	\$ 6.00
Peak Season	2023
Daily, Unserviced	\$ 42.00
Daily, Serviced (hydro & water)	\$ 53.00
Daily, Serviced (hydro only)	\$ 48.00
Weekly, Unserviced	\$ 265.00
Weekly, Serviced	\$ 332.00
Monthly, Unserviced (4 weeks)	\$ 941.00
Monthly, Serviced (4 weeks)	\$ 1,187.00
Off-Peak, excluding Victoria Day Weekend & Thanksgiving Weekend (long weekends at peak season rates)	2023
Daily, Unserviced	\$ 35.00
Daily, Serviced (hydro & water)	\$ 40.00
Daily, Serviced (hydro only)	\$ 38.00
Weekly, Unserviced	\$ 220.50
Weekly, Serviced	\$ 252.00
Monthly, Unserviced (4 weeks)	\$ 882.00
Monthly, Serviced (4 weeks)	\$ 1008.00
Seasonal Camping Season Fees – May 1, 2023 – October 15, 2023	2023
Full Payment made on or before	\$ 2,625.00
First instalment payment on or before	\$ 1,800.00
Second instalment payment on or before	\$ 900.00
Seasonal late payment fee	\$ 75.00
Non-refundable seasonal site deposit for the following season (beginning in the fall) - Due	\$ 200.00
Miscellaneous Fees	2023
Overnight Visitors (per person)	\$ 10.00
Sewage Pump Out per service fee	\$ 45.00
Sewage Pump Out seasonal fee (bi-weekly)	\$ 260.00
Sewage Pump Out seasonal fee (weekly)	\$ 520.00
Exterior fridge/freezer charge	\$ 180.00
Extra hydro fee for electric golf cart	\$ 210.00
Ice	\$ 4.00
Firewood (bundle)	\$ 10.00
Day Use Fees	2023
Vehicle	\$ 10.00

St. Clair Region Conservation Authority Fees Policy

Pedestrians/Cyclists (16 & over)	\$ 3.00
Seasonal Day Pass	\$ 70.00
Buses	\$ 100.00
Open Pavilion reservation	\$ 100.00
Closed in Pavilion reservation (Warwick/LC Henderson)	\$ 150.00
Maple Syrup Festival - Vehicle Entry	\$ 10.00

Schedule 3 - Conservation Services Fees

Conservation Services Fees	2023
Managed Forest Tax Incentive Program Plan Approvals	
Field Work / Forest Inventory	\$75.00/hr./person
Plan Review & Approval Process (including site visit)	\$350.00/plan
Plan Creation & Plan Approval (includes field work)	
10 to 20 acres	\$600.00/plan
20 to 40 acres	\$700.00/plan
Greater than 40ac	\$900.00/plan
Timber Management	
Field Work / Site Visit	\$75.00/hr./person
Timber Report Creation	\$150.00/person/field day
Drain Maintenance Program	
Spot spray application for vegetation control in drains	\$1050 per ha + chemical Or \$130/hr. + chemical for spot treatment applications
Tree Planting (Private Lands) These are guidelines, pricing is dependent on size and location	
Large Stock Program	Cost vary according to size and species
Tree Seedlings	Cost vary according to size and species
Seedling Tree Planting Services Machine planting: 500 - 999 trees 1000 – 1999 trees 2000 plus trees Larger sites requiring more than 5000 trees Coniferous plantations Includes tree planting and initial herbicide application - HST will be added	\$1,350.00/site \$1.40/seedling \$1.35/seedling Quotation provided 10% reduction (>1000)
Seedling Tree Planting Services Hand planting: Refill planting up to 500 trees More than 550 trees Includes tree planting and initial herbicide application - HST will be added	\$1250.00/site \$2.25/tree
Herbicide Tending up to 750 seedlings	\$300.00 / min charge
750 to 3000 trees	\$0.40/seedling/max charge \$1225.00

St. Clair Region Conservation Authority Fees Policy

more than 3500 trees	\$0.35/seedling
up to 1000 trees requiring backpack sprayer	\$500.00/site
>1000+ trees requiring backpack sprayer	\$0.50/seedling
Tree Species (Subject to Availability)	
Coniferous Trees	Native & Traditional Species – bare root transplant seedlings 20-35 cm tall
Deciduous Trees & Shrubs	Native & Traditional Species – bare root seedlings are 25-60 cm tall
<i>All seedlings will be grown from seeds collected in seed zones suitable to St. Clair Region</i>	

