

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 CCCA Boardroom on
Friday, August 10th, 2018, commencing at **11:00 a.m.**

A G E N D A

- 1) Welcome / Call to Order. Rick Cerna
- 2) Adoption of Agenda
- 3) Disclosure of Pecuniary Interest and the General Nature Thereof
- 4) Disclosure of Intention to Audio / Video Record Meeting
- 5) Adoption of Minutes of:
 - a) Full Authority Meeting #05/2018 (June 14, 2018). 3-6
 - b) Interview Committee Meeting # IC 03/2018 (June 18, 2018). 7
- 6) Business Arising from Minutes
- 7) Public / Special Delegations
- 8) Reports:
 - a) Report FA 39/2018 - Monthly Staff Reports. 8-10
(Tony Difazio, Peter Dragunas, Dusty Underhill)
 - b) Report FA 40/2018 - June Summary of Revenue & Expenditures. 11-12
(Susan Simmons)
 - c) Report FA 41/2018 - Accounts Paid. 13
(Susan Simmons)
 - d) Report FA 42/2018 - July Summary of Revenue & Expenditures. 14-15
(Susan Simmons)
 - e) Report FA 43/2018 - Accounts Payable 16
(Susan Simmons)
 - f) Report FA 44/2018 - Conservation Ontario Council Meeting.. . . . 17-19
(Kim Smale)
 - g) Report FA 45/2018 - Monthly Plan Review 20-22
(Tony Difazio)
 - h) Report FA 46/2018 - Approved Section 28 Regulation Applications. 23-24
(Tony Difazio)

- i) Report FA 47/2018 - New Ministry and Minister Announcement. 25
(Kim Smale)
- j) Report FA 48/2018 - Source Water Protection Data Sharing Agreement. 26-36
(Kim Smale)
- k) Report FA 49/2018 - Catfish Creek Low Water Update. 37-39
(Peter Dragunas)
- l) Report FA 50/2018 - By - Law Enforcement Services. 40-51
(Kim Smale)
- m) Report FA 51 /2018 - Conservation Areas Workshop Conference. 52
(Kim Smale)
- 9) General Manager / Secretary-Treasurer's Report. Kim Smale
- 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 June, 2018.
 - Correspondence Register for July, 2018.
- 14) Closed Session:
- 15) Next Meeting / Adjournment

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

Thursday, June 14th, 2018

Meeting #05/2018

PRESENT:

Rick Cerna	Chairperson	Township of Malahide
Mark Tinlin	Vice-Chairperson	City of St. Thomas
Sally Martyn	Member	Municipality of Central Elgin
David Mayberry	Member	Township of South - West Oxford
Arthur Oslach	Member	Town of Aylmer

STAFF:

Kim Smale	General Manager / Secretary – Treasurer
Susan Simmons	Financial Services Coordinator
Tony Difazio	Resource Planning Coordinator
Peter Dragunas	Water Management Technician
Dusty Underhill	Conservation Areas Supervisor
Tiffany Kalita - Guay	Program Support Assistant

OTHERS PRESENT:

David Harding	Lake Erie North Shore Landowners Association
Craig Bradford	Reporter, The Aylmer Express

WELCOME / CALL TO ORDER:

Chairperson Cerna welcomed everyone and called the meeting to order at (10:00 a.m.).

ADOPTION OF AGENDA:

The General Manager / Secretary-Treasurer asked permission to add Report FA 38/2018 – July Full Authority Meeting, to the Agenda as Item 8(i).

<u>Motion # 61/2018</u>	S. Martyn	D. Mayberry	CARRIED
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THAT, the Agenda for the June 14th, 2018, Full Authority meeting be adopted as amended.

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:

<u>Motion # 62/2018</u>	D. Mayberry	S. Martyn	CARRIED
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THAT, the Minutes of Full Authority meeting # 04/2018 (May 10, 2018), be accepted as circulated.

<u>Motion # 63/2018</u>	D. Mayberry	M. Tinlin	CARRIED
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THAT, the Minutes of Health and Safety Committee meeting #HS 01/2018 (June 8, 2018), be accepted as circulated.

BUSINESS ARISING FROM MINUTES:

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

PUBLIC / SPECIAL DELEGATIONS:

None

REPORTS:

Report FA 30/2018 – Monthly Staff Reports, was presented, discussed, and resolved.

Motion # 64/2018 S. Martyn M. Tinlin CARRIED

THAT, Staff Reports for the month May, 2018, be noted and filed.

Report FA 31/2018 – May Summary of Revenue and Expenditures, was presented, discussed, and resolved.

Motion # 65/2018 M. Tinlin D. Mayberry CARRIED

THAT, Report FA 31/2018, be noted and filed.

Report FA 32/2018 – Accounts Payable, was presented, discussed, and resolved.

Motion # 66/2018 M. Tinlin S. Martyn CARRIED

THAT, Accounts Payable totaling \$50,670.91, be approved for payment as presented in Report FA 32/2018.

Report FA 33/2018 – Monthly Plan Review, was presented, discussed, and resolved.

Motion # 67/2018 M. Tinlin D. Mayberry CARRIED

THAT, the Full Authority approve the Monthly Plan Review Report for the months of March, April, and May, 2018.

Report FA 34/2018 – Springwater Television Advertising Campaign, was presented, discussed, and resolved.

Motion # 68/2018 S. Martyn D. Mayberry CARRIED

THAT, the Full Authority authorize staff to renew the 2018 television advertising campaign with CTV London for the Springwater Conservation Area as outlined in Report FA 34/2018.

Report FA 35/2018 – Memorandum Of Agreement, was presented, discussed, and resolved.

Motion # 69/2018 M. Tinlin S. Martyn CARRIED

THAT, the Full Authority approve the Memorandum Of Agreement between Ducks Unlimited Canada and the Catfish Creek Conservation Authority as presented in Report FA 35/2018.

Report FA 36/2018 – Administrative By-Law Model, was presented, discussed, and resolved.

Motion # 70/2018 S. Martyn D. Mayberry CARRIED

THAT, Report FA 36/2018, be received as information at this time.

Report FA 37/2018 – CCCA Administrative By-Law, was presented, discussed, and resolved.

Motion # 71/2018 M. Tinlin S. Martyn CARRIED

THAT, the Catfish Creek Conservation Authority Administration Regulation made by the Minister of Natural Resources dated February 7th, 1985, and the Generic Regulations, Procedures and Rules of Order adopted by the Full Authority in Motion #56/85 are hereby revoked, and further;

THAT, the new Administrative By-Law for the Catfish Creek Conservation Authority attached to Report FA 37/2018, be adopted as presented.

Report FA 38/2018 – July Full Authority Meeting, was presented, discussed, and resolved.

Motion # 72/2018

D. Mayberry

M. Tinlin

CARRIED

THAT, the Chairperson, Vice-Chairperson and General Manager / Secretary-Treasurer be authorized to discharge the Accounts Payable for July, 2018; and further,

THAT, the Personal / Finance Committee be given to the power to deal with any urgent business matters that may arise prior to the next Full Authority meeting.

GENERAL MANAGER / SECRETARY - TREASURER'S REPORT:

a) Conservation Land Tax Incentive Program:

The Ministry of Natural Resources and Forestry has approved the additional 46.5 acres of land purchased by the CCCA at the Yarmouth Natural Heritage Area as eligible under the Conservation Land Tax Incentive Program.

b) General Manager / Secretary-Treasurer Appointment:

The Long Point Region Conservation Authority has appointed Judy Maxwell as their new General Manager / Secretary-Treasurer. Judy has been the acting General Manager / Secretary-Treasurer at the Long Point Region Conservation Authority since December, 2017.

UNFINISHED BUSINESS:

None

CHAIRPERSON'S / BOARD MEMBER'S REPORT:

Member Oslach voiced his concerns with the recent decision to allow the cutting of a Kentucky Coffee-tree at the corner of Elm Street and Talbot Street in the Town of Aylmer because of road construction work. The Kentucky Coffee-tree is listed as Threatened on the Species at Risk in Ontario (SARO) List.

NOTICE OF MOTIONS / NEW BUSINESS:

a) Program Manager – Active Naturally Initiative Interviews:

The Interview Committee decided on Monday, June 18th, 2018, at 1:00 p.m. to conduct interviews for the above noted position.

CORRESPONDENCE:

a) Copied:

- None

b) Not Copied:

- Correspondence Register for May, 2018.

Motion # 73/2018

S. Martyn

M. Tinlin

CARRIED

THAT, the Correspondence Register for May, 2018, be noted and filed.

COMMITTEE OF THE WHOLE:

Motion # 74/2018

M. Tinlin

D. Mayberry

CARRIED

THAT, the Full Authority adjourn to the Committee of the Whole to discuss one matter of litigation at (10:41 a.m.).

Motion # 75/2018

S. Martyn

M. Tinlin

CARRIED

THAT, the Committee of the Whole rise without report at (10:57 a.m.).

NEXT MEETING / ADJOURNMENT:

The next meeting of the Catfish Creek Conservation Authority was rescheduled from August 9th, 2018, to August 10th, 2018, commencing at (11:00 a.m.).

Motion # 76/2018

D. Mayberry

O. Oslach

CARRIED

THAT, the Full Authority be adjourned at (11:01 a.m.).

General Manager / Secretary-Treasurer

Authority Chairperson

**Minutes Of The Meeting Of The Catfish Creek Conservation Authority
Interview Committee**

Monday, June 18th, 2018

Meeting # IC 03/2018

PRESENT:

Rick Cerna	Authority Chairperson	Township of Malahide
Sally Martyn	Committee Member	Municipality of Central Elgin

STAFF:

Dusty Underhill Conservation Areas Supervisor

The meeting was called to order at (1:00 p.m.).

Disclosure Of Pecuniary Interest:

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

The purpose of the meeting was to interview applicants for the 12 month contract position of Program Manager for the Active Naturally Initiative advertised in the St. Thomas Times Journal and the Aylmer Express newspapers on May 30th, 2018.

A total of six (6) candidates were contacted to be interviewed for the position.

At the conclusion of the interview process, the Interview Committee selected Larissa Breedyk as their first choice for the position and Emily Febrey as the alternate. The Conservation Areas Supervisor was directed to check references for the two (2) candidates prior to notifying the successful applicant.

The meeting was adjourned at (4:30 p.m.).

Rick Cerna
Authority Chairperson

Sally Martyn
Committee Member

REPORT FA 39 / 2018: To The Full Authority

FROM: Resource Planning Coordinator
Water Management Technician
Conservation Areas Supervisor

SUBJECT: Monthly Staff Reports

DATE: July 31, 2018

Resource Planning Coordinator, Tony Difazio

Current Activities:

- Completed four (4) tall grass prairie plantings throughout the watershed;
- Initiate the final phase of wetland enhancement projects at the Yarmouth Natural Heritage Area;
- Vegetation management of newly established tall grass prairie sites at the Yarmouth Natural Heritage Area;
- Site preparation on private properties for potential tall grass prairie plantings this fall;
- Completion of a wetland restoration project on Calton Line; and,
- Attended the 2018 Elgin Stewardship Council Field Tour to view restoration projects in Elgin County.

Upcoming Activities:

- Implement stewardship restoration projects on private and CA owned properties;
- Supervision of the Aylmer District Ministry of Natural Resources and Forestry 'Stewardship Rangers' with various conservation projects at the Yarmouth Natural Heritage Area;
- Development / Update of Regulation Policies; and,
- Regular duties as assigned.

Water Management Technician, Peter Dragunas

Current Activities:

- 2018 Ontario Low Water Response monitoring, evaluation and data analysis for low water compilations, projections and essential changes of the low water benchmarks and threshold criteria.
- Site visits with landowners throughout the Catfish Creek watershed regarding water quantity and irrigation management interests.
- Site visits with landowners to discuss the CCCA 2019 Tree Planting Program.
- Provincial Groundwater Monitoring Network (PGMN) well maintenance and data acquisition.
- Permit To Take Water (PTTW) application renewal assistance.
- Data acquisition to create interactive administration tools for the Springwater Campground.
- Provided input to the MNRF Service Delivery Review Committee on the Flood Forecast and Warning and Natural Hazards Program.

Upcoming Activities:

- Ongoing 2018 low water season monitoring, assessments, and updates.
- Hydrometric station maintenance.
- Continued site visits with landowners to discuss / assist with CCCA 2019 Tree Planting Program.
- Regular duties as assigned.

Conservation Areas Supervisor, Dusty Underhill

Current Activities:

- Provided Environmental Education Programs to approximately 152 children and adults visiting the Springwater Conservation Area;
- Held the 24th Annual VanFest with 1,500 people in attendance for the Saturday Show and Shine;
- Sourced out a dumpster for recycling for the Springwater Campground;
- Day - to - day operations and maintenance of the various Conservation Areas;
- Seasonal Campers' administration;
- Hosted the Annual Plains Church Campout June 14th-17th in the Springwater Campground;
- Hosted the Barrows Family Jamboree June 29th- July 2nd in the Springwater Campground;
- Canada Day weekend was a huge success with every site being rented and overflow areas utilized. No problems or evictions to report;
- Installed the new TD Friends of the Environment trail signs at both the Yarmouth Natural Heritage Area and the Archie Coulter Conservation Area;
- Hosted the Annual Southwestern Ontario Alcoholics Anonymous regional picnic July 13th-July 15th in the Springwater Campground;
- Hosted Pawsitively Elgin, a new event this year focused around the ever popular world of dogs, including an agility course and dog dock jumping trials;
- Worked with the Stewardship Ranger Program through the Ministry of Natural Resources and Forestry to eradicate Black Locust which was intruding into the prairie grasslands at the Yarmouth Natural Heritage Area;
- Worked at the OPC Path of Honor to remove all weeds and grasses from the walkways and the rock circle.

Upcoming Activities:

- Hosting the Annual Fred Eaglesmith Charity Picnic August 17th-19th;
- Hosting day camps for approximately 130 youth from the Milestones Program;
- Ongoing day-to-day operations, maintenance and security at the various Conservation Areas;
- Assisted the Visitor Services Coordinator with day camp programming activities at the Springwater Conservation Area;
- Seasonal Camper administration;
- Hazard tree removal, firewood processing and general maintenance and operations;
- Regular duties as assigned.

