

**CORPORATION OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK COUNCIL
2022 - 2026**

AGENDA

**for the Meeting to be held on Wednesday November 1, 2023 at the
Innerkip Community Centre, 695566 17th Line, Innerkip, Ontario, at 9:00 a.m.**

1. Call to order and opening remarks
2. Approve Agenda
3. Disclosure of Pecuniary Interest and General Nature Thereof
4. General Business:
 - a) Confirm October 18, 2023, Council Meeting Minutes
 - b) ROEDC – July-September 2023 Activity Report
 - c) Oxford County – Organics Feasibility Study
 - d) Oxford County – William St. SPS Study Public Consultation Centre
5. Delegations & Appointments:
 - a) 9:15 a.m. – Oxford County – Conservation Authority Service Agreements
6. Reports of Municipal Officers and Committees:
 - a) Conferences and Seminars
 - b) County Council – Updates & Questions
 - c) Staff Reports – Updates & Questions
 - d) Staff Report - #CIO2023 – 07 re: Municipal Alcohol Policy Updates
 - e) Staff Report - #PW2023 – 11 re: Dust Suppressant Trial Results
7. By-laws:
8. Other and Unfinished Business:
 - a) Councillor Rudy – Future Capital Building Projects
9. Closed to the Public Session *as authorized under s. 239 of the Municipal Act*:
10. Confirming By-law
11. Adjourn

Placeholder Page for Agenda Item 1 –
Call to order and opening remarks

Use this page to note any opening remarks
you wish to make.

2.

Placeholder Page for Agenda Item 2 –
Approval of the Agenda

Use this page to note items you would like
added to the agenda.

3.

Placeholder Page for Agenda Item 3 – Disclosure of Pecuniary Interest

Use this page to note any Pecuniary Interests
you wish to declare at the meeting.

The Council of the Township of East Zorra-Tavistock met at the Innerkip Community Centre, Innerkip, Ontario at 7:00 p.m. on Wednesday October 18, 2023.

Members Present: Mayor Phil SCHAEFER, Deputy Mayor Brad SMITH and Councillors Scott RUDY, Jeremy SMITH, Steven VAN WYK and Scott ZEHR.

Members Absent: Councillor Matthew GILLESPIE.

Staff Present: CAO-Treasurer Karen DePrest, Clerk Will Jaques, Deputy CBO/ Drainage Superintendent Connor Occleston and Human Resources and Safety Coordinator Jennifer Albrecht.

Mayor SCHAEFER welcomed everyone to the meeting. Councillor SMITH noted that October 15-21, 2023, is local government week. As well, Councillor SMITH noted that October 18th is National Persons Day in Canada, which marks the day in 1929 when the historic decision to **include women in the legal definition of “persons” was handed down by Canada’s highest** court of appeal. Lastly, Councillor SMITH advised that the Innerkip Lions will be conducting their annual food drive on Sunday October 22nd.

Approve
Agenda

1. Moved by: Scott ZEHR
 Seconded by: Brad SMITH
 Resolved that Council approve the agenda for the October 18, 2023, meeting as printed and circulated and further that the following be added to the agenda for this meeting:

- Update – Tree Policy
- Update – Municipal Alcohol Policy

CARRIED.

PECUNIARY INTERESTS:

- None.

Confirm
Minutes -
Council

- 2. Moved by: Jeremy SMITH
Seconded by: Steven VAN WYK
Resolved that Council confirm the Minutes of the October 4, 2023, Council Meeting, as printed and circulated.

CARRIED.

Correspondence & Reports – No Resolutions:

- Oxford County – Increasing Residential Density
- Oxford County–Water/Wastewater Master Plan– Update
- Oxford County – Transportation Master Plan – Update
- Staff Report - #BCO2023 – 08 re: By-law Compliance Reporting
- Staff Report - #CSM2023 – 12 re: Corporate Services Reporting
- Staff Report - #CAO2023 – 13 re: Treasury Reporting

Correspondence & Reports – Resolutions Following:

Zorra – Road Authority Jurisdiction (Insurance Claims & Civil Court Proceedings)

Council reviewed the correspondence from the Township of Zorra regarding Road Authority Jurisdiction, relating to Insurance Claims and Civil Court Proceedings.

- 3. Moved by: Brad SMITH
Seconded by: Scott ZEHR
Resolved that Council support the resolution from the Township of Zorra regarding Road Authority Jurisdiction, relating to Insurance Claims and Civil Court Proceedings.

CARRIED.

Oxford County– Increasing Residential Density

Council reviewed the correspondence from the County of Oxford regarding increasing residential density in urban settlement areas and new developments in the County.

Oxford County– Water/ Wastewater Master Plan – Update

Council reviewed the correspondence from the County of Oxford, which provided an update on the Water/ Wastewater Master Plan.

Oxford County-
Transportation
Master Plan –
Update

Council reviewed the correspondence from the County of Oxford, which provided an update on the Transportation Master Plan.

County Council-
Updates &
Questions

Mayor SCHAEFER provided an update on County Council activities.

Staff Report
#BIDS2023-03
re: McLean
Drain Bid Award

Deputy CBO/ Drainage Superintendent Connor Occleston presented his report to Council regarding the recent bid results for the McLean Drain.

- 4. Moved by: Jeremy SMITH
Seconded by: Scott RUDY
Resolved that Council accept the bid from A.G. Hayter Contracting Ltd. in the amount of \$229,795.00, including contingency;

And further that Council authorizes the CAO-Treasurer to sign the contractual agreement with A.G. Hayter Contracting Ltd., as provided in the bid document package EZT-RFT-23-01.

CARRIED.

Staff Report
#HRSC2023-04
re: Retiree
Benefits &
Working Alone
Policies

Human Resources and Safety Coordinator Jennifer Albrecht presented her report to Council regarding updates to both the Retiree Benefits and Working Alone Township policies.

- 5. Moved by: Scott ZEHR
Seconded by: Steven VAN WYK
Resolved that Council approve the recommendations in Staff Report #HRSC2023-04.

CARRIED.

Staff Report
#BCO2023 – 08
re: By-law
Compliance
Reporting

Council reviewed the Monthly By-law Compliance Report from By-law Compliance Officer Melanie Shiell.

Staff Report
#CSM2023 – 12
re: Corporate
Services
Reporting

Clerk Will Jaques reviewed the Monthly Corporate Services Report with Council.

Staff Report
#CAO2023 – 13
re: Treasury
Reporting

CAO-Treasurer Karen DePrest reviewed the Monthly Treasury Report with Council.

By-law:

6. Moved by: Scott ZEHR

Seconded by: Steven VAN WYK

1st & 2nd
Reading

Resolved that the following by-law be read a first and second time:

- 2023-30 – Ross Drain 1894 Municipal Drain Abandonment By-law

CARRIED.

By-law:

7. Moved by: Jeremy SMITH

Seconded by: Scott RUDY

3rd & Final
Reading

Resolved that the following by-law be read a third and final time:

- 2023-30 – Ross Drain 1894 Municipal Drain Abandonment By-law

CARRIED.

Other and
Unfinished
Business

Mayor SCHAEFER requested an update on both the Tree program report, as well as the report for the proposed updates to the Municipal Alcohol Policy. CAO-Treasurer Karen DePrest advised that staff is hoping to bring both of these items forward to the November 1, 2023, Council meeting.

Adjourn to
Closed to the
Public Session

8. Moved by: Jeremy SMITH

Seconded by: Steven VAN WYK

Resolved that Council does now adjourn to a Closed to the Public Session, at 9:19 p.m., to consider the following matters:

- June 7, 2023, Closed to the Public Session Minutes (s. 239 (2) (b))
- Annual CAO Performance Review (s. 239 (2) (b))

CARRIED.

Rise from
Closed to the
Public Session

9. Moved by: Scott ZEHR

Seconded by: Jeremy SMITH

Resolved that Council does now rise from its Closed to the Public Session at 9:56 p.m.

CARRIED.

Confirming
By-law

10. Moved by: Jeremy SMITH
Seconded by: Brad SMITH
Resolved that By-law #2023-31 being a by-law to confirm the proceedings of Council held Wednesday October 18, 2023, be read a first, second and third time this 18th day of October, 2023;

And further that the Mayor and Clerk are hereby authorized to sign the same and affix the corporate seal thereto.

CARRIED.

Adjourn

11. Moved by: Scott ZEHR
Seconded by: Steven VAN WYK
Resolved that Council does now adjourn at 9:58 p.m.

CARRIED.

Will Jaques, Clerk

Phil Schaefer, Mayor

July – September 15, 2023 Economic Development Activity

Business Support:

- a. General Business/Marketing Support Interactions: 30
- b. Outreach to Design/Builder Industry: 121
- c. Expansion Support: 6
- d. Land Inquiries/Development Support: 10
- e. Business Visits/Events: 8
 - 3 Volunteer Appreciation Gatherings, Canada's Outdoor Farm Show, Makkinks Café Grand Opening, Orange Door Grand Opening, 2 ORE Events

Site/Location Inquiries by Industry:

Daycare, Mechanic, Dust Suppressant Storage, Dry Warehouse, Printing & Distribution, General & Food Manufacturing, Commercial Property/Land for Sale

Projects & Partner Collaboration:

- a. Oxford Rural Entrepreneurs 2023 Networking Event Series
 - Final 2 networking events completed
 - July 20th: Makkink's Flower Farm & Cafe, 15 attendees
 - August 15th: Thames River Melons, 30 attendees
 - Next Steps: Send out survey to gauge interest for next year
- b. Rural Oxford's Shopping Channel - completed
 - 13 business feature videos released/ promoted through our digital channels!
- c. Canada's Outdoor Farm Show, Discovery Farm Woodstock, September 12-14
 - Organized 15 volunteers to staff 4 information booths on Wed, Sept 13th
- d. County of Oxford Economic Development Initiative
 - September 13, Oxford County Council adopted Report No. CS 2023-29 in response to the Economic Development Focus Group Economic Summary and Vision for Collaboration report presented to County Council on June 14
 - Both reports can be found in the board package supplemental attachment
 - Next Steps: County Council coordinating a group meeting to further discuss
- e. 3 Local Success Stories Added to our Newsroom
 - Check out great stories about the people and businesses in Rural Oxford at <https://ruraloxford.ca/news>

- f. Oxford County Builder Association (OCBA) – Industry Research completed
- Building on previous workforce research around programs and resources available to help address general and skilled labour shortages, we came across the OHBA Job Ready program which led to the idea that if Oxford had a local builder association, perhaps the existing Job Ready skills development program could be accessed locally (among the many other benefits an association would bring to industry)
 - Through conversations and inquiries into why the former OCBA closed in 2018, interest in re-establishing a local chapter increased, a list of 300+ potential members was compiled and a digital survey was created
 - We conducted market research to help the design/build industry sector determine whether a local chapter would be valued in Oxford County, and if so, what ideas and priorities the home builders and light construction industry members would have. The survey was sent out via email/newsletter, across social media channels, into online community groups, and through Chambers across Oxford County as well as direct Outreach to industry businesses:
 - o via social media messenger: 50
 - o via telephone calls: 71
 - o Surveys completed to-date: 55
 - Next steps: T. Roschkow, independent of Rural Oxford EDC, will branch off and work directly with former OCBA contacts to review research and determine whether they will re-establish a local OCBA chapter
 - Next steps: R. Stewart will review research and determine any economic development follow up support to be offered to survey respondents
- g. Oxford Connection – Partners have been planning:
- Sept 19: Investor/Developer Appreciation Event (in place of mini-FAM Tour)
 - Otter Creek Golf Course. Networking Golf and Lunch
 - Sept 25 – 28: Canadian Manufacturing Technology Show
 - Canada's national stage for manufacturing technologies, best practices and industry connections
- h. OMAFRA's Launches 2023 Excellence in Agriculture Program
- Award program to celebrate innovations and advancements benefiting the ag/food sector and rural communities – Submission window closed Sept 14
 - We shared the opportunity with numerous Rural Oxford businesses as well as submitted a nomination for C. van Roekel's work in this area
 - About the Program: <https://news.ontario.ca/en/release/1003426/ontario-launches-2023-excellence-in-agriculture-program>
- i. Community Futures Oxford/ Rural Oxford EDC design completed and printed. Next Steps: Replace old and distribute new signs.

Governance & Administration:

- a. Delivered new Director orientation at Blandford-Blenheim Township Office
- b. Organized/hosted 3 Volunteer Appreciation events at different rural businesses to engage outside of the board room and support new local tourism experiences
- c. Received notice of retirement from Director R. Mitchell, effective October 8th
- d. Created a Rural Oxford EDC Director Recruitment ad and began the search for Norwich Township representatives for Council to consider/appoint in October
- e. Working with Karen on YTD Budget Analysis and Draft 2024 Budget Preparation
- f. Community connection meetings with WOWC, SCOR EDC, Small Business Centre, and Community Futures Oxford and Tillsonburg Multi-Service Centre, MP Arpan Khanna and MPP Ernie Hardeman

Will Jaques

Subject: Council Report No. PW 2023-42 - Organics Feasibility Study

From: Laura Hamulecki <lhamulecki@oxfordcounty.ca>

Sent: Wednesday, October 25, 2023 3:00 PM

To: Will Jaques <wjaques@ezt.ca>

Subject: Council Report No. PW 2023-42 - Organics Feasibility Study

Good Afternoon,

Please be advised that Oxford County Council, at its meeting held on October 25, 2023, adopted the following recommendations contained in Council Report No. PW 2023-42, entitled “*Organics Resource Recovery Technologies Feasibility Study*”:

- 1. That County Council approve, in principal, a County-owned organics processing facility utilizing Covered Aerated Static Pile Composting technology as the preferred organic waste technology concept for future implementation consideration;**
- 2. And further, that County Council authorize staff to develop various source separated organics (SSO) collection options for inclusion in draft 2024 procurement documents for overall County curbside waste collection services (garbage, organics, large article, ineligible recycling sources) to be effective January 1, 2026, and present such service options for Council consideration and approval prior to market release;**
- 3. And further, that County Council authorize staff to develop draft 2024 procurement documents for third party SSO processing to receive waste from the preferred County SSO collection program (derived from Recommendation 2), effective January 1, 2026, until feasibility of a County-owned organics processing facility (Covered Aerated Static Pile Composting technology) can be further evaluated and considered for County Council’s final approval;**
- 4. And further, that County Council authorize staff to undertake a six week public engagement campaign that will seek input on the proposed organics management program and consider the resulting feedback during the development of the proposed procurement documents noted in Recommendation 2;**
- 5. And further, that County Council pre-approve one contract waste management technician as part of the County’s 2024 waste management operating budget to provide operational support for SSO program development, contract procurement, education and outreach as well as prepare for the significant changes the County will experience with its municipal blue box program transition to full Extended Producer Responsibility (EPR).**

Attached is a copy of the report for reference. Please distribute to members of Council for their information, as well as any appropriate staff.

Kind Regards,

LAURA HAMULECKI (She/Her/Hers) | Administrative Assistant

Public Works, Oxford County

519.539.9800 x 3110



Report No: PW 2023-42
PUBLIC WORKS
Council Date: October 25, 2023

REPORT TO COUNTY COUNCIL

Organics Resource Recovery Technologies Feasibility Study

To: Warden and Members of County Council

From: Director of Public Works

RECOMMENDATIONS

1. That County Council approve, in principal, a County-owned organics processing facility utilizing Covered Aerated Static Pile Composting technology as the preferred organic waste technology concept for future implementation consideration;
2. And further, that County Council authorize staff to develop various source separated organics (SSO) collection options for inclusion in draft 2024 procurement documents for overall County curbside waste collection services (garbage, organics, large article, ineligible recycling sources) to be effective January 1, 2026, and present such service options for Council consideration and approval prior to market release;
3. And further, that County Council authorize staff to develop draft 2024 procurement documents for third party SSO processing to receive waste from the preferred County SSO collection program (derived from Recommendation 2), effective January 1, 2026, until feasibility of a County-owned organics processing facility (Covered Aerated Static Pile Composting technology) can be further evaluated and considered for County Council's final approval;
4. And further, that County Council authorize staff to undertake a six week public engagement campaign that will seek input on the proposed organics management program and consider the resulting feedback during the development of the proposed procurement documents noted in Recommendation 2;
5. And further, that County Council pre-approve one contract waste management technician as part of the County's 2024 waste management operating budget to provide operational support for SSO program development, contract procurement, education and outreach as well as prepare for the significant changes the County will experience with its municipal blue box program transition to full Extended Producer Responsibility (EPR).

REPORT HIGHLIGHTS

- The purpose of this report is to inform County Council of the preferred organic waste diversion concept identified in the 2023 Organics Resource Recovery Technologies (ORRT) Feasibility Study.
- The preferred organic waste diversion concept entails residential curbside collection of source separated organics, also known as a green bin program, that is comingled and processed with brush, leaf and yard waste using covered aerated piles (aerobic composting). This technology can be incorporated at the Oxford County Waste Management Facility (OCWMF) composting facility for increased production and sale of quality finished compost material.
- A County-wide residential SSO curbside collection program can be included in the draft 2024 Request for Proposal (RFP) documents for procurement of contracted curbside waste (garbage, SSO, large article, ineligible recycling sources) collection services for implementation starting January 1, 2026. The draft RFP will include various collection scenarios for Council's consideration and approval before RFP documents are finalized and released to the open vendor market in Q2, 2024 and ultimately awarded in Q3, 2024.
- A potential County-wide SSO collection program may initially utilize a third party for processing of collected SSO, effective January 1, 2026, until development of a County-owned processing facility is further evaluated and considered for implementation based on organics capture rates and actual quantities collected in the first few years of the program.
- The 20 year lifecycle cost (in 2023 dollars) for implementation and operation of an SSO collection and processing system is estimated at approximately \$190/tonne (in comparison to existing organics landfill costs of approximately \$100/tonne) and is estimated to extend the life of the County's landfill by approximately 10 years pending organics capture rates.

IMPLEMENTATION POINTS

In 2024, staff will proceed with a six week public engagement campaign to seek input on the proposed organics management program, including the provision of curbside SSO collection.

Staff will proceed with the development of draft RFP documents for procurement of contracted residential curbside waste (garbage, SSO, large articles, ineligible recycling sources) collection services for implementation starting January 1, 2026, and will include various collection scenarios for Council's consideration and approval before RFP documents are released to the open vendor market in Q2 2024. The feedback received from the public engagement campaign will also be considered in the development of the draft RFP documents.

Residential collection scenarios include, but will not be limited to, a County-wide SSO collection program versus urban areas only as well as potential reduction in garbage collection frequency (i.e. biweekly) to promote SSO participation. Concurrent with the procurement of residential curbside collection services, procurement of a third party SSO Processor may be required for initial implementation of the SSO collection program until development of a County owned processing facility can be further evaluated and considered for implementation in 2030.

Financial Impact

A Discounted Cash Flow financial model was developed as part of the ORRT study to provide high level cost comparisons for the five short-listed organic waste diversion technology scenarios as described in the Comments section of this report.

The ORRT financial model is based on a 20 year lifecycle period with implementation of an SSO collection program starting on January 1, 2026 to align with the transition of the Blue Box program to full EPR when the County will no longer be responsible for recycling collection from eligible sources (residential, schools, long term care homes, etc.). The financial model includes capital and annual operating costs, as well as cost estimates for out of County transportation and third party tipping fees (\$/tonne), and any offsetting revenue from end-product marketing.

The financial analysis for the implementation of an SSO program excludes any potential operating cost increases for collection and landfilling of garbage as a result of anticipated reduction of curbside garbage set outs and associated revenue impacts (bag tags, tipping fees).

The results of the financial analysis for each ORRT scenario (including curbside collection) are summarized in Table 1. Life cycle costs for each scenario represent the Net Present Value of the annual cash flow over the analysis period (20 years) divided by the estimated organic waste tonnage, and are discounted to account for the time value of money to represent 2023 dollars.

Table 1: Financial Analysis of ORRT Scenarios (excluding curbside collection)

	Scenario 1 Third party wet AD ¹ out of County	Scenario 1.1 Direct haul third party wet AD out of County	Scenario 2 Third party aerobic composting out of County	Scenario 3 Co-digestion at Ingersoll WWTP ²	Scenario 4 Aerated static pile composting at OCWMF ²	Baseline Status quo landfilling organics at OCWMF
Upfront Capital Costs	\$2.8 - \$5.2	\$0	\$2.8 - \$5.2 M	\$33.9 –\$62.9 M	\$4.1 - \$5.6 M	\$0
Capital Costs over 20 years	\$7.6 M	\$7.6 M	\$7.6 M	\$7.6M	\$12.9 M	\$0
Annual Operating Costs	\$1.7 M	\$1.3 M	\$1.4 M	\$700 K	\$830 K	\$625 K
Net Present Value	- \$28.4 M	- \$21.3 M	- \$26.3 M	- \$57.4 M	- \$26.3 M	N/A
Lifecycle Costs (2023 \$/tonne)	\$210	\$160	\$190	\$410	\$190	\$100

¹ Wet Anaerobic Digestion

² Assumes utilization of third party processing for the first 4 years of the SSO collection program until construction of new County infrastructure in-service by 2030.

Additional organics (green bin) curbside collection costs would be common to all of the above ORRT Scenarios. Upfront capital costs would include the initial and annual replacement costs of curbside organic household collection carts (initial cart purchase estimated at \$2.7 million, with a 10 percent annual cost of \$270,000 for new carts/replacements). No annual curbside collection operating costs were factored into the organics management financial analysis as it was assumed such operating costs would be completely offset from reallocation of funds (cost savings) derived following the transition of the municipal recycling program to full EPR.

As well, the County will require one contract waste management technician as part of the County's 2024 waste management operating budget (approximately \$78 K) to provide operational support for SSO program development, contract procurement, education and outreach as well as prepare for the significant changes the County will experience with its municipal blue box program transition to full EPR.

Communications

Staff from the City of Woodstock (Woodstock) and Township of South-West Oxford (SWOX), who perform contracted curbside waste collection on behalf of the County in these areas, participated as part of the ORRT Project Team with County staff and the study consultant, GHD Limited (GHD) and assisted in the development of the preferred organic waste diversion concept for processing residential SSO. The Study findings were also presented and discussed with the Zero Waste Oxford Committee on October 18, 2023.

Development of residential SSO collection scenarios and potential changes to residential garbage collection frequencies as well as other program details will involve ongoing collaboration with Woodstock and SWOX staff to inform the terms of reference as part of the draft 2024 RFP for curbside waste collection services. Such collaboration will encourage consideration of regional versus local approaches to facilitate the collection of food and organic waste from urban settlement areas as per the province's Food and Organic Waste Policy Statement.

As previously noted, staff are recommending to undertake a six-week public engagement campaign to seek input on the organics management program, including curbside SSO collection. The campaign intends to afford a virtual town hall meeting, Speak-Up Oxford and ongoing advertisements. The presentation material will also be posted on the County's website for public review and comment. Following public consultation, findings will be presented to County Council and will help to inform 2024 Request for Proposal (RFP) documents for procurement of contracted curbside waste (garbage, SSO, large article, ineligible recycling sources) collection services for implementation starting January 1, 2026.




Following potential Council approval to proceed with implementation of an SSO collection program, an extensive promotion and education campaign will also need to be undertaken to prepare residents in advance of program implementation. This will include social media, website, newspaper, and radio promotions as well as information brochures that can be included with the distribution of household carts and the annual waste management calendar.

Report No. PW 2023-42 will be circulated to Area Municipalities for information.

2023-2026 STRATEGIC PLAN

Oxford County Council approved the [2023-2026 Strategic Plan](#) on September 13, 2023. The Plan outlines 39 goals across three strategic pillars that advance Council's vision of "Working together for a healthy, vibrant, and sustainable future." These pillars are: (1) *Promoting community vitality*, (2) *Enhancing environmental sustainability*, and (3) *Fostering progressive government*.