*Price dependent on species

Schedule 4 - Education Program Fees

Education Fees	2022/2023
Half Day Class/Student	\$7.50
Minimum Charge for other programs (per instructor)	\$135.00
Full Day Class/student	\$14.00
Minimum Program Fee for Full Day	\$250.00
In Class program (without sponsors) first class	\$150.00
In Class program (without sponsors) second class same school/day	\$125.00
ICE (Innovation, Creativity & Entrepreneurship) per day	\$400.00
SHSM (Specialist High Skills Major) 1/2 day	\$250.00
SHSM (Specialist High Skills Major) Full day	\$400.00
Webinar Program Fee - 1 hour session	\$500.00
Nature in Your Neighbourhood Schoolyard Program Fee - 1 hour session	\$125.00
Nature in Your Neighbourhood Schoolyard Program Fee - second class, same school/day	\$100.00
Live-Stream with a Naturalist Program Fee - 1 hour session	\$100.00
Mileage Surcharge for Schools Outside SCRCA Watershed	\$75.00

Schedule 5 - Hunting Fees

Hunting Fees	2023
Hunting - McKeough Properties Only (annual permit)	\$80.00
Trapping Permit	\$10.00

Schedule 6 – GIS Fees

GIS Services (plus tax)	2023
Data Requests (includes up to 3 data sets, \$100.00 per additional data set)	\$330.00
GIS Service Fees (per hour, minimum 1 hour charge)	\$105.00
Digital Aerial Photography (requires license agreement) per tile	\$60.00

Schedule 7 – Watershed Technical Fees

Watershed Services Technical Fees		2023
Technical Reports - Adobe digital (pdf) format on CD		\$60.00
Data and Information Requests		
a)	HEC II, HYMO, Hydro Pak, Streamgauge, Precipitation, Meteorological or Flow Data	\$100.00
b)	Additional cost for data or information collection in excess of one hour	\$55.00/hr
c)	Additional cost for CDs or printed reports	\$60.00

Schedule 8 – Administration Fees

Administration Fees		2023
Administrative Fees negotiated by contract		
NSF Cheques		\$55.00
Processing Fee - Oil & Gas (Long term)		
a)	Oil & Gas Long Term	\$340.00
b)	Annual	\$550.00

Prepared By: Chunning Li
 August 15, 2023
 DRAFT

ST CLAIR REGION CONSERVATION AUTHORITY
Statement of Revenue and Expenditure
 As at July 31, 2023

	Actual To Date			Annual Budget Prorated		Variance from Budget	
	Revenue	Expenditures	Surplus(Deficit)	Revenue	Expenditures	Revenue	Expenditures
Flood Control & Erosion Control	\$535,230	\$205,085	\$330,145	\$303,129	\$303,129	\$232,101	(\$98,045)
Capital Projects/WECI	\$2,430,663	\$720,229	\$1,710,434	\$1,569,167	\$1,569,167	\$861,497	(\$848,938)
Conservation Area's Capital Development	\$0	\$14,138	(\$14,138)	\$71,750	\$71,750	(\$71,750)	(\$57,612)
IT Capital	\$22,723	\$0	\$22,723	\$11,200	\$11,200	\$11,523	(\$11,200)
Equipment	\$18,200	\$0	\$18,200	\$42,000	\$42,000	(\$23,800)	(\$42,000)
Planning & Regulations	\$817,497	\$389,243	\$428,254	\$566,491	\$566,491	\$251,006	(\$177,248)
Technical Studies	\$816,019	\$40,239	\$775,780	\$190,550	\$190,550	\$625,469	(\$150,311)
Recreation	\$1,519,833	\$801,892	\$717,941	\$925,861	\$925,861	\$593,972	(\$123,969)
Property Management	\$154,848	\$161,915	(\$7,068)	\$182,147	\$182,147	(\$27,299)	(\$20,231)
Education	\$27,244	\$105,857	(\$78,613)	\$119,134	\$119,134	(\$91,890)	(\$13,277)
Communication	\$98,226	\$75,037	\$23,189	\$52,500	\$52,500	\$45,726	\$22,537
Source Water Protection	\$420,238	\$89,173	\$331,065	\$138,393	\$138,393	\$281,845	(\$49,220)
Conservation Services/Healthy Watersheds	\$1,198,791	\$531,573	\$667,218	\$478,919	\$478,919	\$719,872	\$52,654
Administration/AOC Management	\$1,270,707	\$520,471	\$750,236	\$626,105	\$626,105	\$644,602	(\$105,634)
	\$9,330,218	\$3,654,851	\$5,675,367	\$5,277,346	\$5,277,346	\$4,052,873	(\$1,622,494)