Recommendation:

That, Staff Reports for the months of June and July, 2018, be noted and filed.

for Kim Snale
Tony Difazio
Resource Planning Coordinator

for Kim Snale
Peter Dragunas
Water Management Technician

for Kim Snale
Dusty Underhill
Conservation Areas Supervisor

REPORT FA 40 / 2018 : To The Full Authority
 FROM: Susan Simmons, Financial Services Coordinator
 SUBJECT: June Summary of Revenue & Expenditures
 DATE: June 30, 2018

SUMMARY OF REVENUE
 for the period ending June 30, 2018

	2018 Budget	2018 To Date	Difference	Budget vs 2018 YTD %	2017 To Date
MNRF Provincial Grants	\$ 79,835.00	\$ -	\$ (79,835.00)	0.00%	\$ -
Other Provincial Grants	\$ 61,355.81	\$ 70,004.22	\$ 8,648.41	114.10%	\$ 50,258.38
Federal Grants	\$ 23,650.00	\$ 50,000.00	\$ 26,350.00	211.42%	\$ 20,987.10
General Levy	\$ 288,249.24	\$ 279,306.64	\$ (8,942.60)	96.90%	\$ 206,841.29
Special Benefiting Levy	\$ 66,137.88	\$ 8,250.00	\$ (57,887.88)	12.47%	\$ 8,250.00
Employment Program Grants	\$ 21,000.00	\$ -	\$ (21,000.00)	0.00%	\$ -
Donations/Sponsorships	\$ 31,200.00	\$ 26,644.21	\$ (4,555.79)	85.40%	\$ 49,555.64
Conservation Areas Revenue	\$ 507,500.00	\$ 411,328.73	\$ (96,171.27)	81.05%	\$ 381,247.77
Maple Syrup Revenue	\$ 54,100.00	\$ 65,492.17	\$ 11,392.17	121.06%	\$ 47,644.76
Bank Interest Earned	\$ 3,500.00	\$ 654.67	\$ (2,845.33)	18.70%	\$ -
Information & Education	\$ 6,700.00	\$ 1,538.24	\$ (5,161.76)	22.96%	\$ 1,251.50
Legal Inquiries/Permit Applications	\$ 5,000.00	\$ 1,681.41	\$ (3,318.59)	33.63%	\$ 3,128.31
Trees/Planting/Spraying	\$ 4,250.00	\$ 738.72	\$ (3,511.28)	17.38%	\$ 738.72
Woodlot Management	\$ 1,000.00	\$ 973.46	\$ (26.54)	97.35%	\$ 1,460.17
Watershed Stewardship Projects	\$ -	\$ 10,000.00	\$ 10,000.00		\$ 8,500.00
Water Quality/Quantity Programs	\$ 500.00	\$ -	\$ (500.00)	0.00%	\$ -
Revenue from Other C.A. Lands	\$ 12,680.00	\$ 13,466.37	\$ 786.37	106.20%	\$ 13,951.21
Other Revenue	\$ 4,000.00	\$ -	\$ (4,000.00)	0.00%	\$ 5,491.53
Contract Services	\$ -	\$ 300.00	\$ 300.00		\$ -
Vehicle & Equipment Rental Recoveries	\$ 38,175.00	\$ 19,099.07	\$ (19,075.93)	50.03%	\$ 14,410.43
Previous Year Surplus (Deficit)	\$ 1,169.70	\$ 1,169.70	\$ -	100.00%	\$ (10,490.46)
Income Appropriation from Special Reserves	\$ 30,044.83	\$ -	\$ (30,044.83)	0.00%	\$ -
Income Appropriation from General Reserves	\$ 83,779.48	\$ -	\$ (83,779.48)	0.00%	\$ -
	<u>\$ 1,323,826.94</u>	<u>\$ 960,647.61</u>	<u>\$ (363,179.33)</u>	<u>72.57%</u>	<u>\$ 803,226.35</u>

	2018 Budget	Received To Date	Difference
DONATIONS/SPONSORSHIPS			
Fish Stocking	\$ 1,000.00	\$ 1,000.00	\$ -
Springwater Event Sponsorships	\$ 1,000.00	\$ 500.00	\$ (500.00)
Annual Report	\$ 1,250.00	\$ 1,250.00	\$ -
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	\$ 8,500.00	\$ 2,500.00
Springwater Forest Trails	\$ 9,000.00	\$ 4,989.76	\$ (4,010.24)
Archie Coulter C.A. Trails	\$ 700.00	\$ 614.65	\$ (85.35)
YNHA	\$ -	\$ 60.00	\$ 60.00
Springwater C.A. Development	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00
Ontario Police College Path of Honour	\$ 1,500.00	\$ -	\$ (1,500.00)
TOTAL Donations/Sponsorships	<u>\$ 31,200.00</u>	<u>\$ 26,644.21</u>	<u>\$ (4,555.79)</u>

SUMMARY OF EXPENDITURES

for the period ending June 30, 2018

	2018 Budget	2018 To Date	Difference	Budget vs 2018 YTD %	2017 To Date
ADMINISTRATION					
A-1 Wages & Benefits	\$ 96,050.23	\$ 49,636.81	\$ 46,413.42	51.68%	\$ 49,130.06
A-2 Travel Exp. & Allow.	\$ 9,030.75	\$ 468.55	\$ 8,562.20	5.19%	\$ 398.03
A-3 Equip. Purchase & Rental	\$ 9,225.00	\$ 4,674.37	\$ 4,550.63	50.67%	\$ 3,615.86
A-4 Materials & Supplies	\$ 4,350.00	\$ 2,324.65	\$ 2,025.35	53.44%	\$ 1,263.58
A-5 Rent & Utilities	\$ 15,274.64	\$ 4,289.09	\$ 10,985.55	28.08%	\$ 5,109.09
A-6 General Expenses	\$ 40,286.00	\$ 34,467.73	\$ 5,818.27	85.56%	\$ 32,987.60
TOTAL	\$ 174,216.62	\$ 95,861.20	\$ 78,355.42	55.02%	\$ 92,504.22
FLOOD FORECASTING & WARNING					
F4-2 Flood Control Structures	\$ 11,558.29	\$ 5,056.23	\$ 6,502.06	43.75%	\$ 5,818.65
F4-4 Flood Forecasting & Warning	\$ 160,877.33	\$ 83,332.99	\$ 77,544.34	51.80%	\$ 75,359.20
F4-5 Ice Management	\$ 65,887.88	\$ 22,873.34	\$ 43,014.54	34.72%	\$ 74,196.14
F4-6 Plan Input	\$ 35,863.55	\$ 19,755.33	\$ 16,108.22	55.08%	\$ 17,128.51
F4-71 Watershed Planning	\$ 11,277.73	\$ 5,409.73	\$ 5,868.00	47.97%	\$ 6,492.38
F4-72 Technical Studies (GIS)	\$ 13,345.09	\$ 13,504.90	\$ (159.81)	101.20%	\$ 3,437.73
TOTAL	\$ 298,809.87	\$ 149,932.52	\$ 148,877.35	50.18%	\$ 182,432.61
OTHER PROGRAM AREAS					
B-1 Information & Education	\$ 35,639.80	\$ 5,849.15	\$ 29,790.65	16.41%	\$ 8,129.06
E-1 Extension Services - Tree Planting Community Forest	\$ 34,861.84	\$ 24,192.77	\$ 10,669.07	69.40%	\$ 31,401.84
E-1 Extension Services - Woodlot Management	\$ 6,826.99	\$ 3,179.48	\$ 3,647.51	46.57%	\$ 2,762.48
E-1 Extension Services - Watershed Stewardship	\$ 33,435.34	\$ 26,444.65	\$ 6,990.69	79.09%	\$ 22,746.49
E4-1 Fish & Wildlife Habitat	\$ -	\$ -	\$ -		\$ -
TOTAL	\$ 110,763.97	\$ 59,666.05	\$ 51,097.92	53.87%	\$ 65,039.87
CAPITAL & SPECIAL PROJECTS					
Water Management Programs	\$ 24,855.81	\$ 5,853.44	\$ 19,002.37	23.55%	\$ 11,168.93
Springwater C.A. Development	\$ 23,546.16	\$ -	\$ 23,546.16	0.00%	\$ 7,983.96
Special Projects & Contract Services	\$ 3,000.00	\$ 1,789.43	\$ 1,210.57	59.65%	\$ 7,159.17
TOTAL	\$ 51,401.97	\$ 7,642.87	\$ 43,759.10	14.87%	\$ 26,312.06
CONSERVATION AUTHORITY LANDS					
Springwater Operation & Maint	\$ 519,792.63	\$ 172,250.88	\$ 347,541.75	33.14%	\$ 181,191.04
Vehicle & Equipment Pool Exp.	\$ 44,330.00	\$ 21,525.24	\$ 22,804.76	48.56%	\$ 31,433.84
Maple Syrup	\$ 60,100.00	\$ 61,993.71	\$ (1,893.71)	103.15%	\$ 48,312.06
Other C.A. Lands	\$ 64,411.88	\$ 14,109.60	\$ 50,302.28	21.91%	\$ 14,533.90
TOTAL	\$ 688,634.51	\$ 269,879.43	\$ 418,755.08	39.19%	\$ 275,470.84
APPROPRIATION TO GENERAL RESERVES	\$ -	\$ -	\$ -		\$ -
APPROPRIATION TO SPECIAL RESERVES	\$ -	\$ -	\$ -		\$ -
GRAND TOTAL	\$ 1,323,826.94	\$ 582,982.07	\$ 740,844.87	44.04%	\$ 641,759.60



Susan Simmons,
Financial Services Coordinator

REPORT FA 41 / 2018 : TO THE FULL AUTHORITY


FROM: Susan Simmons, Financial Services Coordinator
 SUBJECT: Accounts Paid
 DATE: July 10, 2018

VENDOR	CHQ #	TOTAL	EXPLANATION
Jury, David	28304	4,845.70	computer network support & new server hardware
payroll June 11 (28305-28325)			
Eastlink	28326	1,153.68	phone, fax line, gauges, & internet
Hydro One	28327	30.12	gauge
Reliance Home Comfort	28328	43.56	water heater rental
Telus Mobility	28329	96.05	mobile phones
payroll June 25 (28330-28351)			
Hydro One	28352	8,335.30	campground, admin centre
Hydro One	28353	30.12	gauge
Hydro One	28354	43.11	gauge
payroll July 9 (28355-28378)			
Bell Canada	28379	88.07	gauge
A&J Baertsoen	28380	585.56	supplies for TD FEF Trails Project
Aramark Refreshment Services	28381	264.35	coffee service
Aylmer Home Hardware	28382	131.45	campground supplies
Aylmer Tire	28383	174.34	equipment and vehicle maintenance
Bear Adventures	28384	180.00	environmental education support
Black Cat Concepts	28385	552.57	ELP
Canadian Tire	28386	24.60	campground supplies
Corner, Duane	28387	2,200.00	Springwater woodlot management
Dale Equipment Centre	28388	269.74	equipment maintenance
Delta Power Equipment Ltd.	28389	266.98	equipment maintenance
Durand, Chris	28390	120.00	annual website management fee
Elgin RV Sales & Service	28391	45.00	campground supplies
Exact Septics Inc.	28392	381.94	campground maintenance
Frank's Maintenance Products	28393	479.51	campground supplies
Glenbriar Bottled Water Co. Ltd.	28394	42.28	water cooler service
VOID	28395		
Koolen Electric	28396	2,631.51	campground maintenance
Laemers Excavating	28397	1,553.75	campground maintenance & YNHA Wetland Project
London Quality Dairy and Wholesale	28398	352.41	store product for resale
M Live Bait Wholesale	28399	205.66	store product for resale
McBain Signs & Graphic Design	28400	271.20	signs for Springwater special events
Molly Maid	28401	237.00	administration centre cleaning service
North End Auto	28402	61.01	vehicle maintenance
PepsiCo Foods Canada	28403	112.23	store product for resale
Postmedia Network Inc.	28404	344.65	advertising for Active Naturally Project
Printers Plus	28405	1,767.32	campground supplies
Purolator Courier	28406	13.29	courier fees
R Safety	28407	759.56	campground supplies
Secord Home Building Centre	28408	790.09	supplies for campground, OPC, and TD FEF Trails Project
Simmons, Susan	28409	249.84	mileage reimbursement
Smale, Kim	28410	63.18	mileage reimbursement
Studer's Dairy	28411	648.00	store product for resale
The Astro T-Shirt Corp	28412	1,412.50	ELP
V.I.P. Sportswear	28413	632.80	ELP
Waste Connections of Canada Inc.	28414	1,845.88	campground maintenance
Hamilton, Ward, & Cathers Insurance	28415	11,215.38	installment 3 of 3 : general insurance premiums

\$ 45,551.29

RECOMMENDATION:

THAT, Accounts Paid totalling \$45,551.29 , be approved as presented in Report FA 41 / 2018.


 Susan Simmons,
 Financial Services Coordinator

REPORT FA 42 / 2018 : To The Full Authority
FROM: Susan Simmons, Financial Services Coordinator
SUBJECT: July Summary of Revenue & Expenditures
DATE: July 31, 2018

SUMMARY OF REVENUE
for the period ending July 31, 2018

	2018 Budget	2018 To Date	Difference	Budget vs 2018 YTD %	2017 To Date
MNRF Provincial Grants	\$ 79,835.00	\$ -	\$ (79,835.00)	0.00%	\$ -
Other Provincial Grants	\$ 61,355.81	\$ 70,004.22	\$ 8,648.41	114.10%	\$ 50,258.38
Federal Grants	\$ 23,650.00	\$ 50,000.00	\$ 26,350.00	211.42%	\$ 20,987.10
General Levy	\$ 288,249.24	\$ 279,306.64	\$ (8,942.60)	96.90%	\$ 206,841.29
Special Benefiting Levy	\$ 66,137.88	\$ 8,250.00	\$ (57,887.88)	12.47%	\$ 8,250.00
Employment Program Grants	\$ 21,000.00	\$ -	\$ (21,000.00)	0.00%	\$ -
Donations/Sponsorships	\$ 31,200.00	\$ 29,264.10	\$ (1,935.90)	93.80%	\$ 51,688.44
Conservation Areas Revenue	\$ 507,500.00	\$ 452,371.15	\$ (55,128.85)	89.14%	\$ 422,104.64
Maple Syrup Revenue	\$ 54,100.00	\$ 65,492.17	\$ 11,392.17	121.06%	\$ 47,644.76
Bank Interest Earned	\$ 3,500.00	\$ 1,025.32	\$ (2,474.68)	29.29%	\$ -
Information & Education	\$ 6,700.00	\$ 1,981.24	\$ (4,718.76)	29.57%	\$ 1,251.50
Legal Inquiries/Permit Applications	\$ 5,000.00	\$ 2,269.90	\$ (2,730.10)	45.40%	\$ 3,212.38
Trees/Planting/Spraying	\$ 4,250.00	\$ 3,223.47	\$ (1,026.53)	75.85%	\$ 738.72
Woodlot Management	\$ 1,000.00	\$ 973.46	\$ (26.54)	97.35%	\$ 1,460.17
Watershed Stewardship Projects	\$ -	\$ 10,000.00	\$ 10,000.00		\$ 8,500.00
Water Quality/Quantity Programs	\$ 500.00	\$ -	\$ (500.00)	0.00%	\$ -
Revenue from Other C.A. Lands	\$ 12,680.00	\$ 13,466.37	\$ 786.37	106.20%	\$ 13,951.21
Other Revenue	\$ 4,000.00	\$ -	\$ (4,000.00)	0.00%	\$ 5,491.53
Contract Services	\$ -	\$ 300.00	\$ 300.00		\$ -
Vehicle & Equipment Rental Recoveries	\$ 38,175.00	\$ 19,099.07	\$ (19,075.93)	50.03%	\$ 18,233.70
Previous Year Surplus (Deficit)	\$ 1,169.70	\$ 1,169.70	\$ -	100.00%	\$ (10,490.46)
Income Appropriation from Special Reserves	\$ 30,044.83	\$ -	\$ (30,044.83)	0.00%	\$ -
Income Appropriation from General Reserves	\$ 83,779.48	\$ -	\$ (83,779.48)	0.00%	\$ -
	\$ 1,323,826.94	\$ 1,008,196.81	\$ (315,630.13)	76.16%	\$ 850,123.36