The recommendations in this report supports the following Strategic Plan Pillars and Goals:

		
<p>Promoting community vitality</p>	<p>Enhancing environmental sustainability</p>	<p>Fostering progressive government</p>
	<p>Goal 2.2 – Preserve and enhance our natural environment</p>	<p>Goal 3.1 – Continuous improvement and results-driven solutions Goal 3.2 – Collaborate with our partners and communities</p>

See: [Oxford County 2023-2026 Strategic Plan](#)

DISCUSSION

Background

The ORRT study objective and associated tasks were presented to County Council in Report No. [PW 2022-33](#) along with findings of the 2021 residential waste characterization audit that identified 60% of the black bag (by weight) as being comprised of organic material, that potentially could be diverted from the landfill and recovered for beneficial use.

The study objective was to evaluate and identify preferred waste diversion implementation concept(s) for residential and other organic material sources that will best position the County to meet compliance with upcoming legislative requirements and policy changes, as well as provide the following long term operational, financial, and environmental benefits:

- Extend the overall operating lifespan of the OCWMF landfill by advancing the goals of the County's Zero Waste Plan;
- Reduce future landfill methane emissions through diversion of food and organic waste;
- Maximize waste resource revenues from preferred waste diversion implementation concept(s) and beneficial reuse (compost, energy/biogas); and
- Utilize proven and well-established technology concept(s) that are easily scalable.

In contrast, there are no regulations or mechanisms to enforce Industrial, Commercial and Institutional (ICI) establishments to dispose of their waste within the County, but cost could play a role in the decision of where to dispose of the waste in the future. The provision of municipal waste services to ICI establishments has not been considered a responsibility of Ontario municipalities. As a result, municipalities in Ontario and Canada have generally adopted a “hands off” waste management approach as they consider ICI waste to be adequately managed by private sector waste service providers. Further, waste generated from the ICI sector is difficult to quantify since it is generally collected by private haulers and exported out of the County.

Legislative Requirements and Policy Changes

Ontario’s Food and Organic Waste Framework

The Provincial Food and Organic Waste framework under the *Resource Recovery and Circular Economy Act (2016)* currently provides a policy statement that identifies mandatory municipal organic waste diversion targets by 2025 based on population thresholds/densities by local municipality (Report No. [PW 2020-56](#)). Municipalities meeting population and density thresholds are required to provide curbside collection of SSO as a preferred diversion method, although alternatives to SSO may be used if diversion targets can be met. Of note, the service areas within Woodstock and Tillsonburg would be required to meet 50 percent organic waste diversion targets by 2025 (year end) based on their respective populations at that time.

The Provincial policy statement encourages consideration of regional approaches to facilitate the collection of food and organic waste from urban settlement areas and acknowledges a preference for curbside SSO collection; however, allows for flexibility in the type of collection program that is implemented. Currently, over ninety (90) municipalities in Ontario offer a residential curbside SSO collection and processing program (also known as a green bin program) which can divert between 30% to 60% of organics from landfill pending residential participation (capture rate) and actual (source) diversion rates.

Municipalities that do not meet the specified population/density thresholds are required to provide for resource recovery of food and organic waste at a minimum through means such as home composting, community composting and local event days. In this regard, the County currently affords a program to support backyard composting and green cone digesters.

In addition to the above Provincial framework (to which guidance materials are yet to be released to municipalities), an anticipated landfill ban of food and organic waste within Ontario may be in place by 2030.

Blue Box Program – Full Extended Producer Responsibility

Blue Box collection services in Oxford County will be transitioning to the province-wide common collection system on December 31, 2025 at which time Producers will be accountable and financially responsible for curbside collection of recyclable material from eligible sources under full EPR regulatory requirements (Report No. [PW 2023-30](#)). At that time, County-wide resources and funding previously allocated for recycling collection and processing could be alternatively considered as a means to implement a potential SSO collection program.

Federal Regulatory Framework for Landfill Methane Emissions

Development of a County organic waste diversion system that utilizes resource recovery for beneficial use aligns with the federal initiative and proposed regulatory framework under the *Canadian Environmental Protection Act, 1999* to reduce future methane emissions from municipal landfills (Report No. [PW 2022-23](#)) and the associated climate impacts from greenhouse gases.

Comments

The ORRT Feasibility Study undertaking involved a comprehensive review and evaluation of organic waste collection and processing strategies including potential integration of existing County operations (wastewater biosolids, brush, leaf and yard waste composting, backyard composting and green cone digesters) to define the preferred technology concept(s) to meet legislative requirements pertaining to organics management and further advance the County's Zero Waste Plan goals and objectives. An executive summary of the ORRT final study report is provided in Attachment 1.

Waste Generation Forecast

The assessment of organic waste quantities and evaluation of organic waste diversion concepts as part of the ORRT study was based on County-wide implementation of a weekly residential SSO curbside collection program. A sensitivity analysis was also carried out based on organic waste quantities based on implementation of a weekly residential SSO collection program in Woodstock, Tillsonburg and Ingersoll only.

The 20 year organic waste generation forecast, based on the 2021 County-wide curbside garbage waste audit, from residential sources (avoidable/unavoidable food waste, pet waste, tissue and paper towels, and leaf and yard waste) is estimated between 5,200 to 9,500 tonnes per year based on minimum and maximum capture rates of 45 and 60 percent respectively. Capture rates are dependent on program participation, which is typically lower upon initial implementation, and can be increased through promotion and education, reduced garbage collection frequency and/or garbage user fees (bag tags) adjustments.

Within these quantities of organic waste, the economic viability of various organic waste processing technologies were assessed based on specific tonnage threshold and economy of scale considerations. Organic waste from the ICI sector within the County was excluded from the waste generation forecast given it is difficult to quantify since ICI waste is managed in part by the private sector as previously noted. A potential landfill organics ban in 2030 may provide an opportunity to solicit SSO from ICI sources and generate additional revenue subject to available capacity at a County-owned processing facility; however, it is likely the County would be competing with private industry for ICI organic material.

ORRT Short Listed Scenarios

A preliminary evaluation of eight ORRT scenarios were initially identified to which five were short listed based on the most viable technologies (market availability/reliability, capital costs, organic tonnage thresholds) and the most suitable organics collection and processing site options. The five short-listed ORRT scenarios noted below were carried forward for further development and financial analysis as well as site configuration and infrastructure needs.

- Scenario 1: Third Party Wet Anaerobic Digestion (AD) – Out of County Processing
- Scenario 1.1: Third Party Wet AD (direct haul) – Out of County Processing
- Scenario 2: Third Party Aerobic Composting – Out of County Processing
- Scenario 3: Anaerobic Co-digestion at Ingersoll WWTP – In County Processing
- Scenario 4: Covered Aerated Static Pile Composting at OCWMF (direct haul) – In County Processing

Scenarios 1, 1.1, and 2 utilize third party processing and would require a transfer station at the OCWMF (except Scenario 1.1 with direct haul) for shipment to a processing facility. Whereas Scenario 3 and 4 would involve integration with existing County processes and require new County-owned infrastructure but would include offsetting revenues from marketing of end products (energy/biogas compost).

Scenario 1: Third Party Wet Anaerobic Digestion (AD) – Out of County Processing

Anaerobic (absence of oxygen) digestion (AD) is a biological process, commonly utilized in wastewater treatment facilities, that degrades organic material and generates methane or biogas. SSO for wet AD requires pre-processing to remove contaminated material (glass, plastic) and is mixed with water to create a slurry that can be pumped into sealed vessels for anaerobic digestion.

Biogas as a by-product of the AD process can be utilized as a fuel source to generate heat and electricity, and can also be used as renewable natural gas (RNG) and added directly to a natural gas distribution system if feasible. Residual material from the AD process is suitable for land application as a soil amendment.

This scenario does not require any County-owned infrastructure, with the exception of a local transfer station, but relies on a third party vendor to have available capacity to process the County generated organic tonnage and would be subject to associated processing costs (tipping fees). Collected SSO material would be transported out of County for processing without any local benefit from resource recovery.

Scenario 1.1: Third Party Wet AD (direct haul) - Out of County Processing

This scenario is the same as Scenario 1 except it would involve a direct haul to a local (In County) organics pre-processing facility (eliminating the need for a County-owned organics transfer station) prior to transportation to an out of County processing facility. Similar to Scenario 1, the County would be subject to an SSO processing unit rate tipping fee (\$/tonne) without local benefit from resource recovery.

Scenario 2: Third Party Aerobic Composting – Out of County Processing

Composting is an aerobic biological process for the decomposition of SSO, leaf, yard and animal waste, and woody material to produce a nutrient rich soil amendment.

Organic materials would be collected and delivered to an in-County local transfer station, prior to transportation to an out-of-County processing facility which could employ various composting technologies such as static windrows, covered aerated piles and in-vessel/containerized systems.

In this scenario, the County would also be subject to unit rate tipping fees (\$/tonne) and any revenue generated from the sale of finished compost would be retained by the third party processor.

Scenario 3: Anaerobic Co-digestion at Ingersoll WWTP

This scenario is a similar process to Scenario 1 but involves co-digestion with municipal wastewater sludge and would require significant infrastructure upgrades at the Ingersoll WWTP that generally would include process buildings and structure, mechanical equipment, odour suppression, and instrumentation and control equipment.

The addition of SSO to the wastewater treatment process would increase biogas generation for utilization as a fuel source (heat, electricity, RNG) as well as increased biosolids production that would need to be additionally managed at the County's Biosolids Centralized Storage Facility (BCSF) for ultimate land application.

Scenario 4: Covered Aerated Static Pile Composting at OCWMF (direct haul)

SSO is co-mingled with brush, leaf and yard waste that is currently processed at the County's composting facility at the OCWMF and would involve an expansion of the existing composting facility to include pre-processing and aeration systems.

The compost facility at the OCWMF currently produces beneficial soil amendment material that is sold locally and used for the production of gardening and landscaping products (e.g. triple mix, potting soil). In 2022, approximately 17,500 tonnes of finished compost derived from leaf and yard waste (only) was produced to generate \$315,000 of operating revenue.

Scoring Evaluation of ORRT Scenarios

A scoring evaluation matrix was developed as part of the ORRT study based on the Future Oxford Multi Criteria Assessment (MCA) tool pertaining to the impact on local environment, economy, community and implementation. Evaluation criteria, sub criteria, weighting and scoring guidelines were developed with the ORRT project team to produce an overall evaluation score for each of the five ORRT Scenarios. The results of the MCA scoring evaluation are summarized in Figure 5.

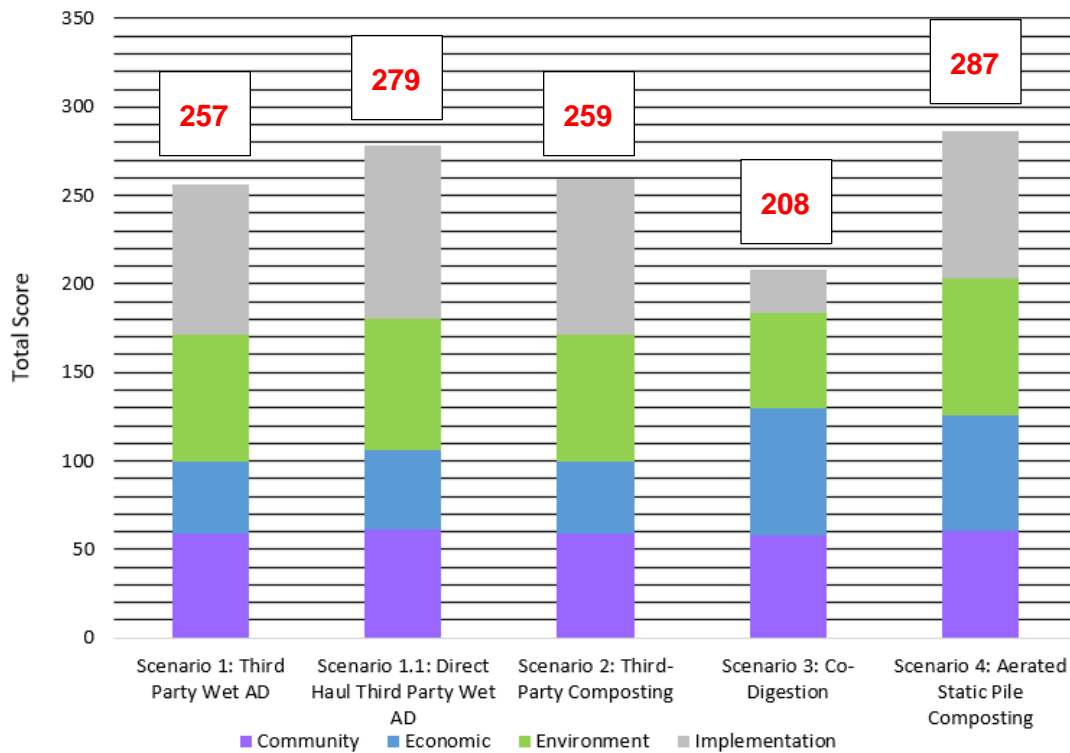


Figure 1: MCA Scoring Results for ORRT Scenarios

As shown in Table 1, the results of the financial analysis indicate that any organics management scenario will require an increase in lifecycle costs by at least 50% to 90% compared to the current landfilling costs and also require additional start up capital costs of ~ \$2.7 M for green cart procurement (and annual operating costs of ~ \$270 K for new/ replacement carts).

Scenario 3 had the lowest overall MCA score largely due to the high procurement risks, costs, processing challenges, and required approvals. This scenario had the highest NPV life cycle costs due to significant capital upgrades that would be required at the Ingersoll WWTP including annual operating costs and additional biosolids management, with some cost offset achieved through increased digester biogas production for beneficial reuse.

Out of County third party scenarios (Scenario 1, 1.1 and 2) had similar order of magnitude lifecycle costs requiring implementation and annual operation of a local transfer station (except Scenario 1.1) as well as out of County transportation and processing (tipping fees) costs and provide beneficial reuse of a marketable end product (biogas, compost) to the economies outside of Oxford County.

While second in overall MCA scoring, Scenario 1.1 had the lowest NPV life cycle costs largely due to the exclusion of a local transfer station that would be required for the other third party scenarios since direct haul to an in-County third party processor is possible (Scenario 1 and 2). This scenario does not require any infrastructure construction and associated approval requirements but would result in increased transportation costs and related environmental impacts and does not afford the local benefit of a reusable end product.

Scenario 4 had comparable life cycle costs to the out of county third party scenarios and would require initial infrastructure upgrades and ongoing capital and annual operating costs, partially offset from the sale of high quality finished compost material. Scenario 4 would not require a local transfer station, out of County transportation costs and third party tipping fees and had the highest MCA overall score, affording the highest environment benefit (lowest GHG emissions), highest economic value (no tipping fees, sale of high quality compost, lowest transportation costs) and greatest benefit to local community economies within Oxford.

Preferred Organic Waste Diversion Concept

The covered aerated static pile compost technology for SSO processing (Scenario 4) was recommended as the preferred organic waste diversion concept and is widely used throughout Ontario (Toronto, Waterloo, Peel, Peterborough, Simcoe, etc.) and North America with proven success. A County-wide SSO program can potentially increase the landfill diversion rate between 6 and 8 percent and extend the life of the landfill at the OCWMF by approximately 10 years based on anticipated County-wide residential organics capture over a 20 year period.

Infrastructure requirements would require expansion of the existing OCWMF compost facility with an enclosed building to receive and pre-process SSO (shredder, rotary trommel screen). Pre-processed SSO would then be mixed with brush, leaf and yard waste for final processing outdoors in concrete bunkers equipped with aeration, cover system, and leachate collection.

The potential co-mingling of SSO will expand both the quality and quantity of current finished compost material outputs for beneficial reuse and higher sales locally, with a relatively simple approval and construction process. The County currently receives \$18 per tonne for finished compost whereas with advanced processing technology / co-mingled addition of SSO affords the potential to receive a \$30 per tonne sale rate.

County Curbside Waste Collection Contract and Municipal Service Agreements

The County's current curbside collection contract for garbage, recycling, and large article expires on April 30, 2025 with two one-year optional extensions. It is anticipated that a contract extension with the County's current curbside collection Contractor will be negotiated to align with the County's Blue Box transition date of December 31, 2025, at which time curbside collection of recyclable material will no longer be a municipal responsibility. Such agreement re-negotiations could also potentially consider the addition of SSO collection and processing within the same service area as applicable.

As per Report No. PW 2022-33, Council directed staff to negotiate and execute amendments to the County's waste management service agreements with Woodstock and SWOX to reflect the changes associated with the transition of the municipal Blue Box Program to full EPR. Such agreement re-negotiations could also potentially consider SSO collection within their respective service areas as applicable pending cost competitiveness.

The potential inclusion of SSO as part of a new curbside waste collection contract and municipal service agreements will afford opportunities to consider changes to garbage collection frequency (i.e. biweekly) in order to promote SSO participation and program efficiencies.

CONCLUSIONS

The proposed organics waste management and processing technology approach, covered aerated static pile compost technology (Scenario 4), is commonly employed in Ontario and across North America. This organics processing technology affords sustainable benefits to the local Oxford Community and environment, although such benefits come with a notable increase in cost (90%) compared to current organics landfilling practices, which are anticipated to be federally banned by 2030.

A County-wide residential SSO curbside collection program could be included in the 2024 RFP documents for procurement of contracted curbside overall waste collection services (garbage, SSO, large article, ineligible recycling sources) for implementation starting January 1, 2026 which would formally align with the County's transition of its municipal blue box program to full EPR. Operational savings from the transition to full EPR could be reallocated to offset SSO curbside collection and start-up costs.

SIGNATURES

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Original signed by

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Departmental Approval:

Original signed by

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Director of Public Works

Approved for submission:

Original signed by

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Chief Administrative Officer

ATTACHMENT

Attachment 1 – Organics Resource Recovery Technology Report Executive Summary

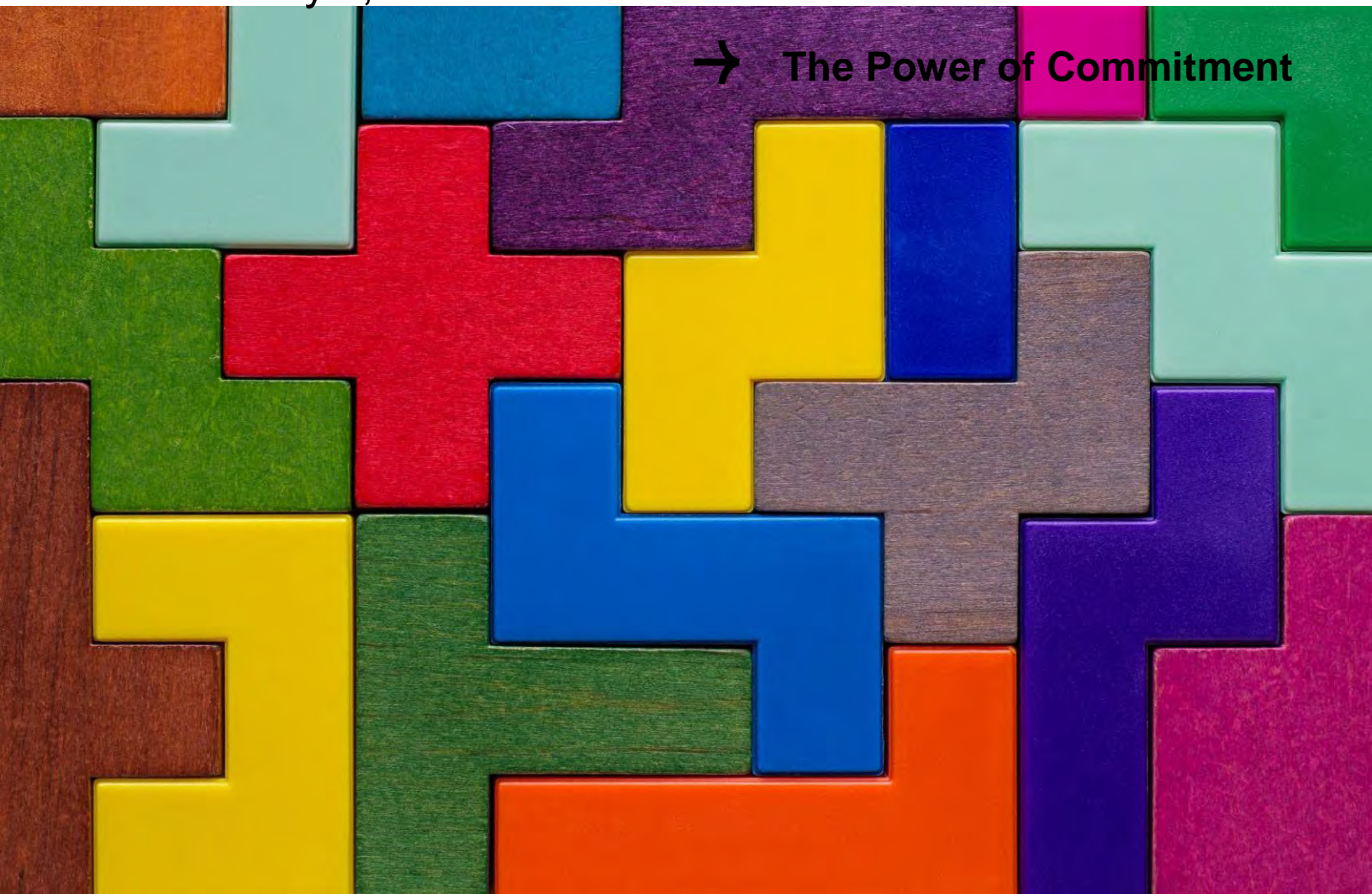


Final Integrated Waste Diversion Technology Concepts Report

Report 6

Oxford County

February 9, 2023



→ The Power of Commitment

Project name		Oxford Organics Resource Recovery Technology Review					
Document title		Final Integrated Waste Diversion Technology Concepts Report Report 6					
Project number		12576339					
File name		12576339-RPT-6-Final Report-DRAFT.docx					
Status Code	Revision	Author	Reviewer		Approved for issue		
			Name	Signature	Name	Signature	Date
S4	01	Amelia Soutar, Tanya Bogoslawski	Michael Cant		Michael Cant		02/09/2023

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Executive Summary

The County of Oxford (the County) is looking to develop an organic waste management strategy that will make lasting contributions to sustainability in the County, creating opportunities to benefit both the environment and the community. The County is required to develop an organic waste management and processing system that follows the frameworks laid out by the Resource Recovery and Circular Economy Act, 2016 and the Ontario Food and Organic Waste Policy Statement (OPPS or Policy Statement). Under the Policy Statement, as the City of Woodstock will be legislatively required to divert organic waste from single family dwellings based on population and it is highly likely that the Town of Tillsonburg will also be required to divert organic waste based on its population growth projections. The target for both municipalities will be 50% waste reduction and resource recovery. Further to this legislative requirement, the County's Zero Waste Plan (2018) commits to achieving 90 percent overall waste diversion by 2025 to extend the service life of the County's landfill to the year 2100.

Methodology

This Organics Resource Recovery Technology (ORRT) Review project evaluates organic waste processing strategies to help the County achieve these targets, while also considering synergistic benefits of integrating existing wastewater/biosolids, solid waste, and potential other operations that intersect with the waste/water/energy nexus. The ORRT Review evaluated these technologies in the context of the County's existing waste management systems, existing infrastructure, and considered the differing needs of the municipalities within the County. Only by considering the County's specific situation and needs can the best ORRT and waste management scenarios be developed.

