# **CATFISH CREEK CONSERVATION AUTHORITY**

Mission Statement

"To communicate and deliver resource management services and programs in order to achieve social and ecological harmony for the watershed"

Meeting of the Full Authority is to be held in the <u>CCCA Boardroom</u> on Thursday, <u>April 12<sup>th</sup>, 2018</u>, commencing at <u>10:00 a.m.</u>

# AGENDA

1)	We	elcome / Call to Order									
2)	Adoption of Agenda										
3)	Disclosure of Pecuniary Interest										
4)	Dis	sclosure of Intention to Audio / Video Record Meeting									
5)	Ad	option of Minutes of:									
	a)	Full Authority Meeting #02/2018 (March 22, 2018)									
6)	Bu	siness Arising from Minutes									
7)	Pul	blic / Special Delegations									
8)	Re	ports:									
	a)	Report FA 15/2018 - Monthly Staff Reports									
	b)	Report FA 16/2018 - March Summary of Revenue & Expenditures									
	c)	Report FA 17/2018 - Accounts Payable									
	d)	Report FA 18/2018 - Approved Section 28 Regulation Applications									
	e)	Report FA 19/2018 - PGMN Partnership Agreement									
	f)	Report FA 20/2018 - Canada - Ontario Lake Erie Action Plan									
9)	Ger	neral Manager / Secretary-Treasurer's Report									

- 10) Unfinished Business
- 11) Chairperson's / Board Member's Report
- 12) Notice of Motions / New Business
- 13) Correspondence:
  - a) Copied:
    - None
  - b) Not Copied:
    - Correspondence Register for March, 2018.
- 14) Committee of the Whole
- 15) Next Meeting / Adjournment

## MINUTES OF THE MEETING OF THE CATFISH CREEK CONSERVATION AUTHORITY

Thursday, March 22<sup>nd</sup>, 2018

Meeting #02/2018

#### PRESENT:

Rick Cerna

Chairperson Vice-Chairperson

Township of Malahide City of St. Thomas

Mark Tinlin Sally Martyn

Member Member Municipality of Central Elgin Town of Aylmer

Arthur Oslach
David Mayberry

Member Member

Township of South-West Oxford

#### STAFF:

Kim Smale

General Manager / Secretary - Treasurer

Susan Mann Tony Difazio Peter Dragunas Dusty Underhill Tiffany Kalita-Guay Financial Services Coordinator Resource Planning Coordinator Water Management Technician Conservation Areas Supervisor Program Support Assistant

#### OTHERS PRESENT:

Stan & Karen Jones Todd Sprague Craig Bradford

Lake Erie North Shore Landowners Association Hamilton Ward & Cathers Insurance Service Limited

Reporter, The Aylmer Express

#### WELCOME / CALL TO ORDER:

Chairperson Cerna welcomed everyone and called the meeting to order at (2:00 p.m.).

#### ADOPTION OF AGENDA:

Motion # 15/2018

M. Tinlin

A. Oslach

CARRIED

THAT, the Agenda for the March 22<sup>nd</sup>, 2018, Full Authority meeting be adopted as circulated.

## **DISCLOSURE OF PECUNIARY INTEREST:**

No one had a pecuniary interest to disclose at this time.

#### DISCLOSURE OF INTENTION TO AUDIO / VIDEO RECORD MEETING:

The Chairperson asked for disclosures of intentions to audio or video record the meeting. No one indicated any such intentions at this time.

#### **ADOPTION OF MINUTES:**

Motion # 16/2018

M. Tinlin

D. Mayberry

CARRIED

THAT, the Minutes of Full Authority meeting # 01/2018 (February 22, 2018), be accepted as circulated.

#### **BUSINESS ARISING FROM MINUTES:**

No one reported any outstanding business to discuss from the previous Minutes.

#### **PUBLIC / SPECIAL DELEGATIONS:**

#### a) Todd Sprague, Hamilton Ward & Cathers Insurance:

The Authority Chairperson called upon Todd Sprague of Hamilton Ward & Cathers Insurance Service Limited to present the 2018-2019 General Insurance Program for the Catfish Creek Conservation Authority.

Mr. Sprague began by thanking the Board for the invitation to attend the meeting. He provided the members with a general overview of the coverages contained in the Insurance Page  $1\ {
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Renewal Report prepared by the Cowan Company, noting that the level of coverages are virtually the same as those in the 2017-2018 Report. He mentioned two (2) Program Options which included coverage for the Unmanned Aerial Vehicles (Drones) and Cyber Risk to protect an Insured against the cost of a failure in technology or data breach as well as costs involved in restoring the organizations reputation.

Authority Chairperson Cerna thanked Todd for taking the time to attend the meeting and answering any questions regarding the General Insurance Program.

Mr. Sprague left the meeting at (2:17 p.m.).

#### **REPORTS:**

Report FA 01/2018 - Monthly Staff Reports, was presented, discussed, and resolved.

Motion # 17/2018

A. Oslach

M. Tinlin

CARRIED

THAT, Staff Reports for the months of January and February, 2018, be noted and filed.

Report FA 02/2018 – January Summary of Revenue and Expenditures, was presented, discussed, and resolved.

Motion # 18/2018

M. Tinlin

D. Mayberry

CARRIED

THAT, Report FA 02/2018, be noted and filed.

Report FA 03/2018 – February Summary of Revenue and Expenditures, was presented, discussed, and resolved.

Motion # 19/2018

A. Oslach

S. Martyn

**CARRIED** 

THAT, Report FA 03/2018, be noted and filed.

Report FA 04/2018 - Accounts Paid, was presented, discussed, and resolved.

Motion # 20/2018

S. Martyn

A. Oslach

CARRIED

THAT, Accounts Paid totaling \$10,061.27, be approved as presented in Report FA 04/2018.

Report FA 05/2018 - Accounts Payable, was presented, discussed, and resolved.

Motion # 21/2018

D. Mayberry

A. Oslach

CARRIED

THAT, Accounts Payable totaling \$55,929.41, be approved for payment as presented in Report FA 05/2018.

Report FA 06/2018 - Monthly Plan Review, was presented, discussed, and resolved.

Motion # 22/2018

A. Oslach

M. Tinlin

**CARRIED** 

THAT, the Full Authority approve the Monthly Plan Review Report for the months of January and February, 2018.

Report FA 07/2018 - Grant Funding Agreement, was presented, discussed, and resolved.

Motion # 23/2018

S. Martyn

M. Tinlin

CARRIED

THAT, the Catfish Creek Conservation Authority enter into a Grant Funding Agreement with the Province of Ontario represented by the Minister of the Environment and Climate Change for the Great Lakes Guardian Community Fund.

Report FA 08/2018 - General Insurance Program, was presented, discussed, and resolved.

Motion # 24/2018

M. Tinlin

A. Oslach

**CARRIED** 

THAT, the Catfish Creek Conservation Authority renew its 2018-2019 insurance coverage with Frank Cowan Company Limited through Hamilton Ward & Cathers Insurance Service Limited at a total cost of \$31,580.00, plus applicable taxes.

Report FA 09/2018- Photocopier Lease, was presented, discussed, and resolved.

Motion # 25/2018

D. Mayberry

A. Oslach

CARRIED

THAT, the Full Authority approve the lease of a Canon iR Adv C-5535i from Canon Canada for a 68 month term at a rate of \$620.83 per quarter, plus applicable taxes.

Report FA 10/2018 – Conservation Ontario's Provincial Pre-Budget Submission, was presented, discussed, and resolved.

Motion # 26/2018

S. Martyn

A. Oslach

CARRIED

THAT, Report FA 10/2018, be received as information at this time.

Report FA 11/2018 - WECI Capital Investment Program, was presented, discussed, and resolved.

Motion # 27/2018

S. Martyn

A. Oslach

CARRIED

THAT, the Catfish Creek Conservation Authority supports the submission of the Rocabore Bay Flood Control Project Repairs to the Water and Erosion Control Infrastructure Capital Investment Program for rankling and funding consideration in 2018-2019.

Report FA 12/2018 - 2018 Final Budget and Municipal Levy, was presented, discussed, and resolved.

The General Manager / Secretary-Treasurer informed the Board that the Final Budget information contained in Report FA 12/2018, remained the same as the Preliminary Draft Budget that was presented and approved for circulation to the member municipalities at the Personnel / Finance Committee meeting held on February 1<sup>st</sup>, 2018.

Chairperson Cerna noted that a Recorded Vote was required in accordance with the Municipal Levy Regulation. He asked the General Manager / Secretary-Treasurer to read the following Motion.

Motion # 28/2018

D. Mayberry

S. Martyn

CARRIED

THAT, the 2018 Catfish Creek Conservation Authority Budget totaling \$1,323,826.94, be adopted as presented; and further,

THAT, the 2018 Municipal General Levy in the amount of \$288,249.24 and the Special Plan Review Levy in the amount of \$8,250.00, be approved as presented.

Member's Name	Municipality	CVA Apportionment %	Yes	No
Rick Cerna	Township of Malahide	36.1823	<b>√</b>	
Arthur Oslach	Town of Aylmer	27.0107	<b>√</b>	
Sally Martyn	Municipality of Central Elgin	27.2385	<b>√</b>	
David Mayberry	Township of South-West Oxford	3.4851	<b>√</b>	
Mark Tinlin	City of St. Thomas	6.0834	<b>V</b>	

Carried unanimously by 100% of the weighted vote in attendance.

Report FA 13/2018 - CCCA Committees, was presented, discussed, and resolved.

Motion # 29/2018

D. Mayberry

A. Oslach

CARRIED

THAT, the Full Authority approve the Committee appointments for the year 2018, as outlined in Report FA 13/2018.

Report FA 14/2018 - Catfish Creek Flooding at Port Bruce, was presented, discussed, and resolved.

In addition to the written report, the Water Management Technician showed several pictures of the two (2) most recent ice-related flood events in Port Bruce.

Motion # 30/2017

D. Mayberry

S. Martyn

CARRIED

THAT, Report FA 14/2018, be received as information at this time.

#### GENERAL MANAGER / SECRETARY-TREASURER'S REPORT:

#### a) Annual Meetings: .

The General Manager / Secretary-Treasurer attended the Kettle Creek Conservation Authority (KCCA) Annual General Meeting (AGM) on February 21st, and the Long Point Region Conservation Authority (LPRCA) on February 23rd, 2018. City of St. Thomas Mayor Heather Jackson returned as the KCCA Chairperson and Norfolk County Councillor Michael Columbus is the new Chairperson of the LPRCA.

#### b) Hawkins Tract:

Human remains were discovered at the Hawkins Tract in South-West Oxford. OPP forensic investigators identified the remains as a missing London woman who was last seen in 2012.