	2018 Budget	Received To Date	Difference
DONATIONS/SPONSORSHIPS			
Fish Stocking	\$ 1,000.00	\$ 1,000.00	\$ -
Springwater Event Sponsorships	\$ 1,000.00	\$ 500.00	\$ (500.00)
Annual Report	\$ 1,250.00	\$ 1,250.00	\$ -
Environmental Education	\$ 1,500.00	\$ 345.00	\$ (1,155.00)
EES ELP Sponsorships	\$ 7,500.00	\$ 6,384.80	\$ (1,115.20)
Community Forest	\$ 250.00	\$ -	\$ (250.00)
Maple Syrup Program	\$ 6,000.00	\$ 8,500.00	\$ 2,500.00
Springwater Forest Trails	\$ 9,000.00	\$ 6,256.15	\$ (2,743.85)
Archie Coulter C.A. Trails	\$ 700.00	\$ 750.15	\$ 50.15
YNHA	\$ -	\$ 60.00	\$ 60.00
Springwater C.A. Development	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00
Ontario Police College Path of Honour	\$ 1,500.00	\$ 1,218.00	\$ (282.00)
TOTAL Donations/Sponsorships	\$ 31,200.00	\$ 29,264.10	\$ (1,935.90)

SUMMARY OF EXPENDITURES

for the period ending July 31, 2018

	2018 Budget	2018 To Date	Difference	Budget vs 2018 YTD %	2017 To Date
ADMINISTRATION					
A-1 Wages & Benefits	\$ 96,050.23	\$ 57,162.37	\$ 38,887.86	59.51%	\$ 56,708.44
A-2 Travel Exp. & Allow.	\$ 9,030.75	\$ 468.55	\$ 8,562.20	5.19%	\$ (59.77)
A-3 Equip. Purchase & Rental	\$ 9,225.00	\$ 6,050.37	\$ 3,174.63	65.59%	\$ 4,810.68
A-4 Materials & Supplies	\$ 4,350.00	\$ 2,332.63	\$ 2,017.37	53.62%	\$ 1,271.56
A-5 Rent & Utilities	\$ 15,274.64	\$ 5,098.01	\$ 10,176.63	33.38%	\$ 6,007.86
A-6 General Expenses	\$ 40,286.00	\$ 34,531.32	\$ 5,754.68	85.72%	\$ 33,398.48
TOTAL	\$ 174,216.62	\$ 105,643.25	\$ 68,573.37	60.64%	\$ 102,137.25
FLOOD FORECASTING & WARNING					
F4-2 Flood Control Structures	\$ 11,558.29	\$ 5,620.02	\$ 5,938.27	48.62%	\$ 6,630.38
F4-4 Flood Forecasting & Warning	\$ 160,877.33	\$ 94,763.67	\$ 66,113.66	58.90%	\$ 85,964.73
F4-5 Ice Management	\$ 65,887.88	\$ 24,082.62	\$ 41,805.26	36.55%	\$ 75,380.09
F4-6 Plan Input	\$ 35,863.55	\$ 22,261.87	\$ 13,601.68	62.07%	\$ 19,846.85
F4-71 Watershed Planning	\$ 11,277.73	\$ 6,228.88	\$ 5,048.85	55.23%	\$ 7,729.32
F4-72 Technical Studies (GIS)	\$ 13,345.09	\$ 15,009.71	\$ (1,664.62)	112.47%	\$ 3,811.18
TOTAL	\$ 298,809.87	\$ 167,966.77	\$ 130,843.10	56.21%	\$ 199,362.55
OTHER PROGRAM AREAS					
B-1 Information & Education	\$ 35,639.80	\$ 6,454.45	\$ 29,185.35	18.11%	\$ 10,362.89
E-1 Extension Services - Tree Planting	\$ 34,861.84	\$ 25,541.77	\$ 9,320.07	73.27%	\$ 32,960.14
Community Forest	\$ -	\$ -	\$ -		\$ -
E-1 Extension Services - Woodlot Management	\$ 6,826.99	\$ 3,621.63	\$ 3,205.36	53.05%	\$ 3,194.77
E-1 Extension Services - Watershed Stewardship	\$ 33,435.34	\$ 27,583.06	\$ 5,852.28	82.50%	\$ 23,478.96
E4-1 Fish & Wildlife Habitat	\$ -	\$ -	\$ -		\$ -
TOTAL	\$ 110,763.97	\$ 63,200.91	\$ 47,563.06	57.06%	\$ 69,996.76
CAPITAL & SPECIAL PROJECTS					
Water Management Programs	\$ 24,855.81	\$ 6,699.67	\$ 18,156.14	26.95%	\$ 13,032.58
Springwater C.A. Development	\$ 23,546.16	\$ -	\$ 23,546.16	0.00%	\$ 8,114.36
Special Projects & Contract Services	\$ 3,000.00	\$ 3,138.38	\$ (138.38)	104.61%	\$ 7,278.57
TOTAL	\$ 51,401.97	\$ 9,838.05	\$ 41,563.92	19.14%	\$ 28,425.51
CONSERVATION AUTHORITY LANDS					
Springwater Operation & Maint	\$ 519,792.63	\$ 233,714.72	\$ 286,077.91	44.96%	\$ 240,674.47
Vehicle & Equipment Pool Exp.	\$ 44,330.00	\$ 26,562.10	\$ 17,767.90	59.92%	\$ 33,589.67
Maple Syrup	\$ 60,100.00	\$ 61,993.71	\$ (1,893.71)	103.15%	\$ 48,312.06
Other C.A. Lands	\$ 64,411.88	\$ 16,719.38	\$ 47,692.50	25.96%	\$ 16,138.27
TOTAL	\$ 688,634.51	\$ 338,989.91	\$ 349,644.60	49.23%	\$ 338,714.47
APPROPRIATION TO GENERAL RESERVES	\$ -	\$ -	\$ -		\$ -
APPROPRIATION TO SPECIAL RESERVES	\$ -	\$ -	\$ -		\$ -
GRAND TOTAL	\$ 1,323,826.94	\$ 685,638.89	\$ 638,188.05	51.79%	\$ 738,636.54



Susan Simmons,
Financial Services Coordinator

REPORT FA 43 / 2018 : TO THE FULL AUTHORITY

FROM: Susan Simmons, Financial Services Coordinator
SUBJECT: Accounts Payable
DATE: July 31, 2018

VENDOR	CHQ #	TOTAL	EXPLANATION
Eastlink	28416	1,179.61	phone, fax line, gauges, & internet
Francotyp-Postalia Canada	28417	198.32	postage metre rental
Payroll July 23 (28418-28440)			
CBSC Capital Inc.	28441	728.50	photocopier lease
L.S. Putnam & Son	28442	1,125.30	campground maintenance
Waste Connections of Canada Inc.	28443	2,591.13	campground maintenance
Courtney's Distributing Inc.	28444	847.83	store product for resale
Telus Mobility	28445	103.73	mobile phones
Payroll item	28446		
Hydro One	28447	30.12	gauge
Hydro One	28448	10,371.17	campground, admin centre
Hydro One	28449	684.25	campground and gauges
Payroll August 7 (28450-28472)			
Bell Canada	28473	88.07	gauge
ALS Canada Ltd.	28474	166.11	campground maintenance
Aylmer Express Limited	28475	309.62	campground supplies and advertising
Aylmer Home Hardware	28476	96.99	campground supplies
Aylmer Tire	28477	116.34	equipment maintenance
Canadian Tire	28478	1,220.33	supplies for Active Elgin Initiative
CBSC Capital Inc.	28479	545.47	photo copier maintenance agreement
Coin Wash & Dry Ltd.	28480	452.00	campground supplies
Delta Power Equipment Ltd.	28481	2,763.43	equipment maintenance
Dowler Karn Propane Ltd.	28482	2,610.97	equipment and vehicle fuel
Elgin Feeds Ltd.	28483	197.75	watershed stewardship project
Exact Septics Inc.	28484	323.18	campground maintenance
Form & Build Supply Inc.	28485	796.49	YNHA project
Frank's Maintenance Products	28486	1,016.82	campground supplies
Glenbriar Bottled Water Co. Ltd.	28487	10.90	water cooler service
H. Broer Equipment Sales & Service Inc.	28488	250.00	Ontario Police College - Path of Honour
J&S Collision	28489	339.00	campground maintenance
Jury, David	28490	263.55	computer network support
London Quality Dairy and Wholesale	28491	639.13	store product for resale
M Live Bait Wholesale	28492	220.35	store product for resale
McBain Signs & Graphic Design	28493	67.80	campground supplies
Molly Maid	28494	79.00	administration centre cleaning service
PepsiCo Foods Canada	28495	236.82	store product for resale
Purolator Courier	28496	15.49	courier fees
R Safety	28497	109.69	campground supplies
Reimer, Johan	28498	20.00	equipment maintenance
Secord Home Building Centre	28499	47.46	watershed stewardship project
St. Thomas Canvas & Awning Inc.	28500	1,022.65	campground maintenance
Studer's Dairy	28501	405.00	store product for resale
The Astro T-Shirt Corp	28502	96.05	ELP supplies for MarshQuest
Township of South-West Oxford	28503	133.33	installment 3 & 4 - property tax
Smale, Kim	28504	85.11	supplies for OPC & mileage reimbursement
		<u>\$ 32,604.86</u>	

RECOMMENDATION:

THAT, Accounts Payable totalling \$32,604.86 , be approved for payment as presented in Report FA 43 / 2018.



Susan Simmons,
Financial Services Coordinator

REPORT FA 44 / 2018 : To The Full Authority

FROM: Kim Smale, General Manager / Secretary-Treasurer

SUBJECT: Conservation Ontario Council Meeting

DATE: June 28, 2018

PURPOSE:

To update the members on the business items discussed at the Conservation Ontario Council meeting.

DISCUSSION:

The General Manager / Secretary - Treasurer attended the Conservation Ontario Council meeting held at the Black Creek Pioneer Village in Toronto on June 25th, 2018. Highlights of the meeting included:

a) Implementation of the Conservation Authorities Act Review Outcomes:

Bill 139 - the Building Better Communities and Conserving Watersheds Act received royal assent on December 12th, 2017. There are currently a number of initiatives taking place to support modernization of the C.A. Act as outlined in the Conserving our Future document. Initiatives reported on include a new Memorandum of Cooperation between Conservation Ontario and the Ministry of Natural Resources and Forestry, training for and updates to C.A. Administrative By - Laws, MNRF 2018 - 2019 Transfer Payment and Deliverables for Conservation Ontario, and the Service Delivery Review Committee and sub - committees.

b) Good Practices for Winter Maintenance in Salt Vulnerable Areas:

Conservation Ontario co - chairs a multi - stakeholder working group with the Ontario Good Roads Association (OGRA) regarding the above noted topic. The working group has developed a ' good practices ' living document that provides background information about the Clean Water Act, 2006, the Municipal Act, 2001, the Environment Canada and Climate Change Code of Practice for the management of road salts and describes a range of road salt management practices that can be considered in municipal salt management plans for various municipal capacities and budgets. Conservation Ontario Council endorsed the Good Practices for Winter Maintenance in Salt Vulnerable Areas document submitted to the Ontario Good Roads Association in June, 2018.

c) Conservation Ontario Levy Distribution:


The Budget and Audit Committee recently conducted an extensive review of the CO Levy and the revenue exclusions that have been previously approved by the Committee to determine the impact of such exclusions on the overall CO Levy distribution. The Committee concluded that revenue exclusions will no longer be incorporated into the three (3) year average given their limited impact on the individual Conservation Authorities. Conservation Ontario Council approved that the annual C.A. Levy be distributed according to the regression method previously approved by Council using the revenue numbers provided by the Conservation Authorities through the annual statistical survey and excluding any Provincial Source Water Protection and WECl funding. A copy of the 2018 Levy distribution chart is attached for your reference.

d) Program Updates:

- Drinking Water Source Protection
- Marketing and Communications
- Business Development and Partnerships
- Information Management

RECOMMENDATION:

That, Report FA 44 / 2018, be noted and filed.