Five reports were completed as part of this project and have been summarized in this Final Report. Each report was a separate task for the project as outlined below:

- Task 1 Waste Management Background Review, Waste Generation Forecast, and Legislative Review
- Task 2 Identification of Integrated Waste Diversion Technology Concepts (ORRT Scenarios)
- Task 3 Financial Analysis of Short-Listed Integrated Waste Diversion Technology Concepts (ORRT Scenarios)
- Task 4 Preferred Integrated Waste Diversion Technology Concepts (ORRT Scenarios)
- Task 5 Funding Opportunities

Task 1

Task 1 looked to define the County's current waste management systems, current and impending policies and regulations that will affect waste management, and current and emerging organic waste processing technologies.

It was estimated that between 5,200 and 9,500 tpy organic materials could be collected for processing over the next 20 years. With this quantity of organic waste, the more complex waste processing technologies (i.e., in-vessel composting, stand-alone anaerobic digestion, advanced thermal treatment) become less economically viable without the consideration of importing waste from out of County. The technologies that remained potentially economically viable are a covered aerated static pile composting system or co-digestion in an existing WWTP digester tank such as the Ingersoll WWTP. By diverting SSO from the OCWMF, the County estimated that landfill life could potentially be extended from 2050-2055 to between 2059-2066.

The Task 1 report also presented evaluation criteria that best suits the County's vision of growing stronger together. The criteria were used later in the project to evaluate ORRT scenarios. The evaluation criteria were developed with stakeholders within the County, considering the goals and objectives for organics resource recovery, and using the evaluation criteria developed through the waste recovery and reduction technologies (WRRT) works in 2018.

Task 2

Eight long-listed scenarios were identified, from which four short-listed scenarios were ultimately chosen for further consideration. The short list of four ORRT scenarios are a combination of the best technology options with the best site options. These options were determined through a combination of GHD’s technical knowledge and the County’s local knowledge, with deference to the evaluation criteria and project goal established during Task 1.

The four short-listed ORRT site scenarios as determined during Task 2 are:

- Scenario 1: Third-party wet Anaerobic Digestion (AD)
- Scenario 2: Third-party composting
- Scenario 3: Anaerobic (co-)digestion at the Ingersoll WWTP
- Scenario 4: Aerated static pile composting at OCWMF

A fifth scenario (Scenario 1.1) was added to assess the direct haul of organics to an in-County third-party AD pre-processing facility (and hauled to out-of-County AD processing facility), where the transfer station would not be needed.

Task 3

The above five scenarios were carried forward into Task 3 Financial Analysis of Short-Listed ORRT Scenarios, for further development and financial analysis. Conceptual facility site configurations and detailed financial analyses were prepared for each scenario. The site configurations and financial analyses provided a deeper understanding of the ORRT scenarios, providing insight to help select which scenario may best fit the County’s specific needs.

The Extended Producer Responsibility (EPR) transition for the County is set for January 1, 2026. At that time, the County’s split waste trucks could be repurposed to collect garbage and food waste, from garbage and recyclables. The Policy Statement notes that an SSO collection program is to be in place if there is not one in place by 2025.

In discussions with the County, the financial model assumed a timeline from 2026-2046 when an SSO program will be operational. Construction of new infrastructure would occur in 2029, with operations in 2030. Third-party processing has been assumed for the first 4 years of the SSO collections program. Results are presented in 2023 dollars.

The following table provides a summary of the financial model.

Table ES.1 Financial Analysis Summary

	Scenario 1 – Third-party wet AD	Scenario 1.1 – Direct haul third-party wet AD	Scenario 2 – Third-party composting	Scenario 3 – Co-Digestion at Ingersoll WWTP	Scenario 4 – Aerated static pile composting at OCWMF	Baseline (Status quo landfilling organics)
CAPEX (upfront)	\$2.8 - \$5.2 million	\$0	\$2.8 - \$5.2 million	\$33.9 - \$62.9 million	\$4.1 - \$7.6 million	\$0
CAPEX (sustaining)	\$7.6 million	\$7.6 million	\$7.6 million	\$7.6 million	\$12.9 million	\$0
OPEX (annual) ¹	\$1.7 million	\$1.3 million	\$1.4 million	\$700,000	\$830,000	\$625,000

¹ Operating costs include County infrastructure operational costs for the transfer station, co-digestion facility and compost facility that are above the status quo costs and have been reduced by the anticipated revenue. Third party scenarios include processing and transportation costs. Electricity savings, digestate land disposal costs, and operational costs for pre-processing and combined heat and power operations are included in the overall operating costs for the co-digestion scenario. The compost scenario includes leaf and yard waste processing savings, compost revenue, and composting operating costs such as shredder operations, trommel screen operations and general operations. The baseline status quo scenario accounts for landfill tip fees associated with the organic material estimated that could be diverted with an organics collection green bin program (\$89 per tonne at an estimated 7,000 tonnes per year, rounded to nearest \$5,000). All scenarios would reduce some real costs on the baseline landfill scenario. All values are in 2023 dollars.

	Scenario 1 – Third-party wet AD	Scenario 1.1 – Direct haul third-party wet AD	Scenario 2 – Third-party composting	Scenario 3 – Co-Digestion at Ingersoll WWTP	Scenario 4 – Aerated static pile composting at OCWMF	Baseline (Status quo landfilling organics)
Net Present Value	-\$28.4 million	-\$21.3 million	-\$26.3 million	-\$57.4 million	-\$26.3 million	N/A
Lifecycle Cost (2023 \$/tonne) ²	\$210	\$160	\$190	\$410	\$190	\$100
Nominal Cost (avg \$/tonne) ²	\$430	\$330	\$390	\$670	\$390	\$120

The results indicated that any organics management solution will require an increase in cost by at least double the current landfilling costs.

The third-party options include transfer station capital and operating costs within the lifecycle and nominal costs per tonne except for scenario 1.1; for third party wet AD, the contracted assumption was \$176 per tonne and for third party composting, the contracted assumption was \$140 per tonne. For in-County third-party wet AD, the contracted assumption was \$220 per tonne. Each of these scenarios assumes an inflation rate of 2% per year.

As the cost estimates are similar for third party processing and a County-owned composting facility, other criteria were considered in Task 4 of the project based on the County's Multi-Criteria Tool tailored for use during this project.

Task 4

Task 4 quantitatively evaluated the five selected ORRT scenarios, applying the evaluation criteria and scoring matrix from the Tool, and the results of the financial modelling developed during Task 3. The report summarized and documented the evaluation of the ORRT scenarios to demonstrate the integrity of the evaluation process used to identify the preferred organic waste management strategy to be considered by County Council.

The MCA Tool ranked the overall performance of the scenarios as shown in the following figure. The maximum score for any scenario is 400 points.

² Nominal total lifecycle cost per tonne represents the sum of the annual free cash flow over the analysis period (20 years) divided by the sum of organic waste tonnage over the same period. Lifecycle cost represents the net present value of the annual free cash flow over the analysis period divided by the sum of organic waste tonnage over the same period. The main difference between the nominal and lifecycle costs is that the latter is adjusted, by being discounted, to account for the time value of money. For the purposes of this study, costs per tonne have been rounded up to the nearest \$10. The baseline of landfilling organics can be compared to the 2023 tipping fee of \$89 per tonne, which translates to \$120 for the nominal total cost per tonne and \$100 per tonne for the lifecycle cost.

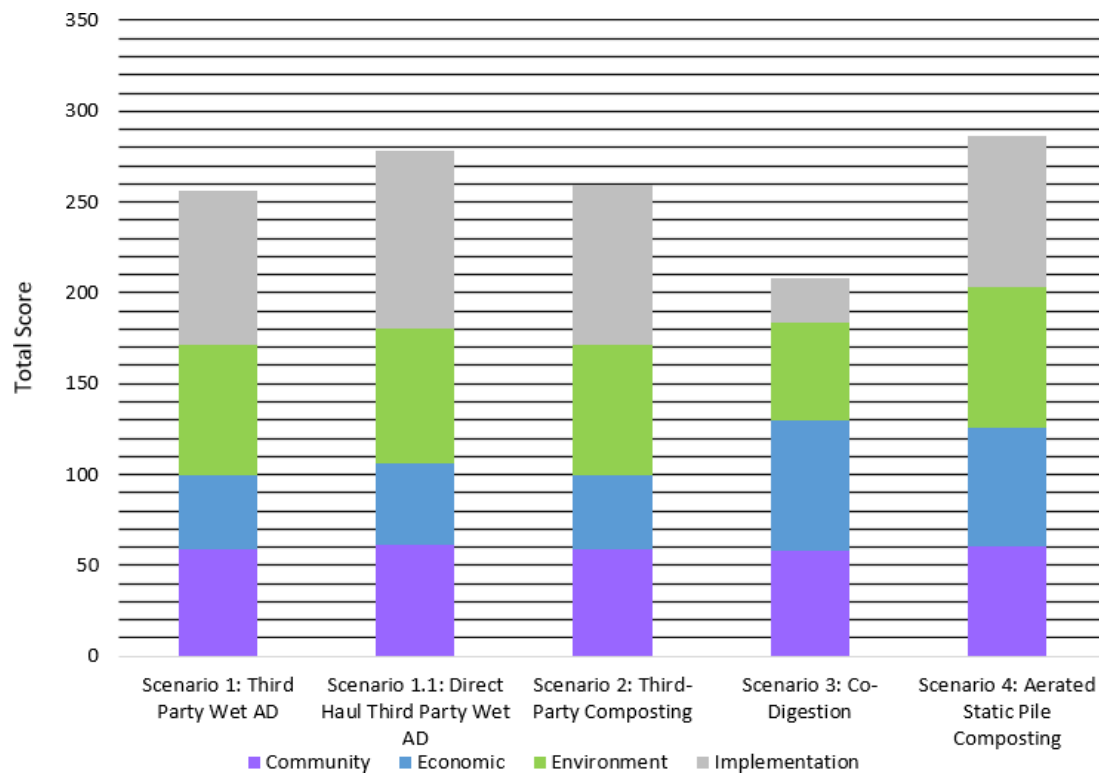


Figure ES.1 MCA Tool Results for Shortlisted Scenarios

The scenarios are ranked below based on highest score to lowest score. The percentage represents the overall score for the scenario out of the total available 400 points.

1. Scenario 4: Aerated static pile composting at OCWMF (72%)
2. Scenario 1.1: Direct haul to third-party wet AD (70%)
3. Scenario 2: Third-party composting (65%)
4. Scenario 1: Third-party wet AD (64%)
5. Scenario 3: Co-digestion at Ingersoll WWTP (52%)

The County-owned aerated static pile composting scenario scored the highest using the MCA Tool, followed closely by the direct haul to an in-county third party wet AD facility.

The benefits to the County-owned composting scenario include its ability to produce compost for beneficial reuse and sale locally, supporting local systems and Oxford's green economy, with a relatively simple and timely construction process with no complex approval processes. Composting technology is widely used throughout Ontario, Canada and North America with proven success.

The direct haul to third-party wet AD scenario has lower capital costs, as there is no construction or implementation of technology or infrastructure required. The other third-party scenarios ranked lower than the direct haul scenario mainly due to the increased costs and reduced ease of implementation due to the need for the transfer station.

The co-digestion scenario ranked lowest largely due to the high procurement risks, costs, inability to easily handle fluctuating volume and composition of SSO, and potential challenges with the process of approvals and implementation.

Task 5

Task 5 reviewed funding opportunities that could be available to help implement the short-listed scenarios. Refer to the summary table below.

Funding Program		Program Details and Applicability	Deadlines / Timeframes
Federation of Canadian Municipalities (FCM) Green Municipal Fund	Capital Project: Signature Initiative	Highly innovative and impactful projects.	No deadlines
	Capital Project: Waste Reduction and Diversion	For organics collection program and processing facility if County can reach >60% municipal solid waste diversion from landfill; will require organics from IC&I sector. Grants and loans, depending on application. Low-interest loan maximum \$5-10 million depending on project ranking and grant maximum 15% of loan. Not applicable to transfer station only.	No deadlines
Government of Canada	Clean Fuels Fund: Establishing Biomass Supply Chains	Minimum 50% processed feedstock must be directed to a clean fuel production facility; only applicable if the County will accept IC&I and/or organics outside County to pre-process and feed AD facility(ies).	Call for proposals ended November 23, 2022.
	Clean Fuels Fund: Building New Domestic Production Capacity	New or expanded clean fuel production capacity. Applicable to co-digestion or AD.	Currently closed. Could potentially offer funding in the future through another open call for proposals.
	Investing in Canada Infrastructure Program	Organic compost and AD facilities have been funded through this program. Grants up to 40% of eligible expenses on municipal projects available with cost-sharing by the province.	No deadlines
	Low Carbon Economy Fund (LCEF)	Low-Carbon Economy Leadership Fund and Low Carbon Economy Challenge. Applicable to co-digestion or AD.	Currently closed. Could potentially offer funding in the future through another open call for proposals.

The key funding opportunities for capital projects (such as a County-owned organics processing facility) that have been identified are through:

- FCM Green Municipal Fund (Waste Reduction and Diversion) (loan and grant)
- Government of Canada (Investing in Canada Infrastructure) (grant)

Funding sources are not guaranteed – some may not be applicable for the County’s future project endeavours, or a portion of funding may not be available. The County should review the list provided once a path forward is developed.

ORRT Recommendations

Based on the results of the study, a path forward was developed for the County. The first recommended step is to develop an SSO collection program which would require the following actions:

- Confirm SSO program details and if leaf and yard waste and pet waste will be permitted into the green bin.
- Review SSO pickup schedule and truck fleet.
- Prepare for public education (educational materials, open houses or information sessions).
- Consider a short-term direct haul organics processing contract, similar to what other municipalities have established recently. Contact other municipalities for lessons learned in developing their contracts.

Once the SSO collection program is in place, the County can gather SSO collections data to understand how much material is being diverted from the landfill. This could focus on the urban centres (Woodstock, Tillsonburg and Ingersoll) initially before considering a County-wide program. Third party processors are all located out of County with the exception of one facility, therefore the County should assess the need for a transfer station at the onset of an SSO collection program.

After three to four years of collections, a County-owned organic waste processing facility could be reassessed based on an established quantity of organic waste from the SSO green bin program. The organics processing market and the construction industry should be reviewed again at this time for construction costs and inflation and private industry interest in constructing/operating/financing etc. a municipal organics facility (depending on contractual arrangement).

The County should also consider:

- If there is interest from the County in developing and owning their own SSO composting facility:
 - Review the FCM capital project waste reduction and diversion program. Consider further study into the IC&I organics sector to increase landfill diversion above 60% for this FCM program to apply (combination of loan and grant program).
 - Review Investing in Canada Infrastructure to support the development of a compost facility (grant program).
 - Scan for new funding opportunities.
 - Discuss with other municipalities who have built their own composting facility for any lessons learned, etc.
 - Consult with neighbouring municipalities to seek potential interest in importing organics into Oxford County which may afford greater economies of scale associated with higher organics feedstock tonnages.
 - There are benefits to the County developing and operating a compost facility such as the ability to produce compost for beneficial reuse and sale locally, and the relatively simple and timely construction process with no complex approval processes when compared to anaerobic co-digestion with sludge. In addition, the covered aerated static pile compost technology is widely used throughout Ontario, Canada and North America to process food waste with proven success.
- If there is interest from the County in continuing with third-party organics processing:
 - Re-assess the collections system to determine the need/benefit of a transfer station to amalgamate material for third-party for processing, if one has not been developed at the onset of the SSO collections program.
 - Scan for new funding opportunities.
 - Review the OCWMF for opportunities to optimize site operations.

Notice of Public Consultation Centre

William St. Sewage Pumping Station - Tavistock

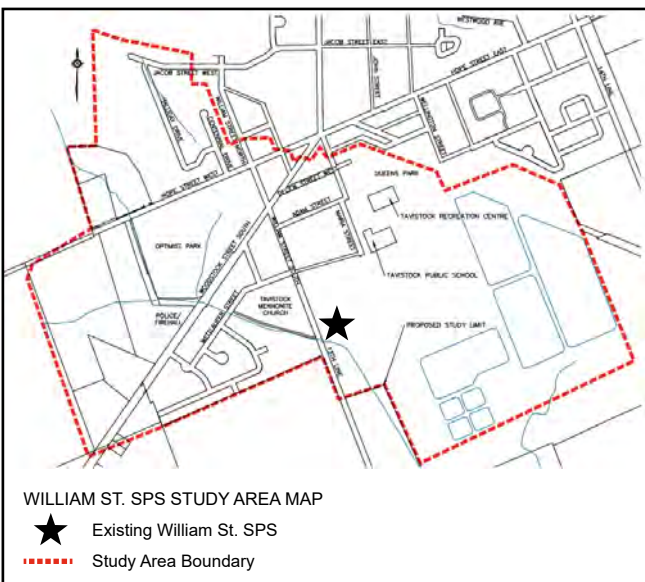
Municipal Class Environmental Assessment Study

Oxford County is undertaking a Municipal Class Environmental Assessment (Class EA) study to select the most appropriate design concept for a sanitary servicing solution in the William Street area of Tavistock. The design will support ongoing sanitary servicing needs and anticipated community growth to the year 2046.

About the study

The William Street Sewage Pumping Station (SPS) receives sewage from homes, businesses and institutions within the William Street SPS study area (refer to Study Area map). Oxford County initiated a Municipal Class Environmental Assessment (EA) Study that is considering a wide range of SPS and/or collection system alternatives in order to select the most appropriate conceptual design that will support ongoing wastewater servicing needs to the year 2046.

The Class EA study is being planned in accordance with the planning and design process for Schedule B projects as outlined in the *Municipal Engineers Association Municipal Class Environmental Assessment (2023)*, which is an approved process under Ontario's *Environmental Assessment Act*.



Information will be collected in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*. With the exception of personal information, all comments will become part of the public record.

We want to hear from you

Consultation with stakeholders is a key component of the study process and input will be sought throughout the study.

An in-person Public Consultation Centre (PCC) is being held to provide a project update, present the alternative servicing solutions, and present the evaluation criteria for selecting the preferred servicing solution.

Tuesday, November 7, 2023

6:00 to 8:00 p.m.

**Tavistock & District Recreation Centre - Upper Hall
1 Adam St, Tavistock**

The project team is seeking community input on the presented material. Materials will be posted to the project website after the meeting:

www.speakup.oxfordcounty.ca/william-street-sps-tavistock

Comments are welcome and should be submitted by Monday, November 20, 2023. You can submit your comments or questions through the project website or by contacting the project leads, listed below.

To receive project updates, subscribe to the study mailing list through one of the contacts below.

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This notice issued on October 12, 2023

To: Mayor and Members of Township of East Zorra-Tavistock Council

From: Gordon Hough, Director, Community Planning

Report Regarding Conservation Authority Service Agreements (Upper Thames River CA and Grand River CA)

REPORT HIGHLIGHTS

- The purpose of this report is to provide Council with a brief overview of the regulatory changes to the Conservation Authorities (CA) Act that came into effect in late 2020 (including various regulations that were introduced through 2021 and 2022) and outline the process that has been followed by the CAs with respect to transitioning to a new service delivery model.
- The report also includes details regarding two Memorandums of Understanding (MOU) that have been negotiated by County Planning and Corporate Services staff with the Upper Thames River Conservation Authority (UTRCA) and the Grand River Conservation Authority (GRCA) regarding the provision of certain services by these CAs.

DISCUSSION

Background

Provincial Legislative Changes

Planning staff provided information (by way of Briefing Note) to all Area Municipal CAOs and Clerks in November, 2020 regarding Bill 229, *Protect, Support and Recover from Covid -19 Act (Budget Measures, 2020)*, which provided an overview of the key changes that were contained in the Bill and outlined the potential implications for the County and Area Municipal partners. The noted Briefing Note is attached to this report for Council's information.

The amendments introduced via Bill 229 in December 2020 were intended to improve transparency and consistency in CA operations, strengthen municipal and provincial oversight, and streamline the role of CAs with respect to the issuance of permits, and land use planning in general. Bill 229, and subsequent regulations, propose to make growth and development more efficient, both in support of the provincial economy coming out of the COVID-19 pandemic, and going forward.

Bill 229 was supported by several regulations that have come into effect since the amendments introduced by the Bill received Royal Assent. Among these regulations, Ontario Regulation 686/21 – Mandatory Programs and Services prescribes the mandatory programs and services that CAs will be required to provide, including core watershed-based resource management strategies and permit review and issuance related to natural hazards.

In addition to the mandatory programs prescribed (identified as Category 1 programs), the regulation also provides for municipal programs and services (Category 2) and programs and services determined by the CAs as advisable (Category 3). O. Reg. 686/21 came into effect in January, 2022.

Further to O. Reg. 686/21, Ontario Regulation 687/21 – Transition Plans and Agreements for Programs and Services came into effect in October, 2021 and requires that each CA create a 'transition plan' that outlines the steps to be taken to develop an inventory of programs and services and enter into agreements with participating municipalities to fund non-mandatory programs and services through the municipal levy. In accordance with O. Reg. 687/21 final transition reports are to be completed by January 2024 with a view to providing sufficient time to review, discuss and complete the agreements regarding non-mandatory services.

Subsequent to the foregoing legislation and regulations coming into force, the Province enacted legislation referred to as Bill 23, *More Homes Built Faster Act, 2022* which implemented further measures intended to streamline land use approvals, including amendments to the *Conservation Authorities Act*. The approval of Bill 23 was followed by additional regulation that restricted the CAs' role with respect to providing services related to reviewing and commenting on proposals or applications made under a number of provincial acts, including the *Planning Act*. For clarity, while the CAs continue to review and provide comments on development applications related to their mandate in regard to natural hazards, the CA's have not been reviewing or providing comments on development applications regarding matters pertaining to natural heritage resources.

Conservation Authorities Act: Program Categories

Report No. CP 2022-366, Regulatory Proposals Under the Conservation Authorities Act, was considered by County Council in September, 2022. The report, which was received by County Council and circulated to all Area Municipal CAOs and Clerks for distribution to their respective Councils and staff, provided an overview of the transition plans and list of categorized programs provided by each of the CAs having jurisdiction in Oxford County, those being Catfish Creek, Long Point, Grand River and Upper Thames.

Briefly, Category 1 programs are identified as those which the CAs are required to deliver and will be funded by municipal levy and/or user fees and include Programs and Services (P/S) related to permit administration and compliance activities (i.e. reviewing and processing permit applications, technical studies, enforcement activities and legal expenses) related to Sections 28 and 30 of the CA Act.

Category 2 P/Ss are those that will be provided at the request of the municipality and will be carried out by the CA on behalf of the municipality and are generally to be funded via government and other agency grants and/or municipal funding via a Memorandum of Understanding (MOU) or other agreement. Plan review not related to Natural Hazards (such as Natural Heritage resources) is an example of a P/S under Category 2.

Category 3 P/Ss are generally described as those that the respective CA Boards determine to be advisable and can be funded via CA generated revenue, user fees, government/agency grants, donations, etc. While this category is not subject to municipal funding, any voluntary funding by a municipality would require a cost-apportioning agreement. Category 3 P/Ss include operation of campgrounds, private land stewardship and restoration, and community education and outreach programs.

Comments

Memorandums of Understanding / Letter Agreements

As noted previously in this report, Bill 23 (and subsequent regulation) essentially removed the CA role in reviewing or commenting on applications made under the Planning Act with respect to Natural Heritage matters. The Catfish Creek Conservation Authority (CCCA) and the Long Point Region Conservation Authority (LPRCA) have advised that this P/S was the only Category 2 service that would potentially be offered by each and further, neither of these CAs have any Category 3 P/Ss that require municipal funding via an MOU or other agreement with the County. In light of the foregoing, MOUs are not required with either the CCCA or the LPRCA. To be clear, these CAs will continue to offer P/Ss of benefit to their respective watersheds, however, the non-mandatory services that are, or will be provided will be supported via means other than municipal funds.