#### c) Lake Erie Source Protection Region Management Committee:

The CCCA hosted the latest Lake Erie Source Protection Region Management Committee meeting on March 6<sup>th</sup>, 2018. Chairperson Cerna acted as the Chair for the meeting.

#### d) Great Lakes Guardian Community Fund:

The General Manager / Secretary-Treasurer informed the members of a letter from the Minister of the Environment and Climate Change congratulating the CCCA as a grant recipient under the Great Lakes Guardian Community Fund.

#### **UNFINISHED BUSINESS:**

None

## CHAIRPERSON'S / BOARD MEMBER'S REPORT:

Member Oslach mentioned that he will be available at the Aylmer and East Elgin Home, Garden and Rec Show from April 13-15, 2018, to help distribute any printed information about the programs and services available to the public at the CCCA.

Member Martyn informed the Board that Celebrate Central Elgin will be hosting a Tree Planting Workshop at Lawton Park on April 28<sup>th</sup>, 2018.

## NOTICE OF MOTIONS / NEW BUSINESS:

#### a) Seasonal Employment Interviews:

The Interview Committee decided on Friday, April 27<sup>th</sup>, 2018, to conduct interviews for seasonal employment positions.

#### **CORRESPONDENCE:**

- a) Copied:
  - Conservation Ontario a copy of a letter from the Chair of Conservation Ontario to the Premier of Ontario expressing the need for additional investments to the Conservation Authorities to allow them to better address the impacts of climate change.
  - Ian Johnson and Bob Clark a copy of a letter to Malahide Township Council thanking the Township and the CCCA for their efforts during the flooding in Port Bruce on January 12 and 13, 2018.
  - Municipality of Central Elgin a copy of Council's resolution approving Central Elgin's apportionment of the 2018 CCCA Levy in the amount of \$80,664.83, including the Special Planning Levy.
- b) Not Copied:

- Correspondence Registers for January and February, 2018.

Motion # 31/2018

S. Martyn

A. Oslach

**CARRIED** 

THAT, the Copied Correspondence and the Correspondence Registers for January and February, 2018, be noted and filed.

#### COMMITTEE OF THE WHOLE:

There were no personnel, property, or legal matters to be discussed in the Committee of the Whole.

## **NEXT MEETING / ADJOURNMENT:**

The next meeting of the Catfish Creek Conservation Authority will be held on Thursday, April 12<sup>th</sup>, 2018, commencing at (10:00 a.m.).

Motion # 32/2018

S. Martyn

A. Oslach

**CARRIED** 

THAT, the Full Authority be adjourned at (3:20 p.m.).

General Manager / Secretary –Treasurer	Authority Chairperson	

REPORT FA 15 / 2018: To The Full Authority

FROM: Resource Planning Coordinator

Water Management Technician Conservation Areas Supervisor

SUBJECT:

Monthly Staff Reports

DATE:

April 6, 2018

## Resource Planning Coordinator, Tony Difazio

## **Current Activities:**

 Completed several stewardship applications for landowners, and project reports for presentation to the Elgin Clean Water Program Committee and Alternative Land Use Services Partnership Advisory Committee;

Assisted with updates to the Conservation Authority Regulation Mapping Initiative;

 Site inspection/ monitoring of various projects issued Regulation Permit(s) pursuant to the <u>Conservation Authorities Act</u>.

## **Upcoming Activities:**

- Assist with the planning and delivery of stewardship restoration projects;
- Review and Public Consultation of Regulation Mapping updates;

Development/ Update of Regulation Policies;

- Delivery of the Forestry module for the 2018 Envirothon Competition to be held at the Springwater Conservation Area. The Field Studies Workshop will be held on Tuesday, April 17 and the Regional Competition day is Tuesday, May 1, 2018.
- Regular duties as assigned.

## Water Management Technician, Peter Dragunas

## **Current Activities:**

- Forests Ontario 50 Million Tree Program administration.
- Administration of the Greening Communities Program for the CCCA.
- 2018 tree planting season assessments.
- Site visits with landowners to discuss / assist with CCCA 2018 Tree Planting Program.
- Improvements to the Low Water Response data analysis model.
- Permit To Take Water (PTTW) application assistance.
- Attended the Focus On The Thames Forum in London regarding agricultural nutrient runoff and management for Lake Erie tributaries.

## **Upcoming Activities:**

- CCCA 2018 Tree Planting Program.
- 2018 OLWR analysis.
- Regular duties as assigned.

## Conservation Areas Supervisor, Dusty Underhill

#### **Current Activities:**

- Completed the 2018 Springwater Maple Syrup Education and Festival Programs.
- Continued with training and supervision of students from the Cooperative Education Placement Program.
- Hazard tree removal and clean up at the Springwater Conservation Area.
- Woodlot management activities on Authority owned lands.

## **Upcoming Activities:**

- OPC Path of Honour Committee meeting.
- Envirothon Competition.
- Tree Planting.
- Campground Opening.
- Opening Day of Trout Fishing (April 28).
- Tim Hortons Kids Trout Derby (May 12).
- Regular duties as assigned.

## Recommendation:

That, Staff Reports for the month of March, 2018, be noted and filed.

Tony Difazio

Resource Planning Coordinator

Peter Dragunas

Water Management Technician

Dusty Underhill

Conservation Areas Supervisor

REPORT FA 16 / 2018 : To The Full Authority

FROM: Susan Simmons, Financial Services Coordinator SUBJECT: March Summary of Revenue & Expenditures

DATE: March 31, 2018

# SUMMARY OF REVENUE for the period ending March 31, 2018

		2018	2018	D:00	2017
		Budget	To Date	Difference	To Date
MNRF Provincial Grants	\$	79,835.00	\$ · g	\$ (79,835.00)	\$ : <b>-</b> :
Other Provincial Grants	\$	61,355.81	\$ 44,878.17	\$ (16,477.64)	12,064.53
Federal Grants	\$	23,650.00	\$ 5 <b>=</b>	\$ (23,650.00)	\$ 20,987.10
General Levy	\$	283,278.96	\$ :(⊕:	\$ (283,278.96)	\$ -
Special Benefiting Levy	\$	66,137.88	\$ :: <u>-</u> :	\$ (66,137.88)	\$ -
Employment Program Grants	\$	21,000.00	\$ -	\$ (21,000.00)	\$ 
Donations/Sponsorships	\$	31,200.00	\$ 19,504.20	\$ (11,695.80)	\$ 28,811.14
Conservation Areas Revenue	\$	507,500.00	\$ 98,726.74	\$ (408,773.26)	\$ 87,918.07
Maple Syrup Revenue	\$	54,100.00	\$ 49,726.40	\$ (4,373.60)	\$ 43,577.83
Bank Interest Earned	\$	3,500.00	\$ 246.93	\$ (3,253.07)	\$ •
Information & Education	\$	6,700.00	\$	\$ (6,700.00)	\$ :#::
Legal Inquiries/Permit Applications	\$	5,000.00	\$ 252.21	\$ (4,747.79)	\$ 2,207.96
Trees/Planting/Spraying	\$	4,250.00	\$ 	\$ (4,250.00)	\$ :=0
Woodlot Management	\$	1,000.00	\$ 486.73	\$ (513.27)	\$ 353.98
Watershed Stewardship Projects	\$		\$ 10,000.00	\$ 10,000.00	\$ 8,500.00
Water Quality/Quantity Programs	\$	500.00	\$ ) <u>=</u> (	\$ (500.00)	\$ . <del></del>
Revenue from Other C.A. Lands	\$	12,680.00	\$ 13,466.37	\$ 786.37	\$ 11,140.00
Other Revenue	\$	4,000.00	\$ 9	\$ (4,000.00)	\$ 5,491.53
Contract Services	\$	=	\$ 3-0	\$ -	\$ ¥:
Vehicle & Equipment Rental Recoveries	\$	38,175.00	\$ 4,051.15	\$ (34,123.85)	\$ 3,716.55
Previous Year Surplus (Deficit)	\$	1,169.70	\$ 1,169.70	\$ 16	\$ (10,490.46)
Income Appropriation from Special Reserves	\$	30,044.83	\$	\$ (30,044.83)	\$
Income Appropriation from General Reserves	_\$_	88,749.76	\$	\$ (88,749.76)	\$ 2
	\$	1,323,826.94	\$ 242,508.60	\$ (1,081,318.34)	\$ 214,278.23

	2018	Received	
DONATIONS/SPONSORSHIPS	Budget	To Date	Difference
Fish Stocking	\$ 1,000.00	\$ 1,000.00	\$ •
Springwater Event Sponsorships	\$ 1,000.00	\$ <b>=</b> 0	\$ (1,000.00)
Annual Report	\$ 1,250.00	\$ 875.00	\$ (375.00)
Environmental Education	\$ 1,500.00	\$ 345.00	\$ (1,155.00)
EESS ELP Sponsorships	\$ 7,500.00	\$ 6,384.80	\$ (1,115.20)
Community Forest	\$ 250.00	\$	\$ (250.00)
Maple Syrup Program	\$ 6,000.00	\$ 8,600.00	\$ 2,600.00
Springwater Forest Trails	\$ 9,000.00	\$ 2,039.40	\$ (6,960.60)
Archie Coulter C.A. Trails	\$ 700.00	\$ 200.00	\$ (500.00)
YNHA	\$ -	\$ 60.00	\$ 60.00
Springwater C.A. Development	\$ 1,500.00	\$	\$ (1,500.00)
Ontario Police College Path of Honour	\$ 1,500.00	\$	\$ (1,500.00)
TOTAL Donations/Sponsorships	\$ 31,200.00	\$ 19,504.20	\$ (11,695.80)