Kim Smale
General Manager / Secretary-Treasurer

Conservation Authority	3 Year Average	2016	2015	2014	2017 Levy	2018 Levy
Ausable Bayfield	3,802,881	4,149,973	3,616,512	3,642,157	25,387	26,465
Cataraqui Region	3,545,733	3,563,099	3,617,603	3,456,497	25,067	25,729
Catfish Creek	1,170,702	1,182,580	1,276,463	1,053,062	18,457	18,800
Central Lake Ontario	5,432,690	5,693,340	5,176,351	5,428,379	29,571	31,056
Credit Valley	27,356,116	27,512,021	28,296,794	26,259,532	79,012	81,394
Crowe Valley	758,470	785,733	731,510	758,166	17,343	17,572
Essex Region	7,271,601	8,212,019	6,903,290	6,699,493	34,249	36,096
Ganaraska Region	2,866,830	3,201,273	2,851,636	2,547,580	22,948	23,774
Grand River	30,245,089	30,065,522	29,965,425	30,704,319	83,764	86,441
Grey Sauble	2,594,919	3,063,388	2,470,567	2,250,802	21,846	22,985
Halton (Conservation Halton)	25,306,839	25,828,837	24,693,854	25,397,827	74,058	77,990
Hamilton	15,253,312	16,717,081	15,680,811	13,362,044	53,130	56,236
Kawartha	2,755,057	2,966,515	2,890,427	2,448,229	22,666	23,450
Kettle Creek	2,230,540	2,395,969	2,167,644	2,128,008	21,314	21,923
Lake Simcoe Region	13,014,956	13,849,982	13,144,092	12,050,793	47,736	50,873
Lakehead Region	2,180,236	1,739,469	3,547,979	1,253,260	21,291	21,776
Long Point Region	4,085,556	4,503,134	4,033,773	3,719,761	26,849	27,269
Lower Thames Valley	2,739,306	3,326,961	2,647,787	2,243,170	22,000	23,405
Lower Trent	1,727,070	1,835,486	1,669,732	1,675,992	19,945	20,446
Maitland Valley	2,765,025	3,175,185	2,529,204	2,590,687	22,386	23,479
Mattagami Region	720,961	722,954	716,359	723,569	17,224	17,460
Mississippi Valley	3,538,467	3,544,674	3,562,249	3,508,477	25,204	25,709
Niagara Peninsula	11,575,175	12,050,116	11,820,147	10,855,262	45,602	47,305
Nickel (Conservation Sudbury)	1,279,175	1,346,804	1,284,936	1,205,785	18,573	19,122
North Bay-Mattawa	2,097,452	2,132,343	2,336,338	1,823,675	21,141	21,534
Nottawasaga Valley	4,931,327	5,313,457	4,750,544	4,729,980	27,990	29,656
Otonabee	2,557,391	2,926,161	2,341,775	2,404,238	22,091	22,876
Quinte	4,800,834	3,574,750	5,364,806	5,462,945	29,464	29,290
Raisin Region	1,936,897	1,810,499	1,966,797	2,083,394	20,805	21,063
Rideau Valley	9,838,857	10,212,629	9,915,529	9,388,413	41,095	42,882
Saugeen	3,473,725	3,576,413	3,497,800	3,346,961	24,958	25,523
Sault Ste Marie	581,663	669,964	537,177	537,847	16,736	17,043
South Nation	6,247,178	6,623,919	6,303,541	5,814,075	31,403	33,307
St. Clair Region	4,784,676	4,342,098	5,394,058	4,617,871	29,025	29,245
Toronto and Region	49,681,840	101,744,000	101,340,000	100,184,000	107,938	110,791
Upper Thames River	14,426,966	17,901,157	13,714,634	11,665,106	48,733	54,282
					1,217,000	1,263,850

REPORT FA 45/ 2018	:	To The Full Authority
FROM	:	Tony Difazio, Resource Planning Coordinator
SUBJECT	:	MONTHLY PLAN REVIEW
DATE	:	August 3, 2018

PURPOSE: To outline the Monthly Plan Review Report as it has been implemented during June & July, 2018.

BACKGROUND: Technical staff have responded to each of the applications as per their committee dates.

RECOMMENDATION: THAT, the Full Authority approve the Monthly Plan Review Report for the months of June & July, 2018.

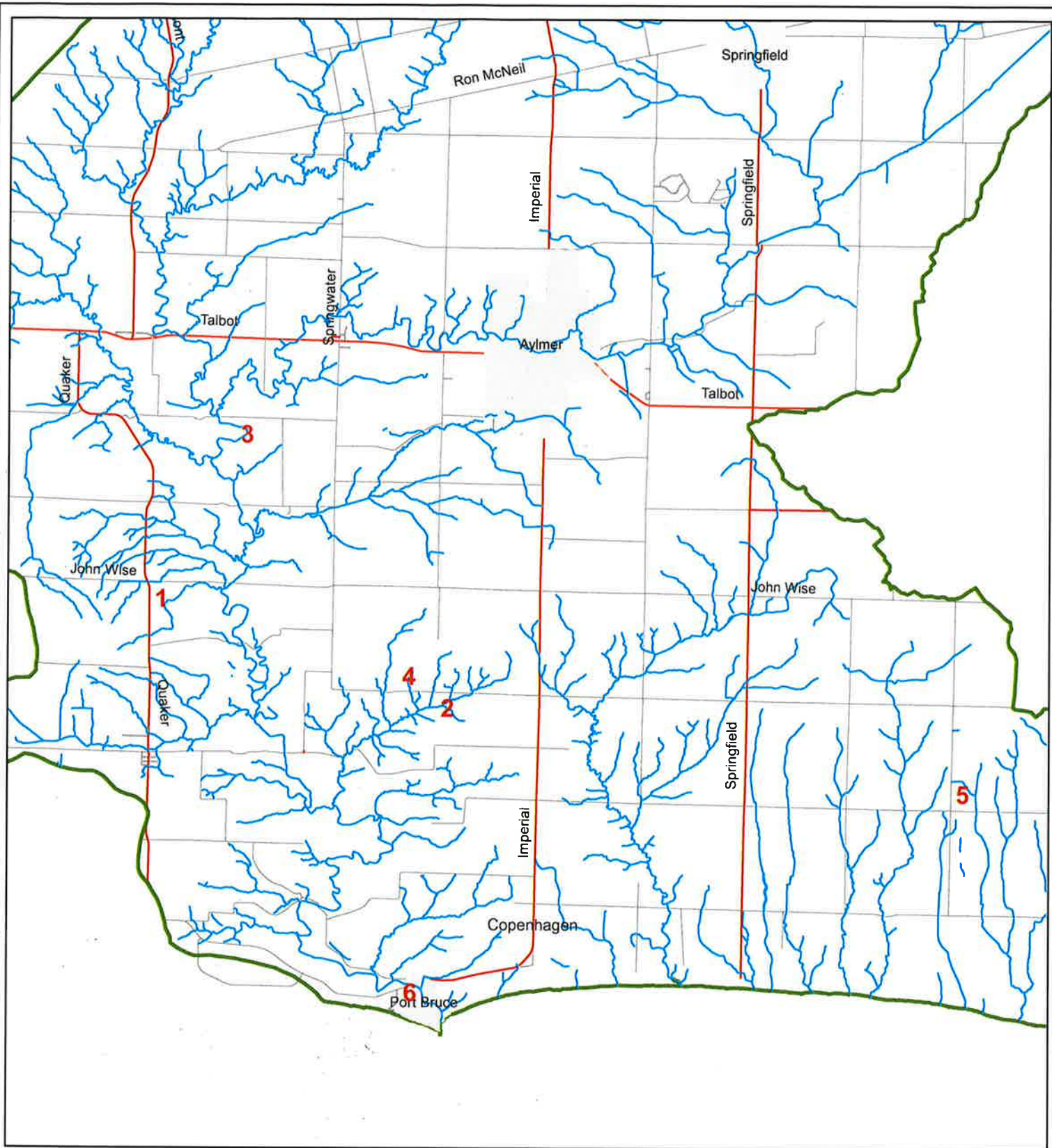


Tony Difazio, Resource Planning Coordinator

CATFISH CREEK CONSERVATION AUTHORITY
MONTHLY PLAN REVIEW REPORT
August, 2018

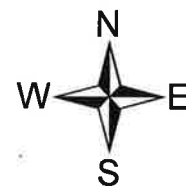
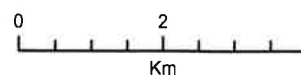
ZONING BYLAW AMENDMENTS			
SITE NO.	LOCATION	PROPOSAL	COMMENTS
1	7418 Quaker Line; Municipality of Central Elgin	* This amendment will change the zoning on a surplus farm dwelling as a condition of severance application E21/17; * The retained farm parcel will be rezoned to prohibit construction of any new dwellings;	* NO OBJECTIONS
2	48611 Calton Line; Township of Malahide	* This amendment will rezone a small, irregular shaped parcel to permit the construction of a new single detached dwelling on a residential property; * This will permit the existing, older dwelling to be used as a temporary garden suite;	* NO OBJECTIONS

SEVERANCE APPLICATIONS			
SITE NO.	LOCATION	PROPOSAL	COMMENTS
3	Pt.Lots:24-26; Conc.:7; Municipality of Central Elgin	* The applicant proposes to sever an irregular shaped lot at 47213 Brouwers Line, containing one house and one shop, proposed to create one new residential lot deemed surplus to the needs of the applicants; * The owner is retaining 46.5 ha, to remain in agricultural use;	* NO OBJECTIONS
4	Pt. Lot:4; Conc:4; Township of Malahide	* The applicants propose to sever an irregular shaped parcel at 48234 Calton Line, to be used as a right of way for the adjoining agricultural lands to the west; * The owners are retaining 61 ha, to remain in agricultural use;	* NO OBJECTIONS
5	Pt. Lot:32; Conc.:3 Township of Malahide	*The applicants propose to sever 2 lots at 52828 & 53850 Vienna Line, containing a house on each, proposed to create two new residential lots deemed surplus to the needs of the applicants; * The owners are retaining 25.4 ha and 25.1 ha. respectively, to remain in agricultural use;	* NO OBJECTIONS
6	Pt. Lot:4; Conc: 1; Township of Malahide	*The applicants propose to sever two irregular shaped lots at 49324 Dexter Line, to create two new single family building lots in Port Bruce; * The property is located along Catfish Creek and the associated valley slope; * The owners are retaining 1.7 ha., containing one house to remain in residential use and a trailer park;	* Geo-technical study provided in support of severances



Plan Review Map **August, 2018**

1 Plan Review Site Number



REPORT FA 46/ 2018 : **To The Full Authority**
FROM : Tony Difazio, Resource Planning Coordinator
SUBJECT : Approved Section 28 Regulation Applications
DATE : April, 2018

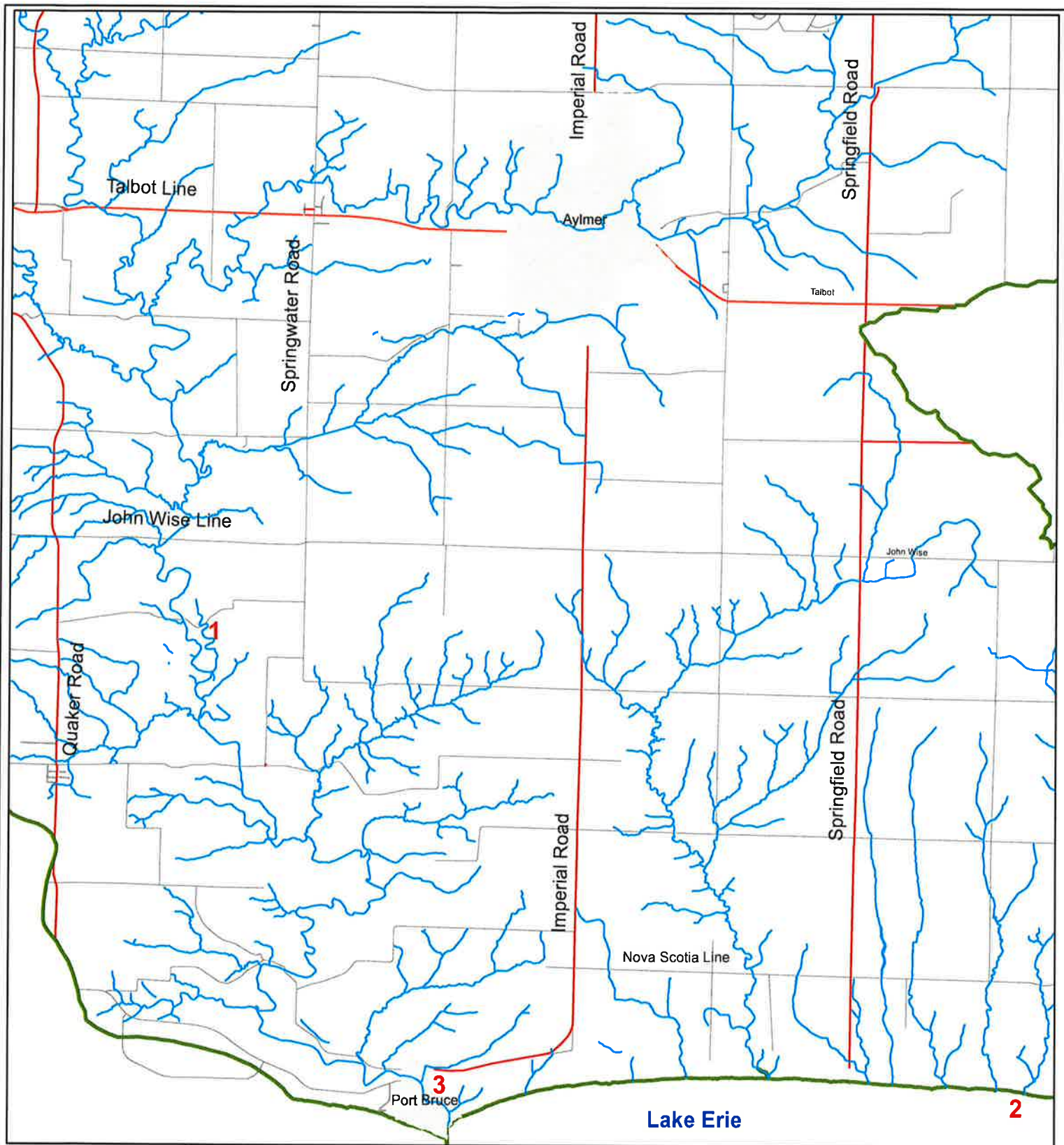
PURPOSE: To outline the 'Development, Interference with Wetlands & Alterations to Watercourses' applications approved by staff from January to April, 2018.

PERMIT NO.	PROPONENT/ LOCATION	PROPOSAL	DATE ISSUED
FR-01-18 (Site 1)	Town of Aylmer; Davis Street,	* 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, 2018
FR-02-18 (Site 2)	County of Elgin; Port Bruce	* This proposal involves the demolition 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, 2018

RECOMMENDATION: THAT, the Full Authority receive the staff approved Section 28 Regulation Applications **Report FA 46/ 2018**, as information.



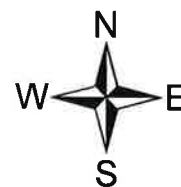
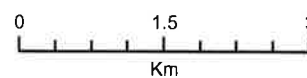
Tony Difazio, Resource Planning Coordinator



REGULATIONS REPORT MAP

August, 2018

1 Work Permit Location



REPORT FA 47 / 2018 : To The Full Authority

FROM: Kim Smale, General Manager / Secretary-Treasurer

SUBJECT: New Ministry and Minister Announcement

DATE: July 24, 2018

PURPOSE:

To update the members on the new Ministry and Minister appointments.

DISCUSSION:

Conservation Ontario circulated an e - mail following the announcement by Premier Doug Ford that MPP Jeff Yurek was named Minister of Natural Resources and Forestry and MPP Rod Phillips was appointed as the Minister of the newly named Ministry of Environment, Conservation and Parks replacing the previous Ministry of Environment and Climate Change.

The newly named Ministry of Environment, Conservation and Parks will now assume responsibilities for Conservation Authorities. Serge Imbrogno becomes the Deputy Minister for this Ministry and will be assigned responsibility for Provincial Parks, Conservation Authorities and Species - at - Risk legislation.

Additional information about how these changes will affect the Conservation Authorities and how the changes will be implemented will be forthcoming in the next few weeks.

RECOMMENDATION:

That, Report FA 47 / 2018, be received as information at this time.



Kim Smale
General Manager / Secretary-Treasurer

REPORT FA 48 / 2018 : To The Full Authority

FROM: Kim Smale, General Manager / Secretary-Treasurer

SUBJECT: Source Water Protection Data Sharing Agreement

DATE: July 19, 2018

PURPOSE:

To consider endorsing a new Grant of License Agreement for the purpose of data sharing vulnerable area mapping information.