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 June-July 2023

CHQ. #	DATE	VENDOR	DESCRIPTION	AMOUNT
123137	6/7/2023	Bartram Woodlands Ltd.	Foley property spring tree planting	7,830.90
123138	6/7/2023	Camis Inc.	Campground software license annual fee	15,820.00
123140	6/7/2023	CONSERVATION ONTARIO	Levy installment #2	21,066.00
123157	6/7/2023	Rural Lambton Stewardship Network	Livingston site native planting	9,040.00
123160	6/7/2023	UULawn Care and Landscaping	Grass cutting	5,268.89
123173	6/16/2023	GSS Engineering Consultants Ltd.	Coldstream dam decommission	21,380.42
123177	6/16/2023	KT Excavating	Coldstream, AW Campbell, Warwick mulch	10,961.00
123193	6/29/2023	K & H DISTRIBUTING	Campground Canada Day fireworks	10,368.76
123204	6/29/2023	Southwest Dust Control	Campground dust control	12,430.00
123212	7/6/2023	Milliken Plumbing/Heating Ltd	Strathroy office air conditioner replacement	7,006.00
123231	7/17/2023	Lerners LLP	Legal services retainer	5,000.00
123252	7/24/2023	Sage Software Canada	Accounting software annual premium	5,556.23
123253	7/24/2023	SHOREPLAN ENGINEERING LTD.	Old Lakeshore Road	7,374.56
123254	7/24/2023	Van Bree Drainage And Bulldozing	Brights Grove Groyne improvements	155,529.52
TOTAL CHEQUE DISBURSEMENTS -				\$ 294,632.28

Internet banking payments for June-July 2023

TRANS #	DATE	VENDOR	DESCRIPTION	AMOUNT
10355	6/30/2023	HYDRO ONE Networks Inc.	Electricity	23,138.64
10356	6/30/2023	Libro Credit Union - Visa	Employee expenses	5,830.65
10358	6/30/2023	Municipality of Chatham-Kent - Property Taxes	Property taxes on authority lands	6,008.55
10359	6/30/2023	OMERS	Employee pension	36,763.38
10360	6/30/2023	ONTARIO MINISTER OF FINANCE	Employer health tax	5,008.46
10362	6/30/2023	RECEIVER GENERAL	Payroll source deductions	74,502.20
10364	6/30/2023	RWAM Insurance Administrators Inc	Employee group benefits	15,800.01
10368	6/30/2023	Township of St. Clair - Property Taxes	Property taxes on authority lands	21,024.73
10371	6/30/2023	WORKPLACE SAFETY & INS. BOARD	WSIB	7,310.90
10375	7/31/2023	Canada Revenue Agency - HST	Q2 2023 HST remittance	99,303.00
10380	7/31/2023	HYDRO ONE Networks Inc.	Electricity	26,849.38
10384	7/31/2023	OMERS	Employee pension	40,240.32
10387	7/31/2023	RECEIVER GENERAL	Payroll source deductions	72,957.86
10389	7/31/2023	RWAM Insurance Administrators Inc	Employee group benefits	15,689.92
10390	7/31/2023	Township of Enniskillen - Property Taxes	Property taxes on authority lands	5,217.46
10393	7/31/2023	WORKPLACE SAFETY & INS. BOARD	WSIB	7,527.33
TOTAL INTERNET BANKING DISBURSEMENTS -				\$ 463,172.79

Visa purchases:	Lenovo - Warwick computer replacement	\$	797.78
	Municipal Eng Assc - Drainage Tech job posting	\$	620.37
	Montgomery Bus Lines - bus tour	\$	1,265.60
	The Power Garage - boat deposit	\$	500.00
	Canadian Tire - electric boat motor/battery	\$	622.61

PAYROLL RUNS

Payroll No. 12	\$	88,390.63
Payroll No. 13	\$	92,474.98
Payroll No. 14	\$	87,253.82
Payroll No. 15	\$	94,400.90