#### **SUMMARY OF EXPENDITURES**

## for the period ending March 31, 2018

		2018 Budget		2018 To Date		Difference		2017 To Date
ADMINISTRATION								
A-1 Wages & Benefits	\$	96,050.23	\$	27,016.40	\$	69,033.83	\$	26,314.33
A-2 Travel Exp. & Allow.	\$	9,030.75	\$	320.68	\$	8,710.07	\$	197.41
A-3 Equip. Purchase & Rental	\$	9,225.00	\$	2,434.73	\$	6,790.27	\$	1,747.21
A-4 Materials & Supplies	\$	4,350.00	\$	1,517.37	\$	2,832.63	\$	332.54
A-5 Rent & Utilities	\$	15,274.64	\$	2,252.80	\$	13,021.84	\$	2,657.65
A-6 General Expenses	\$	40,286.00	\$	20,579.28	\$	19,706.72	\$	19,357.87
TOTAL	\$	174,216.62	\$	54,121.26	\$	120,095.36	\$	50,607.01
FLOOD FORECASTING & WARNING								
F4-2 Flood Control Structures	\$	11,558.29	\$	2,145.17	\$	9,413.12	\$	2,585.00
F4-4 Flood Forecasting & Warning	\$	160,877.33	\$	40,632.73	\$	120,244.60	\$	36,633.05
F4-5 Ice Management	\$	65,887.88	\$	19,272.88	\$	46,615.00	\$	60,885.08
F4-6 Plan Input	\$	35,863.55	\$	8,833.34	\$	27,030.21	\$	7,921.90
F4-71 Watershed Planning	\$	11,277.73	\$	2,987.87	\$	8,289.86	\$	3,491.47
F4-72 Technical Studies (GIS)	\$	13,345.09	\$	7,004.15	\$	6,340.94	\$	1,827.46
TOTAL	\$	298,809.87	\$	80,876.14	\$	217,933.73	\$	113,343.96
	<u> </u>	,	<u> </u>	33,013.11	<u> </u>	211,000.10		110,010.00
OTHER PROGRAM AREAS								
B-1 Information & Education	\$	35,639.80	\$	3,270.18	\$	32,369.62	\$	5,291.28
E-1 Extension Services - Tree Planting	\$	34,861.84	\$	4,833.76	\$	30,028.08	\$	5,957.04
Community Forest	\$	(#X)	\$	- 1,00011.0	\$	-	\$	2,007.04
E-1 Extension Services - Woodlot Management	\$	6,826.99	\$	1,534.82	\$	5,292.17	\$	1,532.47
E-1 Extension Services - Watershed Stewardship	\$	33,435.34	\$	3,590.56	\$	29,844.78	\$	20,543.10
E4-1 Fish & Wildlife Habitat	\$	<u>4</u> /	\$	=	\$	-	\$	20,010.10
	\$	110,763.97	\$	13,229.32	\$	97,534.65	\$	33,323.89
CAPITAL & SPECIAL PROJECTS								
Water Management Programs	\$	24,855.81	\$	3,059.20	\$	21,796.61	\$	5,970.54
Springwater C.A. Development	\$	23,546.16	\$	5,000.20	\$	23,546.16	\$	5,870.54
Special Projects	\$	3,000.00	\$	_	\$	3,000.00	\$	824.04
TOTAL	\$	51,401.97	\$	3,059.20	\$	48,342.77	\$	6,794.58
		01,101.01	<u> </u>	0,000.20	<u> </u>	10,012.77	Ψ	0,704.00
CONSERVATION AUTHORITY LANDS								
Springwater Operation & Maint	\$	519,792.63	\$	53,960.66	\$	465,831.97	\$	60,323.42
Vehicle & Equipment Pool Exp.	\$	44,330.00	\$	8,301.97	\$	36,028.03	\$	4,003.79
Maple Syrup	\$	60,100.00	\$	54,423.92	\$	5,676.08	\$	46,276.31
Other C.A. Lands	\$	64,411.88	\$	5,647.45	\$	58,764.43	\$	8,315.14
TOTAL	\$	688,634.51	\$	122,334.00	\$	566,300.51	\$	118,918.66
APPROPRIATION TO GENERAL RESERVES	\$		\$	200	\$	: <b>=</b> 0	\$	2
APPROPRIATION TO SPECIAL RESERVES	\$	2	\$	~	\$	-	\$	ŝ
GRAND TOTAL	\$	1,323,826.94	\$	273,619.92	\$	1,050,207.02	\$	322,988.10
						~		

Susan Simmons,

Financial Services Coordinator

#### REPORT FA 17 / 2018 : TO THE FULL AUTHORITY

FROM:

Susan Simmons, Financial Services Coordinator

SUBJECT:

Accounts Payable

DATE:

April 4, 2018

VENDOR	CHQ#	TOTAL	EXPLANATION
Reliance Home Comfort	28111	\$ 43.56	water heater rental
Telus Mobility	28112	\$ 98.56	mobile phones
payroll March 19 (28113-28126)			·
Hydro One	28127	\$ 1,029.45	campground, admin centre & gauges
Hydro One	28128	\$	day use area & schoolhouse
payroll March 31 (28129-28147)			
Bell Canada	28148	\$ 88.07	gauge
Hydro One	28149	\$	gauge
Aramark Refreshment Services	28150	\$ 249.54	coffee service
Aylmer Express Limited	28151	\$ 882.79	advertising & supplies for Maple Syrup & campground
Aylmer Home Hardware	28152	\$	campground supplies
Bear Adventures	28153	\$ 3,000.00	support for Maple Syrup education programs
Canadian Tire	28154	\$	supplies for education programs & watershed stewardship
Deep Roots Farm	28155	\$ 4,571.13	Maple Products for resale
Dowler Karn Propane Ltd.	28156	\$ 354.76	shop heat fuel
Frank's Maintenance Products	28157	\$ 188.48	campground supplies
Glenbriar Bottled Water Co. Ltd.	28158	\$ 63.20	water cooler service
Higgs Construction Ltd.	28159	\$ 6,780.00	ice management - Port Bruce
Jakeman's Maple Products	28160	\$ 1,190.81	Maple Products for resale
Molly Maid	28161	\$ 158.00	administration centre cleaning service
Secord Home Building Centre	28162	\$	supplies for Maple Syrup program
Simmons, Susan	28163	\$ 145.80	mileage reimbursement

\$ 19,700.46

#### **RECOMMENDATION:**

THAT, Accounts Payable totalling \$19,700.46 , be approved for payment as presented in Report FA 17 / 2018.

Susan Simmons,

Financial Services Coordinator

**REPORT FA18/2018** 

To The Full Authority

FROM SUBJECT Tony Difazio, Resource Planning CoordinatorApproved Section 28 Regulation Applications

DATE

: April, 2018

**PURPOSE:** 

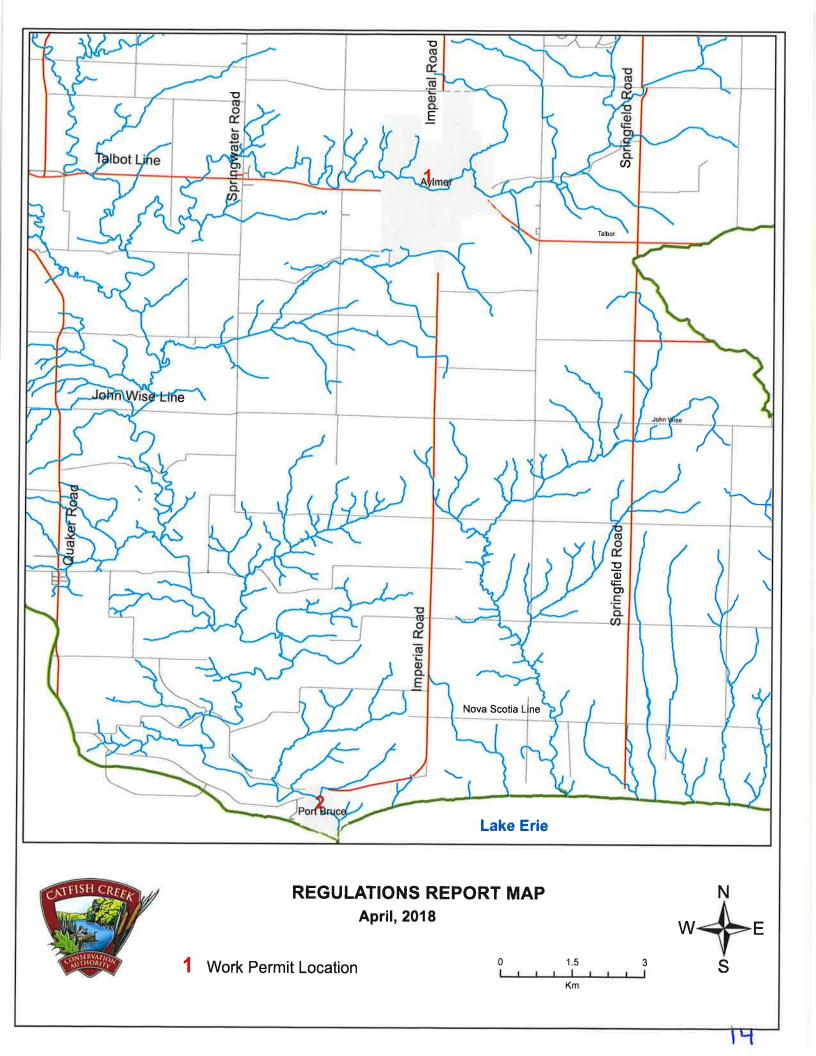
To outline the 'Development, Interference with Wetlands & Alterations to Watercourses' applications approved by staff from January to April, 2018.

PERMIT	PROPONENT/	PROPOSAL	DATE
NO.	LOCATION		ISSUED
FR-01-18	Town of Aylmer;	* This proposal involves the replacement of the Davis Street sewer outfall to Catfish Creek; * The work has been completed as part of the Talbot Street reconstruction project;	February 20,
(Site 1)	Davis Street		2018
FR-02-18	County of Elgin;	* This proposal involves the demolition and removal of the Imperial Road bridge crossing of Catfish Creek in Port Bruce;  * The work is being completed in accordance with engineered plans prepared by Priestly Demolition.	April 3,
(Site 2)	Port Bruce		2018

**RECOMMENDATION:** 

THAT, the Full Authority receive the staff approved Section 28 Regulation Applications Report FA 18 /2018, as information.

Tony Difazio, Resource Planning Coordinator



REPORT FA 19 / 2018 : To The Full Authority

FROM: Kim Smale, General Manager / Secretary-Treasurer

**SUBJECT:** PGMN Partnership Agreement

**DATE:** April 6, 2018

#### **PURPOSE:**

To consider endorsing a new Partnership Agreement with the Ministry of the Environment and Climate Change (MOECC) for the Provincial Groundwater Monitoring Network (PGMN) Program.

#### DISCUSSION:

On March 26, 2018, Ontario's 36 Conservation Authorities received a copy of the attached Letter Of Agreement from the MOECC to replace the current PGMN Partnership Agreement which expired on March 31, 2018.

The MOECC is requesting that each of the 36 Conservation Authorities currently participating in the PGMN Program endorse a new Letter Of Agreement that will be effective for a period of eight (8) years.

## RECOMMENDATION:

THAT, the Full Authority endorse the new Provincial Groundwater Monitoring Network Program Partnership Agreement attached to Report FA 19 / 2018.