DISCUSSION:

The first Source Water Protection Data Sharing Agreement that was signed in 2013 was a tri - party agreement between the Province, Conservation Ontario and Conservation Authorities.

This agreement has now expired and new mapping data will be shared with the Province related to new or expanding systems under s. 34 of the Clean Water Act, as well as the review of current Source Protection Plans under s. 36.

The new agreement will be between the respective Conservation Authorities and the Ministry only. A copy of the new Grant of License Agreement is attached for your review and consideration.

It has now been confirmed that the Grand River C.A. as the Lead Source Protection Authority for the Lake Erie Source Protection Region can sign one agreement on behalf of the Long Point Region, Catfish Creek, Kettle Creek and Grand River Conservation Authorities. This signing arrangement would help streamline the approval process, lessen the liability and shorten the response time to requests for information.

RECOMMENDATION:

That, the Full Authority concurs with the direction of the Grand River Conservation Authority with regards to the signing of the new Grant of License Agreement circulated by the Ministry of Environment, Conservation and Parks.



Kim Smale
General Manager / Secretary-Treasurer

GRANT OF LICENSE

THIS GRANT OF LICENSE (the "**Agreement**"), made in duplicate, as of March 31, 2018 ("**Effective Date**"),

BETWEEN:

HER MAJESTY THE QUEEN in right of Ontario
as represented by the **Minister of the Environment, Conservation and Parks**

(referred to as the "**Ministry**")

AND:

_____ **Conservation Authority**
established pursuant to subsection 3(1) of the *Conservation Authorities Act*

(referred to as the "**CA**")

WHEREAS the CA wishes to give the Ministry and each Client the right to access and use the Deliverables as set out herein;

NOW THEREFORE in consideration of the covenants and agreements contained herein and other good and valuable consideration the receipt and adequacy of which is acknowledged by the execution of this Agreement, the Ministry and the CA mutually agree as follows:

1.0 **Defined Terms**

When used in the Agreement, the following words or expressions have the following meanings:

"**Agencies**" means all provincial agencies, formerly classified as advisory, adjudicative, regulatory (including those with governing boards), operational enterprise and operational service agencies of the Province of Ontario.

"**CA Address**" and "**CA Representative**" mean:

_____ Conservation Authority

Address: _____

Name: _____

Title: _____

Telephone: _____ - _____ - _____

Facsimile: _____ - _____ - _____

E-mail : _____ @ _____

“Client” means individually each of the Ontario ministries of: Agriculture Food and Rural Affairs; Municipal Affairs and Housing; Transportation; Correctional Services, Economic Development, Job Creation and Trade; Natural Resources and Forestry; Finance; Energy, Northern Development and Mines and their successors as may be renamed or rearranged from time to time.

“Deliverables” means the items set out in Schedule 1.

“Derivative Work” means any work prepared by the Ministry or a Client based on the Deliverables including, without limitation, an adaptation, modification, translation, expansion, condensation or transformation and including, without limitation, populating databases with the Deliverables and any work that if prepared without authorization would constitute copyright infringement.

“Intellectual Property” means intellectual or industrial property of any type in any form, including but not limited to copyright, patent, trademark or trade secret.

“Logical and Physical Data Model” means the document titled Logical/Physical Data Dictionary for sourcewater protection data classes; Revision Date: March 31/2018.

“Ministry Address” and **“Ministry Representative”** mean:

Ministry of the Environment, Conservation and Parks (MOECP)
Source Protection Programs Branch
Drinking Water Management Division
40 St. Clair Ave. West, 14th Floor
Toronto, Ontario, M4V 1M2

Name: Heather Malcolmson
Title: Director Source Protection Programs Branch
Telephone: 416-212-6459
Facsimile: 416-327-6926
E-mail: Heather.malcolmson@ontario.ca

“Ontario Public Service” means the ministries and other administrative units of the Government of Ontario over which ministers preside including without limitation the Client, and for the purposes of the Agreement includes the Agencies.

2.0 **Governing Law**

The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

- 2.1 The parties acknowledge and agree that all information forwarded to the Ministry and each Client under this Agreement is subject to the *Freedom of Information and Protection of Privacy Act* and that the Ministry and each Client is required to comply with the provisions of that Act.

3.0 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery, e-mail or facsimile and shall be addressed to, respectively, the Ministry Address to the attention of the Ministry Representative and to the CA Address to the attention of the CA Representative or otherwise as directed from one party to the other from time to time in writing. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

4.0 CA's Power to Contract

The CA represents and warrants that it has the full right and power to enter into the Agreement.

5.0 Contract Binding

The Agreement shall enure to the benefit of and be binding upon the parties and their successors and administrators.

6.0 Grant of Licence for Deliverables

Subject to the provisions of Article 7.0 herein, the CA grants to the Ministry, including each Client, a perpetual, royalty-free, non-exclusive, worldwide, fully paid-up right and license to use, execute, perform, publish, modify, manufacture, copy, reproduce and prepare, in any form, the Deliverables and Derivative Works based on the Deliverables for the purposes identified in Schedule 2

6.1 Representation and Warranty Regarding Deliverables

The CA represents and warrants that it has the rights, title, and/or interest in and to the Intellectual Property embodied in the Deliverables that it needs to make this grant of license to the Ministry, including each Client.

7.0 No Representation and Warranty Regarding Deliverables and Terms of Use

The CA makes the Deliverables available "AS IS", "AS AVAILABLE", and "WITH ALL FAULTS" without representations or warranties of any kind, either express or implied, as to the accuracy, completeness, reliability, currency, merchantability, fitness for purpose, title or otherwise.

7.1 Terms of Use for External Publication

Wherever Deliverables and or Derivative Works are published on the internet externally to the public, the Ministry, including each Client shall ensure that access to the published Deliverables and or Derivative Works is subject to the acceptance of the Terms of Use set out in Schedule 3.

8.0 Entire Agreement

The Agreement embodies the entire agreement between the parties with regard to the provision of the Deliverables from and after the Effective Date.

9.0 Term

This Agreement shall commence on the Effective Date and remain in full force and effect up to and including March 31, 2020. The parties have the option to extend the

Agreement for additional two-year terms, each such extension to be upon the same terms contained in the Agreement. The option shall be exercisable by the mutual agreement of both parties.

10.0 Termination

Notwithstanding section 9.0 either party may terminate this Agreement with at least ninety (90) days' notice to the other party.

11.0 Survival

The following provisions of this Agreement shall survive the termination or expiry of this Agreement and continue in full force and effect in accordance with the terms of this Agreement and shall not merge: Article 1.0 (Defined Terms); Article 2.0 (Governing Law); Article 5.0 (Contract Binding); Article 6.0 (Grant of Licence for Deliverables); Article 7.0 (No Representation and Warranty Regarding Deliverables and Terms of Use); Article 7.1 (Terms of Use for External Publication); Article 11.0 (Survival) and all applicable cross-referenced provisions.

**HER MAJESTY THE QUEEN in right of Ontario
as represented by the Minister of the Environment, Conservation and Parks**

Signature: _____

Name: Heather Malcolmson

Title: Director, Source Protection Programs Branch

Date: _____

Pursuant to delegated authority

_____ **Conservation Authority**

Signature: _____

Name: _____

Title: _____

Date: _____

I have authority to bind the CA

SCHEDULE 1

DESCRIPTION OF DELIVERABLES

- (a) Municipal drinking water wells locations and a list of attributes for the municipal drinking water wells locations from the Logical and Physical Data Model for source protection mapping;
- (b) Municipal drinking water intake locations and a list of attributes for the municipal drinking water intake locations from the Logical and Physical Data Model for source protection mapping;
- (c) Municipal Drinking Water Systems and a list of attributes for the municipal drinking water system locations from the Logical and Physical Data Model for source protection mapping;
- (d) Municipal Drinking Water Treatment Plants and a list of attributes for the municipal drinking water treatment plant locations from the Logical and Physical Data Model for source protection mapping;
- (e) Event based areas locations and a list of attributes for the event based areas locations from the Logical and Physical Data Model for source protection mapping;
- (f) Issue contributing area locations and a list of attributes for the issue contributing area locations from the Logical and Physical Data Model for source protection mapping;
- (g) Surface Water Intake Protection Zone (1,2 and 3) locations and a list of attributes for the Surface Water Intake Protection Zone (1,2 and 3) locations from the Logical and Physical Data Model for source protection mapping;
- (h) Vulnerable scoring area surface water locations and a list of attributes for the vulnerable scoring area surface water locations from the Logical and Physical Data Model for source protection mapping;
- (i) Wellhead protection area zone (A,B,C,D,F) locations and a list of attributes for the wellhead protection area zone (A,B,C,D,F) locations from the Logical and Physical Data Model for source protection mapping;
- (j) Vulnerable scoring area groundwater locations and a list of attributes for the vulnerable scoring area groundwater locations from the Logical and Physical Data Model for source protection mapping;
- (k) Wellhead Protection Area Groundwater Under Direct Influence locations and a list of attributes for these locations from the Logical and Physical Data Model for source protection mapping;
- (l) Vulnerable scoring area Wellhead Protection Area Groundwater Under Direct Influence locations and a list of attributes for these locations from the Logical and

Physical Data Model for source protection mapping;

- (m) Water quantity - WHPA Q1, Q2 and IPZ Q zones locations and a list of attributes for the water quantity - WHPA Q1, Q2 and IPZ Q zones locations from the Logical and Physical Data Model for source protection mapping;
 - (n) Managed lands and livestock density locations and a list of attributes for the managed lands and livestock density locations from the Logical and Physical Data Model for source protection mapping;
 - (o) Highly vulnerable aquifers locations and a list of attributes for the highly vulnerable aquifers locations from the Logical and Physical Data Model for source protection mapping;
 - (p) Significant groundwater recharge areas locations and a list of attributes for the significant groundwater recharge areas locations from the Logical and Physical Data Model for source protection mapping.
 - (q) Impervious surface areas (in a Director approved schema agreed to by both parties).
-

SCHEDULE 2

PURPOSES

- (a) to publish the Deliverables and/or Derivative Works internally within the Ontario Public Service including maps of vulnerable areas, web applications, and other Derivative Works on the Ontario Public Service intranet.
- (b) to publish web applications, reports and maps, externally to the public to protect existing and future sources of drinking water.
- (c) to enable the Ministry and/or Clients to make evidence based policy and program area decisions and to meet obligations required of the Ministry and/or Clients to review prescribed instruments as defined under section 2(1) of the *Clean Water Act, 2006* and further described under section 1.0.1(1) of Ontario Regulation 287/07 made under the *Clean Water Act, 2006*.
- (d) to enable the Ministry and Clients to meet obligations as described in policies approved by the Minister of the Environment, Conservation and Parks in source protection plans as defined in the *Clean Water Act, 2006*.
- (e) ensuring that owners and operating authorities of all drinking water systems in source protection areas as defined under section 2(1) of the *Clean Water Act, 2006* in Ontario have the information needed to be in compliance with the *Clean Water Act, 2006* and the *Safe Drinking Water Act, 2002*.
- (f) to enable the Ministry and Clients to make evidence based decisions regarding:
 - o policy and any related program area planning and risk assessment initiatives.

Schedule 3

Terms of Use

LICENCES

SOURCE WATER PROTECTION CONTENT PROVIDER LICENSE AGREEMENT

The web application you are about to view ("Site") contains data ("SWP Data") from different Source Water Protection Content Providers.

Source Water Protection Content Providers include independently operated Conservation Authorities, Severn Sound Environmental Association and the Municipality of Northern Bruce Peninsula. The unique geographic and administrative jurisdiction of each is specified in the Clean Water Act, 2006.

Before viewing the Site you must review this Source Water Protection Content Provider License Agreement and click "I Accept" or "I Decline".

The terms "You" and "User" as used herein refer to you and/or the company, partnership, joint venture, association, or other entity of any nature you are representing. By clicking the "I accept" button, you are representing that you have the authority to bind the company, partnership, joint venture, association or such other entity you are representing to all terms and conditions.

General Terms and Conditions

1. Use of this Site and the SWP Data is at User's sole risk.
2. The maps are illustrative only and the information on the maps is not comprehensive. Users should not rely on the Content in any instance as authoritative or as an accurate or precise indicator of privately-owned land or location of features. The Site does not replace the need for User to consult existing laws and regulations and MOECP approved Assessment Reports from each Source Protection Authority as defined and required by the Clean Water Act, 2006 to confirm the accuracy of the vulnerable area mapping.
3. User is responsible for obtaining User's own professional advice, including legal advice, as may be necessary and appropriate in User's specific circumstances, as it relates to the suitability of the SWP Data on the Site.
4. The SWP Data is subject to change without notice. Users are responsible for regularly reviewing these terms, conditions and notices, and any additional terms posted on this Site. The User's continued use of the Site after the effective date of such changes constitutes the User's acceptance of and agreement to such changes.
5. These Terms of Use are governed by the laws of the Province of Ontario. Users irrevocably consent to the exclusive jurisdiction and venue of the courts in the province of Ontario in any action or proceeding arising out of or relating to access to the Site and use of any of the Content and these Terms of Use.

Grant of License

The Source Water Protection Content Provider(s) with jurisdiction for the area viewed and/or printed by the User, hereby grants the User a non-exclusive, non-transferable licence to view and print SWP Data displayed on the Site.

Licence Restrictions

User may not copy, modify, distribute, transmit, display, reproduce, publish, license, create derivative works from, link to or frame in another website, use on any other website, transfer or sell the SWP Data, in whole or in part, either voluntarily or by operation of law. The foregoing prohibition expressly includes, but is not limited to, the practice of screen scraping, database scraping or any such practice or activity, the purpose of which is to obtain data or portions thereof, or portions of databases from the Site, in any manner or any quantities not expressly authorized hereunder.

Maintenance of Data

User hereby acknowledges that Source Water Protection Content Provider(s) are not required to provide the User any updates, fixes, new versions, new releases, maintenance and/or support of any kind for the SWP Data on the Site.

Ownership

User acknowledges that:

- (i) each contributing Source Water Protection Content Provider retains copyright and other intellectual and proprietary rights in their contribution to the SWP Data;
- (ii) no ownership rights in and to the SWP Data are transferred to User;
- (iii) each Source Water Protection Content Provider has provided SWP Data under license to MOECP and MOECP may modify SWP Data before posting to this Site;
- (iv) SWP Data shall not be used in a way that suggests any official status or that a Source Water Protection Content Provider(s) endorses You or your use of the SWP Data;
- (v) User shall not misrepresent the SWP Data or its source; and
- (vi) use of the SWP Data shall not breach or infringe any applicable laws.

No Warranties/Limitation of Liability

The SWP Data is licensed "as is" and the contributing Source Water Protection Content Provider(s) exclude all representations, warranties, obligations and liabilities, whether express or implied, in relation to the SWP Data.