TOTAL PAYROLL RUNS - \$ 362,520.33

TOTAL DISBURSEMENTS - \$1,120,325.40



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

Item 8.1 (j)

Non-registered account #440-17189-13

July 31, 2023

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



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 Jul 1, 2023	Closing Value Jul 31, 2023	Balance on Jul 31, 2023 (CAD\$)
Canadian Dollar Investments			
Cash Account	1,575,960.95	1,576,084.25	1,576,084.25
	1,575,960.95	1,576,084.25	1,576,084.25
Grand Total (CAD\$)			1,576,084.25
		Last Statement Jun 30, 2023	1,575,960.95

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**.

FLICK/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

BMO Nesbitt Burns Inc. is a Member of the Canadian Investor Protection Fund.

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Non-registered account #440-17189-13

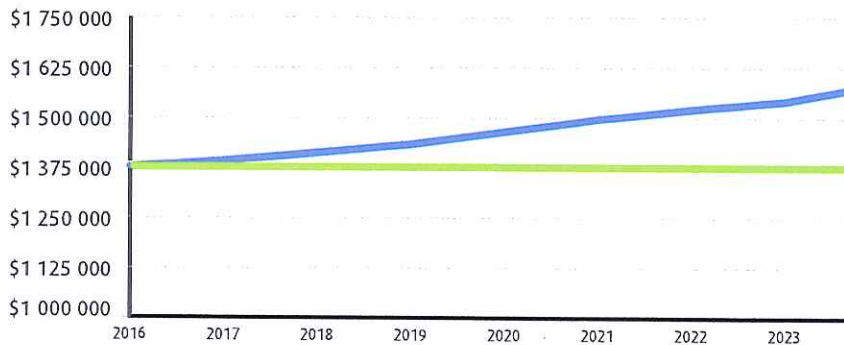
July 31, 2023

▶ 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.

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

	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	+ 32,008.14	+ 196,904.57
Closing Value on Jul 31, 2023	1,576,084.25	1,576,084.25






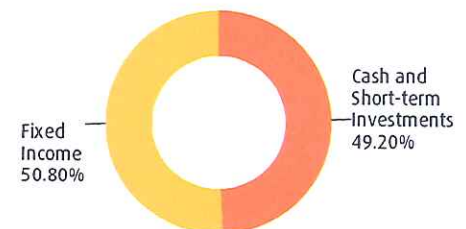
● MARKET VALUE
● NET INVESTED

The Change in Market Value of your account since January 1, 2016 is \$196,904.57.
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	776,084.25	10.00	49.20
 Fixed Income	800,000.00	90.00	50.80
 Equities	0.00	0.00	0.00
Total	1,576,084.25		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

July 31, 2023

Your Canadian Dollar Investments

All amounts are reported in Canadian Dollars.

Income you received

Type of Income	Current Month	Year to Date
Interest	5.37	31,222.17
Total	5.37	31,222.17

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 July 31, 2023	
		Per Unit	Total	Per Unit	Total
Cash Account					
• Cash and Short-term Investments					
CASH			5.37		5.37
BANK OF MONTREAL CAD HISA SERIES A (101) - BMT101	76,078.880	1.000	76,078.88	1.000	76,078.88
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
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
SHINHAN BANK CANADA GIC ANNUAL DUE 07/08/2024 5.370%	100,000	100.000	100,000.00	100.000	100,000.00
Subtotal			776,084.25		776,084.25

Non-registered account #440-17189-13

July 31, 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 (\$)
GIC Commission	3,753.42
Trailing Commission	27.69
Total payments BMO Nesbitt Burns received from third parties in 2023	3,781.11

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: 1.3177, as of July 31, 2023

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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: July 1 to 31, 2023
 Last Statement: June 30, 2023

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

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

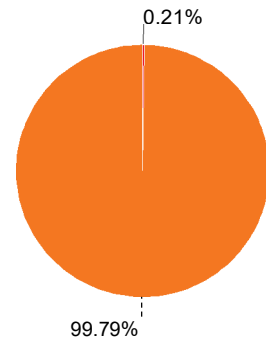
Your Wealth Advisor
 Craig Emptage (519) 660-3259
 craig.emptage@scotiawealth.com