Kim Smale

General Manager / Secretary-Treasurer

## Ministry of the Environment and Climate Change

Ministère de l'Environnement et de l'Action en matière de changement climatique



Environmental Monitoring and Reporting Branch

Direction de la Surveillance Environnmentale

125 Resources Road Etobicoke ON M9P 3V6 Tel.: 416 235-6300 Fax: 416 235-6235 125, chemin Resources Etobicoke ON M9P 3V6 Tél.: 416 235-6300 Téléc.: 416 235-6235

March 26, 2018

TO:

Ontario's 36 Conservation Authorities Participating in the Provincial Groundwater Monitoring Network

(PGMN) Program

FROM:

Magdi Widaatalla, M.Sc., P.Geo.

Group Leader, Groundwater Monitoring (A),

Provincial Groundwater Monitoring Network (PGMN), Environmental Monitoring and Reporting Branch (EMRB), Ministry of Environment and Climate Change (MOECC)

RE:

Renewal of the Letter of Agreement - PGMN Program

The Letter of Agreement for the Provincial Groundwater Monitoring Network (PGMN) Program, which was executed by the MOECC and each of the 36 Conservation Authorities (CAs) and the Severn Sound Environmental Association (SSEA) will expire on March 31, 2018.

In consultation with Conservation Ontario, CAs, and SSEA, the MOECC has created a new Letter of Agreement (attached). This agreement will be effective for a period of eight years and will allow the Program to continue without disruption for this period of time. The Agreement may be amended from time to time by mutual written agreement of the Parties, and may be terminated by either Party upon giving the other Party six months written notice of its intention to do so, or such shorter notice as mutually agreed upon.

The new Letter of Agreement builds on the successful collaboration that has existed between the Conservation Authorities and the Ministry since the Program's initiation in year 2000. Many of the Program wells now have over 15 years of data. This data can be used to identify how aquifers are responding to drought events such as those in year 2016, 2012, and 2007. The data is also helpful for updating watershed characterization and to identify changes of groundwater chemistry in response to changes in land-use within the watersheds.

Please print, fill in the full Conservation Authority name on page 1, sign two hard copies of this Letter of Agreement and mail them to me. The two hard copies will be signed by the EMRB Director and one hard copy will be sent to you after that. The MOECC looks forward to continue jointly implementing the PGMN Program with you over the upcoming years.

Yours truly;

Magdi Widaatalla, M.Sc., P.Geo.

Group Leader, Groundwater Monitoring (A),

Provincial Groundwater Monitoring Network (PGMN)

#### **LETTER OF AGREEMENT**

## PROVINCIAL GROUNDWATER MONITORING NETWORK (PGMN) PROGRAM

This Agreement is made effective as of this  $1^{st}$  day of April, 2018

#### **BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT AND CLIMATE CHANGE hereinafter referred to as "the Ministry"

Α	N	D:
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(hereinafter referred to as the "CA")

Throughout this Agreement, the Ministry and the CA will collectively be referred to as "the Parties".

WHEREAS the Parties have agreed that pursuant to Section 29 of the *Ontario Water Resources Act* (as amended) and Part I, Section 4 of the *Environmental Protection Act* (Ont.) (as amended); the Minister of the Environment and Climate Change has the responsibility for "the supervision of all surface and ground waters in Ontario" and may among other things "conduct studies of the quality of the natural environment, meteorological studies and monitoring Programs"; and said Minister requires monitoring data for providing policy development, standards setting, provincial decision making, and the implementation of water management activities / Programs.

AND WHEREAS the Parties have agreed that pursuant to Section 21 of the Conservation Authorities Act (Ont.) (as amended), Conservation Authorities have powers to "study and investigate the watershed and to determine a Program whereby the natural resources of the watershed may be conserved, restored, developed and managed" and requires water monitoring data.

AND WHEREAS the Parties acknowledge that they both have responsibilities under the *Clean Water Act, 2006* (Ont.) (as amended) for the protection of "existing and future sources of drinking water"; and that having access to ambient groundwater quantity and quality monitoring data will assist them to meet their respective mandates.

NOW THEREFORE, the Parties agree to co-operate and work together to implement this Agreement and its intents in the geographic area administered by the CA.

The provisions throughout this Agreement referring to the co-operation by the Parties in implementing the Provincial Groundwater Monitoring Network (PGMN) Program, are not

intended to have the effect of creating a legal partnership in common law or pursuant to any statute, including the *Partnerships Act* (Ont.) and the *Limited Partnerships Act* (Ont.).

Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation.

#### 1.0 PURPOSE

This Agreement outlines the terms of collaboration for the on-going implementation and mutually agreed to enhancements of the Provincial Groundwater Monitoring Network (PGMN) Program (the "Program") in the area under jurisdiction of the CA, to clearly identify the objectives of the Program, the administrative and operational structure, and the roles and responsibilities of the Parties.

#### 2.0 PGMN PROGRAM OBJECTIVES

The Parties agree that the key objectives of the Program are to:

- collect, analyze, and report on high quality ambient (baseline) groundwater level and chemistry conditions across Ontario; to support both Parties in the management and protection of the groundwater resource;
- support key water management Programs, including but not limited to: Water Quantity Management, Low Water Level Response, Water Allocation (Permits-To-Take-Water), Land Use Planning, Drinking Water Source Protection Planning, and Nutrient Management activities;
- support adaptation planning associated with potential climate change effects;
- recognize emerging issues, correlations and trends;
- act as an early warning system for detection and evaluation of potential drought conditions; and
- share and communicate groundwater information with other pertinent parties

#### 3.0 PGMN PROGRAM ADMISTRATIVE STRUCTURE

The Parties agree that the Program will be implemented with the following core participants:

- Ontario Ministry of the Environment and Climate Change (MOECC),
- participating Conservation Authorities (CAs),
- participating Municipalities / Townships, outside of the Conservation Authorities jurisdiction; that are represented as themselves or by the Severn Sound Environmental Association (SSEA) through agreements made between the Municipality and the SSEA, and
- Conservation Ontario.

The Parties acknowledge that through the course of implementing the Program, mutually agreed

upon additional participants may become part of the Program through the establishment and implementation of side agreements made with the Ministry and the CA.

The Parties agree that the Program will consist of the following administrative components:

- a Director's Committee to provide input into Program direction, management, coordination, and issue resolution,
- a Technical Committee to oversee scientific and technical issues,
- four Regional Working Groups to promote discussion of local /regional issues, and
- a Liaison Component to facilitate communication and business between the Ministry and the Conservation Authorities (CAs), to be negotiated on an annual basis.

The Parties agree to the structure, participants, and terms-of-reference of the above administrative components as further detailed in Schedule "A", said Schedule and all other Schedules forming parts of this Agreement.

#### 4.0 PGMN PROGRAM CORE BUSINESS FUNCTIONS

The Parties agree that the core business functions of the Program include:

- management, coordination, implementation and enhancement of the Program to meet current objectives and emerging issues,
- establishment of new, and maintenance of existing, monitoring sites, wells, and associated equipment,
- development of, and adherence to, Program protocols, procedures and guidelines,
- collection of groundwater level, barometric pressure, precipitation, and soil moisture data as it becomes available,
- establishment of new, and maintenance of existing, data transmission mechanisms,
- collection and chemical analyses of groundwater samples,
- development of /adherence to quality assurance and control procedures,
- maintenance and enhancement of the Program information system on the WISKI (Water Information System by Kisters) platform for the capture, retention and accessibility of the collected data and other pertinent information,
- scientific analyses and reporting,
- communication,
- implementation of the Program Protocol-for-Actions ("Exceedence Protocol"), and
- training and technology transfer.

#### 5.0 ROLES AND RESPONSIBILITIES

#### 5.1 GENERAL

The Parties agree that the Ministry and the CA will work cooperatively to ensure the successful implementation and enhancement of the Program.

#### 5.2 MINISTRY

The Parties agree that the Ministry's core responsibilities in the implementation and enhancement of the Program will include the following:

- lead, manage and coordinate the on-going implementation and enhancement of the Program, in consultation with the CA,
- co-chair and participate on the Program Director's Committee,
- co-chair and participate on Program Technical Committee,
- participate in the Regional Working Groups,
- provide standards, protocols and procedures for implementation of the Program, in consultation with the Technical Committee and with the approval of the Director's Committee (where required),
- maintain and enhance (where required) the Program information system, established on the WISKI platform, and ensuring that the data is accessible to the Conservation Authorities through WISKI WebPro which does not require a license,
- work with the CA to identify and confirm (where necessary) new, mutually agreed upon, groundwater monitoring sites,
- provide funding toward the construction of new, mutually agreed upon, monitoring wells that are to become part of the Program (as per Schedule "B"),
- fund the acquisition and installation of new equipment, that is to be used in the implementation of the Program, and owned by the Ministry,
- fund the repair and replacement of existing equipment that is used in the implementation of the Program (as per definitions provided in Schedule "C" of this Agreement), and owned by the Ministry,
- provide funding toward the decommissioning of Program wells as per decisions resulting from considerations outlined in Schedule "D" of this Agreement,
- fund the initial comprehensive chemical analyses of water samples collected from each new well captured into the Program,
- fund the on-going "routine", mutually agreed upon chemical analyses of water samples collected from Program wells that have been selected for long-term, groundwater quality monitoring, including the provision of suitable pumping equipment, sample bottles, and filters,
- fund the transport of groundwater samples from the field to the Ministry of the Environment and Climate Change laboratory, for the mutually agreed upon chemical analyses,
- carry out barometric pressure compensation corrections on the raw data,
- correct any data shifts resulting from changes in the depth of the monitoring equipment, fill data gaps where feasible, and merge new data with existing data unless it is agreed by both the Ministry and CA that the correction will be done by the CA,
- use the data generated from the Program to undertake the data analyses and reporting requirements set out in this Agreement (i.e. Schedule "E") and to undertake provincial and local-scale data analyses and reporting as the per the Ministry's needs as they arise,
- lead the implementation of the Exceedence Protocol as per Schedule "E" of this Agreement,

- provide training, knowledge, and technology transfer to CAs as required; including, but not limited to, training on the operation and maintenance of monitoring equipment, the collection of samples, and the review and correction (where necessary) of groundwater level data,
- maintain communications regarding Program status and Program issues, and maintain the trouble-shooting communication service for field operational issues as they arise,
- undertake Program assessments as required,
- participate with CAs on major communication initiatives, and
- provide funds toward maintaining the Program liaison position as per Schedule "F"; to be negotiated on an annual basis.