The Upper Thames River Conservation Authority (UTRCA) and the Grand River Conservation Authority (GRCA) have both identified non-mandatory P/Ss that benefit the health of the respective watersheds, protect and educate residents regarding natural hazards and mitigate the effects of climate change. Similar to the CCCA and LPRCA, both Grand River and Upper Thames offer a number of non-mandatory P/Ss that are funded through means other than municipal funding. However, there are a number of services offered by these CAs that are undertaken on behalf of municipalities or are of local interest, as well as programs that are considered to be advisable and provide a benefit to the broader watershed(s). County staff have been in discussions with both the GRCA and the UTRCA through 2023 with a view to crafting MOUs that identify the P/Ss that will be offered in Oxford County, the terms for providing those services and the cost to the County and Area Municipal partners.

Draft versions of both of the above-noted MOUs are attached to this report for Council's consideration and are summarized below. Council will note that the two agreements are structured differently and in some instances, there are variations on what constitutes a Category 2 P/S vs Category 3, as interpreted by the CAs.

UTRCA

The UTRCA MOU is a single-document cost apportioning agreement between the CA and the County of Oxford that includes the following provisions:

- Term of the agreement is 4 years, from January, 2024 to December, 2028;
- The agreement can be terminated by either party with 180 days notice;
- The Programs and Services subject to the agreement (and cost apportionment) are included in Schedule A of the agreement and are generally identified as;
 - o Stewardship and restoration
 - o Subwatershed planning and monitoring

- Community outreach and education
- An example of the actual apportionment of program costs are illustrated in Schedule B to the agreement.

Further to the above, P/Ss included in the UTRCA agreement are set out only generally. However the CA has developed a Cost Apportioning Agreement Guide that provides more detail regarding these programs and includes a number of specific examples of activities that have been undertaken in Oxford County for each of the identified general programs. While this guide does not form part of the agreement, it is a useful document in understanding the various P/Ss undertaken by the CA in Oxford (see attached for reference).

With respect to Schedule B, the cost apportionment among municipalities within the UTRCA watershed is calculated in the same manner as the general levy (i.e. modified current value assessment) and increases to the Schedule B amounts (which reflect only the amounts attributable to the Category 3 Programs noted above) will be the same as increases (or decreases) to the general levy. The figures contained in Schedule B attached to the agreement in this report reflect 2023 calculations.

GRCA

The GRCA agreement includes an MOU between the CA and the County that sets out the basic parameters of the agreement (similar to the UTRCA), but is accompanied by a 'Letter Agreement' which includes an appendix that outlines the P/Ss covered by the agreement as well as deliverables. The GRCA agreement also contains the following provisions:

- Term of the agreement is 5 years from the date the agreement is made;
- The agreement can be terminated by either party with 180 days notice;
- The actual apportionment costs attributable to the County are included in the Letter Agreement and are subject to the same criteria for increases (or decreases) as described for the UTRCA agreement.

While the GRCA MOU does not include a guide document similar to the UTRCA, the GRCA has provided a list of non-mandatory programs that are supported by the CA in Oxford County. The list is attached to this report for Council's information.

The Letter Agreement portion of the GRCA MOU indicates that the amount attributable to the County of Oxford in 2024, based on the draft 2024 GRCA budget is approximately \$8,100.

Comments

Council will note that the agreements prepared by the UTRCA and GRCA are somewhat different in format. From information provided by the CAs, it appears that there is no standard template for these agreements mandated by Conservation Ontario and that the agreements prepared by Grand River and Upper Thames were determined by the respective CAs, in consultation with their memberships, to be appropriate for their needs.

Further, reviewing the agreements on a 'side-by-side' basis, staff are of the opinion that the basic content of the agreements is generally consistent and that the programs and services that are being included in each appear to be similar at a high level (i.e. subwatershed services, stewardship and restoration, community outreach and education).

While there would appear to be some discrepancy in the agreements as to what each CA has determined to be a Category 2 or Category 3 program, this (according to the CAs) is attributed to internal interpretations as to how particular programs are being delivered.

From the County of Oxford's perspective, the P/Ss being offered through both agreements are beneficial to the County and Area Municipalities and the costs attributed to those services by each (approximately \$132,000 for the UTRCA, based on 2023 calculations, and approximately \$8,000 for the GRCA, being a draft figure for consideration in the GRCA's 2024 budget).

For information, the P/Ss included in the agreements subject to this report are delivered to the entire, respective watersheds. This approach provides for economies of scale that allow Oxford County and the Area Municipalities to take advantage of programs beneficial to the County at a cost that may not be feasible (or desirable) otherwise. Staff are of the opinion that taking advantage of these economies of scale to offer and/or participate in P/Ss related to education and outreach (e.g. Groundwater Festival), stewardship and restoration (e.g. Clean Water Program, Annual Stewardship Awards) and broad watershed planning is useful and valuable to Oxford.

Next Steps

Prior to bringing a final report to County Council regarding MOUs with the UTRCA and GRCA, staff are asking each Area Municipality (AM) within the County for a resolution supporting the agreements. While it is recognized that the noted CAs presence within the AMs varies (EZT, Blandford-Blenheim, Woodstock and Norwich are within both watersheds, while Zorra, SWOX and Ingersoll are within only the UTRCA watershed; and Tillsonburg is not within either), because the CA levies are paid via the County levy, the costs that are identified in the agreements are borne by all ratepayers in Oxford.

Upon receiving support and endorsement of the agreements, staff will prepare a report for County Council for consideration with a recommendation to authorize staff to complete the agreement process with the GRCA and UTRCA.

RECOMMENDATION

- 1. It is recommended that the Council of the Township of East Zorra-Tavistock receive Report CP 2023-358;**
- 2. And Further, that Township Council advise the County that the Township supports entering into MOU/agreements with the Upper Thames River Conservation Authority and the Grand River Conservation Authority for Programs and Services as outlined in Report CP 2023-358.**

SIGNATURES

Authored by: *Original signed by*

Gordon K. Hough, RPP
Director



BRIEFING NOTE: COMMUNITY PLANNING OFFICE

Bill 229, Protect, Support and Recover from COVID-19 Act (Budget Measures), 2020

November, 2020

This briefing memo provides an overview of the key changes contained in the recently released Bill 229, Protect, Support and Recover from COVID-19 Act (Budget Measures), 2020; the impact it has on the *Conservation Authorities Act*, and outlines the potential implications for Oxford County and its Area Municipalities.

Background

Unexpected amendments to the *Conservation Authorities Act* were introduced in Bill 229, *Protect, Support and Recover from COVID-19 Act (Budget Measures)*, on November 5, 2020. Schedule 6 of Bill 229 relates specifically to the *Conservation Authorities Act*. An Environmental Registry of Ontario (ERO) Bulletin (ERO 019-2646) was also posted on November 5, 2020 stating that there was no requirement for public consultation under Ontario's Environmental Bill of Rights, 29934 (EBR) because the proposed amendments form part of a budget.

The amendments to the *Conservation Authorities Act* are proposed to improve transparency and consistency in CA operations, strengthen municipal and provincial oversight, and streamline the role of CAs in permitting and land use planning.

Bill 229 is proposed to make growth and development easier and more efficient to help aide in the support and recovery of the economy in light of the COVID-19 pandemic. Conservation Ontario, however, is of the opinion the proposed changes will create more 'red tape' and higher costs for taxpayers; threaten the independent watershed-based approach used by conservation authorities in the land use planning process; potentially add delays and additional costs in conservation authority enforcement and permitting; and potentially impact the Province's ability to cost-effectively manage and protect natural hazards and drinking water protection.

Consequently, many of the proposed amendments will have negative impacts on municipalities and the planning/permitting process. Due to the Conservation Authority's role (i.e. Section 28 permits, review and comments of development application, etc.), the planning process is likely to become much slower, more costly, and have additional 'red tape' as a result of the proposed amendments.

2019 Amendments to the *Conservation Authorities Act* *More Homes, More Choice Act, 2019*

In June 2019, the *More Homes, More Choice Act, 2019* (Bill 108) amended the *Conservation Authorities Act*. These amendments are currently un-proclaimed and include:

- Defining the four areas of core mandatory programs and services offered by CAs and allowing for the programs and services to be further defined by regulation. The four areas are:

1. Programs and services related to the risk of natural hazards.
 2. Programs and services related to the conservation and management of lands owned or controlled by the conservation authority.
 3. Programs and services related to the conservation authority's' duties, functions and responsibilities as source protection authority under the *Clean Water Act, 2006*.
 4. Programs and services related to conservation authority's duties, functions and responsibilities under an Act prescribed by the regulations.
- Allowing other programs and services outside of the four core areas to be prescribed as mandatory programs and services.
 - Requiring that municipal financing of a non-mandatory program and service can only continue after a specified date, where there is a financing agreement in place between the conservation authority and applicable municipalities.
 - Establishing a transition period and a process to identify which programs and services are mandatory and enter into an agreement for the non-mandatory programs or services that are municipally funded, either in whole or in part.
 - Enabling the minister to appoint an investigator to investigate or undertake an audit and report on a conservation authority.
 - Clarifying that the duty of a conservation authority "board" members is to act with a view to furthering the objects of the conservation authority.

Amendments proposed in Bill 229 propose additional amendments to some of these previous not yet proclaimed regulations.

Overview of Key Changes

The following is a summary of the key *Conservation Authority Act* amendments, together with any significant implications and considerations identified by planning staff as a result of Bill 229.

General

There have been a number of proposed changes related to the *Conservation Authorities Act*, some being of little concern to conservation authorities and municipalities, and some being of significant concern to both conservation authorities and municipalities. The proposed amendments will have largely negative impacts on the development process as well as the natural environment, and will likely slow the entire permitting process down significantly.

The key changes include: the removal of the conservation authorities role in regulating development, the permit and planning application appeal process and the review of, and appeal of, municipal planning applications; allowing the Minister to make decisions on permit appeals and issue permits without input from conservation authorities; and changing the role of municipally appointed CA Board members to make decisions in the best interest of the municipality, and not the broader watershed and conservation authority.

Specific amendments proposed are explored in further detail below:

Existing Aboriginal or Treaty Rights

Section 1 is amended to include a non-abrogation clause regarding existing aboriginal and treaty rights of aboriginal people.

- *Review/Comments:* No comments/concerns.

Members of Authority

Section 14 is amended to give the Minister the ability to appoint an additional member to a CA to represent the agricultural sector. The duties of every member are to act in the interest of their respective municipality, rather than that of the broader watershed. Minimum qualifications for members of the Board have been repealed through this amendment, and members appointed by municipalities must be municipal councillors.

- *Review/Comments:* The amendment requiring members to act on the behalf of their respective municipality contradicts the duty of the Board Member to act in the best interests of the corporation they oversee (the Conservation Authority).
- This amendment puts individual interests above broader watershed interests and could cause potentially watershed damaging developments as a result of not considering the 'bigger picture' interests.
- Additionally, there are no details regarding how the appointment of an additional member to represent the agricultural sector by the Minister would happen. Clarification is required.

Meetings of Authorities

Section 15 is amended to require the agenda and minutes of a meeting of the authority available to the public before the meeting in the case of the agenda, and the meeting minutes available within 30 days after the meeting. The agenda and minutes will be posted on the authority's website.

- *Review/Comments:* No comments/concerns.

Chair/Vice-Chair

Section 17 is amended to specify the term of appointment for a chair or vice-chair is one year, and they can only serve for two consecutive terms.

- *Review/Comments:* No comments/concerns.

Objects

Section 20 is amended to revise the objects of a conservation authority to provide mandatory and municipal programs and services and any other programs or services provided under the Act. The former objects were to undertake programs and services designed to further the conservation, restoration, development and management of natural resources. This is still reflected in the purpose of the Act and in various regulation within the Act.

- *Review/Comments:* No comments/concerns.

Powers of Authorities

Section 21 is amended and includes altering power to enter onto land without owner's permission and removing the power to expropriate land.

- *Review/Comments:* No comments/concerns.

Programs and Services

Section 21.1 requires the authority to provide mandatory programs and services prescribed by regulation and meeting the requirements within that section. Section 21.1.1 allows the authority to enter agreements with municipalities to provide programs and services on behalf of the municipality. Section

21.1.2 allows an authority to provide programs and services that are advisable to further the purposes of the Act.

- *Review/Comments:* Potential regulations and standards for programs and services are subject to may restrict what the authority is able to do for the member municipalities or to further the purposes of the Act.
- These amendments are likely to have a drastic impact on the ability of authorities to provide the same services they offer today, particularly with respect to natural heritage planning.
- Clarification is needed on if natural heritage planning is considered a mandatory program or whether each conservation authority will require a service agreement with the municipality to provide it.
- Additionally, clarification on the authority's ability to comment on both locally and provincially significant features needs to be provided.

Agreement for "Other Programs and Services"

If municipal funding is required for the cost of programs and services provided, the authority is required to enter into an agreement with the participating municipalities.

- *Review/Comments:* As stated above, this is a concern for municipalities.
- The authority may be restricted on what it can offer and funding may be hard to allocate for programs and services not previously requiring the same amount of municipal funding or a municipal service agreement.
- Even if a municipality wants a program or service, there may not be enough uptake for it to be offered.
- Clarification on whether all participating municipalities need to sign an agreement, a majority, etc. for the program or service to be provided if it crosses multiple municipal boundaries.

Fees for Programs and Services

Section 21.2 is amended to allow any person charged a fee for a program or service provided by the authority to apply to the authority to reconsider the fee, with a decision required to be made in 30 days. Additionally, the decision can now be appealed to the LPAT or the applicant may bring the matter directly to LPAT if they haven't received a decision in 30 days.

- *Review/Comments:* This amendment has a greater impact on conservation authority staff and resources than municipalities but has the potential to slow down the municipal permitting process due to potentially lengthy LPAT proceedings.
- Additionally, potential municipal staff involvement in the LPAT proceedings could create additional work and be costly to the municipality.

Provincial Oversight

Sections 23.2 and 23.3 are amended to give the Minister the ability to order the authority to prevent or remedy non-compliance with the Act through certain actions.

- *Review/Comments:* No comments/concerns.

Ministerial Review Ministerial Review of Permit Decisions

Section 28.1(8) is repealed and replaced with provisions allowing the applicant to seek a review of the authority's decision by the Minister, or to appeal the Decision to the LPAT within 90 days after the decision is made. If the authority doesn't make a decision within 120 days after the application is submitted, the applicant may appeal the application directly to the LPAT.

- *Review/Comments:* These amendments allow applicants to appeal the decisions made by the authority to either the Minister or the LPAT. This will create a bigger workload for conservation authorities and slow the entire municipal permitting and planning process down significantly, as well as add municipal costs, should applications be appealed to the LPAT.
- This amendment will also make enforcement and compliance with the authority's objectives more difficult.
- Regulations will need to be provided on when the 120 day period begins (i.e. time of complete application submitted, what constitutes a complete application, etc.).

Minister's Order Re, Section 28 Permit

This amendment allows the Minister to order an authority not to issue a permit in an activity that without a permit, would be prohibited. After making an order, the Minister may issue the permit instead of the authority.

- *Review/Comments:* This amendment is similar to a Minister Zoning Order under the Planning Act. This is a significant concern for conservation authorities and municipalities as both will be required to ensure compliance with the Minister's permit.
- This amendment may also result in decisions being made without regard to natural features if there is no conservation authority involvement.

Cancellation of Permits

Section 28.3 is amended to allow a decision made by an authority to cancel a permit (or make another decisions under section 283(5)) to be appealed by the permit holder to LPAT.

- *Review/Comments:* The ability to appeal the decisions made by the Authority will cause lengthy delays in the permitting process on a municipal level.
- Additionally, the authorities can use cancelling permits as part of compliance and the ability to appeal this decision, will make compliance more difficult.

Entry Without Warrant, Permit Application

Section 30.2 contains an amended list of circumstances where an officer may enter land within the area of jurisdiction of an authority.

- *Review/Comments:* The changes are to amendments previously adopted but not yet proclaimed. The officer is now required to give reasonable notice to the owner and the occupier of the property for permit applications which may result in increased administrative workload for the authority.

Entry Without Warrant, Compliance

Section 30.2 contains an amended list of circumstances where an officer may enter land within the area of jurisdictions of an authority.

- *Review/Comments:* The result of this amendment is that conservation authorities will maintain their limited existing powers of entry, rather than the enhanced powers of entry within the yet to be proclaimed enforcement and offences section of the Act.
- Authorities will likely have to rely on search warrants to gain entry where there are compliance issues and reasonable ground to obtain a search warrant can't necessarily be obtained where the activities and property can't be seen without entry (such as from the road).

Stop (Work) Order

Section 30.4 of the Act is repelled through this amendment. This section, not yet proclaimed, would have given officers the power to issue stop orders to persons who are participating in activities which contravene or are contravening the Act.

- *Review/Comments:* The ability to stop work that is contravening the Act is a tool conservation authorities have sought for years. Without it, conservation authorities must partake in the lengthy and costly process of obtaining an injunction to stop the activities. This amendment adds more process to what could be a fairly straight forward role of the authority.
- Additionally, it will make it harder for municipalities to enforce regulations related to conservation authorities happening within their municipal boundaries.

Regulations Made by Minister and LGIC

All references made to the Mining and Lands Commissioner have been replaced with Local Planning Appeal Tribunal.

- *Review/Comments:* The LPAT may not have the specialized knowledge the MLT has regarding Section 28 Applications and therefore, may not be able to make well-informed decisions.
- Additionally, the LPAT has a large backlog of appeals without the additional work of handing conservation authority appeals creating unnecessary delays in the permitting processes.
- This amendment will slow down and add costs to the municipal planning and development process.

Planning Act – Exclusion of CAs as Public Body

Subsection 1(2) of the Planning Act is amended to remove Conservation Authorities as a public body under legislation.

- *Review/Comments:* This amendment lacks clarity on its implications. As a result of this amendment, Conservation Authorities will not be able to independently appeal or become a party to an appeal as a public body at the LPAT.
- However, conservation authorities will instead be required to operate through the provincial one window approach, with comments and appeals coordinated through MMAH (a planning system typically for the review of Official Plans and related amendments).
- The removal of this designation may make it much harder for conservation authorities to appeal applications or prevent undesirable land uses within their jurisdiction, may add costs and may add lengthy delays to the permitting process.

Relevant Legislation

- ERO - 019-2646 - Updating the Conservation Authorities Act
<https://ero.ontario.ca/notice/019-2646>
- Bill 229 – Protect, Support and Recover from COVID-19 Act (Budget Measures), 2020
<https://www.ola.org/en/legislative-business/bills/parliament-42/session-1/bill-229>

Summary

Overall, this Act has been introduced to improve transparency and consistency in CA operations, strengthen municipal and provincial oversight, and streamline the role of CAs in permitting and land use planning. Additionally, this Act is seeking to stimulate the economy by making development and land use planning an easier and faster process to help aid in the recovery of economic impacts related to the COVID-19 pandemic. In turn, the proposed amendments will support growth, competitiveness and

job creation in communities. It is unclear, however, how the proposed amendments will achieve these objectives from both a municipality and conservation authority standpoint.

From a land use planning and permitting standpoint, the proposed amendments will only add lengthy delays to the process due to potential LPAT appeals and will make the process have more 'red tape', two things the amendments are wanting to address. Additionally, the proposed amendments have the potential to act in the best interests of municipalities, rather than to protect and enhance the broader watershed. Even when programs are understood to be 'core programs' (i.e. flooding, natural hazards), the conservation authority's power will be curtailed through changes to their boards, their inability to appear as a public body before the LPAT, the new ministerial power to issue permits, and requirement to make decisions within 30 days. The conservation authority's decisions are now directly appealable to the LPAT, increasing time for applicants to receive a decision and potentially requiring municipal staff involvement for the hearings.

The policy direction as proposed within Bill 229 lacks clarity on implications of the amendments and lacks regulations to manage the potential implications. Numerous proposed amendments through Bill 229 are cause for concern within Oxford County and its Area Municipalities. Planning staff will continue to monitor the release of any associated new or updated Provincial guidance to identify any further implications and implementation considerations for the County and/or Area Municipalities that may arise.

Prepared by: Manager of Planning Policy

Circulated to: Area Municipal CAOs, Clerks and Planners

Further information: Any questions related to Bill 229 or the Planning Act can be directed to your Area Planner.

Cost Apportioning Agreement (“Agreement”)

THIS COST APPORTIONING AGREEMENT made the ____ day of _____, 2023.

BETWEEN:

COUNTY OF OXFORD

(hereinafter, “Municipality”)

- and -

UPPER THAMES RIVER CONSERVATION AUTHORITY

(hereinafter, “UTRCA”)

WHEREAS the UTRCA is a conservation authority established under the Conservation Authorities Act (“Act”) and governed by its participating municipalities in accordance with the Act;

AND WHEREAS a Participating Municipality is located wholly or in part within the area under the jurisdiction of UTRCA;

AND WHEREAS the County of Oxford is a regional municipality established under the Municipal Act, 2001, as amended, which authorizes the County of Oxford to act as a participating municipality in place of the local municipalities wholly or partly in the area within the jurisdiction of the UTRCA under the Conservation Authorities Act consisting of:

Township of Blandford-Blenheim
Township of East Zorra-Tavistock
Township of Norwich
Township of South-West Oxford
Town of Ingersoll
City of Woodstock
Township of Zorra

AND WHEREAS the Act permits UTRCA to provide non-mandatory programs and services on behalf of a Municipality under a Cost Apportioning Agreement or such other agreement as may be entered into with the Municipality pursuant to Ontario Regulation 686/21, when levy is required for the delivery of the non-mandatory programs or services that the UTRCA deems advisable to further the purpose of the Act;

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

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

Term of Agreement

1. Initial Term of the Agreement is January 1, 2024, through December 31, 2028.
2. Thereafter, the Agreement shall continue for additional four-year periods (each “Renewal Term”) unless either party provides written notice of their intention to terminate this Agreement and such notice will be given no less than one-hundred

and eighty (180) days and no more than three hundred (300) days prior to the end of such calendar year.

Agreement Principles

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

No Agency

4. Nothing herein contained shall make or be construed to make the Municipality or the UTRCA a partner of one another nor shall this Agreement be construed to create a partnership, joint venture, principal-agent relationship or employment relationship in any way or for any purpose whatsoever between the Municipality or the UTRCA or between the Municipality, the UTRCA and a third party. Nothing in this Agreement is to be construed as authorizing one of the UTRCA or the Municipality to contract for or to incur any obligation on behalf of the other of them or to act as agent for the other of them. Any reference herein this section to Municipality shall include its boards, agencies, commissions, and subsidiary operations.

Insurance

5. (1) As required by the Municipality, acting reasonably, the UTRCA shall obtain, maintain and provide to the Municipality, Certificates of Insurance of the following insurance policies issued by an insurance company licensed to write in the Province of Ontario, and shall ensure that the following insurance policies are maintained and kept in force at all times during the currency hereof, unless otherwise set out in the Letter Agreement:
 - a. Commercial General Liability Insurance as follows:
 - i. is in the amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence;

- ii. adds the Municipality, its boards, agencies, commissions, and subsidiary operations, as applicable, as additional insured(s) but only with respect to liability arising out of the operations of the UTRCA in the provision of Programs and Services under this Memorandum of Understanding;
- iii. has provisions for cross-liability and severability of interests, blanket form contractual liability, owners' and contractors' protective liability, broad form property damage, products and completed operations, non-owned automobile liability, and any other provision relevant as detailed in the Letter Agreement or this Agreement

(2) All policies of insurance required to be provided pursuant to this section shall contain or be subject to the following terms and conditions:

- a. each Certificate shall contain a provision requiring the insurers to notify the Municipality in writing at least thirty (30) days before any cancellation of the insurance required under this clause;
- b. the parties agree that insurance policies may be subject to deductible amounts, which deductible amounts shall be borne by the UTRCA;
- c. before the expiry of the policies of insurance, original signed certificates evidencing renewal will be provided to the Municipality upon request.