Source Water Protection Content Provider(s) are not liable for any errors or omissions in the SWP Data and will not, under any circumstances, be liable for any direct, indirect, special, incidental, consequential, or other loss, injury or damage caused by its use, even if specifically advised of the possibility of such loss, injury or damage.

Indemnity

User shall indemnify and save harmless each Source Water Protection Content Provider, their directors and officers, their representatives and employees (collectively, the "Indemnatee") from and against any and all liabilities, damages, costs or expenses awarded

against or incurred or suffered by the Indemnatee arising out of any action or proceeding commenced or maintained by any entity in respect of your use of the SWP Data.

Assignment

User may not assign this license or any of its rights and obligation hereunder.

Termination

These are important conditions that must be met under this licence, and if You fail to comply with them, the rights granted to You under this licence will end automatically.

REPORT FA 49 / 2018: To The Full Authority

FROM : Peter Dragunas, Water Management Technician

SUBJECT : Catfish Creek Low Water Update

DATE : July 26, 2018

Purpose:

To update the Board status of the Catfish Creek Ontario Low Water Response.

Discussion / Background:

On July 10th, the Catfish Creek Conservation Authority issued the attached Level I Low Water Condition Advisory for the Catfish Creek watershed.

Hydrometric data is extrapolated from the Environment Canada Water Survey gauge Catfish Creek near Sparta, 02GC018. The data is for day ending July 10th 08:00 EST.

At the time of issuing the aforementioned low water advisory, the precipitation and discharge information are outlined below.

Precipitation values are derived using the 7 and 30 day moving totals.

- Last quantifiable 7 day moving total 7.3mm (July 3rd),
- 7 day moving total 0.0mm,
- 30 day moving total 42.8mm.


Catfish Creek discharge is extrapolated based on a 30 day moving average.

- 30 day moving average discharge 0.234m³/sec. which is below the 70% threshold of the lowest average summer month flow of 0.779 m³/sec.

Lake Erie water levels measured at Port Stanley 1.355m above chart datum compared to 1.31m in 2017.

Recommendation:

That, Report FA 49 / 2018, be received as information at this time.


for Peter Dragunas,
Water Management Technician

CCCA in Level I Low Water Condition

July 10, 2018

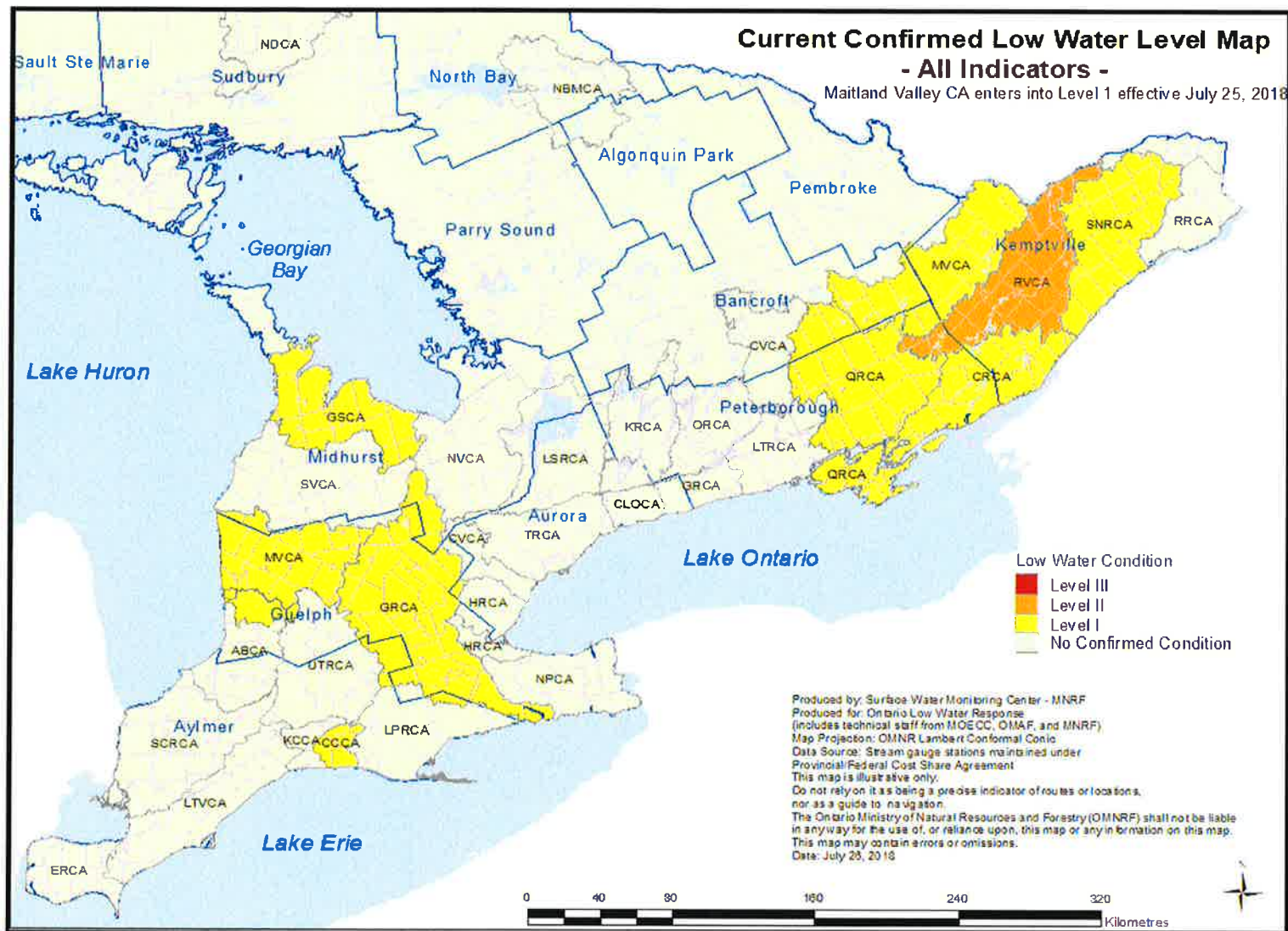
Contact: Peter Dragunas, Water Management Technician
Catfish Creek Conservation Authority
519-773-9037
water@catfishcreek.ca

Consistent with the Ontario Low Water Response criteria, the Catfish Creek Conservation Authority (CCCA) is issuing a Level I Low Water Condition for the Catfish Creek watershed. The Ontario Low Water Response indicators identify that Catfish Creek precipitation indicators coupled with the channel flow indicators are below the required Provincial seasonal average thresholds for a Level I.

A 10% voluntary reduction in water use is being advised to ensure that there remains an adequate supply for essential uses and to sustain aquatic life. Reducing residential non-essential water use and utilization of Best Management Practices, Irrigation Management is recommended to help lessen the impact on water resources.

The CCCA is continuing to monitor water levels and precipitation, and will provide updates when available. In agreement with applicable provincial agencies (OMAFRA, MNRF, and MOECC), Authority Member Municipalities, local agricultural and industrial group representatives CCCA has an established "Low Water Response Team" and a agriculture industry driven Irrigation Advisory Committee (IAC) to improve low water response in the watershed.

As a reminder, if landowners take water (>50,000L) from either surface water or groundwater sources (sand points, wells, pumping directly from the streams or ponds) to irrigate; they are at all times required to obtain a permit from the Ministry of the Environment. If conditions continue to deteriorate, further regulation of surface and groundwater takings may be considered.



REPORT FA 50 /2018 : To The Full Authority

FROM: Kim Smale, General Manager / Secretary-Treasurer

SUBJECT: By – Law Enforcement Services

DATE: August 7, 2018

Purpose:

To provide the members with an update on the enforcement of the Generic Rules and Regulations for lands owned and managed by the Catfish Creek Conservation Authority (CCCA).

Discussion:

In 2016, Commissionaires Great Lakes informed the CCCA that it was terminating our By – Law Enforcement Agreement due to the low number of enforcement hours not being viable.

CCCA staff were directed to contact the Township of Malahide to request including the Conservation Authority as a participant in their new contract with the Township of Norwich and the Township of Blandford Blenheim for by – law enforcement services from Commissionaires Great Lakes.

Following a recent meeting with staff at the Township of Malahide, the attached e – mail was received for the Board's consideration.

RECOMMENDATION:

THAT, the Catfish Creek Conservation Authority purchase by – law enforcement services through the Township of Malahide's contract with Commissionaires Great Lakes in accordance with the fee schedule attached to Report FA 50/ 2018; and further,

That, the expenses for the total hours of service shall not exceed \$1,500.00 in any given year.



Kim Smale
General Manager / Secretary-Treasurer

From: Eugenio DiMeo <EDiMeo@malahide.ca>
Sent: July-30-18 11:20 AM
To: Susan Simmons
Cc: Allison Adams; Scott Sutherland
Subject: By-Law Enforcement
Attachments: MalahideEnforcement.pdf; 3750_001.pdf

Good Morning Kim,

Hope this email finds you well. This email is to follow up on the CA's request to purchase By-Law Enforcement services through the Township of Malahide's contract with Commissionaires.

The Township of Malahide will provide the needed hours of services at the request of the CA for \$30.00/hour for the commissionaires rate. Plus a 10% surcharge for the administration cost born by the Township of Malahide. A total of \$33.00 / hour. Plus \$0.54/km.


This rate may change from time to time as the rate charged the Township changes from Commissionaires. OT may be charged from time to time as set out in the agreement between the Commissionaires and the Township of Malahide.

This service will be offered to the CA for the duration of the remaining contract with the Commissionaires as stated in attached contract.


Please get back to me with any questions of concerns.

Regards

Eugenio DiMeo
Director of Community & Corporate Services
edimeo@malahide.ca



Township of Malahide
87 John St. South
Aylmer, ON N5H 2C3
P: 519-773-5344 x. 223
F: 519-773-5334
www.malahide.ca



SERVICES AGREEMENT

THIS AGREEMENT made as of the 1 day of June, 2017.

BETWEEN:

The Township of Blandford –Blenheim
a corporation incorporated under the laws of Canada,
(hereinafter the "Client")

The Township of Norwich
a corporation incorporated under the laws of Canada,
(hereinafter the "Client")

The Township of Malahide
a corporation incorporated under the laws of Canada,
(hereinafter the "Client")

AND:

Commissionaires Great Lakes
a corporation incorporated under the laws of Canada,
(hereinafter the "Commissionaires")

WHEREAS the Commissionaires offer security solutions and wishes to offer its services to the Client;

AND WHEREAS the Client wishes to enter into this service agreement (the "Agreement") for services to be provided by the Commissionaires on the terms and conditions hereinafter set forth;

NOW THEREFORE in consideration of the Area and the mutual covenants herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties) the Client and the Commissionaires (individually a "Party", collectively the "Parties") hereto covenant and agree as follows:

1. DEFINITIONS

- 1.1. "Business Day" means any day other than a Saturday, Sunday or a statutory holiday in the Province of Ontario or any other day on which the principal chartered banks located in the City of Toronto are not open for business during normal banking hours;
- 1.2. "Confidential Information" means any nonpublic information or materials that one Party specifically marks and designates as confidential to the other Party, either orally or in writing, or which under the circumstances surrounding the disclosure, should be treated as confidential. Confidential Information includes, but is not limited to, information regarding a Party's products, customers, marketing plans, finances, business policies and practices and other information of a confidential nature. Confidential Information shall also include, but not be limited to, all tangible materials containing Confidential Information such as drawings, schematics, written or printed documents and computer disks and memory cards and tapes whether machine or user readable. Confidential Information shall not include any information that: (i) was lawfully in a Party's possession before receipt from the other Party; (ii) is or becomes available to the public through no fault of the receiving Party; (iii) is lawfully disclosed to a receiving Party by a third party without restriction on disclosure; or (iv) is independently developed by a Party without the use of any Confidential Information of the other Party, provided the developing Party can document such independent development.

2. SCHEDULES

- 2.1. The following Schedules are attached to and form part of this Agreement:
 - (a) Schedule "A" – Services
 - (b) Schedule "B" – Area
 - (c) Schedule "C" – Fees
- 2.2. If there is a conflict or inconsistency between the provisions set forth in the body of this Agreement and the provisions set forth in any schedule hereto, the provisions set forth in the body of this Agreement shall prevail, unless expressly provided otherwise in the schedule.
- 2.3. The schedules attached to this agreement are an integral part of the agreements as if set out at length in the body of the agreement.

3. SERVICES

- 3.1. The Commissionaires agree that it will perform the services described at Schedule "A" herein ("Services") at the Area described herein at Schedule "B" ("Area").
- 3.2. The Commissionaires agrees and undertakes to perform the Services in a timely fashion, with the due skill, competence and diligence and in accordance with such requirements or restrictions as may be lawfully imposed by governmental authorities. Commissionaires shall take instructions from and report to the Client, or such other client designates as are identified by the Client to Commissionaires.



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- 3.3. The Commissionaires will conduct itself, and will cause its personnel to conduct themselves in accordance with the Commissionaires' Policy, Procedures and Safety Handbook.
- 3.4. Subject to the provisions of this Agreement, it is agreed that the Commissionaires shall at all times be free to provide services similar to the Services to other firms, businesses and corporations.

4. DETAILED WORK INSTRUCTIONS

- 4.1. Detailed work instructions shall be defined in "Post Orders". In the event of conflicting direction between Schedule A of this agreement and Post Orders; Schedule A of this agreement shall prevail.
- 4.2. Post Orders shall be prepared and provided for by the Client. Post Orders must be approved by Commissionaires prior to implementation. Verbal instructions must be confirmed in writing within one business day.
- 4.3. Commissionaires shall not accept responsibility or liability for the performance of duties not identified in Post Orders.
- 4.4. Additional training costs, including wage hours, resulting from changes to the Scope of Services shall be borne by the Client.