#### 5.3 Conservation Authority (CA)

The Parties agree that the CA's core responsibilities in the implementation and enhancement of the Program will include the following:

- participate in the on-going implementation and enhancement of the Program in consultation with the Ministry,
- participate when required on the Program Director's Committee to ensure representation by CAs on issues that are being discussed and handled by said Committee,
- participate when required on the Technical Committee to ensure representation by the CAs on technical issues that are being discussed and handled by said Committee,
- participate in the Regional Working Group for the CA's jurisdiction,
- participate with the Ministry in the selection of new mutually agreed upon sites for monitoring under the Program,
- participate with the Ministry in the design of new, mutually agreed upon, monitoring wells to be captured into the Program,
- carry out responsibilities for obtaining permission to construct monitoring wells and obtaining long-term access to the well, prior to construction, as per Schedule "B",
- ensure that CA-Land Owners Agreements are in place and effective for all PGMN wells within the CA's jurisdiction,
- carry out responsibilities for the construction of new, mutually agreed upon monitoring wells as per Schedule "B" of this Agreement,
- adhere to all regulatory requirements and all Program protocols, procedures, operational
  guidance or reference documents that have been developed for the implementation of
  the Program and are currently in effect as of the date of the signing of this Agreement (as
  per Schedule H); and to those that are developed during the term of the Agreement and
  mutually agreed upon by the Ministry and CA,
- maintain the integrity of the well and well site, once the well is constructed and/or brought into the Program to reduce the risk of contaminants entering the well,
- provide funding toward the decommissioning of Program wells as per decisions resulting from considerations outlined in Schedule "D" of this Agreement,
- operate equipment at the well site as per the manufacturer's instructions and Program procedures and protocols,
- maintain the equipment at the well site as per Schedule "C" of this Agreement,

- fund the acquisition of minor maintenance necessities, as per Schedule "C" of this Agreement,
- adhere to all standards, protocols and procedures established for the implementation of the Program including sample collection and handling,
- collect water quality samples and forward them to a mutually agreed upon, Standard Council of Canada (SCC) or Canadian Association for Laboratory Accreditation (CALA) certified laboratory for chemical analyses,
- participate with the Ministry in the selection and on-going review of chemical parameters for long-term, routine chemical analyses,
- change the depth of a level-logger in a Program well only after discussion and agreement with the Ministry,
- inform the Ministry of time periods when the monitoring equipment has been removed from the well, or when the monitoring equipment was not functioning properly and groundwater levels were not being recorded accurately,
- manually download water level and pressure data and collect a manual water level reading from telemetry and non-telemetry Program wells, a minimum of 3 times per year under the following schedule: once in the Spring: (March - May), once in the Summer: (June - August), and once in the Fall: (September - November),
- where desired by the Conservation Authority and mutually agreed to with the Ministry, review Program groundwater level data and carry out corrections where necessary, following protocols and guidance provided by the Ministry,
- undertake local water level analyses and reporting of the data collected from Program
  wells within the CA's jurisdiction, as per requirements set out in the CA Land Owner's
  Agreement and as per the CA's needs as they arise,
- communicate Program details, objectives, and data to local stakeholders such as local municipalities, local public organizations, schools...etc.,
- ensure that Program staff are trained with regard to the Program implementation protocols, procedures, and guidelines,
- participate with the Ministry on Program communication initiatives and audits, and
- participate in the PGMN Protocol-For-Actions (Exceedence Protocol) as per Schedule "E" of this Agreement.

#### 5.4 CONSERVATION ONTARIO

The Parties agree that:

Conservation Ontario, as the umbrella organization of the Conservation Authorities in Ontario, will provide a liaison function, to be negotiated on an annual basis, between the Ministry and the Conservation Ontario for the on-going implementation and efficient delivery of the Program.

#### 6.0 LABORATORY ACCREDITATION

The Parties agree:

that the laboratories used for water quality chemical analysis will be accredited by

Standard Council of Canada (SCC) or Canadian Association for Laboratory Accreditation (CALA),

- that the Ministry will only consider alternate quality management system status testing in extraordinary cases involving new requirements for which accreditation is not available through SCC or CALA,
- that the Ministry reserves the right to conduct performance testing, such as blind audit samples and on-site audits to ensure that QA/QC standards are met, and
- that the costs of analyses shall be borne by the party requiring the additional data where special or additional sampling requirements emerge which are not covered by this Agreement.

#### 7.0 INTELLECTUAL PROPERTY

The Parties agree that intellectual property supplied to, generated by, and derived from the Program will be treated as is outlined in Schedule "G" of this Agreement.

#### 8.0 EQUIPMENT

The Parties agree that:

- the Province will retain ownership of the equipment that it has purchased for use in the Program,
- the CA will retain possession of equipment purchased and installed by the Ministry during the entire Term of this Agreement, including all extensions of the same, and
- the CA will retain ownership of, and be responsible for all maintenance costs of, Program equipment purchased by the CA for the joint use of the Parties, as mutually agreed upon.

#### 9.0 REPORTING

In order to ensure the integrity of, and timely access to, Program data, the Parties agree that:

- unless otherwise agreed to by the Parties, the CA will perform manual water level measurements at the Program wells using a water level measuring tape, at least 3 times per year and will immediately report the findings to the Ministry, including any discrepancies in the manual and automatic water level measurements,
- unless otherwise agreed to by the Parties, the CA will manually download water level data from manual, non-telemetry Program wells, at least 3 times per year under the following schedule: once in the Spring: (March May), once in the Summer: (June August), and once in the Fall: (September November),
- the CA will report the manually downloaded data to the Ministry within two weeks of collecting the data,
- The CA will use the Ministry's Sample Collection Record template to record sample

- collection activities and will submit the same to the Ministry, along with the collected samples,
- in the event that the Ministry and CA have mutually agreed that the CA will review and correct the raw Program groundwater level data, the CA will provide the corrected data to the Ministry semi-annually based on mutually agreed upon schedule in accordance with data download,
- the CA will report immediately to the Ministry any changes in the depth of the levellogger, any equipment, well or well site problems, to the Ministry,
- for all Ministry-funded work performed pursuant to this Agreement or otherwise, the CA will report all work orders within a month of the work being completed,
- the parties will readily share Program operational information, including local and regional scale data analyses, with each other in a timely manner, and
- the Ministry will ensure that raw Program groundwater level data that is received in the WISKI database through satellite data transmission or supplied to the Ministry by the CA is available to the CA in the WISKI system (and in the PGMIS during the transition from PGMIS to WISKI) within 2 months of receipt of the data.

#### 10.0 DISPUTE RESOLUTION

The PGMN Director's Committee, Technical Committee, and Working Groups are avenues for open dialogue and resolution of issues that arise in the delivery of the program. The business of program delivery resides with the PGMN Director's Committee. In finding solutions to program delivery issues, consideration will be given to the following; the needs of each party, capacity of each party to carry out their responsibilities under the program, availability of funding to each party to support program delivery, and alternative mechanisms for delivering parts of the program. In cases where unforeseen circumstances arise that can impact the program delivery, the parties agree to adjust the delivery of the program to accommodate the new circumstances.

#### 11.0 TERM OF AGREEMENT

#### The Parties agree that:

- this Agreement shall remain in force for a period of eight years from the date of signing and may be extended by exchange of letters duly signed for a period to be agreed upon by the Parties,
- this Agreement may be amended from time to time by mutual written agreement of the Parties, and
- this Agreement may be terminated by either Party upon giving the other Party six (6) months written notice of its intention to do so, or such shorter notice as mutually agreed upon.

		uly authorized representatives have executed this day of
		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT AND CLIMATE CHANGE
witness as to execution	Per:	Kathy MacKague, Director Environmental Monitoring and Reporting Branch (EMRB), Ministry of Environment and Climate Change (MOECC)
witness as to execution	Per:	Organization Name
Withess as to execution		Title
	Per:	Organization
witness as to execution	g	Name
		Title

#### **SCHEDULE "A"**

# FOR PGMN DIRECTOR'S COMMITTEE PGMN TECHNICAL COMMITTEE PGMN REGIONAL WORKING GROUPS

#### Structure and Terms of Reference for the PGMN Director's Committee

The Parties agree that the PGMN Director's Committee will:

- Consist of the following parties:
  - Management and Program Coordinator from the Ministry
  - Management and Liaison from Conservation Ontario
  - o 2 Managers from 2 different Conservation Authorities
  - 1 Representative from the Severn Sound Environmental Association (SSEA) or from participating Municipalities/Townships, outside of the Conservation Authorities jurisdiction
  - 1 Hydrogeologist (P.Geo.) from 1 Conservation Authority
  - o 1 Hydrogeologist (P.Geo.) from the Ministry
- Be co-chaired by the Ministry and Conservation Ontario or a mutually agreed upon alternative to Conservation Ontario.
- The Parties agree that the Director's Committee will be responsible for overseeing the
  administrative structure, business policies, and operation of the Program; the provision
  of advice and guidance on direction and decisions on Program implementation and issue
  resolution when required; communicating committee decisions to the Program Liaison or
  PGMN Coordinator for further distribution; and overseeing the development of a
  Program planning strategy, if needed.
- Information on discussions and decisions from the Director's Committee will be shared with the PGMN Working Groups.

#### Structure and Terms of Reference for the PGMN Technical Committee

The Parties agree that the PGMN Technical Committee will:

- consist of the following parties:
  - 1-2 Ministry representatives
  - 1 representative from each of the Regional Working Groups
  - 1 representative from the SSEA.

- 1-2 representatives from the Conservation Authority Geoscience (Hydrogeology)
   Group
- 1 Conservation Ontario representatives
- Will be co-chaired by the Ministry and Conservation Ontario, or a mutually agreed upon alternative to Conservation Ontario.
- The Parties agree that the Technical Committee will be responsible for the provision of advice and guidance in the development of technical protocols for use in Program activities, ensuring technical validity of the network, the resolution of technical network operational issues including equipment maintenance, the development of proposals pertaining to the technical enhancement of the Program, the development of water sampling schedules, the selection of parameters for routine water quality analyses, the development of proposals for the analyses of non-routine chemical analyses, the identification of issues that need to be raised to the Director's Committee for guidance or decisions, communicating Committee decisions to the Program Liaison or PGMN Coordinator for further distribution, etc., and providing technical advice into the development of a Program planning strategy, when required.
- Information on discussions and decisions from the Technical Committee meetings will be prepared by members of the committee on a rotational basis and circulated to the Working Groups

#### Structure and Terms of Reference for the PGMN Regional Working Groups

The Parties agree that there will be at least four Regional Working Groups based on the geographical locations of the CAs as follows: Southwestern, Central, Eastern, and Northern.

The Parties agree that the PGMN Regional Working Groups will consist of the following:

- 1-2 representatives from the each of the CAs in either the Southwestern, Central, Eastern, and Northern regions.
- 1-2 representatives from the Ministry and Conservation Ontario.
- 1-2 representatives from Severn Sound Environmental Association (SSEA) for the Northern Working Group

The Parties agree that each of the Regional Working Groups will be chaired by a representative from one of the CAs within the jurisdiction of the Working Group.