Review at Regular Intervals

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

Dispute Resolution

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

Early Termination

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

Notice

10. Any notice in respect of this Agreement shall be in writing and shall be sufficiently given or made if made in writing and either delivered in person during normal business hours of the recipient on a business day to the party for whom it is intended to the address as set out below, or sent by registered mail or by email addressed to such party as follows:

(1) in the case of the Municipality, to:
Corporation of the County of Oxford
P. O. Box 1614, 21 Reeve Street
Woodstock ON N4S 7Y3

Attention: Ben Addley
Email: baddley@oxfordcounty.ca

(2) in the case of the UTRCA, to:
Upper Thames River Conservation Authority
1424 Clarke Road,
London ON N5V 5B9
Attention: Tracy Annett, General Manager / Secretary-Treasurer
Email: annett@thamesriver.on.ca

or to such other addresses as the parties may from time to time notify in writing, and any notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption of postal service affecting the delivery or handling thereof, on the third business day after the date of mailing.

Available to the Public

11. This Cost Apportioning Agreement shall be made available on the UTRCA's website.

Execution

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

Letters of Agreement

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

Watershed-based Resource Management Strategy

14. The Municipality acknowledges and agrees that all programs and services identified in Schedule A shall also be included in a Watershed-based Resource Management Strategy that UTRCA is required to develop and implement, in accordance with the Act.

IN WITNESS WHEREOF the Municipality and the UTRCA have signed this Cost Apportioning Agreement.

COUNTY OF OXFORD on behalf of PARTICIPATING MUNICIPALITIES

Ben Addley
CAO

Gordon Hough
Director, Community Planning

I / We have authority to bind the UTRCA.

UPPER THAMES RIVER CONSERVATION AUTHORITY

Brian Petrie
Chair

Tracy Annett
General Manager/Secretary-Treasurer

I / We have authority to bind the UTRCA.

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

The UTRCA provides the following Category 3 service areas to its participating municipalities:

- Stewardship and restoration,
- Subwatershed planning and monitoring, and
- Community outreach and education.

These service areas are core components of integrated watershed management that have been provided for decades. They are funded by a variety of sources: provincial contracts and transfer payments, municipal levy, self-generated funds (user fees, donations, sponsorships, contracts), and municipal agreements. A program description for each service area is provided below:

Service Area: Stewardship and Restoration

- Delivering landowner stewardship services to improve soil health, water quality and quantity, and biodiversity, and offering Clean Water Program grants in partnership with municipalities. A healthy and vital Thames River will also benefit Lake St Clair and Lake Erie.

Service Area: Subwatershed Planning and Monitoring

- Making science-based decisions through natural heritage subwatershed planning, ecological monitoring and reporting, species at risk programs, and water quality database management. First Nations engagement through various initiatives and projects, to further the development of a more holistic approach in watershed planning that incorporates aspects of Indigenous Traditional Knowledge and an awareness of the river's spirit, in addition to western science and management objectives.

Service Area: Community Outreach and Education

- Empowering communities and youth through outreach and education programs. Community partnerships facilitate watershed "friends of" groups, community science programs, and community events. Curriculum-based environmental education programs reach 20,000 students/year at Fanshawe and Wildwood Conservation Areas, local natural areas, school yards/in class, and virtually.

Schedule B – **Example** of Apportionment of Category 3 Programs

The municipal costs associated with the Category 3 programs and services outlined in Schedule A are included and clearly identified in the UTRCA's overall annual budget. These costs will be apportioned among the participating municipalities according to the Modified Current Value Assessment (MCVA), as outlined below.

Schedule B will be updated annually and distributed to the member municipalities following the final UTRCA budget and levy approval. The MCVA will also be updated as soon as the province provides it to the UTRCA.

A change, if any, to the total levy outlined in Schedule B for 2023 will be applied effective January 1 each calendar year and will be the same percentage as the UTRCA's overall budget increase.

Municipality	2023 MCVA Apportionment %	Cost Apportionment \$
		Service Areas: Stewardship and Restoration Subwatershed Planning and Monitoring Community Outreach and Education
Oxford County	16.9093	\$134,214
London	64.0751	\$508,585
Lucan Biddulph	0.3517	\$2,792
Thames Centre	3.1897	\$25,318
Middlesex Centre	2.4127	\$19,150
Stratford	7.2647	\$57,662
Perth East	1.4275	\$11,331
West Perth	1.4827	\$11,769
St. Marys	1.4644	\$11,623
Perth South	1.2215	\$9,695
South Huron	0.2006	\$1,592
TOTAL	100%	\$793,731

APPENDICES

Existing Agreements for Category 2 Programs and Services and Letters of Agreement

Appendix #	Agreement	Municipality	Date / Status

Notes

The Municipality acknowledges and agrees that all programs and services identified in Appendices contained herein shall also be included in a Watershed-based Resource Management Strategy that UTRCA is required to develop and implement, in accordance with the Act.

Activities undertaken by category 2 agreements, as required by the Municipality, shall include Certificates of Insurance for commercial general liability insurance, unless otherwise set out in the Letters of Agreement.



Oxford County Guide to the Cost Apportioning Agreement

Introduction

The Upper Thames River Conservation Authority (UTRCA) is pleased to provide you with a draft Cost Apportioning Agreement for the Category 3 programs that require the financial support of member municipalities. This document provides background on the UTRCA and the agreement components.

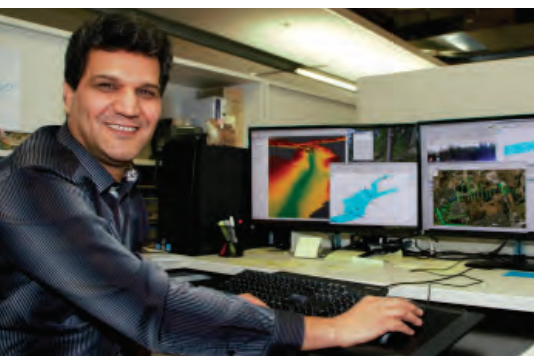
Upper Thames River Conservation Authority

Conservation Authorities (CAs) are local watershed management agencies that deliver programs and services to protect and manage impacts on water and other natural resources, in partnership with all levels of government, landowners, and many other organizations. CAs promote an integrated watershed management approach that balances human, environmental, and economic needs.

The Conservation Authorities Act was enacted in 1946 as the means by which the province and local municipalities could work together to form a CA, based on watershed boundaries, to undertake programs for natural resources management. The Act was founded on the principles of watershed jurisdiction, local initiative, and cost-sharing.

The Upper Thames River Conservation Authority (UTRCA) works in partnership with the 17 member municipalities, which appoint 15 members to the Board of Directors (14 municipal council members and 1 citizen appointment). The Board of Directors sets the UTRCA's overall policy direction and is responsive to local issues and concerns.

The UTRCA undertakes watershed-based programs to protect people and property from flooding and other natural hazards, and to conserve natural resources for economic, social, and environmental benefits. Positive actions in one part of the watershed have positive impacts downstream. All municipalities benefit when these programs are undertaken on a watershed basis.



Upper Thames River Watershed



3,400 square km,
594,000 residents



17 member municipalities
in **3** counties

Land uses **76%** agricultural, **14%** natural vegetation, **8%** urban, **2%** other



4,400 km of watercourse,
26% natural, **64%** channelized
or buried

58%

of the land
(urban or agricultural)
has artificial drainage



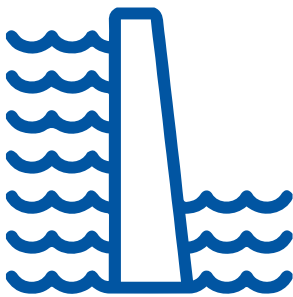
22
wastewater
treatment
plants



390
pollution
spills
reported
(2011-2015)



80
species
of fish



316 dams/barriers
to fish movement





236 km of cold water
streams

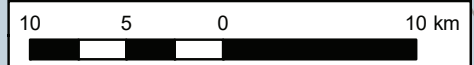
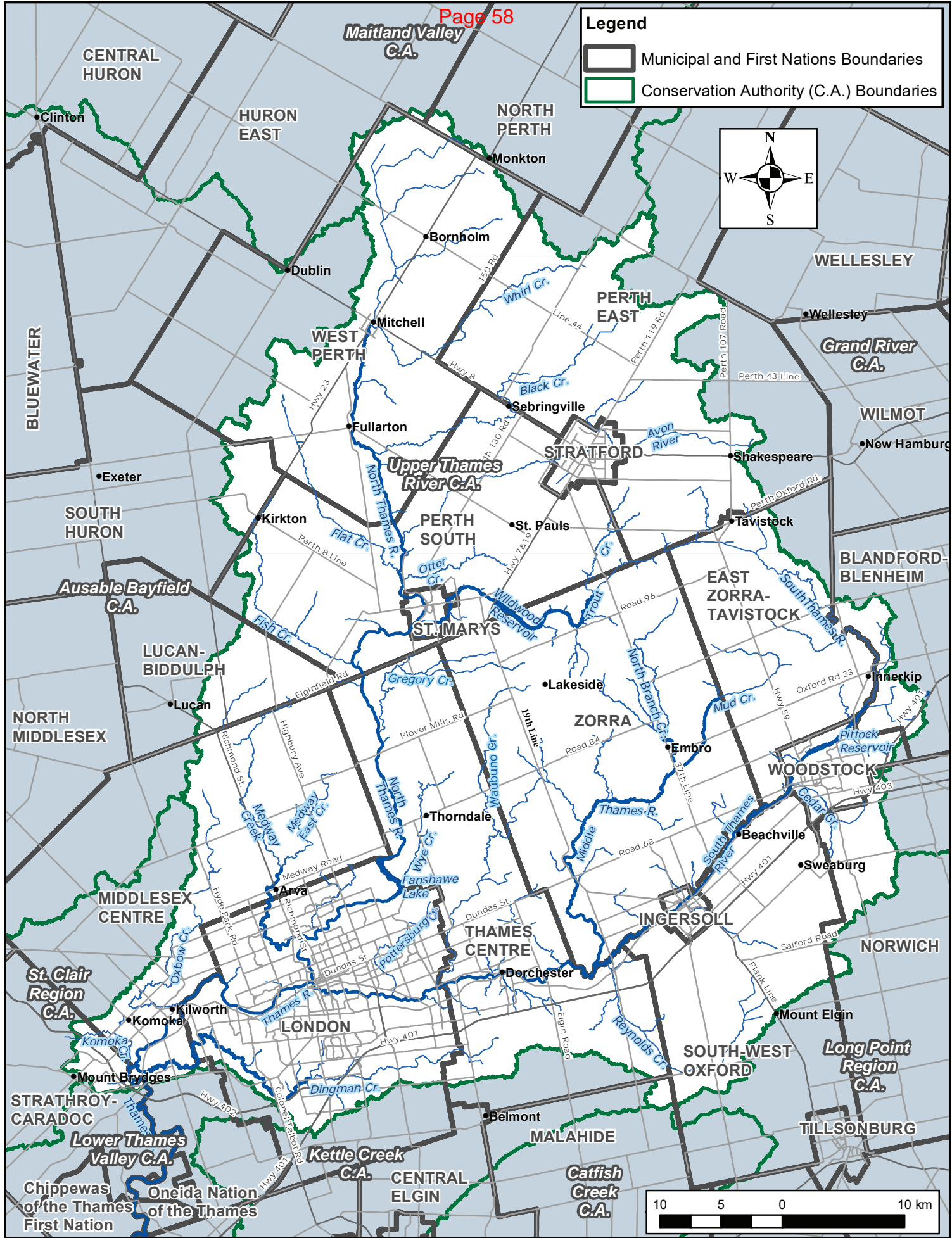


4.9%
of the watershed
is in wetland
cover

Maitland Valley C.A.

Legend

-  Municipal and First Nations Boundaries
-  Conservation Authority (C.A.) Boundaries



Our Vision: Inspiring a Healthy Environment

Our Ends

- Protecting people and property and supporting safe development,
- Making science-based decisions,
- Delivering landowner stewardship,
- Providing natural spaces and recreational opportunities, and
- Empowering communities and youth.

Environmental Targets

(UTRCA Environmental Targets Strategic Plan, June 2016)



Improve each subwatershed's water quality score by one grade, as measured by the UTRCA Watershed Report Cards, by 2037.



Establish and restore 1,500 hectares of natural vegetation cover, windbreaks, and buffers by 2037.



Reduce flood and erosion risk by updating flood models and hazard mapping for all UTRCA subwatershed by 2020, then integrating climate change scenarios into the updated models and developing climate change adaptation strategies by 2030.

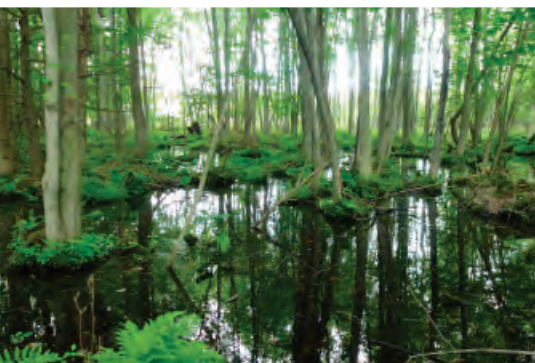


Instill conservation values by supporting outreach to one million people annually by 2037, through visits to CA owned and managed lands, as well as hands-on environmental experiences.

Conservation Authorities Act: Program Categories

The UTRCA offers a comprehensive list of programs and services that benefit the health of the watershed, protect and educate residents from and about natural hazards, and mitigate the effects of a changing climate. Ontario Regulation (O.Reg.) 686/21: Mandatory Programs and Services Regulation requires CA activities to be positioned in three categories. The tables below outline these categories and the UTRCA program areas within them.

Category	Description	Legislation	Programs and Services
1	Mandatory programs and services where municipal levy can be used without an agreement.	Programs and services described in O.Reg. 686/22	<ul style="list-style-type: none"> • Risk of natural hazards (flood forecasting and warning, flood and erosion control infrastructure, flood plain mapping, natural hazards technical studies, climate change adaptation/mitigation, low water response, S28.1 permit administration and compliance, municipal plan input and review) • Conservation and management of CA lands (S29 regulation for conservation areas, conservation lands management) • Provincial water quality monitoring program • Drinking water source protection planning (UTRCA is lead Source Protection Authority) • Watershed-based resource management strategy • General operating expenses





Category	Description	Legislation	Programs and Services
2	<p>Non-mandatory programs and services the CA delivers at the request of a municipality through an MOU or agreement (e.g., resource management) to support the municipality in satisfying its responsibilities or achieving a specific objective within its jurisdiction.</p>	<p>Programs and services described in Section 21.1.1 of the Conservation Authorities Act</p>	<ul style="list-style-type: none"> • City of London Environmentally Significant Areas Management • Invasive Species Management on municipal lands (St. Marys, West Perth) • Drinking water source protection risk management official/ inspector (Perth East, St. Marys, Stratford, West Perth, and municipalities within the Source Protection Region) • Additional water quality and benthic monitoring (Dingman and Greenway in London)



Category	Description	Legislation	Programs and Services
<p style="text-align: center; font-size: 2em; font-weight: bold;">3</p>	<p>Other non-mandatory programs and services a CA determines are advisable to implement in the CA's jurisdiction. These programs and services may use municipal levy when an MOU/agreement is in place. Category 3 programs and services may also be funded through other means, in which case an MOU/ agreement with the municipality is not required.</p>	<p>Programs and services as described in Section 21.1.2 of the Conservation Authorities Act</p>	<p>Agreement Proposed*</p> <ul style="list-style-type: none"> • Stewardship and restoration • Subwatershed planning and monitoring • Community outreach and education

*Note: Agreements are not required where programs and services are supported using self-generated funding. For example, campground operations and / or property lease administration will not require agreements.



The table below shows the program categories, associated revenues, and budgeted/estimated costs for 2023. The municipal levy is the most important funding received by the CA as this investment allows the UTRCA to obtain and retain staff expertise. The Authority leverages the municipal share by applying for grants from foundations, generating funds from user fees, entering into contracts, and obtaining sponsorships from the private sector. In 2023, the UTRCA is leveraging the municipal funding for Category 3 programs at a ratio of 1:8 - every municipal dollar leverages an additional eight dollars.

2023 Program Categories, Revenues, and Costs

Program Category	Provincial Transfer Payment (S39)	Provincial Contracts	Municipal	Self-Generated	Municipal Levy	2023 Program Revenues	2023 Program Costs
Category 1	2%	9%	4%	19%	67%	\$10,642,523	\$11,103,710
Category 2	0%	0%	81%	1%	18%	\$1,232,487	\$1,427,906
Category 3	0%	2%	3%	85%	10%	\$8,099,431	\$7,937,310
All Categories (including supporting services)	1%	5%	8%	44%	41%	\$19,974,441	\$20,468,926

Note: Percentages represent the current distribution of revenues for those programs deemed to fall in each category. For instance, Category 1 (mandatory programs and services where a municipal levy can be used without any agreements) is under-funded by \$461,187. To the extent that Category 1 costs are currently funded, 67% arises from municipal levies.

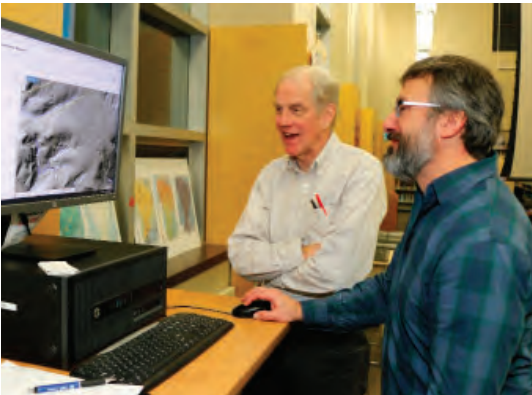
Category 3 Programs and Services requiring Municipal Financial Support through Cost Apportioning

Through subsection 21.1.2 of the Conservation Authorities Act, Conservation Authorities (CAs) are empowered to provide to municipalities the programs and services it determines are advisable to further the purposes of the Act, through an agreement. The Act defines these programs and services as Category 3.

The UTRCA provides the following Category 3 service areas to its member municipalities:

- **Stewardship and restoration,**
- **Subwatershed planning and monitoring, and**
- **Community outreach and education.**

These programs are core components of integrated watershed management that the UTRCA has provided for decades. They are funded by a variety of sources: provincial contracts and transfer payments, municipal levy, self-generated funds (user fees, donations, sponsorships, contracts), and municipal agreements.



Service Area: Stewardship and Restoration

Program Description:

- Delivering landowner stewardship services to improve soil health, water quality and quantity, and biodiversity, and offering Clean Water Program grants in partnership with municipalities. A healthy and vital Thames River will also benefit Lake St Clair and Lake Erie.



Oxford County Examples (2022):

Blandford-Blenheim:

- Planted 1,530 seedlings and 35 potted trees on private lands.
- 2 Clean Water Program projects to retire fragile land.

East-Zorra Tavistock:

- Communities for Nature projects included planting 79 trees and 350 wildflowers.
- Planted 60 hardwoods, 138 potted plants, and 900 seedlings on private lands.
- Continued work with the Forest Gene Conservation Association to grow endangered native Butternut trees on UTRCA land near Innerkip.
- Completed 4 Clean Water Program projects to retire fragile land.

Norwich:

- Planted 73 potted trees, 52 hardwoods and 60 seedlings on private lands.

South-West Oxford:

- Planted 209 potted trees, 24 hardwoods and 1,830 seedlings on private lands, and worked on 6 fragile land retirement projects.

Woodstock:

- Communities for Nature projects included 50 students and 80 community members who planted 390 trees, 30 wildflowers and 330 shrubs.
- Planted 500 seedlings and 3 potted trees on private lands.

Zorra:

- Communities for Nature projects planted 79 trees and 350 wildflowers.
- Planted 1,690 seedlings, 347 hardwood trees and 361 potted trees in 2022 on private lands.
- Implemented 12 Clean Water Program projects including 3 for fragile land retirement and 2 wetland enhancement projects.

Service Area: Subwatershed Planning and Monitoring

Program Description:

- Making science-based decisions through natural heritage subwatershed planning, ecological monitoring and reporting, species at risk programs, and water quality database management. First Nations engagement through various initiatives and projects, to further the development of a more holistic approach in watershed planning that incorporates aspects of Indigenous Traditional Knowledge and an awareness of the river's spirit, in addition to western science and management objectives.



Oxford County Examples (2022):

- Updating Oxford Natural Heritage Systems Study with recent digital aerial photography.
- Monitored aquatic health by sampling benthic invertebrates at 23 sites and fish communities at 12 sites.

Service Area: Community Outreach and Education

Program Description:

- Empowering communities and youth through outreach and education programs. Community partnerships facilitate watershed "friends of" groups, community science programs, and community events. Curriculum-based environmental education programs reach 20,000 students/year at Fanshawe and Wildwood Conservation Areas, local natural areas, school yards/in class, and virtually.



Service Area: Community Outreach and Education (cont.)

Oxford County Examples (2022):

- Park Pass program in partnership with Oxford County Library provides free access to UTRCA Conservation Areas for patrons who “check out” a pass through the library.
- During the camping season, Community Education staff offered free public events at Pittock Conservation Area.
- Oxford Children’s Water Festival family event in Woodstock attracted more than 500 local residents.
- Celebrating Natural Connections (CNC) events held with a variety of partners at Hodge’s Pond and Burgess Park attracted local residents for free activities and programs. CNC was funded in part by the Government of Canada.
- River Safety (Grade 2) program delivered to 7 classes from Zorra Highlands, AJ Baker, and Thamesford Public Schools (PS).
- Green Leaders program (Grade 7/8) involved 12 classes from Winchester, Algonquin, Laurie Hawkins, Algonquin, and Oliver Stevens PS, who worked with UTRCA staff to identify local environmental issues and implement sustainable solutions.
- Stream of Dreams stormwater education program provided to all students at Roch Carrier French Immersion PS and Central PS.
- STEM program provided to 9 Grade 5 classes, and 8 Grade 3 classes, from Central, Springbank, Eastdale, and Southside PS.
- “POP” Primary Outreach Program (Kindergarten) program delivered to 7 classes at Westfield, Winchester Street, Eastdale, Springfield, Central, Plattsville District, and Annadale PS, who are enjoying multiple visits with education staff over the course of the school year.
- Pollinator gardens were planted at Winchester Street PS and Northdale PS, and 13 classes received the pollinator presentation.
- MS Teams Live Events (virtual) were offered, including Winter for the Animals (K-3), Species at Risk (Grades 7/8), and Habitat Tour (Grades 4-6).
- Hundreds of volunteer participants and dozens of partners participated in naturalization projects at a variety of sites, including:
 - Burgess Park,
 - Hodges Pond (building 2 km trail with bridge, planting native trees and shrubs, creating wetlands),
 - Cedar Creek at the 401 (wetland creation and tree and shrub planting),
 - Beachville Thames trail corridor (planting native trees, shrubs, and pollinator plants).