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	Jul. 31, 2023 Market Value	% of Total Assets
Cash	1,593	0.21
Fixed Income	734,807	99.79
Total Value of Account	\$736,400	100.00
Total Value on Last Statement, June 30, 2023	\$742,098	



* Registered trademark of The Bank of Nova Scotia, used under licence. Scotia Wealth Management® consists of a range of financial services provided by The Bank of Nova Scotia (Scotiabank®); The Bank of Nova Scotia Trust Company (Scotiabank®); Private Investment Counsel, a service of 1832 Asset Management L.P.; 1832 Asset Management U.S. Inc.; Scotia Wealth Insurance Services Inc.; and ScotiaMcLeod®, a division of Scotia Capital Inc. Wealth advisory and brokerage services are provided by ScotiaMcLeod, a division of Scotia Capital Inc. Scotia Capital Inc. is a member of the Canadian Investor Protection Fund and the Investment Industry Regulatory Organization of Canada.

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Details of Your Account Holdings

Type	Security Description	Quantity	Average Cost	Adjusted Book Value	Market Price	Market Value
Cash						
CASH						1,593
Total Cash						\$1,593
Fixed Income						
CASH	CICDNBDCORP CL EF (15137)	12,122.796	10.304	124,923	9.363	113,506
CASH	ISHARES CANADIAN UNIVERSE BOND INDEX ETF	6,600	27.625	182,325	27.120	178,992
CASH	MACKENZIE GLOBAL TACTICAL BOND FUND SR GF (7359)	3,319.083	9.982	33,132	9.591	31,833
CASH	MANULIFE STRATEGIC INCOME FUND CL F NL (659)	9,338.314	12.261	114,504	10.987	102,600
CASH	PIMCO MONTHLY INCOME FUND (CANADA) CL M (505)	10,108.037	13.898	140,484	12.642	127,786
CASH	SCOTIA CANADIAN INCOME FUND CL F (577)	14,946.456	12.291	183,719	12.049	180,090
Total Fixed Income						\$734,807
Total Account Holdings				\$780,680	\$736,400	

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						\$3,686.25
Jul. 04, 2023	CASH DIVIDEND		MANULIFE STRATEGIC INCOME FUND CL F NL (659) REINVEST 06/30/23 @ \$10.9695 PLUS FRACTIONS OF 0.612 BOOK VALUE \$313.86	28		
Jul. 04, 2023	CASH DIVIDEND		PIMCO MONTHLY INCOME FUND (CANADA) CL M (505)	63		

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Monthly Activity - continued

Date	Type	Activity	Description	Quantity	Price	Credit/Debit(-)
			REINVEST 06/30/23 @ \$12.5838 PLUS FRACTIONS OF 0.642 BOOK VALUE \$800.86			
Jul. 04, 2023	CASH	DIVIDEND	SCOTIA CANADIAN INCOME FUND CL F (577) REINVEST 06/29/23 @ \$12.1975 PLUS FRACTIONS OF 0.671 BOOK VALUE \$447.29	36		
Jul. 20, 2023	CASH	FEE	MPP MANAGED PORTFOLIOS GST/HST 86817 6249 RT0001 QST/TVQ 1019148099 TQ0001 TID#0110F100060504			-1,851.61
Jul. 20, 2023	CASH	HST	MPP MANAGED PORTFOLIOS GST/HST 86817 6249 RT0001 QST/TVQ 1019148099 TQ0001 TID#0110F100483647 MPP HST-ON 30 Jun 2023			-240.71
Jul. 24, 2023	CASH	DIVIDEND	MACKENZIE GLOBAL TACTICAL BOND FUND SR GF (7359) REINVEST 07/21/23 @ \$9.6031 PLUS FRACTIONS OF 0.096 BOOK VALUE \$96.95	10		
Jul. 31, 2023	CASH	DIVIDEND	MANULIFE STRATEGIC INCOME FUND CL F NL (659) REINVEST 07/28/23 @ \$10.9831 PLUS FRACTIONS OF 0.017 BOOK VALUE \$296.73	27		
Closing Cash Balance						\$1,593.93

Summary

Income Summary

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

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Meeting Date: September 14, 2023
Report Date: August 21, 2023
Submitted by: Donna Blue

Item 8.1 (k)

Subject: Communications Update

Recommendation:

That the Board of Directors accept this report as information.