The Parties agree that the Regional Working Groups will be responsible for setting a forum for those individuals involved in the PGMN Program to exchange information, experiences, and ideas; to allow for efficient training and technology transfer from the Ministry to the CAs, to become aware of local and emerging issues, and to identify issues that need to be raise at the Technical Committee and Director's Committee.

Information on discussions and decisions from the Working Group Meetings will be prepared by members of the group on a rotational basis and circulated to the Technical Committee.

#### **SCHEDULE "B"**

#### CONSTRUCTION OF NEW PGMN WELLS

#### The Parties agree that:

- The Ministry will provide funding, up to \$7500.00\*, to the participating CA for the following inclusive activities:
  - The construction of each new, mutually agreed upon proposed monitoring well for incorporation into the PGMN Program,
  - Hydrogeological services required to select a suitable location for the agreed upon, proposed well, and
  - Supervisory services required during the construction of the agreed upon, proposed well.

#### o The CA will:

- Prior to construction of the agreed upon proposed well, arrange for permission from the land owner to construct the well and for long-term access to the well by both the CA and the Ministry, through a mutually agreed upon CA- Land Owners Agreement.
- Arrange for the construction of each mutually agreed upon proposed monitoring well for incorporation into the PGMN Program,
- Ensure that each new well is constructed as per regulatory requirements and any additional standards, procedures and protocols developed for use in the Program that enhance the regulatory requirements, and
- Ensure that the construction and the supervision of construction are performed by qualified persons.

\* Note: In cases where the Parties mutually agree on the need for construction of a Program well but the construction cost is expected to exceed \$7500.00, the Parties agree to work together on a case-by-case basis to explore options on how to proceed with the construction of the well.

In cases where a Program well requires repair, the Parties agree to work together on a case-by-case basis to ensure that the well is either repaired or decommissioned as per Schedule "D".

Ministry funding to the CAs or Conservation Ontario for the construction of new PGMN Program wells or Program well repair, will be provided pursuant to the terms of a Memorandum of Understanding that is linked to the PGMN Letter of Agreement, and which includes a requirement for submission to the Ministry by the CA or Conservation Ontario, as the case may be, of a written report on the status of the well construction or repair activities upon completion of the work.

#### **CHEDULE "C"**

# MAINTENANCE, REPAIR, AND REPLACEMENT OF EQUIPMENT IN PGMN WELLS

The Parties agree to the following definitions and roles and responsibilities pertaining to equipment maintenance, repair and replacement:

#### Equipment Maintenance:

Equipment "maintenance" involves the following:

- routine and diagnostic checking and cleaning of equipment in and associated with the well, according to manufacturer's specifications or according to agreed-upon schedules made between the Ministry and the CA (with a general target of once every 6 months), to ensure optimum working condition of the equipment;
- reporting of malfunctioning or non-functioning equipment by the CA to the Ministry within a one week time frame to allow for continued optimal operation of the Program;
- removal and re-insertion of equipment where permitted under regulation; and
- the purchase, shipping costs and replacement of small miscellaneous pieces of equipment (clamps, buckets, locks, etc.) associated with the Program equipment at the well site, not to exceed \$150/well per year.

#### **Equipment Repair and Replacement:**

Equipment "repair and replacement" involves the arrangement for, and the costs associated with, equipment repair or replacement that is owned by the Province, including shipping costs.

#### Roles and Responsibilities

The Parties agree to the following roles and responsibilities associated with equipment maintenance, repair and replacement:

- The CA is responsible for equipment maintenance as defined in this Agreement
- The Ministry is responsible for the equipment repair and replacement as defined in this Agreement.

<u>Equipment Maintenance, Repair and Replacement - Roles and Responsibilities under Potential Side-Agreements made with other Parties</u>

#### The Parties agree that:

• Any potential side agreements contemplated with other parties will first be discussed between the CA, the Ministry, and the owner of the well.

- Details pertaining to the maintenance, repair and replacement of equipment that is anticipated to be introduced into the Program well under a potential side- agreement, will be determined on a case-by-case basis during the discussion of the side agreement among the CA, Ministry and the owner of the well.
- Only after concurrence is reached between the CA, the Ministry, and the owner of the well regarding the maintenance, repair and replacement of the equipment to be installed into the Program well, will the side-agreement be pursued with the other party(s).

#### SCHEDULE "D"

#### **DECOMMISSIONING OF PGMN PROGRAM WELLS**

The Parties agree that the funding\* for the decommissioning of PGMN Program wells will be determined on a case-by case basis in discussion between the Ministry, the CA and, the owner of the well.

The Parties agree that in determining the funding arrangements for the decommissioning of Program wells the following will be considered:

- Whether the well is being removed from the Program because:
  - i. the well owner will no longer permit the well to be used in the Program
  - ii. the well does not provide useful/meaningful information
- Whether the well was:
  - constructed specifically for the PGMN Program, partially or fully financed by the Ministry, and constructed by a qualified person under contract with the CA,
  - captured into the PGMN Program from past Ministry monitoring Programs or special studies,
  - incorporated into the PGMN Program, as previously constructed, privately-owned wells,
  - captured into the PGMN Program from special studies undertaken by the Oak Ridges Moraine Coalition – not financed by the Ministry, and constructed by qualified persons under contract with the CA,
  - captured into the PGMN Program from special studies undertaken by the Ministry of Northern Development and Mines – not financed by the Ministry, and not constructed under contract with the CA.
- Whether the owner of the land on which the well is located is:
  - a private individual or corporation,
  - a Conservation Authority or municipality, or
  - the Crown.
- Whether eligibility for funding is available through a well decommissioning/rehabilitation incentive program.

#### \* Note:

Ministry funding to the CAs or Conservation Ontario for the decommissioning of PGMN Program wells will be subject to the terms of a funding agreement that is separate and apart from the PGMN Ministry – CA Agreement. Terms of the agreement will include a requirement for submission of a written report to the Ministry on the status of the well decommissioning activities upon completion of the work.

#### **SCHEDULE "E"**

# PGMN PROTOCOL FOR ACTIONS (EXCEEDENCE PROTOCOL)

#### Abbreviations:

MOECC: Ontario Ministry of the Environment and Climate Change

EMRB: Environmental Monitoring and Reporting Branch of the Ontario Ministry of the

**Environment and Climate Change** 

ODWQS: Ontario Drinking Water Quality Standard, as per Regulation 169 of the Safe

Drinking Water Act, 2002 (Ont.)

Program

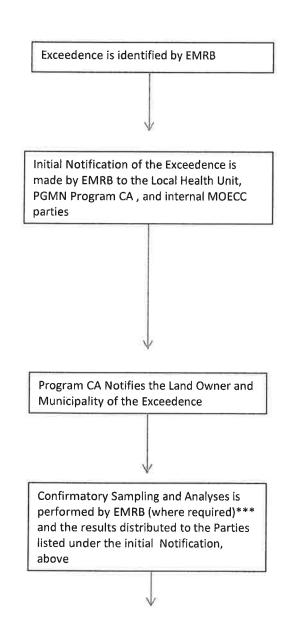
CA: Provincial Groundwater Monitoring Network Program CA

Land

Owner: The owner of the land on which the PGMN well is located

# Provincial Groundwater Monitoring Network Program Protocol - For- Actions (Exceedence Protocol)

For use when a PGMN monitoring well reports an Exceedence of an Ontario Drinking Water Quality Standard (ODQWSO for a Health-Related parameter\* or for Sodium\*\*



Upon receipt of the chemical analyses, EMRB will review the data and identify the exceedences

- The Notification to external parties takes the form of an e-mail and contains information about the well location, well depth, depth of well intake, the rationale for the monitoring well, the parameter exceeded, the concentration reported, the ODWQS, aquifer type (bedrock or overburden) being monitored, and a location map. The turn-around time is 2 business days. The internal Notification is made by posting the above information on the Ministry EMRB s-drive.
- Program CA sends the Notification that contains the information about the well location, well number and name, the parameter exceeded, the concentration reported, and the ODWQS. The turn-around time is 2 business days.
- Required confirmatory sampling and chemical analyses are performed by EMRB and where possible with the assistance of the Program CA. Once the results are obtained, the Notification is sent within 2 business days.

Continued....

Continued....

Program CA notifies Land Owner and municipality of the confirmatory results

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Preparation of a Hydrogeological Report by EMRB using available existing information

Distribution of Hydrogeological Report by EMRB to Local Health Unit, Program CA, MOECC internal parties and other pertinent parties

Interagency meeting is potentially held between EMRB, Local Health Unit, Program CA, and other pertinent parties internal and external to the MOECC. Once the confirmatory results are obtained from EMRB, the notification turn-around time is 2 business days

EMRB prepares a Hydrogeological Report that provides a basic understanding of the hydrogeological setting, local water use, potential interactions with municipal wells, private wells and surface water features, etc. This Report is prepared only when the exceedance is first confirmed and not for subsequent reported exceedences, and not when a Groundwater Chemistry Theme Report has previously been prepared or is in preparation under this program for distribution to the above parties.

EMRB distributes the Hydrogeological Report to the listed parties prior to establishing a potential interagency meeting

meeting with the pertinent parties when requested by the Health Units, Conservation Authorities or MOECC offices, to discuss findings and any next steps that are required in the opinion of the Local Health Unit regarding further notification (eg, local physicians, dentists, public, etc.) and any necessary further actions.

Continued...

#### Continued.....

Local Health Unit to advise and implement any necessary actions / notifications from a health perspective

Follow-up actions that were decided upon at the Interagency Meeting are implemented

Local Health Unit notifies residents, local physicians, etc. of results; and Program CA notifies the Land Owner, and if appropriate, the Local Municipality

Interagency Meeting or tele-conference discussion is established by EMRB with pertinent parties to discuss any further follow-up actions or monitoring adjustments

Follow-up actions that were decided upon at the interagency meeting / teleconference discussions are implemented

Local Health Unit decides on necessary actions from a health perspective.

Follow-up actions may involve additional sampling and chemical analyses of the monitoring well and / or a select set of local private wells, notification to local physicians physicians and the public, further assessment, increased monitoring or monitoring adjustments for the well etc.

In cases where additional sampling is required, EMRB will provide the sampling bottles and chemical analyses, Public Health Units will provide the notices to the residents and local physicians and the Program CA will collect the samples, ( where possible)

EMRB analyses the samples and provides the chemical results to the Health Unit, Program CA, other pertinent parties internal and external to the MOECC

Continued....