Cost Apportioning Agreements

The UTRCA is prepared to enter into Cost Apportioning Agreements for Category 3 programs in three service areas:

- **Stewardship and restoration,**
- **Subwatershed planning and monitoring, and**
- **Community outreach and education.**

Cost Apportioning Agreements take effect in the 2024 budget year. O.Reg. 402/22 Budget and Apportionment specifies the process to approve the annual CA budget and municipal apportionment amounts. Cost apportionment is based on the Modified Current Value Assessment (MCVA) (see Schedule B of the Draft Cost Apportioning Agreement).

The legislation requires the agreement to include financial information. The financial information in Schedule B of the Draft Cost Apportioning Agreement is from the 2023 budget (approved February 28, 2023), for the period January 1 - December 31, 2023.

The Agreement meets the requirements of Subsection 21.1.2 of the Conservation Authorities Act. While the requirements set out in the Act are the same for all agreements across the province, local conservation authorities and municipalities have leeway on the programs included in the agreement.

The province retains the right to prescribe standards and requirements for the provision of other programs and services. Should the province enact regulations regarding the provision of services, the regulation would prevail in the event of conflict with the terms and conditions set out in the municipal agreement.

The UTRCA proposes an initial term of five years for the agreement, in order for the next term of council to have the opportunity to renew the agreement. A renewal term of four years is proposed so that each term of council is involved in the renewal process.

If a municipality does not want a service area included in the agreement, the UTRCA Board will need to determine if the service can (1) be provided with higher user fees in that municipality, (2) be provided with a reduced level of service in that municipality, or (3) not be provided at all in that municipality. A fourth option is for other municipalities to subsidize the services provided in that municipality and absorb the increased cost. This option may be to their advantage if there is a benefit to the work being done in another municipality. If multiple municipalities opt out of a service area, the UTRCA may need to examine the viability of the program.

Next Steps

The UTRCA Transition Plan identifies October 2023 as the deadline to enter into the agreements in order to start the 2024 budget process. (<https://thamesriver.on.ca/wp-content/uploads/UTRCA-2022-Transition-Plan.pdf>)

Senior staff are available to attend council meetings to present the draft Cost Apportioning Agreement and answer questions. Please contact Michelle Viglianti, Administrative Assistant, at vigliantim@thamesriver.on.ca or 519-451-2800 x 222.



Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING made the _____ day of, 20 .

B E T W E E N:

COUNTY OF OXFORD

("the Municipality")

OF THE FIRST PART

- and -

GRAND RIVER CONSERVATION AUTHORITY

("the GRCA")

OF THE SECOND PART

WHEREAS the GRCA is a conservation authority established under the Conservation Authorities Act R.S.O 1990, c.C27 ("Act") and is governed by its members appointed by participating municipalities in accordance with the Act;

AND WHEREAS a participating municipality is located wholly or in part within the area under the jurisdiction of the GRCA as shown in Schedule "A";

AND WHEREAS the Act permits the GRCA to provide non-mandatory programs and services under a memorandum of understanding or such other agreement as may be entered into with the Municipality;

AND WHEREAS a Municipality is requesting the GRCA to deliver programs and services within the GRCA's areas of expertise and jurisdiction as identified in Schedule "B";

AND WHEREAS the Municipality is authorized to enter into this Memorandum of Understanding with the GRCA for the delivery of programs and services;

AND WHEREAS the Municipality and the GRCA wish to enter into this Memorandum of Understanding to document the terms and conditions for the programs and services to be performed by the GRCA on behalf of the Municipality;

AND WHEREAS it is mutually desirable to further specify the details of programs or services if applicable, such details shall be set out in one or more separate Letter Agreements to be signed by authorized staff of each Party, from time to time, in the form as attached hereto as Schedule "C";

NOW THEREFORE the Parties hereto agree and covenant with one another as follows:

PART I – INTERPRETATION

Definitions

1. For the purposes of this Memorandum of Understanding including the preceding recitals:
 - a) "**Letter Agreement**" means a separate agreement made pursuant to this Memorandum of Understanding to be entered into by the GRCA and the Municipality in relation to certain Programs and Services setting out further details and specific requirements, including roles and responsibilities, workplans, payment amounts and terms, and timelines for deliverables;
 - b) "**Programs and Services**" means work to be provided by the GRCA on behalf of the Municipality,

and “**Program**” and “**Service**” has a corresponding meaning;

c) “**Responsible Municipal Official**” means the Municipality’s Senior Manager or Manager responsible for a particular Program and Service and includes his or her designate or successor;

2. (1) In this Memorandum of Understanding:

a) grammatical variations of any terms defined herein have similar meanings to such defined terms;

b) words in the singular include the plural and vice-versa; and every use of the words “including” or “includes” in this Memorandum of Understanding is to be construed as including, “without limitations”: or includes “without limitations”

c) the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Memorandum of Understanding or be used to explain or clarify the sections, clauses or paragraphs below which they appear.

3. The attached Schedules form part of this Memorandum of Understanding.

4. In the event of any inconsistency between any of the provisions of the main terms and conditions of this Memorandum of Understanding and any Letter Agreement or Schedules, the inconsistency will be resolved by reference to the following descending order of priority: (i) Memorandum of Understanding; (ii) the Schedule(s) to this Memorandum of Understanding; and (iii) unless otherwise expressly agreed upon in a Letter of Agreement, the applicable Letter of Agreement

PART II – GENERAL TERMS

Entire Agreement

5. This Memorandum of Understanding, including any Letter Agreements made pursuant hereto from time to time, embodies and constitutes the sole and entire agreement between the Parties, with respect to the subject matter dealt with herein and supersedes all prior agreements, understandings, and arrangements, negotiations, representations and proposals, written and oral, relating to matters dealt with herein, excepting any and all prior agreements between the parties for the provision of certain Programs and Services to the extent that such agreements do not conflict with the terms or scope of this Memorandum of Understanding.

Scope and Use

6. (1) The parties hereto agree that all Programs and Services identified in Schedule “B” are to be delivered by the GRCA to the Municipality pursuant to and in accordance with this Memorandum of Understanding and any and all Letter Agreements.

(2) Notwithstanding the foregoing, the Municipality acknowledges and agrees that all Programs and Services identified in Schedule “B” shall also be included in a Watershed-based Resource Management Strategy that the GRCA is required to develop and implement under the *Conservation Authorities Act*.

Term of Agreement

7. (1) The term of this Memorandum of Understanding shall be for a period of five (5) years commencing on the date the agreement is made (“**Initial Term**”), unless terminated earlier pursuant to the terms and conditions of this Memorandum of Understanding.

(2) Unless this Memorandum of Understanding has been terminated early in accordance with the terms or conditions of this Memorandum of Understanding, the Memorandum of Understanding shall be automatically renewed for a further five (5) year terms (“**Extension Term**”), on the same terms and

conditions contained herein.

(3) Notwithstanding the foregoing, in the event that one or more Letter Agreements is ongoing at the time of termination or expiration, then the rights, obligations, liabilities and remedies of the Parties with respect to such Letter Agreement shall continue to be governed by the terms and conditions of this Memorandum of Understanding until the date of expiration of the Letter Agreement.

Review of Memorandum of Understanding at Regular Intervals

8. (1) This Memorandum of Understanding and Letter Agreement shall be reviewed by the Parties on an annual basis.

(2) It shall be the GRCA's responsibility to initiate the annual review with the Municipality.

Memorandum of Understanding Available to the Public

9. This Memorandum of Understanding shall be published on the GRCA's website as required under *Ontario Regulation 400/22*.

Communications Protocol

10. As applicable, the Parties shall establish a communications protocol in respect of the Programs and Services governed by this Memorandum of Understanding.

Service Delivery Standards

11. Each Letter Agreement will set out service delivery standards that the GRCA is required to meet.

Municipality Responsibility to Consult on Budget Changes

12. The Municipality shall consult with the GRCA 180 days, or as soon as reasonably possible, in advance of a proposed change to approved budgets related to this Memorandum of Understanding.

GRCA to Notify Municipality on Terminations

13. The GRCA shall notify the Municipality within 30 days, or as soon as reasonably possible, in the event of the expiry or earlier termination of this same Memorandum of Understanding with any other municipality or municipalities.

Records

14. (1) The GRCA shall prepare and maintain, in accordance with accepted accounting practices, proper and accurate books, records, and documents respecting Programs and Services provided under this Memorandum of Understanding and any Letter Agreement.

(2) The GRCA shall make such books, records, and documents available for inspection by the Municipality at all reasonable times.

Fees and Payment

15. (1) The amount of total annual fees effective January 1, 2024, is as set out in the Letter Agreement.

(2) An increase will be applied to the total fees effective January 1 each calendar year and will be the same percentage as the GRCA's overall combined Category 1 and General operating expenses and capital costs increase, net of any applicable funding reductions.

(3) The fees apportioned to the Municipality will be calculated annually using the Modified Current Value Assessment (MCVA) apportionment method, which shall be based on the ratio that the Municipality's MCVA bears to the total MCVA for all municipalities which have also entered into Letters of Understanding for programs and services listed in Schedule "B". MCVA information is provided to the GRCA annually by the provincial ministry that administers the Conservation Authorities Act. The amount of the fees apportioned to the Municipality shall be provided annually at least 30 days before the General Membership meeting at which the apportionment is approved in accordance with *O.Reg.402/22 Budget and Apportionment*.

(4) In addition to the foregoing cost structure for Programs and Services provided in the Letter Agreement, the GRCA may charge a user fee to third parties in the delivery of any Programs and Services listed, as appropriate and upon prior notification to the Municipality.

(5) The GRCA will seek additional funding opportunities, where feasible and applicable, to reduce the total annual fees for Programs and Services, which may reduce the amount apportioned to participating municipalities.

Insurance

16. (1) The GRCA shall obtain, maintain, and provide to the Municipality, Certificates of Insurance of the following insurance policies issued by an insurance company licensed to write in the Province of Ontario, and shall ensure that the following insurance policies are maintained and kept in force at all times during the term of this Memorandum of Understanding, unless otherwise set out in the Letter Agreement:

(a) Commercial General Liability Insurance as follows:

- (i) is in the amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence;
- (ii) adds the Municipality, its boards, agencies, commissions, and subsidiary operations, as applicable, as additional insured(s) but only with respect to liability arising out of the operations of the GRCA in the provision of Programs and Services under this Memorandum of Understanding;
- (iii) has provisions for cross-liability and severability of interests, blanket form contractual liability, owners' and contractors' protective liability, broad form property damage, products and completed operations, non-owned automobile liability, and any other provision relevant as detailed in the Letter Agreement or this Memorandum of Understanding.

(2) All policies of insurance required to be provided pursuant to this section shall contain or be subject to the following terms and conditions:

- (a) each Certificate shall contain a provision requiring the insurers to notify the Municipality in writing at least thirty (30) days before any cancellation of the insurance required under this clause;
- (b) the parties agree that insurance policies may be subject to deductible amounts, which deductible amounts shall be borne by the GRCA;
- (c) before the expiry of the policies of insurance, original signed certificates evidencing renewal will be provided to the Municipality upon request.

Notice

17. Any notice in respect of this Memorandum of Understanding or any Letter Agreement shall be in writing and shall be sufficiently given or made if made in writing and either delivered in person during normal business hours of the recipient on a business day to the party for whom it is intended to the address as set out below, or sent by registered mail or by email addressed to such party as follows:

(1) in the case of the Municipality, to:

County of Oxford
21 Reeve Street, PO Box 1614
Woodstock ON N4S 7Y3

Attention:
Email:

(2) in the case of the GRCA, to:

Grand River Conservation Authority
400 Clyde Road, PO Box 729
Cambridge ON N1R 5W6

Attention: Samantha Lawson, Chief Administrative Officer
Email. slawson@grandriver.ca

or to such other addresses as the parties may from time to time notify in writing, and any notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered if the notice is delivered personally or by prepaid registered mail or email; or, if mailed, then, in the absence of any interruption of postal service affecting the delivery or handling thereof, on the third business day after the date of mailing.

Force Majeure

18. Neither party shall be in default with respect to the performance or nonperformance of the terms of the Letter Agreement or this Memorandum of Understanding resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) that could not reasonably have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority (other than by the Municipality), plague, epidemic, pandemic, natural disaster, strike, lock-out, inability to procure material, acts, laws or regulations of government authority or other cause beyond the reasonable control of such party and not caused by the act or omission of such party, and the performance of such term or terms shall be extended for a period equivalent to the period of such delay. This provision should not relieve the Municipality of its obligation to pay fees and costs when due.

Governing Law

19. This Memorandum of Understanding and any Letter Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be treated in all respects as an Ontario contract.

Approvals in Writing

20. Any approval or consent required of the Municipality under a Letter Agreement may be given by the Responsible Municipal Official or any person specifically authorized by them in writing to do so.

No Agency

21. Nothing herein contained shall make, or be construed to make the Municipality or the GRCA a partner of one another nor shall this Memorandum of Understanding or a Letter Agreement be construed to create a partnership, joint venture, principal-agent relationship or employment relationship in any way or for any purpose whatsoever between the Municipality or the GRCA or between the Municipality, the GRCA and a third party. Nothing in this Memorandum of Understanding or any Letter Agreement is to be construed as authorizing one of the GRCA or the Municipality to contract for or to incur any obligation on

behalf of the other of them or to act as agent for the other of them. Any reference herein this section to Municipality shall include its boards, agencies, commissions, and subsidiary operations.

Invalidity of any Provision

22. If any provision of this Memorandum of Understanding, or any Letter Agreement is invalid, unenforceable or unlawful, such provision shall be deemed to be deleted from this Memorandum of Understanding and all other provisions of this Memorandum of Understanding shall remain in full force and effect and shall be binding in all respects between the parties hereto.

Dispute Resolution

23. In the event of any dispute that arises in respect of the implementation of this Memorandum of Understanding or any Letter Agreement, the Parties will endeavour to resolve the matter through negotiation without the use of formal mediation or adjudication.

Further Assurances

24. The Parties agree to execute and deliver to each other such further written documents and assurances from time to time as may be reasonably necessary to give full effect to the provisions of this Memorandum of Understanding.

Amendments

25. This Memorandum of Understanding cannot be altered, amended, changed, modified, or abandoned, in whole or in part, except by written agreement executed by the parties, and no subsequent oral agreement shall have any validity whatsoever.

Early Termination

26. This Memorandum of Understanding shall terminate automatically upon either party providing the other party with prior written notice of their intention to terminate this Memorandum of Understanding given no less than one-hundred and eighty (180) days and no more than three hundred (300) days prior to the end of any calendar year during the Initial Term or Extension Term. Upon such written notice of intention to terminate this Memorandum of Understanding being given in any calendar year during the Initial Term or Extension Term, the date that is the last date of such calendar year or such date as may be otherwise agreed to by all parties in writing, shall be the "Termination Date". In the event this Memorandum of Understanding is terminated, any operating expenses and costs incurred by the GRCA for providing services to the Municipality shall be paid by the Municipality up to and including the Termination Date.

Enurement

27. This Memorandum of Understanding shall enure to the benefit and be binding upon the parties hereto and their successors and assigns permitted hereunder.

Execution

28. This Memorandum of Understanding may be executed in counterparts in writing or by electronic signature and delivered by mail, facsimile or other electronic means, including in Portable Document Format (PDF), no one copy of which need be executed by all of the parties, and all such counterparts together shall constitute one agreement and shall be a valid and binding agreement among the parties hereto as of the date first above written.

29. **IN WITNESS WHEREOF** the Municipality and the GRCA have signed this Memorandum of Understanding.

MUNICIPALITY:

Name
Position

Name
Position

I / We have authority to bind the Municipality.

GRAND RIVER CONSERVATION AUTHORITY

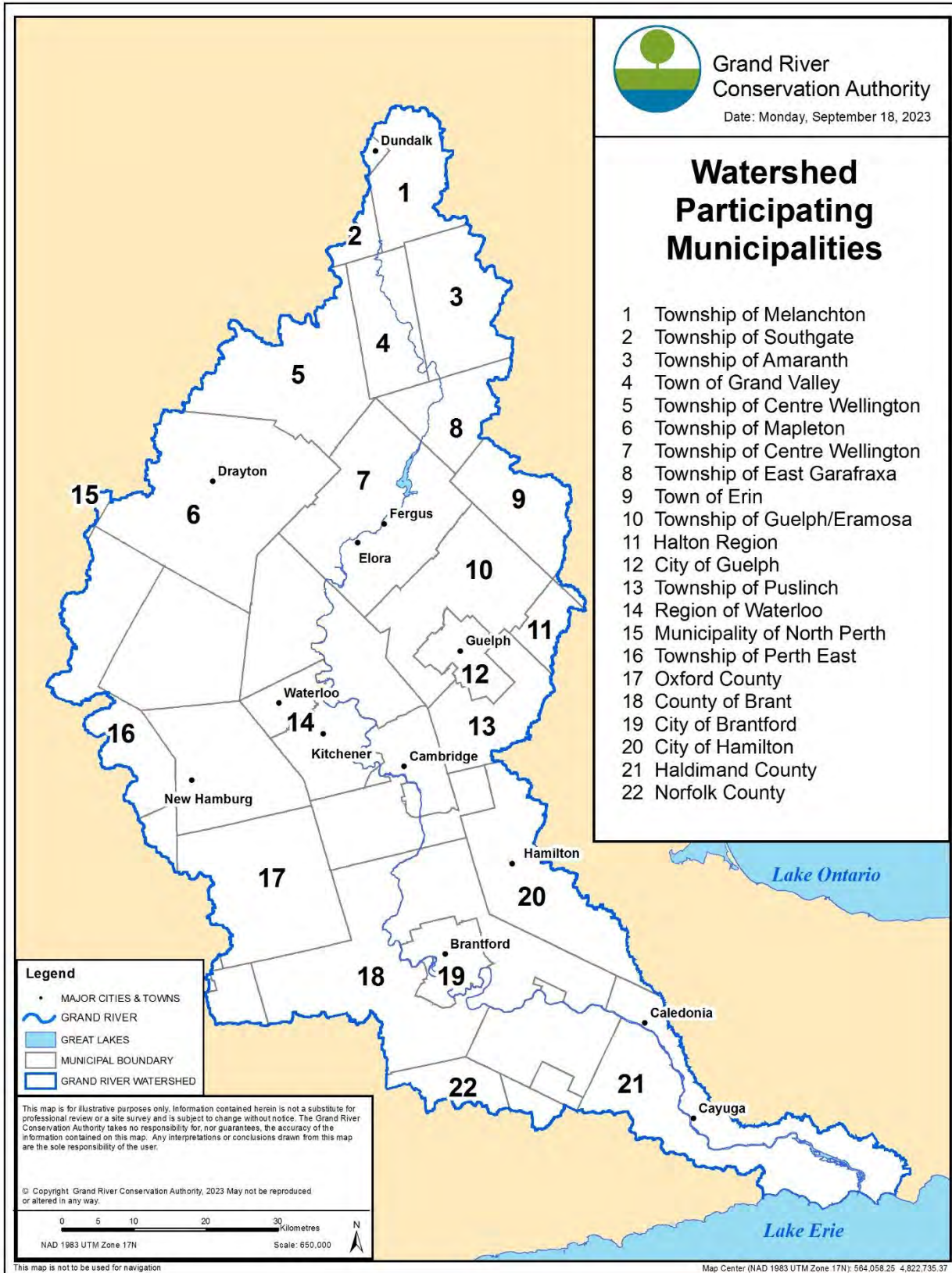
Samantha Lawson
Chief Administrative Officer

I have authority to bind the GRCA.

LIST OF SCHEDULES

Schedule "A": Map of GRCA jurisdiction
Schedule "B": Program and Service Areas
Schedule "C"- Letter Agreement(s)

Schedule "A": Map of GRCA jurisdiction



Schedule “B”: GRCA Programs and Services

The following provides a high-level summary for each of the Category 2 Programs and Services. Category 2 Program and Services are defined as non-mandatory programs and services under the *Conservation Authorities Act* that are provided at the request of the participating municipalities within the jurisdiction and expertise of the GRCA.

1. Sub-watershed Services

- Identify and recommend where subwatershed or watershed studies are needed
- Review and provide input to subwatershed studies or other regional-scale technical studies
- Undertake subwatershed monitoring to support municipal studies, including surface water and groundwater quality, equipment set-up and maintenance, fish and other aquatic community surveys
- Networking with conservation and environmental management agencies and organizations, and advocating on a watershed basis

2. Conservation Services

- Deliver municipal and partnership cost-share programs to support private land stewardship action
- Facilitate private land, municipal and community partner tree planting
- Coordinate education and outreach activities to promote actions to improve water quality and watershed health

3. Water Quality Programs

- Wastewater optimization
 - Support optimization of wastewater treatment plant operations through:
 - Knowledge sharing workshops
 - Hands-on training
 - Technical advice
 - Delivering a recognition program
 - Provide technical support for municipal assimilative capacity studies, EAs, master plans for water and wastewater services
 - Engage the provincial and federal governments to develop programs to reduce nutrient loads in rivers and streams, and ultimately Lake Erie
- Surface water quality monitoring, modelling, analysis and reporting
 - Operate and maintain continuous water quality stations
 - Maintain a water quality database
 - Develop and maintain a water quality model
 - Report on water quality and river health
 - Analyze and report on groundwater quality

4. Watershed Sciences & Collaborative Planning

- Watershed and landscape scale science and reporting:
 - Surface water and groundwater quality
 - Water use and supply
 - Natural heritage (terrestrial & aquatic), hydrologic functions
- Support cross-disciplinary integration and inform municipal watershed planning and water, wastewater, and stormwater master planning
- Foster cross-municipal resource management
 - Grand River Water Management Plan
 - Water Managers Working Group
- Liaise with provincial, federal agencies, NGOs

Schedule "C" Letter Agreements

LETTER AGREEMENT



Administration Centre: 400 Clyde Road, P.O. Box 729 Cambridge, ON N1R 5W6

Phone: 519-621-2761 Toll free: 1-866-900-4722 Fax: 519-621-4844 www.grandriver.ca

September 29, 2023

County of Oxford
21 Reeve Street, PO Box 1614
Woodstock ON N4S 7Y3

BY EMAIL: Municipal Clerk, CAO/General Manager
csenior@oxfordcounty.ca; baddley@oxfordcounty.ca

RE: PROGRAMS AND SERVICES UNDER THE MEMORANDUM OF UNDERSTANDING DATED
THE _____ DAY OF _____, 2023

WHEREAS the Municipality and the GRCA entered into a memorandum of understanding on the ____ day of _____, 2023 (the "**Memorandum of Understanding**"), in regard to the provision of non-mandatory Programs and Services by the GRCA to the Municipality within the GRCA jurisdiction described in such Memorandum of Understanding;

AND WHEREAS the Memorandum of Understanding contemplates that a separate "Letter Agreement" or Letter Agreements are to be entered into by the Municipality and the GRCA under the Memorandum of Understanding in relation to certain Programs and Services as defined in the Memorandum of Understanding, setting out further details and specific requirements thereof;

NOW THEREFORE this letter sets out further details and specific requirements of certain Programs and Services to be provided under the Memorandum of Understanding by the GRCA to the Municipality, and shall be determined to be a "Letter Agreement" under the Memorandum of Understanding.

Programs and Services Terms and Provisions:

1.0 Term

The term of this Letter Agreement shall be for a period commencing on January 1, 2024, and terminating on the last day of the calendar year in which the Memorandum of Understanding expires or is otherwise terminated, unless otherwise agreed upon in writing by the GRCA and the Municipality.

2.0 Communication

2.1 The GRCA shall assign the Chief Administrative Officer as the primary contact for this agreement and they will have overall responsibility for the administration of the Memorandum of Understanding and Letter Agreement.