5. PERSONNEL

- 5.1. The Commissionaires shall appoint individuals (the "Individuals") to perform the Services for the Client.
- 5.2. The Individuals shall have a functional knowledge of English and will be able to express themselves in French (if required).
- 5.3. The Individuals shall have: (i) attended the Commissionaires basic security course; (ii) obtained a security course certificate recognized by the Commissionaires as equivalent to the Commissionaires basic security course; or (iii) possess past experience recognized by the Commissionaires as equivalent to the Commissionaires basic security course.
- 5.4. The Commissionaires shall be granted access to the Area as required for the purpose of quality assurance and/or supervision of the Individuals.
- 5.5. The Individuals performing the Services for the Client will, at all times during the Term of this Agreement, remain employees of the Commissionaires and shall remain subject to Commissionaires policies and procedures. The Commissionaires shall be responsible for the arrangement of fill-in and substitutions of scheduled Individuals, pay, supervision, discipline, leave and all other matters arising out of the relationship between employer and employee.
- 5.6. The Client shall observe and comply with all applicable Occupational Health and Safety Act(s), regulation(s) and precautions and will take every reasonable precaution for the protection and wellbeing of the Commissionaires employees.
- 5.7. Serious Safety related issues/infractions that are addressed with the client and are not responded to within a reasonable time period may result in service alteration or disruptions.
- 5.8. If the Client wishes Commissionaires to replace any individual performing the Services hereunder, the Client shall advise Commissionaires in writing, explaining the reason for such a request. Commissionaires shall immediately take steps to rectify the situation then advise the Client.
- 5.10 The Client shall advise the Commissionaires, in writing by means of a Change Order, if it requires additional Individuals. The Commissionaires will provide the additional Individuals requested by the Client, subject to such delays as may be required to find the additional and appropriate personnel to meet the request of the Client and to give the necessary training to such additional Individuals. The additional Services may be invoiced at the overtime rate if additional Individuals are unavailable, subject to the Client's approval.
- 5.11 In the event that the Client offers employment to an Individual performing services hereunder, or within seven (7) months of the last day worked at the Area by the said Individual, the Client shall pay to the Commissionaires a compensation equal to 500 hours at the current billable rate for this individual.

6. CHANGE ORDER

- 6.1. The Client may deliver a written change order to the Commissionaires requiring reasonable amendments to the Services (the "Change Order"), which may without limitation include reasonable changes to the following:
 - (a) the number of Individuals at the Area;
 - (b) the hours during which Individuals are required to be on duty;
 - (c) the type of experience or security clearance level of the Individuals required at a specific Area; and
 - (d) the location of the Area.
- 6.2. Each Change Order shall set out the change requested by the Client, with the corresponding rates, and the time by which the Client requires the change to take effect. No changes shall be carried out unless the Change Order has been authorized in writing and signed by the Client and the Commissionaires. If the Commissionaires have insufficient resources to perform the Services required by the Change Order in accordance with the time requirements set out in the Change Order, the Commissionaires shall notify the Client and the Parties shall negotiate a mutually satisfactory arrangement.

7. COMPLIANCE WITH CHANGE ORDER

- 7.1. The Commissionaires shall perform the Services in accordance with a Change Order as if they had appeared in and had been part of this Agreement and the terms, conditions and prices of the Change Order shall apply except where there is a conflict



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with the provisions in this Agreement, wherein the terms, conditions and Fees established under this Agreement shall govern. Upon written consent of the Commissionaires, the Client may make alternative time arrangements for the performance of the Services or may employ another person to perform similar services.

8. SERVICES NOT PERFORMED

- 8.1. Commissionaires shall not be held accountable or responsible for services not performed if directed not to perform those services by the Client, or if those services could not be performed due to reasons beyond the control of Commissionaires. When services cannot be performed, Commissionaires will provide an explanation, and record the same on an applicable incident report.

9. TERM

- 9.1. Subject to section 17 hereof, the Commissionaires and the Client agree that the Commissionaires shall commence offering their Services on the 01 day of June, 2017 (the "Commencement Date") for a period of 24 months (the "Term") and continuing until May 31, 2019 unless earlier terminated in accordance with section 19.

10. DRESS CODE

- 10.1 The Commissionaires shall provide the Individuals with uniforms in accordance with the Commissionaires Order of Dress. Unless otherwise requested by the Client and agreed by the Commissionaires, the Individuals shall wear their uniforms at all times while on duty. If Commissionaires deems that personal protective equipment is required, the Client agrees to cover all cost associated with providing this essential equipment.

11. STATUS REPORT

- 11.1 The Commissionaires shall produce, at the reasonable written request of the Client, reports which detail:
- (a) the status of the Services;
 - (b) the tasks performed by each Individual during the period requested;
 - (c) the corresponding number of hours spent on each task by each Individual; and
 - (d) all training and upgrading completed by the Individuals.

12. AGREEMENT MANAGEMENT

- 12.1 Each Party shall appoint, from time to time, an account manager who shall be responsible for the implementation, management and enforcement of this Agreement (the "Account Manager"), including overall management of that Party's performance hereunder and for the first-line resolution of disputes between the Parties regarding the performance or non-performance of their obligations under this Agreement. All disputes and/or disagreements with respect to all matters relating to this Agreement shall be resolved in accordance with the solution mutually agreed upon by each Party's Account Manager. In the event that no mutually agreed upon solution is reached by each Party's Account Manager, each Party's management shall negotiate a solution.

13. EQUIPMENT AND MANUALS

- 13.1 The Client agrees that all equipment and manuals supplied by the Commissionaires in the course of the performance of the Services shall remain the sole and exclusive property of the Commissionaires.
- 13.2 The Client shall, forthwith upon the termination of this Agreement, return all Commissionaire equipment and manuals to Commissionaires; or where Commissionaires Confidential Information or Personal Information is in an electronic format, delete such information in such manner that the information cannot be recovered and, where appropriate, provide Commissionaires with a written confirmation by a senior officer certifying that all personal information and Commissionaire confidential information in the Client's possession has been destroyed.
- 13.3 The Client will provide, at its own expense, the work space, furniture, storage lockers, vehicles, tools, equipment and all other items which may be required by the Individuals for the performance of the Services under this Agreement.

14. FEES

- 14.1 The Client will pay the Commissionaires on a bi-weekly basis based on invoices submitted by Commissionaires detailing the number of hours actually worked during that period, and/or other charges for equipment or Services and in accordance with the rates, terms and conditions set out herein at Schedule "C" ("Fees").
- 14.2 HST will be added in all cases unless an authorized exemption is in effect.
- 14.3 The Client shall pay the invoices within thirty (30) days of the date of the invoice, in accordance with the terms set out herein.
- 14.4 If the Client has an objection to the charges contained in any invoice(s), the Client shall pay the portion of the invoice that is not disputed and, within fifteen (15) days of receipt of said invoice(s) and shall notify the Commissionaires, in writing, of the nature of the objection.
- 14.5 An amount is overdue if it remains unpaid for a period longer than thirty (30) days after the date of the invoice, except for those charges on which the Client has raised an objection. In those cases, the amount shall be considered overdue thirty (30) days after the date on which the objection has been resolved to the satisfaction of both Parties.
- 14.6 The Client shall be liable to pay, without demand from the Commissionaires, interest at the rate of 2% per month on any amount which is overdue, until the day prior to the date of payment, inclusively. In the event collection services are retained by



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Commissionaires for the purpose of the Client account, all fees including legal shall be added to the value of the outstanding account and paid for by the Client.

- 14.7 Fees as set out in Schedule "C" are inclusive of Commissionaire employer obligations. Legislated changes affecting employer's contribution costs including but not limited to: Employment Insurance (EI), Workplace Safety & Insurance Board (WS&IB), Canada Pension Plan (CPP), new holidays or changes to minimum wages shall be passed to the Client.
- 14.8 Statutory holidays include: New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Family Day, Thanksgiving, Christmas and Boxing Day. Costs attributed to statutory holidays not worked are included in Fees set out in Schedule "C".
- 14.9 Client recognized holidays include: Easter Monday, August Civic Holiday (Simcoe Day), Remembrance Day. Costs associated with Client approved holidays shall be borne by the Client.
- 14.10 In the event this agreement applies to multiple sites where Commissionaire personnel are required by the client to be cross-trained; Commissionaires personnel shall be paid at the higher of a) their normal rate of pay or b) the rate of pay at an alternate work site, during the period of assignment. The Client shall be billed at the higher fee during this period as well.
- 14.11 Cost of Living (COL) consideration shall apply. The new rate will be applied on each anniversary date of the contract, and calculated as the previous year's rate plus CPI or 3% (whichever is greater).
- 14.12 Unless otherwise specified in this Agreement, all dollar amounts referred to herein are expressed in Canadian dollars.

15 CONFIDENTIALITY

- 15.1 The Commissionaires acknowledges and agrees that it may receive or learn of the Client's Confidential Information in the course of this Agreement. The Commissionaires agree to hold such Confidential Information in strict confidence, using a reasonable standard of care, and to use such Confidential Information only for the benefit of the Client. The Commissionaires further agree (1) to use the Confidential Information only for the purpose of providing the Services; (2) to reproduce the Confidential Information only to the extent necessary to provide the Services; (3) to disclose the Confidential Information to Individuals only if such disclosure is necessary to the performance of the Services (and advise such Individuals of the obligations assumed herein); and (4) unless required by law, not to disclose the Confidential Information to any third party without prior written approval of the Client.
- 15.2 Unless written consent is provided by the other Party, each Party hereto shall hold all trade secrets, proprietary matters, techniques, knowledge and business procedures of the other Party in strict confidence and, without derogating from the generality of the foregoing, shall not disclose such information to any third party, nor shall it use such information in its business or the business of a third party.
- 15.3 The Commissionaires shall, forthwith upon the termination or expiration of this Agreement, or earlier at the Client's request, return to the Client or destroy any documents or software containing personal information and Confidential Information, including copies existing in any format, or, where the Confidential Information or personal information is in an electronic format, delete such information in such manner that the information cannot be recovered and, where appropriate, provide the Client with written confirmation executed by a senior officer of the Commissionaires, certifying that all personal and Confidential Information has been destroyed.

16 INSURANCE

- 16.1 The Commissionaires accepts normal employer responsibilities including associated administrative requirements. The Commissionaires shall maintain in force, during the Term of this Agreement \$5 million Public Liability Insurance and Employee Dishonesty Insurance (Bonding) of \$100,000 per occurrence.

17 INDEMNIFICATION

- 17.1 Where either Party is solely responsible for any loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury as a result of, arising out of or based upon this Agreement and the services outlined in Schedule A, by any intentional act or omission of the responsible Party, their agents, employees and servants (the "Claims"), the responsible Party shall indemnify the other Party and save it harmless from and against all said Claims. If the indemnified Party shall, without any fault on its part, be made a party to any litigation commenced by or without any fault on its part, be made a party to any litigation commenced by or against the other Party, then that Party shall protect, indemnify and hold the other Party harmless and shall pay to that Party upon demand thereof, all reasonable costs and expenses, including reasonable legal fees (on a solicitor-client basis) incurred or paid by the Party in connection with such litigation.

18 LIMIT OF LIABILITY

- 18.1 The Client expressly acknowledges and agrees that the Commissionaires shall provide the Services hereunder on a best effort basis and that the Commissionaires does not warrant any specific outcome or result. Under no circumstances shall the Commissionaires be liable to the Client or any other person or entity for special, incidental, consequential or indirect damages, loss of goodwill or business profits, data loss and any or all other commercial damages or loss or exemplary or punitive damages. For greater certainty, it is expressly agreed that any damages or indemnification obligations that the Commissionaires may have to the Client shall be limited to the amount of any consideration actually paid by the Client to the Commissionaires in the last twelve months, pursuant to this Agreement.

19 TERM AND TERMINATION

- 19.1 Pursuant to subsection 9.1 of this Agreement, the Term of this Agreement shall be for a period of 24 months (the "Initial Term") and shall continue unless it is terminated early in accordance with the terms of this section 19.



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- 19.2 This Agreement shall be automatically renewed for subsequent 24 month periods ("Renewal Term") unless either Party notifies the other Party, in writing, at least sixty (60) days prior to the end of the Initial Term, or any Renewal Term, of its intention not to renew, in which event, the Initial Term or applicable Renewal Term will expire at the end of such Initial or Renewal Term.
- 19.3 All Renewal Terms shall be subject to the same terms and conditions in effect immediately prior to the Renewal Term, subject to any amendments to such terms and conditions or any amendments to the Rates as may be agreed to, from time to time, by the Parties.
- 19.4 In the event that either Party is dissatisfied with the conditions and/or quality of the Services provided, this Agreement may be terminated, upon either Party giving the other Party at least sixty (60) days' notice, in writing.
- 19.5 In the event that the Client commits an act of bankruptcy, makes a proposal to its creditors or becomes insolvent, this Agreement will be terminated automatically and without notice.
- 19.6 In the event that the Client is in default of any of its material obligation hereunder and such default is not remedied within thirty (30) days of the date of receipt of written notice thereof, this Agreement will be terminated automatically and without notice.
- 19.7 In the event that the Client undergoes a change in control which, in the sole opinion of Commissionaires, adversely affects Commissionaires ability to satisfy some or its entire obligation under this Agreement or the Client does not promptly advise Commissionaires of a change in control, this Agreement will be terminated automatically and without notice.
- 19.8 In the event of a termination of this contract by either Party, the client shall pay-in-full, including any arrears, interest and penalties of all recent and outstanding invoices within thirty days of the last day of services provided.

20 SURVIVAL

- 20.1 The rights and obligations, which by their nature extend beyond the termination of this Agreement, shall survive the expiry of the Term or the earlier termination or expiration of this Agreement and shall remain in force and effect after the termination hereof, until such time as the parties may mutually agree to the release of the obligations contained therein. No termination of this Agreement by any party shall affect the rights and obligations of any party which have accrued as of the date of such termination.

21 NOTICE

- 21.1 Except where otherwise provided herein, any notice, provided or permitted hereunder given by one Party to the other, shall be in writing and delivered by courier, facsimile or prepaid registered mail, addressed to the respective Parties at the following addresses:

Client: Rick Richardson
Township of Blandford-Blenheim
47 Wilmot Street South, Drumbo N0J 1G0

Commissionaires: Jaime Routenburg
Commissionaires, Great Lakes Division
1730 Dundas Street London N5W 3E2

- 21.2 Any such notice or other written document shall, if mailed by registered mail as aforesaid be effective five (5) days from the date of mailing; if forwarded by courier, shall be effective on the second Business Day after the day of forwarding; if given by facsimile, shall be effective on the first Business Day after the sending thereof; and if given by personal delivery shall be effective on the first Business Day after delivery.

- 21.3 Any party hereto may, at any time, change its address by giving notice of such change of address to the other Party in the manner specified in Subsection 21.1.

22 ASSIGNMENT OF RIGHTS

- 22.1 The Parties agree that neither this Agreement or any rights or obligations hereunder may be assigned or otherwise transferred without the prior express written consent of the other Party. Any attempt by a Party to effect such a transfer or assignment without such consent shall be null and void for all purposes and shall entitle the other Party, at its sole discretion, to terminate this Agreement immediately.

- 22.2 The rights and obligations which accrue to the Client and the Commissionaires under this Agreement shall pass to its permitted successors or assigns.

23 SUBCONTRACTING

- 23.1 The Commissionaires shall not, without the prior consent of the Client, subcontract either the whole or any part of the Services to be provided by the Commissionaire under this Agreement. The Commissionaires shall retain responsibility for all the Services performed by any of its permitted subcontractors, assume all liability on behalf of its subcontractors and indemnify the Client from and against any damages or claims resulting from the use of any subcontractor. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or its employees and the Client.