#### Continued....

EMRB prepares either a Final EMRB prepares a final Hydrogeological Hydrogeological Report or a Memorandum and distributes it to the Report or follow-up memorandum Local Health Unit, Program CA and other pertinent parties internal and external to including decisions and implementation the Ministry. of follow up-actions **PGMN Program continues** The PGMN Protocol- For-Actions (Exceedence Protocol) applies **NOTES** to reports of exceedences of health-related Ontario Drinking Water Quality Standard parameters, as per Regulation 169 of the Safe Drinking Water Act, reported in PGMN monitoring wells. For reports of exceedences of the sodium trigger value of 20 mg/l, listed in the Ontario Ministry of Environment Technical Support Document for Ontario Drinking Water Standards, Objectives and Guidelines, June 2003; only a notification of the exceedance is released from the Ministry to the Local Health Unit, Program CA and internal MOECC parties under this Protocol. Confirmation is performed only on an initial exceedance of a health-related parameter or an agreed upon followup action between the Ministry, Local Health Unit and the CA.

# SCHEDULE "F"

### **PROGRAM LIAISON**

# The Parties agree:

 that the Ministry will provide funding to Conservation Ontario for the provision of PGMN Program liaison services on an annually negotiated basis made through separate side agreements.

#### SCHEDULE "G"

# INTELLECTUAL PROPERTY OWNERSHIP, COPYRIGHT AND RELEASE

The Parties agree to the following:

The ownership, copyright and all of the associated rights for the intellectual property supplied, generated or derived under this agreement remains with the owner of the intellectual property.

### Regarding Intellectual Property "Supplied" to the Program

The Ministry and the CA agree that the ownership, copyright and all of the associated rights of intellectual property that is brought or supplied to the Program by a party (Ministry or CA), will remain with the party supplying the property.

The owner therefore has the rights pertaining to the manner and conditions on how the property is to be released and used by external parties. These rights will be respected by the other CA and the Ministry. This property is subject to the *Freedom of Information and Protection of Privacy Act* (FIPPA).

### Regarding New Intellectual Property "Generated" by the Program

The Ministry and the CA agree that new intellectual property that is created under this cooperative agreement will be treated as "Joint Intellectual Property". The ownership, copyright, and all other rights of the intellectual property will be considered to be Joint Intellectual Property (between the Ministry and the CA) and will have no restrictions or limitations on its uses by either party.

These rights will be respected by the other CA and the Ministry. This property is subject to FIPPA.

The Ministry and the CA agree to:

- Place a copyright notice and liability and indemnification clauses (as defined in the Agreement) on the Joint Intellectual Property
- Participate in a Code of Practice (as defined in the Agreement) regarding the release of the Joint Intellectual Property to external parties

#### Regarding the Code of Practice for the Release of Jointly-owned Intellectual Property

The Ministry and CA agree to the following Code-of-Practice for the release of jointly-

### owned intellectual property:

# Release of groundwater level data :

- Notify the joint owner of the intent to release, as web-postings or in simple electronic form, raw or aggregate data generated by the Program to external parties
- Notify the joint owner of the intent to release large data sets (aggregate or raw ) generated by the Program, to external parties
- Take into consideration any concerns raised by the joint owner prior to release of the data to external parties, provided the concerns are raised in a timely manner.

#### Release of groundwater chemistry data :

- Notify the joint owner of the intent to release, raw or aggregate chemical data generated by the Program in any form to external parties
- Take into consideration any concerns raised by the joint owner prior to release of the data to external parties, provided the concerns are raised in a timely manner.

The Ministry and CA agree that jointly owned intellectual property released under the PGMN Protocol-For-Actions is exempt from the Code of Practice.

# Regarding "Unilaterally Derived" Intellectual Property from the Program (Value Added Products)

The Ministry and CA agree that the ownership, copyright and all of the associated rights of intellectual property that is derived as a value added product from the Program by a party (Ministry or CA) unilaterally will remain with the party deriving the property and will have no restrictions or limitations on its uses.

These rights will be respected by the other CA and the Ministry. This property is subject to FIPPA.

The Ministry and the CA agree to:

• Participate in a Code of Practice (as defined in the Agreement) regarding the release of unilaterally derived intellectual property to external parties.

# Regarding "Jointly Derived" Intellectual Property from the Program (Value Added Products)

The Ministry and CA agree that the ownership, copyright and all of the associated rights of intellectual property that is jointly derived as a value added product from the Program

by a party (Ministry or CA) will be considered to be jointly owned and will have no restrictions or limitations on its uses by either party.

The Ministry and the CA—agree to place a copyright notice and liability and indemnification clauses (as defined in the Agreement) on the jointly derived intellectual property

These rights will be respected by the other CA and the Ministry. This property is subject to the Freedom of Information and Protection of Privacy Act (FIPPA).

The Ministry and the CA agree to:

 Participate in a Code of Practice (as defined in the Agreement) regarding the release of jointly derived intellectual property to external parties

# Regarding the Code of Practice for the Release of Unilaterally or Jointly Derived Intellectual Property

The Ministry and CA agree to the following Code-of-Practice for the release of unilaterally or jointly derived intellectual property:

#### Release of derived products

- Notify the other party of the intent to release derived products such as maps, reports, brochures, ..etc. in any form
- Take into consideration any concerns raised by the joint owner prior to release of the data to external parties, provided the concerns are raised in a timely manner.

#### Notices:

- O Notices shall include, as a minimum, the following information:
  - Name of party requesting the data
  - The intended use of the data (including commercial or noncommercial use)
  - A description of the information being requested
  - Any restrictions being considered as a condition of release
  - The anticipated release date
  - The time frame for receiving concerns

### Regarding the Intellectual Property Generated under Side-Agreements with Other Parties

The Ministry and CA agree that the ownership, copyright and all of the associated rights of intellectual property that is generated or derived under side- agreements made with

another party involving the Program wells and or equipment will be determined as the need arises

These rights once determined will be respected by the other CA and the Ministry. This property is subject to the Freedom of Information and Protection of Privacy Act (FIPPA).

The parties (Ministry and CA) agree as a Code of Practice, to keep each other apprized of data ownership and release issues as new side-agreements are being considered.

#### Regarding Copyright Notice

#### The Parties agree:

That the CA shall place a copyright notice on all recorded Deliverables conceived of, completed or produced in performing the project, in the following form: "Queen 's Printer for Ontario and XXX CA [\*\*insert year of publication]".

And that the Ministry shall place a copyright notice on all recorded Deliverables conceived of, completed or produced in performing the project, in the following form "Queen's Printer for Ontario and XXX CA, [\* \*insert year of publication]".

### Regarding Liability and Indemnification Clauses

#### Proposed wording:

The Parties agree to use the following liability and indemnification clauses on jointly owned intellectual property that is generated by the Program and released to external parties:

For raw un-reviewed jointly-owned data:

This data has not been reviewed at this time and therefore should be considered to be preliminary in nature. The Ministry of Environment and Climate Change and the Conservation Authority do not assume any liability for any discrepancies, inaccuracies or gaps that may be present within the data. The data is considered to be Jointly Owned Intellectual Property between the Ministry of the Environment and Climate Change and the Conservation Authority.

For raw reviewed /confirmed jointly-owned data:

The Ministry of Environment and Climate Change and the Conservation Authority do not assume any liability for any discrepancies, inaccuracies or gaps that may be present within the data. The data is considered to be Jointly Owned Intellectual Property between the Ministry of the Environment and Climate Change and the Conservation Authority.

For jointly-owned data derived products:

The Ministry of the Environment and Climate Change and the Conservation Authority do not assume any liability for any discrepancies, inaccuracies or gaps that may be present within the derived product(s). The product(s) is considered to be Jointly Owned Intellectual Property between the Ministry of Environment and Climate Change and the Conservation Authority.

#### SCHEDULE "H"

### LISTING OF

# PGMN PROTOCOLS, PROCEDURES AND GUIDANCE / REFERENCE DOCUMENTS THAT ARE CURRENTLY IN EFFECT

- 1) The Provincial Groundwater Monitoring Network (PGMN) Sampling Protocol A Guide to the Collection and Submission of Groundwater Samples for Analyses, version 6: revised July 2010.
- 2) The Provincial Groundwater Monitoring Network (PGMN) Long-Term Groundwater Quality Sampling Program: Purging and Sampling Procedures (A Quick Guide for Sampling PGMN Wells Instrumented with Dedicated Pumps), revised July 2010.
- 3) The Provincial Groundwater Monitoring Network (PGMN) Program; Equipment Maintenance and Sample Collection Record, June 2011.
- 4) Guidance Document on the Review and Correction of Groundwater Level Data under the Provincial Groundwater Monitoring Network (PGMN) Program (2011).

REPORT FA 20 / 2018 : To The Full Authority

FROM: Kim Smale, General Manager / Secretary-Treasurer

SUBJECT: Canada - Ontario Lake Erie Action Plan

**DATE:** April 6, 2018

# PURPOSE:

To make the members aware of the final Canada - Ontario Lake Erie Action Plan.

#### DISCUSSION:

In February, 2018, Environment and Climate Change Canada and the Ontario Ministry of the Environment and Climate Change released the final Lake Erie Action Plan on Achieving Phosphorous Loading Reductions to Lake Erie from Canadian Sources.

This comprehensive publication has more than 120 actions identified to help reduce how much phosphorous enters Lake Erie. These actions will address harmful algal blooms and improve the health of the lake.

A copy of the Executive Summary is attached for your information. A complete version of the 81 page report can be viewed at the Environment and Climate Change Canada or Ministry of the Environment and Climate Change websites.

# RECOMMENDATION:

THAT, Report FA 20 / 2018, be received as information at this time.

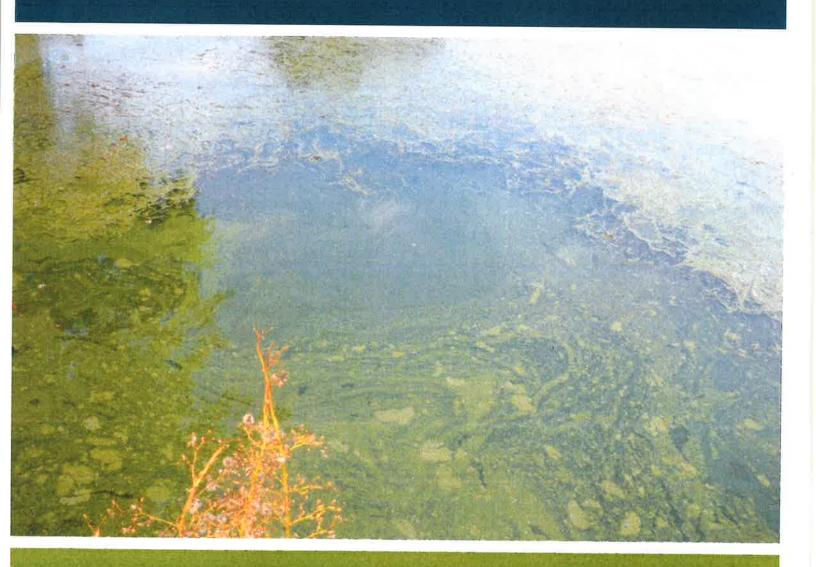
Kim Smale

General Manager / Secretary-Treasurer

# Canada-Ontario Lake Erie Action Plan

Partnering on Achieving Phosphorus Loading Reductions to Lake Erie from Canadian Sources

February 2018



Canadä



# **Executive summary**

Partnering on Achieving Phosphorus Loading Reductions to Lake Erie from Canadian Sources sets out an action plan for reducing phosphorus loadings to Lake Erie with the goal of decreasing the presence of harmful and nuisance algal blooms as well as the zones of low oxygen (hypoxia) that threaten both the ecosystem and human health.