2.2 The GRCA shall assign the Manager of Water Resources as the contact for programs and services under this Agreement related to Conservation Services, Water Quality, and Watershed Sciences and Collaborating Planning, and the Manager of Engineering and Planning Services as the contact for programs and services under this Agreement related to Sub-watershed Services. The Managers shall be responsible for all day-to-day contacts; reporting, deliverables, and metrics; and to respond to any requests or inquiries about the GRCA's delivery of the programs and services under this Agreement.

3.0 Payment Amount and Terms

3.1 The fee apportioned to, and to be paid by the Municipality to the GRCA, for the calendar year 2024, in Canadian funds, is the sum of \$8,106.00. This amount is conditional on all participating municipalities in the GRCA watershed entering into a Memorandum of Understanding with the GRCA for the delivery of non-mandatory programs and services.

3.2 The fee to be apportioned to and paid by the Municipality for future calendar years may be increased in accordance with the Fees and Payment section of the Memorandum of Understanding. Such increase shall be subject to approval by the General Membership of the GRCA, and the apportionment shall be determined in part on the continued participation in future calendar years of municipalities in the GRCA watershed under a Memorandum of Understanding with the GRCA for the delivery of such non-mandatory programs and services..

3.3 An annual notice to pay shall be sent to the Municipalities following the GRCA's budget approval, and payment for the annual fees shall be made in three equal installments, due March 31, June 30, and September 30 of each calendar year.

3.4 The Category 2 Programs and Services Cost schedule based on the draft 2024 budget is as follows:

Programs & Services	Cost	Offsetting Funding	NET COST	Description of Funding
Sub-watershed Services	\$364,000	\$(130,000)	\$234,000	Municipal Funding
Conservation Services	\$1,348,000	\$(800,000)	\$548,000	Municipal Funding
Water Quality	\$157,000	\$(10,000)	\$147,000	Summer Student Grants
Water Quality - Wastewater Optimization Program	\$210,500	\$(130,000)	\$80,500	Provincial Grant
Water Quality - Groundwater Resources	\$8,500	\$-	\$8,500	
Watershed Sciences & Collaborative Planning*				
TOTAL	\$ 2,088,000	\$ (1,070,000)	\$ 1,018,000	

* Costs related to this activity integrated in the above listed programs and services.

4.0 Reporting, Deliverables, and Metrics

4.1 A schedule of metrics and deliverables for the programs and services is attached as Appendix 1 to this Letter Agreement. Beginning in 2025, where applicable, by March 15 of each year of this agreement, the GRCA shall contact the Municipality to set a meeting to conduct the annual review of the Memorandum of Understanding, this Letter Agreement, and to provide an annual report to the Municipality outlining the metrics for the previous calendar year. Where the metrics are available upon request, the GRCA will respond to the request for metrics within 30 days of the request.

General Provisions:

5.0 The provisions of the Memorandum of Understanding from Sections 14 (Records) to and including 23 (Dispute Resolution), as well as those set out in Schedule "B" thereto, shall apply, *mutatis mutandis*, to this Letter Agreement, and this Letter Agreement shall be read together with such provisions of the Memorandum of Understanding.

6.0 Any capitalized word or term not otherwise defined herein shall have the meaning given thereto in the Memorandum of Understanding.

7.0 This Letter Agreement cannot be altered, amended, changed, modified, or abandoned, in whole or in part, except by written agreement executed by the parties, and no subsequent oral agreement shall have any validity whatsoever.

8.0 This Letter Agreement and the Memorandum of Understanding, together with any other Letter Agreements made pursuant to the Memorandum of Agreement from time to time, together embody and constitute the sole and entire agreement between the parties, with respect to the subject matter dealt with herein and supersedes all prior agreements, understandings, and arrangements, negotiations, representations and proposals, written and oral, relating to matters dealt with herein, excepting any and all prior agreements between the parties for the provision of certain Programs and Services to the extent that such agreements do not conflict with the terms or scope of this Memorandum of Understanding

9.0 This Letter Agreement shall enure to the benefit and be binding upon the parties hereto and their successors and assigns permitted hereunder.

10.0 This Letter Agreement may be executed in counterparts in writing or by electronic signature and delivered by mail, facsimile or other electronic means, including in Portable Document Format (PDF), no one copy of which need be executed by all of the parties, and all such counterparts together shall constitute one agreement and shall be a valid and binding agreement among the parties hereto as of the date first above written.

GRAND RIVER CONSERVATION AUTHORITY

Per: _____
Samantha Lawson
Chief Administrative Officer

I have authority to bind the corporation.

IN WITNESS WHEREOF the Municipality consents and agrees to the foregoing.

AGREED AND ACKNOWLEDGED THIS _____ DAY OF _____, 20_____.

[NAME AND ADDRESS OF MUNICIPALITY]

Per: _____
Name:
Position:

Per: _____
Name:
Position:

I/We have authority to bind the corporation.

APPENDIX 1 – Category 2 Programs and Services Deliverables and Metrics

Programs and Services Description	Deliverables	Metrics
Sub-watershed Services – Deliver a subwatershed planning program and provide technical support for municipal stream monitoring and (sub)watershed planning*	Identify and recommend (sub)watershed or other regional-scale technical study priorities	Provide a table of recommendations annually
	Upon request and in watershed priority sequences, provide technical advice on terms of reference, scoping, methods for (sub)watershed studies.	Identify studies where support has been provided within the watershed annually
	Seek additional partner funding to undertake subwatershed/regional studies	Identify the number of applications, specifics, success and financial information annually.
	Review and provide input to watershed, regional and local scale subwatershed studies. <ul style="list-style-type: none"> • Participate on steering committees, working groups • Scope of technical review in compliance with O.Reg 596/22 - Prescribed Acts 	Number of requests and reviews undertaken
	Provide technical support and advice on municipal stream monitoring.	Number of plans reviewed and location within watershed.
	Serve as digital custodian for previously completed subwatershed studies (listed on GRCA website) Respond to requests for digital copies of previously completed subwatershed studies from consultants and the public.	Upon request
* Undertake subwatershed monitoring for watershed and regional scale subwatershed studies where services are cost-shared between the municipalities and the GRCA under separate agreements. May undertake monitoring for local scale subwatershed studies where 100% funding provided by municipality under separate agreement.		
Conservation Services - Deliver municipal and partnership cost-share programs to support private land stewardship action to improve and protect water quality and watershed health	Provide information and resources to landowners related to stewardship action including agricultural best practices, private water well maintenance, tree planting and naturalization projects.	Number of program participants, number of landowner inquiries
	Engage watershed residents in stewardship action through promotion of cost-share opportunities	Number of residents engaged through program promotion

Programs and Services Description	Deliverables	Metrics
	Conduct site visits to assist landowners with planning stewardship projects and submitting applications to GRCA delivered cost-share programs	Number of site visits
	Administer and deliver municipally funded rural water quality programs (RWQP) as requested by watershed municipalities	Projects completed (number, type) Project investment by funding source Total grant, kg Phosphorus retained - reported by program and by municipality
	<p>Seek additional partner funding to enhance cost share programs GRCA offers to watershed landowners (ie. offering funds in municipalities without a RWQP or enhancing cost-share funding opportunities in areas where municipal RWQPs exist).</p> <p>Examples of non-municipal grant funds delivered in 2023 to support private land stewardship in all watershed municipalities:</p> <ul style="list-style-type: none"> • Habitat Stewardship Program for Aquatic SAR • ECCC Nature Smart Climate Solutions • OMAFRA profit mapping • Forests Ontario 50 Million Tree Program 	Projects completed (number, type) project investment by funding source, total grant, kg Phosphorus retained.
Conservation Services – Facilitate private land, municipal and community partner tree planting	Conduct field surveys and site assessments to develop tree planting plans for rural landowners and community groups (for projects that meet minimum property and project size requirements)	Number of landowners engaged, number of planting plans developed, number of projects completed, number of trees planted, planting area, km of windbreak, km of riparian buffer
	Provide technical assistance to tree planting clients to ensure successful completion of projects.	Number of landowners, projects and trees planted by landowners (plant your own projects) with Forestry Specialist support
	Support rural landowners to develop suitable applications to cost share programs	Summary of project investment by funding source

Programs and Services Description	Deliverables	Metrics
	Secure tree stock and manage contracted planting services for landowners	Number of trees, projects, grant and investment in projects planted through GRCA planting program
	Serve as technical resource to landowners and community tree planting organizations	Number of community partner organizations supported; hours contributed
	Support community partner and municipality hosted outreach events as capacity permits	Number of community partners, number of residents engaged/event participants, number of events, number of trees planted, total area planted, volunteer hours contributed
Conservation Services – Coordinate education and outreach activities to promote actions to improve water quality and watershed health	Engage watershed residents through development and delivery of outreach events (tours, workshops, webinars) and participation in partner, community, and municipal events and meetings; as capacity and opportunities exist	Number of partners, events, event participants.
	Develop promotional materials (print, website, social media) to promote stewardship action and recruit participants to GRCA Conservation Services Programs.	
Water Quality – Deliver the Watershed-wide Wastewater Optimization Program (WWOP) to support municipal wastewater management and improve and protect water quality and watershed health <ul style="list-style-type: none"> • Support optimization of wastewater treatment plant (WWTP) operations through: knowledge sharing workshops, hands-on training, technical advice, and a recognition program • Provide technical support for municipal assimilative capacity studies and master plans for water and wastewater services 	Collect data from municipalities, analyze, and produce an annual report on WWTP performance across the watershed.	# of municipalities participating in annual reporting Annual report posted online
	Host annual workshop for information sharing and networking among municipal wastewater practitioners	# of participants Workshop summary
	Provide technical support and training workshops for operators, supervisors, and managers to implement optimization techniques at individual WWTPs	# of training, technical support events # of participants
	Deliver annual recognition program to acknowledge WWTPs that participate in WWOP activities and produce a very high-quality effluent	Awards presented
	Support municipal assimilative capacity studies and master plans for water and wastewater	Studies are carried out by each municipality, as needed and GRCA staff

Programs and Services Description	Deliverables	Metrics
<ul style="list-style-type: none"> Engage the provincial and federal governments to develop programs to reduce nutrient loads in rivers and streams, and ultimately Lake Erie 	<ul style="list-style-type: none"> Upon request, facilitate initial scoping, act as liaison with MECP, provide technical/methodological advice, provide stream data, provide watershed context, participation in steering committees (but not provide comments on EAs) 	participate at the request of the municipality
Water Quality – Surface water quality monitoring, modelling, analysis, and reporting <ul style="list-style-type: none"> Operate and maintain continuous water quality stations Maintain a water quality database Develop and maintain a water quality model Report on water quality and river health 	Operate and maintain 9 continuous water quality monitoring stations	Continued operation of 9 stations
	Maintain a water quality database for continuous water quality data and grab sample data from GRCA, municipal and provincial water quality sampling programs within the watershed	Continued maintenance of the database
	Develop and maintain the Grand River Simulation Model (GRSM) for use in municipal assimilative capacity studies or for broader watershed planning purposes	GRSM is available for any municipal studies, upon request and GRCA staff will provide support for model application in assimilative capacity studies
	Analyze and report on surface water quality	Reports on water quality are produced cyclically or as needed (e.g., reports to Board, watershed report cards, technical updates to Water Management Plan)
Water Quality – Groundwater analysis and reporting	Analyze and report on groundwater quality	Reports on water quality are produced cyclically or as needed (e.g., reports to Board, watershed report cards, technical updates to Water Management Plan)
Watershed Sciences and Collaborative Planning - Undertake watershed, regional, and landscape scale science and reporting: <ul style="list-style-type: none"> Inter-disciplinary analysis and reporting on watershed health (surface water, groundwater, forests, wetlands) 	Analysis and reporting on watershed conditions	Periodic reporting via Watershed Report Cards (e.g., 2023), Water Management Plan (e.g., State of Water Resources, 2020), technical reports, and reports to Authority board

Programs and Services Description	Deliverables	Metrics
<ul style="list-style-type: none"> • Collaborative work on the hydrologic functions of natural features • Other watershed-scale science (e.g., fisheries) 	Engagement of municipal, provincial, federal, non-governmental, academic and other stakeholders	As below for Water Managers Working Group and via other committees and meetings
<p>Watershed Sciences and Collaborative Planning - Facilitating cross-municipal and inter-agency water resource management:</p> <ul style="list-style-type: none"> • Support cross-disciplinary integration and inform municipal watershed planning and water, wastewater, and stormwater master planning • Liaise with First Nations, municipal, and provincial and federal agencies 	Advance implementation of the collaborative, voluntary Grand River Watershed Water Management Plan. The Plan's objectives are to: <ul style="list-style-type: none"> • Ensure sustainable water supplies for communities, economies and ecosystems • Improve water quality to improve river health and reduce the river's impact on Lake Erie • Reduce flood damage potential • Build resilience to deal with climate change 	Implementation tracking/reporting (scope TBD)
	Update the Water Management Plan and Integrated Action Plan as needed	Scope/timing TBD
	Chair the Water Managers Working Group with representation from watershed municipalities, First Nations, and provincial and federal agencies	Terms of Reference 2-4 meetings/workshops per year
	Provide input to municipal watershed planning – local, regional, and watershed conditions and issues identification	Upon request

Gordon Hough

From: Samantha Lawson <slawson@grandriver.ca>
Sent: October 16, 2023 10:06 AM
To: Gordon Hough
Subject: RE: For signing - MOU for Category 2 Programs & Services under O.Reg 687/21
Attachments: Oxford Stewardship Project Summary 2018 to 2023.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Hi Gordon,

Here's a summary of Category 2 program support to Oxford County in recent years.

- Wastewater Optimization Program (WWOP) – Oxford County has been a strong supporter and active participant in the WWOP since 2010. Oxford County provides data for annual reporting and has benefited from hands-on training and technical assistance provided by WWOP staff to improve WWTP operations. The Plattsville WWTP in Oxford County received a silver recognition award through the WWOP in 2017 and 2020.
- Water quality program – there is 1 Provincial Water Quality Monitoring Network (PWQMN) monitoring site in Oxford County. Although monitoring at that site is a Category 1 program, analyzing and reporting on the data is a Category 2 service that helps us understand local and watershed conditions.
- Conservation Services program
 - GRCA delivers the Oxford Clean Water Program (RWQP) on behalf of Oxford County.
 - GRCA seeks out additional funding to deliver to landowners in Oxford County within the Grand River Watershed. Recent funding was secured by GRCA from the Fisheries and Oceans Canada Habitat Stewardship Program for Aquatic Species at Risk, ECCC Nature Smart Climate Solutions Fund and the Forests Ontario 50 Million Tree Program.
 - In the past 5 years, GRCA delivered \$115,000 in cost share funding (\$7,200 from the Oxford Clean Water Program) to support the completion of 56 projects in Oxford County (summary attached). Landowners contributed in-kind labour, cash and materials for a total project investment of \$258,000.
 - Project highlights 2018-2023:
 - 56 projects completed
 - \$115,200 in cost share funding (total project investment \$258,000)
 - 27 tree planting projects resulted in the establishment of 5 km of windbreak, 5 km of riparian buffer and 17 hectares of marginal farmland retired from production and planted. A total of 32,000 trees were planted.
 - 5 fencing projects to prevent livestock access to watercourses
 - 7 well decommission projects to protect groundwater
 - 17 projects to help prevent sediment and nutrient loss from cropland (cover crops, erosion control structures, wetland creation)
- Subwatershed planning program – providing input to the County's 2024 Water and Wastewater Master Plan and Bridge 24 Rehab EA; opportunities exist for GRCA to provide support/input for municipal drain classification (subject to funding availability from DFO; county has about 20 unrated municipal drains), input to development of monitoring plans for consolidated linear infrastructure approvals

Please let me know if you need anything else.

Cheers,
Sam

Samantha Lawson, MCIP RPP
Chief Administrative Officer
Grand River Conservation Authority

#6.a

Placeholder page for Agenda Item 6.a –
Conferences & Seminars

#6.b

Placeholder page for Agenda Item 6.b - County Council – Update & Questions

#6.c

Placeholder page for Agenda Item 6.c –
Staff Reports and Questions for Staff

STAFF REPORT

Report #CI O2023-07

To: His Worship the Mayor and Members of Council

From: Meaghan Vader, Corporate Initiatives Officer

Re: Municipal Alcohol Policy Updates

Date: October 25, 2023

Background:

At its meeting of May 17, 2023, Council approved the Municipal Alcohol Policy for implementation effective September 1, 2023.

As part of the implementation of the new policy, staff held two public information sessions on August 17, 2023. Throughout that process, certain areas of the policy were identified as needing minor adjustments.

Further, at its meeting of September 20, 2023, the Tavistock Royals Hockey Club made a delegation to Council requesting an exception as per Section 3.1 of the policy. At its meeting of October 4, 2023, Council provided a temporary exception until October 31, 2023.

Discussion:

Amendments

Staff have worked together to amend the Municipal Alcohol Policy to incorporate the changes as identified at the public information sessions.

Wording amendments have been made to the following areas:

Section 2.0 Definitions

“Door Monitor” has been updated to be “Access Point Monitor”, as well as include the language that access point monitors are responsible to ensure that alcohol is not taken out of the licensed area. The update from door monitor to access point monitor was made as not all licensed areas have a physical door barrier. For example, a beer garden may have an opening in the fence or a gate.

Section 6.0 Youth Admission to Licensed Events

Bullet points #2 and #4 have been removed. They required that two (2) extra floor monitors be added during an event where youth were in attendance, and that stamps and wristbands are used. It was felt both were unnecessary based on the other provisions and safeguards in the policy.

Section 8.1 Control of Alcohol Services

Bullet point #1 was amended to now state that a maximum of two drinks may be purchased by an individual at any one time. The wording previously included the word tickets as well. There is no restriction to the number of tickets an individual may purchase, however, only two may be redeemed at a time for two drinks in accordance with the regulations from AGCO.

Wording was also amended to allow for the service of alcohol in a can. This is provided that the can is opened prior to service.

Section 8.2 Alcohol and Non-Alcoholic Drinks

The language in this section previously defined allowable drink percentages. As this information is regulated by and subject to updates by the Alcohol and Gaming Commission of Ontario, the wording was amended to refer to the Liquor Licence and Control Act for the definition of a standard drink.

Section 10.1 Staffing Requirements

In line with the adjustment in Section 2.0, the chart has been amended to **reflect the term 'Access Point Monitor'**.

Staff would also note and draw attention to that additional language has also been added to clarify that, **"Attendees are based on the total number of people attending a licensed area. Where an event has a licensed and non-licensed area, the attendees are based on the total number of people in the licensed area."**

Appendix 'B' - Checklist for Renters

The total number of attendees has been added to the form. The total number of attendees will correspond with the chart in Section 10.1 Staffing Requirements.

Exceptions to the Policy

Staff consulted with our municipal insurance provider in relation to licensing tiered seating areas. It is their recommendation that if tiered seating areas are included or permitted as an exception to the policy, that potential exposures be identified for risk mitigation. These could include additional signage about uneven footing and tiered seating posing a falling or tripping risk, or utilizing only a portion of the seating area, if possible.

Staff would recommend that going forward exceptions be considered on an as needed basis. Should any exceptions to *Section 3.1 Township Facilities Not Eligible for Special Occasion Permits or Consumption of Alcohol at Any Time*, be required the exception may be granted by Council through a delegation. As part of their exception, event organizers would be required to state the expected attendance of their event. Section 10.1 Staffing Requirements would apply in accordance with the number of attendees.

Attachments:

- Appendix 'A' – Municipal Alcohol Policy

Recommendation:

1. That Council approve the changes to the Municipal Alcohol Policy, as attached to Staff Report #CIO2023-07;
2. That the Tavistock Royals Hockey Club be instructed to apply for delegation for their requested exception event dates.

Reviewed by C.A.O:



Karen DePrest
Chief Administrative Officer

Report prepared and submitted by:



Meaghan Vader
Corporate Initiatives Officer



Municipal Alcohol Policy

Policy Number:	GP 2.19
Approval Date:	May 17, 2023
Approval Authority:	Council
Effective Date:	September 1, 2023
Revision Date/s:	November 1, 2023

Purpose

To define the conditions for Special Occasion Permit (SOP) events and establish procedures to ensure a safe and managed approach for the consumption of alcohol at events held on municipal property and for enforcing violations of the Alcohol Policy and relevant procedure.

Goal Statement

The Township of East Zorra-Tavistock is committed to providing a safe environment to residents and visitors, and wants people to enjoy the various facilities and parks available. In order for the Township to ensure the health and safety of the public, and the protection of municipal staff and facilities, a policy for the orderly use of alcohol during events and functions has been developed. The following document outlines these regulations.

Objectives

- a. To ensure proper operation and supervision of Special Occasion Permit events by providing education in prevention and intervention techniques and in effective management procedures. This will lower the risk of liability to event organizers, participants, volunteers, the Township and its staff.
- b. To reinforce responsible drinking practices for consumers through appropriate operational procedures, controls, training and education.
- c. To honour the decision of designated drivers not to drink alcohol and to encourage their participation by providing alternative, non-alcoholic beverages.
- d. To provide a balanced use of alcohol through Special Occasion Permits so that alcohol becomes a responsible part of a social function, rather than the reason for it.
- e. To provide a balance of licensed and non-licensed programs to ensure that consumers, abstainers, adults, youth and families will be adequately served and protected.

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1.0 Procedure

Any municipal property for which a licence has been obtained from the Alcohol and Gaming Commission of Ontario and for which the facility user/ permit holder of such event has signed a Booking Requirements at Township Facilities agreement with the Township, setting out the conditions of the municipality and the Alcohol and Gaming Commission of Ontario, is deemed suitable for Special Occasion Permit events, unless otherwise specified in this procedure.

The Manager of Public Works, or designate, having operational jurisdiction over a facility has the authority to approve or deny a proposed Special Occasion Permit event at a location(s) within or on the grounds of the municipal property under their jurisdiction.

Rules and conditions for the provision/consumption of alcohol may vary, and are dependent upon the type of facility or event as well as conditions that the Township of East Zorra-Tavistock may include from time to time. The Township reserves the right to vary or introduce additional conditions or restrictions at its absolute discretion.

2.0 Definitions

AGCO – Alcohol and Gaming Commission of Ontario. The AGCO is responsible for the administration of the Liquor Licence and Control Act.

Event – Any gathering held at municipal premises at which alcohol will be served and/or sold. The duration of the event includes event setup, operation and cleanup.

Event Organizer – A person, 19 years of age or over, seeking to hold an event involving the selling and/or serving of alcohol on municipal premises. For events under a Special Occasion Permit, the permit holder is the event organizer.

Event Worker – Any paid/volunteer person who is involved in safe alcohol service at an event. Event workers must be 18 years of age or over and either Smart Serve trained or Server Intervention Program (SIP) certified. Event workers may include the following positions related to safe alcohol service:

- a. **Floor Monitor** – Walks with participants, monitors patron behaviour, monitors for intoxication and underage drinkers, responds to problems and complaints, notified the event organizer and security personnel of any potential problems and of individuals showing signs of intoxication, assists door monitors when necessary, promotes safe transportation options, arranges safe transportation.
- b. **Access Point Monitor** – Monitors attendance and limits entry to the licensed venue nearing capacity to ensure capacity is not exceeded and ensures alcohol is not taken out of the licensed area. Checks for signs of intoxication, denies admissions to troublesome individuals, denies admission to uninvited individuals for private events, monitors for those showing signs of intoxication when leaving the event and arranges for safe transportation, promotes safe

transportation options, notifies event organizer and security personnel of any potential problems and of individuals showing signs of intoxication. Will check identification as required. Will provide wrist bands as required.