24 COMMISSIONAIRES REPRESENTATIONS AND WARRANTIES

- 24.1 The Commissionaires acknowledge that the Client is relying upon the following representations, warranties and covenants:

24.1.1 The Commissionaires has the full right, power and authority to enter into and perform its obligations under this Agreement; and

24.1.2 The Commissionaires shall provide the Services in a manner that shall promote a safe workplace environment.



24.2 The Commissionaires shall ensure that it has all required licenses, consents, approvals and permits necessary to perform its obligations under this Agreement and that it will comply with all statutes, laws, rules, regulations and industry standards existing in Canada with respect to the Services.

25 FORCE MAJEURE

25.1 Neither Party shall be liable for any default or delay in the performance of its obligations hereunder: (a) if and to the extent such default or delay is caused, directly or indirectly, by any cause beyond the reasonable control of such Party; and (b) provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the nonperforming Party through the use of commercially reasonable alternative sources, work-around plans or other means, (individually, each being a "Force Majeure Event").

25.2 In the case of a Force Majeure Event, the non-performing Party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone (to be confirmed in writing within one (1) Business Day of the inception of such delay) and describe in reasonable detail the circumstances causing such delay and the anticipated period of delay or non-performance. If any Force Majeure Event, substantially prevents, hinders or delays performance of the Services by the Commissionaires then performance of the Services shall be excused for the period of the Force Majeure Event and this Agreement shall be deemed suspended up to a maximum of thirty (30) Business Days. Should the Force Majeure Event last longer than thirty (30) Business Days, this Agreement may be terminated without further notice by either Party. The provisions of this paragraph shall not operate to excuse the Client from the prompt payment of any fee or other payment owing to the Commissionaires pursuant to the provisions of this Agreement.

26 ENTIRE AGREEMENT

26.1 This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. This Agreement supersedes and replaces all prior agreements, if any, written or oral, with respect to the Services performed by the Commissionaires and any rights which the Client may have by reason or any such prior agreement or by reason of the Services previously performed, if any, by the Commissionaires. There are no warranties, conditions or representations (including any that may be implied by statute) and there are no agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth or referred to in this Agreement. No reliance is placed on any warranty, representation, opinion, advice or assertion of fact. Accordingly, there shall be no liability, either in tort or in contract, assessed in relation to any such representation, opinion, advice or assertion of fact, except to the extent contemplated above.

27 ENUREMENT

27.1 This Agreement shall enure to the benefit of and be binding upon the Parties and their successors, executors, administrators and their permitted assigns.

28 WAIVER, AMENDMENT

28.1 Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

29 COUNTERPARTS

29.1 This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

30 SEVERABILITY

30.1 The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision will be deemed to be severable. The Parties shall replace any such invalid, unlawful or unenforceable provision(s) with valid and enforceable provisions, which will achieve, to the extent reasonably possible, the economic, business and other purposes of the related provisions.

30.2 The parties agree that in any dispute over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms and conditions, there shall be no inference, presumption or conclusion drawn against either party by virtue of that party having drafted all or parts of this Agreement.

31 ASSIGNMENT

31.1 The parties agree that neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred without the prior express written consent of the other party. Any attempt by a party to affect such a transfer or assignment without such consent shall be wholly void and totally ineffective for all purposes.

32 GOVERNING LAW

32.1 This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

33 FURTHER ASSURANCES



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33.1 The Parties shall do all further acts and things and execute all further documents reasonably required in the circumstances to effect the provisions and intent of this Agreement.

34 HEADINGS

34.1 The headings appearing throughout this Agreement are inserted for convenience only and form no part of the Agreement.

35 TIME

35.1 Time is of the essence in this Agreement.

36 FACSIMILE

36.1 The Parties agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals.

37 AGREEMENT IN ENGLISH

37.1 The Parties have required that this Agreement as well as any notice, document or proceedings relating hereto be written in English.
Les parties aux présentes ont exigé que le présent contrat ainsi que tout autre avis, document ou procédure s'y rapportant soit rédigé en anglais.

IN WITNESS WHEREOF the Company has caused this Agreement to be executed by its duly authorized officers and the Employee has set his hand as of the date first above written.

SIGNED, SEALED AND DELIVERED this 01 day of June, 2017,

Per: _____
Name: _____
Title: _____

I have the authority to bind the corporation

Per: _____
Name: _____
Title: _____

I have the authority to bind the corporation

Per: _____
Name: _____
Title: _____

I have the authority to bind the corporation

Per: _____
Name: Jaime Rautenberg
Title: Assistant Area manager

I have the authority to bind the corporation



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SCHEDULE "A"

SERVICES

Commissionaires Great Lakes will provide By-Law Enforcement Services as detailed in Post Orders.
At minimum, Client will be invoiced 40hrs bi-weekly and all applicable Kms driven for Services performed.

THE TOWNSHIP OF BLANDFORD-BLENHEIM, TOWNSHIP OF NORWICH, MALAHIDE TOWNSHIP BY-LAW ENFORCEMENT

General Description of By-Law Services to be provided:

1. Enforce all Municipal Code Regulations and Municipal By-Laws including, but not limited to, noise, curfews, nuisance, property standards, dogs and open burning;
2. Patrol Township property, including parks, to enforce By-Laws and address any trespass and vandalism issues when directed or requested by the Township;
3. Conduct investigations into complaints and/or By-Law or Provincial offence infractions and determine course of action;
4. Patrol Townships and act on any possible violation of the Municipal Code/By-Law when directed or requested by the Township;
5. Educate the public, when possible, about Municipal By-Laws and enforcement;
6. Ensure the safety of all citizens and businesses in the Townships and Municipalities;
7. Assist Township officials and staff with any By-Law/Provincial offences;
8. Work co-operatively with the Ontario Provincial Police on Township-related matters;
9. Assist in any emergency situations and co-operate with all local emergency services;
10. Provide written reports within 48 hours of end of shift;
11. Have a working knowledge of Part I, II, and III Provincial Notices, Crown briefs;
12. Have a working knowledge of proper Court Procedures, Evidence Procedures and Criminal Code of Canada Matters;
13. Work with Municipal-appointed solicitor for any legal/court proceedings as required;
14. Be on call for emergencies/complaints;
15. Obtain and maintain current training in all areas of By-Law enforcement;
16. Be bondable and carry a current liability insurance policy in the amount of \$2,000,000;
17. Submission of a WSIB Clearance Certificate to the Municipality on a quarterly basis;
18. Carry out all related duties as required from time to time; and
19. Work closely with and under the jurisdiction of the Director of Protective Services.



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SCHEDULE "B"

AREA

Commissionaires Great Lakes will provide By-Law Enforcement services for the Township of Blandford-Blenheim, Township of Malahide, and Township of Norwich:

Travel within the Municipalities required.



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SCHEDULE "C"

FEES

1. The following fee schedule will be effective as per the dates set out in Section 19 of the Services Agreement. Based on the number of Security Staff assigned to the Area in each position, and the hours worked as indicated by the Commissionaires' records, the Client shall pay the Contractor the following fees for the Services:

Position	Regular Time Rate	Overtime Rate	Stat Time Rate
Year 1 By-Law Enforcement Officer	\$30.00	\$30.00	\$50.00
Year 2 By-Law Enforcement Officer	\$30.90	\$30.90	\$51.05
Year 3 By-Law Enforcement Officer option with rates to be negotiated in each year	*The previous year's rate plus CPI or 3%. The new rate will be applied on the anniversary date of the contract.		

Commissionaire provided vehicle patrols the municipality – fuel allowance rate will apply Per KM at \$0.54/km. This revenue is paid in full to employee for travel in the performance of duties.

Commissionaires provided cellphone - \$30.00 per month (local calls only)

All quoted rates are exclusive of HST.

Regular time rate listed in the rate table above includes all statutory benefits in accordance with the Employment Standards Act.

REPORT FA 51 /2018 : To The Full Authority

FROM: Kim Smale, General Manager / Secretary-Treasurer
SUBJECT: Conservation Areas Workshop Conference
DATE: August 7, 2018

Purpose:

To seek permission to send one (1) staff member to the 12th Annual Conservation Areas Workshop Conference.

Discussion:

The Annual Conservation Areas Workshop will be held at Geneva Park in Orillia on October 24th – 26th, 2018. The Workshop provides a valuable opportunity for training, networking and collaboration for field staff of the 36 Conservation Authorities.


This year's theme is "Keeping the Balance, People and Nature."

Workshop streams will include: Balancing Visitation and the Environment, Building Natural Spaces and Risk to Resiliency.

Early Bird Registration before September 4th for the 3-Day Package is \$450.00 + HST per delegate.

RECOMMENDATION:

THAT, the Full Authority authorize the Conservation Areas Supervisor to attend the 12th Annual Conservation Areas Workshop Conference in Orillia on October 24th – 26th, 2018.



Kim Smale
General Manager / Secretary-Treasurer

Correspondence: To The Full Authority

FROM: Kim Smale, General Manager / Secretary - Treasurer

SUBJECT: Correspondence Register, June 1st – 30th, 2018

DATE: June 30th, 2018

GOVERNMENT AGENCIES

Ministry of Environment and Climate Change, Etobicoke

- e-mail "Ontario Forest Biomonitoring Network: Proposed 2018 Monitoring in Plot 47"

Ministry of Natural Resources and Forestry, Peterborough

- notice that Kathy Woeller will be the Acting Director of the Integration Branch for the next several months.
- e-mail "Managed Forest Plan Inquiries"
- e-mail "MFPA Information Bulletin: June 2018"
- e-mail "2018 MFPA Workshops Presentations"
- e-mail "Modifications to Schedule 1 of the Species at Risk Act"
- e-mail "2019 CLTIP Scheduled Properties"
- e-mail "Section 39 Provincial Grant Reporting"

Ministry of Tourism, Culture and Sport, London

- a copy of the signed Change Request Form approving the adjustment to the end date for the Active Naturally Project.
- e-mail "Ontario Sport and Recreation Community Fund – Logos & Acknowledgement"

CONSERVATION AUTHORITIES

Conservation Ontario

- e-mail "Drinking Water Source Protection Webinar"
- e-mail "Service Delivery Review Committee Hazard Program Watershed Planning Projects / Technical Studies / Floodplain Mapping"
- e-mail "CO Response to the Federal Government's Proposed Impact Assessment Act"
- e-mail "Service Delivery Review Committee Ice Management and Shoreline Management Activities"
- e-mail "CO's Comments on the Excess Soil Management Regulatory Proposal"
- e-mail "Service Delivery Review Committee Low Water Response Activities"
- e-mail "Service Delivery Review Committee Hazard Land Securement and Management"
- e-mail "Drinking Water Source Protection Webinar: Knowledge Transfer and Safe Drinking Water Act / Clean Water Act Changes"
- e-mail "Source Water Protection Grant of License – Data Sharing Agreement Between Conservation Authorities and the Ministry of Environment and Climate Change"
- e-mail "Change in Ministry Oversight"

Grand River C.A.

- e-mail "Teleconference for the Section 36 Workplan for Catfish Creek"
- e-mail "Lake Erie Region Source Protection Committee Meeting – June 21, 2018"
- e-mail "Lake Erie Region Management Committee Meeting – October 16, 2018"

Long Point Region C.A.

- notice that Judy Maxwell has been appointed as the new General Manager / Secretary – Treasurer.

Lower Trent C.A.

- notice that their 2018 – 2028 Strategic Plan is available on their website.

Rideau Valley C.A.

- a copy of the Tay River Subwatershed Report 2017.

MUNICIPALITIES

County of Elgin

- notice of a Public Information Session at the East Elgin Community Centre on June 11th, 2018, regarding the installation of a temporary bridge over Catfish Creek to service the community of Port Bruce.

Township of Malahide

- a Notice of Sitting of Court of Revision regarding the Hiepleh – Dance Drain – Branch 'D'.

GENERAL CORRESPONDENCE

Annual Reports

- South Nation C.A.

Minutes

- Maitland Valley C.A.

Newsletters

- Ontario Maple Syrup Producers' Association, Conservation Ontario, The Ontario Woodlot Association.

St. Joseph's Catholic High School, St. Thomas

- a card thanking the CCCA for its participation in the Cooperative Education Program this year.

The Lawson Foundation, Toronto

- notice that our Letter of Intent to the Lawson Foundation's Youth and the Environment Program did not make the short list and has been declined.

Walkerton Clean Water Centre, Walkerton

- notice that Kelsey Oatman has received a Certificate Of Achievement as a "Trained Person" for the Operation of Small Drinking Water Systems.



Kim Smale
General Manager / Secretary - Treasurer

Correspondence: To The Full Authority

FROM: Kim Smale, General Manager / Secretary - Treasurer

SUBJECT: Correspondence Register, July 1st – 31st, 2018

DATE: July 31st, 2018

GOVERNMENT AGENCIES

Environment and Climate Change Canada, Toronto

- notice that our application submitted under the Great Lakes Protection Initiative was not selected for funding.
- e-mail "Recovery Planning Documents on the Species at Risk Public Registry"

Ministry of Environment, Conservation and Parks, Toronto

- e-mail "Source Water Protection Grant of License – Data Sharing Agreement Between CA's and MOECP"

Ministry of Natural Resources and Forestry, Peterborough

- e-mail "Managed Forest Tax Incentive Program Application Deadlines"
- e-mail "Section 39 Conservation Authority 2018 – 19 Grants Ontario Application Deadline"
- e-mail "Provincial Watershed Conditions Statement Issued on July 16, 2018"

Office of the Auditor General of Ontario, Toronto

- e-mail "Survey of Conservation Authorities"

CONSERVATION AUTHORITIES

Conservation Ontario

- e-mail "CA Administrative By – Laws Correction"
- e-mail "CA Administrative By – Law Poll: Access to Municipal Integrity Commissioners"
- e-mail "Office of the Auditor General of Ontario's Survey of Conservation Authorities: Wetland Conservation Strategy"
- e-mail "Aboriginal Engagement Workshop"

Grand River C.A.

- e-mail "Teleconference: Catfish Creek Section 36 Workplan"
- e-mail "Source Water Protection Grant of License Data Sharing Agreement"
- e-mail "Updates to Technical Rules and Tables of Drinking Water Threats"
- e-mail "Next Lake Erie Region Management Committee Meeting"

MUNICIPALITIES

Township of Malahide

- e-mail "By – Law Enforcement Services"

GENERAL CORRESPONDENCE

Elgin Stewardship Council

- an invitation to attend their tour and dinner on July 30th, 2018.

McCune, Jenny

- notice that Carleton University was not able to complete its survey for the Drooping Trillium at the Yarmouth Natural Heritage Area this spring due to scheduling issues.

Newsletters

- Rideau Valley C.A. , Conservation Ontario

YWCA St. Thomas – Elgin, St. Thomas

- a letter thanking the CCCA for the weekend of camping at the Springwater C.A. donated to the 38th YWCA Annual Auction.



Kim Smale

General Manager / Secretary - Treasurer