Based on robust scientific evidence, this plan includes cost-effective, high-impact actions that reflect a collective responsibility for environmental management. It includes a variety of federal, provincial and partner actions that need to be co-ordinated and implemented by all sectors and communities in the Lake Erie basin, organized into five categories: reduce phosphorus loadings; ensure effective policies, programs and legislation; improve the knowledge base; educate and build awareness; and strengthen leadership and co-ordination.

The guiding principles of this plan include adaptive management, which will provide a mechanism for tracking progress and periodically adjusting management strategies as necessary, as well as broad engagement to ensure an open and accountable process throughout. Engagement will include governments at all levels, Indigenous communities, conservation authorities, key sectors, interest groups and the general public.

# Why phosphorus in Lake Erie is a problem

A combination of physical characteristics and surrounding land use make Lake Erie the most susceptible of the Great Lakes to eutrophication (the effect of excess phosphorus). This situation is further complicated by a changing climate, hydrological patterns and invasive species, all of which are resulting in shifting ecological systems.

Eutrophication in Lake Erie has promoted harmful blooms of cyanobacteria (blue-green algae) in the western basin; hypoxia in the central basin caused by the decomposition of dying algae; and nuisance algae in the eastern basin that can clog water intakes, impede recreational uses and degrade aquatic habitat. Cyanobacterial blooms also produce potent toxins that may threaten drinking water sources, fish populations, beach quality, coastal recreation and the overall ecological health of the lake.

There is broad consensus among the scientific community that the primary and most manageable driver of these impacts in Lake Erie is phosphorus, a nutrient that enters the lake from a variety of Canadian and U.S. sources.

Canada, Ontario, the United States and many partners have worked together to reduce phosphorus loadings to Lake Erie for more than 40 years, resulting in significant improvements through the 1970s and 1980s. However, a warming climate, and changes in the lake ecosystem, land use and management have all contributed to a resurgence of algal blooms, demanding a new approach.

Indigenous communities living within the Great Lakes basin have contributed to the protection of the Great Lakes ecosystem health. Their perspectives continue to enhance our understanding and stewardship responsibilities regarding the natural environment and water, including the Lake Erie basin and watershed.

# New phosphorus loading targets for Lake Erie

This action plan reflects commitments by Canada and Ontario and their partners under the *Great Lakes Water Quality Agreement*, 2012 (GLWQA) and the *Canada–Ontario Agreement* on *Great Lakes Water Quality and Ecosystem Health*, 2014 (COA) to reduce phosphorus entering Lake Erie.

New binational phosphorus reduction targets for Lake Erie's western and central basins and nearshore priority areas, adopted by Canada and the United States in February 2016, include:

- a 40 per cent reduction (from 2008 levels) in spring loads of total phosphorus and soluble reactive phosphorus for the Maumee River to minimize harmful algal blooms in the western basin
- a 40 per cent reduction (from 2008 levels) in phosphorus loadings to the central basin, with a new binational loading target of 6,000 tonnes per year of total phosphorus
- a 40 per cent reduction (from 2008 levels) in spring loads of total phosphorus and soluble reactive phosphorus for priority tributaries to minimize harmful algal blooms in the nearshore areas

In the absence of scientific certainty, Canada and Ontario will take a precautionary approach to address phosphorus loads to Lake Erie's eastern basin until such time that the science evolves to inform the establishment of a reduction target. In the spirit of adaptive management, the viability of setting science-based numeric targets for the eastern basin will be revisited in 2020.

The binational targets established under the GLWQA satisfy commitments made in COA to establish nutrient loading targets consistent with a healthy Great Lakes ecosystem and economy, and are being used by Canada and Ontario to drive the development and implementation of this action plan.

# Actions for reducing phosphorus levels in Lake Erie

The rationale behind this plan's five overarching categories of actions is as follows:

- Reduce phosphorus loadings: Cutting down phosphorus loadings from urban, agricultural and rural sources, and encouraging good environmental stewardship are core to reversing the present state of Lake Erie.
- Ensure effective policies, programs
   and legislation: Efforts by federal and
   provincial governments to reduce phosphorus
   loadings over the years have been effective.
   Enhancing, strengthening and building
   on these tools will help manage excess
   phosphorus inputs to aquatic ecosystems.
- Improve the knowledge base: Research, modelling and monitoring programs provide essential data to help us understand the effectiveness of our actions, how phosphorus enters Lake Erie, and the factors (such as climate change) contributing to the development of algal blooms and hypoxia. This data is also used to track spatial and temporal changes to the Lake Erie ecosystem, and more specifically to the nearshore and offshore waters and the watersheds.
- Educate and build awareness: Advancing awareness of and knowledge about phosphorus sources and impacts, as well as what can be done by the Lake Erie community to address phosphorus loadings from these sources, will contribute to reducing phosphorus in the lake.
- Strengthen leadership and co-ordination: Successful implementation of the plan will require expanding partnerships to include partners external to government, enhancing the current level of co-ordination by clarifying roles and responsibilities, and strengthening the effectiveness of existing committees and other governance structures.

# Making this action plan a reality

Achieving the phosphorus reduction targets and commitments under the GLWQA and COA will require significant change across the Lake Erie basin, including the adoption of a multi-barrier approach across all phosphorus sources.

Ontario also has a number of other nutrient commitments relating to Lake Erie, which will also be delivered through this action plan, including the *Great Lakes Protection Act, 2015*, the *Western Basin of Lake Erie Collaborative Agreement* between the Premier of Ontario and the Governors of Michigan and Ohio, and the Great Lakes Commission's *A Joint Action Plan for Lake Erie* with U.S. states.

Implementation therefore requires:

- Adaptive management: Such an approach, supported by strong monitoring, research and modelling efforts for Lake Erie will, provide a framework for ongoing assessment of progress toward targets and adjustments to management actions over time.
- Strong governance: Managing phosphorus loads and delivering on an action plan will be a complex and challenging task that will require strong governance and co-operation among all involved, including several levels of government, Indigenous communities, key sectors, and a broad network of partners.

• Effective engagement of accountable partners: Excess phosphorus and the associated algal blooms pose a threat to water quality and drinking water supplies for hundreds of thousands of Ontarians in the Lake Erie basin. Effective engagement of partners and the general public must be an integral part of implementing the action plan.

# Next steps for the Lake Erie action plan

As our knowledge of the lake's ecosystem improves, adaptive management will encourage regular plan review and guide adjustments to its management strategies to increase their effectiveness and ensure continued progress.

To that end, this action plan will be reviewed and revised every five years, beginning in 2023 and every five years thereafter.

Each participating agency has its own system for data management and reporting, and each is committed to making this data available to a broader audience through the COA. In the future, this may involve the development of portals to support the sharing of scientific data and reports across different platforms. Reporting will be co-ordinated through the COA Nutrients Annex Committee and made available to partners, stakeholders and the public.

**Correspondence: To The Full Authority** 

FROM: Kim Smale, General Manager / Secretary - Treasurer

**SUBJECT:** Correspondence Register, March 1<sup>st</sup> – 31<sup>st</sup>, 2018

**DATE:** March 31<sup>st</sup>, 2018

#### **GOVERNMENT AGENCIES**

# Ministry of Environment and Climate Change, Toronto

- e-mail "Ontario Water Managers Workshop Invitation"

# Ministry of Natural Resources and Forestry, Peterborough

- e-mail "Ontario Woodlot Association and Ducks Unlimited Canada Partnership"
- e-mail "Notice of Upcoming Level 1 and 2 Tree Marking Courses"
- e-mail "Schedule for MFPA Workshops Spring 2018"
- e-mail "Section 39 Year End Summary Report 2017 18"
- e-mail "Ontario Low Water Response Funding Invoice Request"
- e-mail "Conservation Land Tax Incentive Program 2019 Scheduled Properties"
- e-mail "Section 39 Budget Summary Request 2018 19"
- e-mail "Managed Forest Tax Incentive Program Stewardship Portal Update"

# Ministry of Tourism, Culture and Sport, Toronto

 notice that our application to the Celebrate Ontario 2018 Program was not selected for funding.

# **CONSERVATION AUTHORITIES**

# Conservation Ontario

- e-mail "Canada Agricultural Funding Program for Organizations and Collaborations"
- e-mail "CO Council Distribution Updates"
- e-mail "Mutual Assistance Agreement CA's"
- e-mail "Property Insurance Definition of Flood"
- e-mail "Conservation Ontario's Comments on EBR # 013 1661"
- e-mail "Council Vote Required"
- e-mail "Low Carbon Economy Challenge"
- e-mail "CO Draft Submission on Watershed Planning Guidance"
- e-mail "Provincial Groundwater Monitoring Network Partnership Agreement"

### **MUNICIPALITIES**

### Municipality of Central Elgin

- a copy of Council's Resolution approving Central Elgin's apportionment of the 2018 CCCA Levy in the amount of \$80,664.83, including the Special Planning Levy.

# Township of Malahide

- a copy of a Resolution authorizing Higgs Construction Limited to remove the dragline that is used for ice breaking services in Port Bruce as of March 16, 2018.
- a Notice of Meeting to consider the Engineer's Report for the J.F. O' Brien Municipal Drain.
- a Notice of Sitting of Court of Revision regarding the Mount Salem Drain Reassessment.

# **GENERAL CORRESPONDENCE**

# **Annual Reports**

- Mississippi Valley C.A., Long Point Region C.A., Lakehead Region C.A.

### **Magazines**

Water Canada

#### **Newsletters**

 Elgin Middlesex Woodlot Owner's Association, Ontario Maple Syrup Producer's Association, Ontario Woodlot Association, Conservation Ontario

# Ontario Maple Syrup Producer's Association, Kemptville

- a copy of their Strategic Plan for 2018 - 2023.

# Ontario Police College, Aylmer

- notice of a Path of Honour Committee meeting scheduled for April 11th, 2018.

Kim Smale

General Manager / Secretary - Treasurer