2023 Conservation Scholarships:

On July 31st and August 1st, the recipients of the 2023 Conservation Scholarships were presented with their awards by Authority Chair, Pat Brown.

The conservation scholarship program rewards graduating high school students who are pursuing post-secondary studies in a conservation-related field and who have demonstrated high academic standing and involvement in environmental initiatives.

A.W. Campbell Memorial Scholarships (\$1,000)

Annabelle Rayson

St. Patrick's Catholic Secondary School,
Sarnia
Post Secondary Studies
Harvard University
Environmental Science and Engineering

Olivia Grubb

Lambton-Kent Composite School, Dresden
Post Secondary Studies
University of Guelph
Bachelor of One Health



**Tony Stranak Conservation Scholarship
(\$500)**

Brynn Dugdale
Strathroy District Collegiate Institute,
Strathroy
Post Secondary Studies
University of Guelph
Environmental Sciences



**Mary Jo Arnold Conservation Scholarship
(\$500)**

Rebecca Adema
Strathroy District Collegiate Institute,
Strathroy
Post Secondary Studies
University of Western Ontario
Biology



2023-2024 Conservation Education:

On September 6, 2023, the SCRCA Conservation Education team will return to work for the 2023-2024 school year. Discussions will be held in September to finalize the SCRCA's 2022-2023 conservation education strategy and programming. Several teachers have contacted the Authority throughout the summer months to book field trips and schoolyard/in-class programs for the upcoming school year.

Upcoming Events:

Ipperwash Beach Cleanup

Date – Saturday, September 9, 2023

Time – 9:00 am – 11:00 am

Location – Ipperwash Boat Launch

A Geocaching Adventure

Date – Sunday, September 10, 2023

Time – 9:00 am – 3:00 pm

Location – Lorne C. Henderson Conservation Area

St. Clair Region Conservation Foundation Memorial Forest Dedication

Date – Sunday, September 25, 2022

Time – 2:00 pm

Location – Lorne C. Henderson Conservation Area, 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 June 1, 2023, to July 31, 2023:

Media Relations

Activity	2023 (June – July)	2022 (June – July)
Media Releases	2	5
News Article Mentions	86	238

Social Media

Facebook

Activity	Total	2023 (June – July)	2022 (June – July)
Post Reach*	--	14,521	20,174
Page Visits	--	1,263	571
New Likes/Followers	2,470	44	35
Posts	--	17	34

***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 (June – July)	2022 (June – July)
Tweets	--	14	34
Retweets	--	4	32
New Followers	915	0	22
Engagements*	--	84	319

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

SCRCA Website

Activity	2023 (June – July)	2022 (June – July)
Website Views	33,324	33,598
Website Visitors	10,450	11,124

Strategic Objectives(s):

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

Friends of the St. Clair River (FOSCR)

- June 21, 2023
- July 27, 2023
- Next meeting to be held in October 2023

Binational Public Advisory Council (BPAC)

- April 19, 2023
- August 2, 2023
- Next meeting to be held in October 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: [August Newsletter](#)

Educational Signs – The RAP Coordinator is providing support to the Friends of the St. Clair River on a project involving the creation of educational signs for posting along the St. Clair River at various locations, covering 5 topics: On the Way to Delisting; St. Clair River as a Source of Drinking Water; Fish and Wildlife Habitat; Making Space for Wildlife; and A Binational Success Story.

Canadian RAP Implementation Outreach Subcommittee – The subcommittee is planning on holding an event on September 28, 2023 to provide a community update on the status of the St. Clair River Area of Concern. The event will include a keynote speaker from Environment and Climate Change Canada on invasive species in the Great Lakes. Details are being finalized. The intent is to hold these events on an annual basis, going forward.

Management of Contaminated Sediment – The Ontario Ministry of the Environment, Conservation, and Parks (MECP), with assistance from Environment and Climate Change Canada (ECCC), are taking the lead on outreach activities associated with the implementation phase of this project. Dow will be leading the implementation work and covering the associated costs, and is currently in the process of securing the required approvals and permits prior to proceeding.

Strategic Objectives(s):

To ensure that our rivers, lakes and streams are properly safeguarded, managed and restored.

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 agreement with ECCC is in place until March 31, 2024. The SCRCA is providing monthly updates to MECP and ECCC on the status of the project work. An Interim Progress and Financial Report is due to MECP at the end of August 2023.