- c. **Licensed Security** – Security Personnel must be licensed in accordance with the Private
- d. **Bartender** – Checks identification, accepts tickets for alcoholic drinks, serves drinks, monitors for intoxication and underage drinkers, refuses service when patron appears to be intoxicated or near intoxication, offers non-alcoholic beverages as a substitute, and co-ordinates with event staff. Notifies a floor worker when patrons may need safe transportation options.
- e. **Bar Ticket Seller** – Sells drink tickets to guests and monitors for underage drinkers and intoxication and refuses to sell to patrons at or near intoxication. Shall check identification. May issue wrist bands at certain events.

Any worker roles may be amended or changes at the discretion of the Township based on the event risk assessment. Please note each of these roles represents an individual position.

Liquor Licence and Control Act, 2019, S.O. 2019, c. 15, Sched. 22 means the law regarding the sale and service of alcohol. See <https://www.ontario.ca/laws/statute/19l15b> for more information.

Municipal Significance – means an event with a designation by the Township. Applications must be accompanied by a municipal letter from the Township Clerk advising that the Township of East Zorra-Tavistock Council has designated the event as municipally significant.

Smart Serve – the program offered by Smart Serve Ontario, designated to train staff and volunteers who work in areas where alcohol is sold and/or served. The Smart Serve training program is the only server training program recognized by the AGCO.

Special Occasion Permit – A type of liquor licence issued by the AGCO for one-time social events where alcohol will be sold and/or served. All Special Occasion Permits (SOPs) are managed and controlled by the AGCO and not the Township. SOPs may be issued for four types of events, as defined by the AGCO.

- a. **Private Event** – are limited to invited guests only and may not be publicly advertised such as on social media or through any other medium. There can be no intent to gain or profit from the sale of liquor at the event.
- b. **Public Event** – are open to the public. These events can be advertised and fundraising and/or profit from the sale of liquor at the event is permitted. Public events include events of provincial, national or international significance, or events designated by a municipal council or its delegate as an event of municipal significance.

3.0 Township Facilities Eligible for Special Occasion Permits

Tavistock Arena (Upper Hall; Curling Club Lounge; Arena Floor when ice is removed, not including stands)
Tavistock Memorial Hall (Main Hall)
Tavistock Queens Park Pavilion
Hickson Park Pavilion
Innerkip Park Pavilion
Innerkip Lions Pavilion
Innerkip Community Centre

3.1 Township Facilities Not Eligible for Special Occasion Permits or Consumption of Alcohol at Any Time

Arena Dressing Rooms

Rationale: Alcohol is not permitted in Arena Dressing Rooms as it encourages skaters to be on the ice surface under the influence of alcohol thus leading to safety concerns. As well, drinking alcohol following the game increases the risk of impaired driving. Illegal consumption of alcohol will not be tolerated in these areas.

Curling Club and Arena Ice Surfaces

Rationale: The Curling Club and Arena Ice Surfaces are not suitable for a Special Occasion Permit event due to the obvious safety concerns. Permitting patrons under the influence of alcohol on the ice surface and in the seating area is a potential safety hazard. A Special Occasion Permit will only be considered if properly constructed boards are placed over the ice surface.

Areas with Tiered Seating

Rationale: The consumption of alcohol is prohibited in areas of municipal facilities with temporary or fixed tiered seating. Tiered seating such as bleachers and auditorium style seating increases the risk of injuries at events.

Exceptions: Any person wishing to hold a Special Occasion Permit event in a location not listed in this policy must apply to Council for approval. From time to time the Township may allow for the service of alcohol in municipally owned parks, or other facilities at the discretion of Council and staff.

3.2 Events Not Eligible for Special Occasion Permits

Youth Events

In order to be eligible to rent a municipal facility for youth or minor sports events, including banquets, the sponsor(s) must agree that these will not be special occasion permit events. Alcohol is not allowed at events targeted exclusively to youth under 19 years of age on Township property.

Rationale: These events are intended for young people under the age of majority. Non-

consumption by participating adults provides a positive example for young people. Since adults supervise and drive young people to and from these events, alcohol consumption does not provide a positive example regarding drinking and driving.

4.0 Mandatory Signs

4.1 Statement of Intoxication

These signs will be provided by the Township in duplicate, to be placed in the bar area.

“It is against the Liquor Licence and Control Act (Ontario) and its regulations to serve customers to intoxication. For this reason, servers in our facilities are required to obey the law and not serve anyone to intoxication. We are also pleased to offer non-alcoholic beverages.”

4.2 Accountability

This sign will be supplied in quadruplet by the Township. This sign will be posted at the bar and main entrance of all Special Occasion Permit functions. This sign will inform patrons where to direct concerns regarding the manner in which the function has been operated. In addition to naming the sponsor of the event, the sign should include the name, address, and telephone numbers of the East Zorra-Tavistock Parks and Recreation Department, local Ontario Provincial Police Detachment and Alcohol and Gaming Commission of Ontario.

Rationale: Having these signs visible to participants eliminates any confusion on who to contact for information or to lodge complaints regarding an event.

4.3 No Last Call

A sign stating “Last Call Will Not Be Announced”, to be placed in the bar area. This sign will be provided by the Township of East Zorra-Tavistock.

4.4 Ticket Sales

A sign shall be posted at the alcohol ticket sales table outlining the number of tickets sold at one time, when ticket sales end, and that any unused tickets can be redeemed for cash prior to the end of the event.

Rationale: This sign supports the ticket sellers, discourages large numbers of drinks (which can result in intoxication), prevents over drinking, reduces the buying of table rounds which can result in overdrinking, and having limits on the number of tickets purchased allows for greater observation of intoxication of guests. Refunding guests/patrons for unused tickets will decrease pressure to use their drink tickets which can increase the number of drinks consumed in a short period of time at the end of the night.

4.5 Legal Drinking Age

The only acceptable proof of age is valid government issued photo identification. Valid types of identification include:

- A driver's licence issued by the Province of Ontario with a photograph of the person to whom the licence is issued
- A Canadian passport
- A Canadian citizen ship card with a photograph of the person to whom the card was issued
- A Canadian Armed Forces identification card
- A secure certificate of Indian status issued by the Government of Canada
- A photo card issued by the Liquor Control Board of Ontario
- A permanent resident card issued by the Government of Canada
- A photo card issued under the Photo Card Act, 2008. O. Reg. 389/91, s. 29 (5); O. Reg. 561/96, s.1; O. Reg. 66/98, s. 7; O. Reg. 182/11, s. 13.

4.6 Alcohol Ineligible areas

"No alcohol beyond this point".

The Township will ensure that alcohol ineligible areas of municipal facilities are signed.

4.7 No Alcohol During Pregnancy, "Sandy's Law"

A sign stating that drinking alcohol during pregnancy can cause birth defects and brain damage to your baby. This sign will be posted at the bar.

4.8 Safe Transportation

A sign shall be posted indicating safe transportation alternatives available and indicating that RIDE programs are in our communities.

Rationale: This sign informs people that they have other means to get home safely if they have been drinking. Ensures participants are aware that police perform road side checks for drinking and driving. Supports non-drinking behavior and designated drivers.

5.0 Safe Transportation

Only individuals, groups or organizations implementing a safe transportation strategy will be permitted rental/ use privileges for Special Occasion Permit functions. The permit holder is responsible for promoting safe transportation options for all the drinking participants.

Possible Strategies:

- A designated driver provided by the sponsoring group
- Designated Drivers Program – to be advertised at the event so that all patrons are aware this program is available. The designated driver should be supplied with low cost or free soft drinks/coffee during this function.
- Impaired individuals will be driven home by a sober friend, and/or call a relative, or taxi.
- A taxi paid either by the sponsoring group or the participant

- Inform patrons through advertising of the available Taxi service.

The sponsor is to decide which option of Safe Transportation will be provided during their event. Please indicate what strategy you are using on the “Checklist for Renters” form.

Rationale: The risk of liability is high when an impaired driver leaves an event where alcohol is served. Event organizers must assume responsibility for promoting safe transportation for all patrons consuming alcohol.

6.0 Youth Admission to Licensed Events

Each rental group will be responsible to select a strategy on allowing youth to their event. In all cases, the following guidelines must be adhered to:

- All identification must be checked before anyone is allowed into the event/facility if persons appear to be under 25 years of age.
- In the event of service or provision of alcoholic beverages to any person under the legal drinking age, the person serving or providing such alcoholic beverage will be required to leave the event.

Rationale: To ensure that persons under the legal drinking age do not consume alcohol.

7.0 Security

The permit holder shall provide security sufficient to ensure that unauthorized persons do not attend the event and to ensure that the conditions of the permit and requirements of the Act are observed.

- In determining whether security is sufficient, the permit holder shall consider the nature of the event, the size of the premises, and the age and number of persons attending the event in accordance with Section 10.
- At least one municipal representative with authority to demand correction and/or to shut down an event on behalf of the Corporation will be available for all Special Occasion Permit Events.
- Security measures will be determined on a case by case basis in consultation with the Municipality and the Ontario Provincial Police. The permit holder is responsible for any expenses incurred for security requirements.
- Licensed, paid security does not need to be Smart Serve trained.
- The Township of East Zorra-Tavistock reserves the right to approve or deny security that is hired.

8.0 Alcohol Services

8.1 Control of Alcohol Services

- a. A maximum of 2 drinks may be purchased by an individual at any one time. Alcohol shall not be left available for self service.
- b. The permit holder shall allow the redemption of unused tickets for cash at any time during the event.
- c. Bartenders reserve the right to refuse service and the permit holder has the right to refuse admittance to persons who are underage, or to an individual who appears intoxicated.
- d. There will be no "last call". Hours of operation of the bar must be posted.
- e. Alcohol can only be sold and served during the hours that are stated on the permit.
- f. All signs of sale and service must be cleared within 45 minutes of the end time stated on the permit. This includes the removal of all partially consumed and empty bottles, and glasses that contain(ed) alcohol.
- g. Non-alcoholic beverages must be provided for designated drivers free of charge.
- h. All prices charged for alcohol must comply with the Liquor Licence and Control Act.
- i. Permit holders or municipal staff on duty will call police to report a driver who is suspected of being impaired.
- j. All facilities must be vacated by 2:00 a.m. unless otherwise negotiated with the Manager of Public Works or designate. If a later closing time is pre-approved, the closing time will be adjusted accordingly. A \$50 surcharge will be applied every hour that the facility is not vacated.
- k. All event workers must wear a form of identification as supplied by the event sponsor/permit holder.
- l. Marketing practices which encourage increased consumption, such as oversize drinks, double shots or spirits, drinking contests, and volume discounts are not permitted.
- m. Free alcoholic drinks shall not be advertised.
- n. All cans must be opened before being served.
- o. All bottles must be served in plastic or paper cups, and all bottles are to be retained in the bar area.
- p. For formal occasions, glass can be used until 10:00 p.m. Non- breakable containers can be used after 10:00 p.m. Bottles will be permitted on tables for weddings and other formal events at the discretion of the Township staff approving the event.
- q. Sufficient food shall be available and served throughout the duration of the event.

Rationale: By following the above guidelines we will reduce the risk that sponsor's automatically assume when running an event. These practices are designed to discourage heavy alcohol consumption.

8.2 Alcohol and Non-Alcoholic Drinks

Non-alcoholic beverages shall be made available. The permit holder must ensure that only standard drinks will be served. Standard drinks are as defined by *O.Reg. 746/21 under the Liquor Licence and Control Act, 2019, S.O. 2019 c.15, Sched.22.*

Rationale: These measures will help to prevent adverse consequences related to alcohol, such as intoxication, alcohol poisoning and impaired driving. Non-alcoholic beverages must be available for designated drivers and those who do not wish to drink alcohol. Event organizers are encouraged to offer low alcohol content beverages (i.e., beer that has less than 5% alcohol content). An individual consuming a regular beer (at 5% alcohol) could drink two “extra light beers” (2.5% alcohol) and ingest the same amount of alcohol. Similarly, “light beer” (at 4% alcohol) represents a 20% reduction of alcohol intake.

8.3 Prohibited Activities

The following activities are not permitted at Municipal Facilities:

- a. Alcohol raffles
- b. Drinking games
- c. Discounted Drinks
- d. Alcohol as a prize

Raffle Definition: RAFFLE means a lottery scheme where tickets are sold for a chance to win a prize at a draw and includes 50/50 draws, elimination draws, calendar draws, sports raffles and rubber duck races.

9.0 Controls Prior to the Event

9.1 Responsibilities of the Permit Holder

The permit holder must:

- a. Complete an ‘application for a Special Occasion Permit’ form to the Alcohol and Gaming Commission of Ontario and pay the applicable fee. This application must be completed at an LCBO SOP Service store. Applications need to be completed at least 2 weeks prior to a ‘Private SOP’, 30 days for a ‘Public SOP’ under 5000 people, and 60 days for a ‘Public SOP’ over 5000 people.
- b. Upon obtaining the required SOP, obtain the necessary Municipal Facility and Property Rental Agreement, Rules and Regulations from the Township.
- c. Sign and have witnessed the Agreement Form.
- d. 100% of Event Staff, as defined in “Section 9: Event Workers/Server Training”, must be Smart Serve trained.
- e. Attend the event and ensure the operation is in accordance with the rules of the Liquor Licence and Control Act, applicable regulations, policy and procedures.
- f. Be on duty to ensure the physical setting is safe at all times. Any unsafe condition must be reported to the facility representative and addressed appropriately. If permit holder has to leave, a designated back-up must sign the back of the permit to act as permit holder.
- g. Ensure that no-one under the age of 19 is served alcohol and that Government issued photo identification or identification in accordance with the Liquor Licence and Control Act is shown when requested.

- h. Remain sober and accountable, and ensure that bartenders abstain from consuming alcohol.
- i. In the event that attendees are able to walk around the event with alcohol, ensure that the event area where alcohol is being served from (i.e. bar) is secured on all sides by a single fence or wall of a minimum of three feet in height, so that no unauthorized person can access any stored alcohol.
- j. In the event of an approved outdoor 'beer garden', fencing is required for the outdoor designated area. It shall be a double row of fencing, four feet high, with six feet between fences, and be securely erected. Or, alternatively, one six foot high fence. The cost and set up of fencing is the responsibility of the event organizer. Materials and labor can be obtained by the Township if required at an additional cost. Location of the designated beer garden is to be pre-approved by the Manager of Public Works and/or designate prior to the Township Facility and Property Rental Agreement, Rules and Regulations being finalized.
- k. Ensure the guests at the event are properly supervised and also ensure no one consumes alcohol in an unauthorized location.
- l. Ensure that all entrances and exits to the event are supervised at all times.
- m. Ensure that food and non-alcoholic drinks are available at all times. The cost of non-alcoholic drinks must be significantly lower than alcoholic drinks.
- n. The permit holder shall post the levy receipt for the liquor purchased, if any, in a conspicuous place on the premises to which the permit applies or shall keep it in a place where it is readily available for inspection.

The following original documentation and one copy must be provided to the appropriate Township representative, at least two (2) weeks prior to the event. Copies to be maintained by the appropriate Township representative for file purposes:

- a. Special Occasion Permit
- b. A list of Event Workers at the event, along with a photocopy of the "Smart Serve" certificates of all Event Workers, and assurance that there will be a minimum of one bartender for every 100 patrons.
- c. Proof of insurance in accordance with criteria outlined in "Section 13: Insurance".
- d. In the case of a Private Special Occasion Permit, a copy of the invited guest list.

Renters of Township facilities will be required to understand the municipal alcohol policy prior to renting.

1. A copy of the Municipal Alcohol Policy will be available online, and from the Parks and Recreation Department, at the time of booking. If any questions or concerns arise from this policy, contact the Parks Recreation Department at 519-462-2697 for clarification.
2. A "Checklist for Renters" form will be provided by the Township of East Zorra-Tavistock at the time of booking. This form is to be completed by the Renter and returned to the Parks and Recreation Department at least one (1) week prior to the event. Signatures from both the Renter and the Parks and Recreation Department are required on this form. Please see Appendix "B".

- The signatory of the Special Occasion Permit must attend the event, and be responsible for the decisions regarding the actual operation of the event and must not consume alcohol before and during the event.

Rationale: The above is to ensure that there are no misunderstandings of the regulations contained in the Policy. Also, be aware that any required information or assistance of the Renter is available through the Parks and Recreation Department.

9.2 Advertising Events

Private Events are for invited guests only and the event must not be advertised to the public, including by way of flyers, newspaper, internet, social media, or radio. The event cannot be open to the public.

10.0 Event Works/Server Training

10.1 Staffing Requirements

It is required that all event workers related to alcohol sales, service or monitoring be Smart Serve trained. Event workers are defined in Section 2.0: Definitions.

Event Staff must be appropriately identified using some method of visual identification (i.e. t-shirts, hats, vest, etc). A schedule of Event Staff, their roles, and the hours that they will be on duty must be provided to Township staff prior to the event. Event Staff, while on duty, are not to consume alcohol while working at an event.

Attendees	Bartenders	Access Point Monitors	Floor Monitors	Ticket Sellers	Licensed Security
Up to 150	1	Monitor at each access point	1	0	0
151-300	2	Monitor at each access point	2	1	1
301-450	2	Monitor at each access point	3	2	1
451-600	3	Monitor at each access point	4	2	2
601-750	3	Monitor at each access point	5	3	3
751-900	4	Monitor at each access point	6	3	3
901-1000	5	Monitor at each access point	7	4	4

For every additional 150 guests over 1,000, an additional bartender and floor monitor are required. For every 300 guests over 1,000 an additional ticket seller is also required.

Attendees are based on the total number of people attending a licensed area. Where an event has a licensed and non-licensed area, the attendees are based on the total number of people in the licensed area.

Rationale: In order to provide a safe environment and control behaviour, Event Organizers must supervise entrances and exists of their rented space. By controlling entry, underage, intoxicated, rowdy or unauthorized people can be prevented from entering an event. This will reduce the likelihood of problem occurring.

11.0 Controls During the Event

All controls and service must comply with the provisions of the Liquor Licence and Control Act (Ontario) and its regulations.

1. All entrance and exits to the event must be monitored by at least one responsible person meeting the legal drinking age requirement.
2. Only identification bearing a photograph, and issued by the Province of Ontario, the Government of Canada or photographic identification issued by another Province, State or Country shall be accepted as a bona-fide proof of age.
3. The holder of the Special Occasion Permit and the person renting the facility are responsible to ensure that the event is properly supervised and will provide enough staff to fulfill this obligation.
4. In the event of a masquerade party taking place in any premise owned by the Township of East Zorra-Tavistock the permit holder is responsible to check ALL patrons I.D. to ensure they are of appropriate age. Any person under the legal drinking age will not be allowed into a masquerade event.
5. The type of identification to be worn by event workers must be stated in the "Checklist For Renters" form. See Appendix "A".
6. All entertainment within the facility shall cease at 1:00a.m.
7. All signs of consumption and service of alcohol including empty glasses shall be removed from sight in a prompt and orderly fashion, but no later than 45 minutes after the permit ends.
8. To assist municipal staff and ensure that no incidents occur within the premises, the facility must be vacated by 2:00a.m. Event attendees must vacate the premises by 1:30 a.m., and event organizers must be gone by 2:00a.m. A \$50.00 surcharge will be charged to the event organizer every hour that the facility is not vacated.
9. Failure to comply with the above requirements may result in disqualification of the renter, permittee, or related organization from future rental of any municipal facility and, where appropriate, police authorities may be contacted and appropriate charges laid.

Rationale: To ensure the safety of all persons and to promote orderly conduct during events.

11.1 Advertising Alcohol at Events

Facility renters must comply with all regulations and terms and conditions applicable to Special Occasion Permits, including but not limited to the prohibition against advertising of liquor or the availability of liquor except with the approval of the Registrar of Alcohol and Gaming Commission. This includes, but not limited to, advertising on banners, cups, coasters, etc.

Rationale: Alcohol advertising is designed to encourage and promote the consumption of alcohol. It is illegal for people under the age of 19 to consume these products. It is also the desire of the Township of East Zorra-Tavistock to provide a positive example to underage patrons.

11.2 Games of Chance

Games of chance or mixed chance and skill (raffles, 50/50 draws, etc) are not permitted

unless the proper licence has been obtained from the province or municipality. Licences are only issued to eligible organizations with charitable, non-profit, or religious purposes.

12.0 Storage of Alcohol in Municipal Facilities

Storage of alcohol in Township facilities is not permitted at any time outside of the hours stated on the permit. This includes early delivery of alcohol for an event. Facility users must hold a multiple day Special Occasion Permit and keep alcohol secured.

12.1 Multiple Day Events

Facility users may apply for a Special Occasion Permit identifying multiple events if:

- a. Each event is one in a series of events
- b. The application for the permit is for all of the events (dates)
- c. The nature, purpose, location and target audience of each of the events (dates) are the same (e.g. service club monthly meeting); and
- d. As a result of doing so, the permit holder is not operating an ongoing business, or does not appear to be doing so.

Alcohol may be stored between event days under certain circumstances. Police and AGCO Inspectors must have full, authorized access to the location.

Rationale: To protect the Township and user from liability, and prevent unauthorized alcohol consumption.

13.0 Insurance

The event organizer must submit an original Certificate of Insurance to the Township representative at least fourteen (14) days prior to the event.

The certificate of Liability Insurance shall include proof of a minimum of five million dollars in Commercial General Liability Insurance.

The Certificate of Insurance must be in effect for the date(s) where municipal premises are being used or occupied by the event organizer including, without limitation, the time period for set-up and take-down. Failure to provide the proof of insurance will void the rental.

The Certificate of Liability insurance provided to the municipal representative must include the following:

- a. Policy number
- b. Company name and broker contact information
- c. Expiry date
- d. Coverage type and amount of Insurance coverage
- e. The Corporation of the Township of East Zorra-Tavistock shown as an additional insured to the Policy
- f. Coverage for bodily injury and property damage liability
- g. A Liquor Liability endorsement

- h. Tenants Liability endorsement
- i. Products and Completed Operations Liability
- j. Personal Injury Liability
- k. Advertiser's Liability
- l. Cross Liability and Severability of Interest Provision
- m. 30 Day Notice of Cancellation Provision

The Sponsor shall indemnify and save harmless the Corporation of the Township of East Zorra-Tavistock from any and all claims, in connection with the holding of an event involving the serving of alcohol at Township properties. Such claims include but are not limited to demands, causes of action, losses, costs or damages that the Township of East Zorra-Tavistock would otherwise suffer, incur or be liable for, resulting from the Sponsors', event workers', and agents' performance, actions, negligent acts or omissions.

Rationale:

1. Special Occasion Permit holders, hall owners, club executives and volunteers could all be named in a law suit.
2. Municipalities can be held jointly liable and could end up paying the predominant share of an award to a plaintiff should the sponsor be uninsured.

14.0 Policy Monitoring and Provisions

The Municipal Alcohol Policy will be reviewed yearly from the date initially approved by Council. After reviewing the Policy each year, the Parks and Recreation Department, if necessary will provide recommended changes to Council.

Rationale:

1. Policy to be monitored and reviewed on a yearly basis which will ensure that the policy remains up to date and effective.
2. This will ensure that the public will remain involved in the process of review and revamping of the existing policy.

15.0 Consequences for Failure to Comply

1. If the Municipal Alcohol Policy is violated, or any law is broken, there will be consequences for the permit holder, up to and including withdrawal of privileges to hold future events at municipal facilities or properties. Municipal staff may at their discretion close down the event immediately and/or refuse to issue future facility permits to the event organizers.
2. A violation occurs when the Special Occasion Permit holder fails to comply with the conditions of the Liquor Licence and Control Act and its regulations, or the Municipal Alcohol Policy and Procedure
3. Intervention can be initiated by the Township of East Zorra-Tavistock staff designate, event staff, a member of the Ontario Provincial Police, or AGCO Inspector.
4. As a member of the organizing group, the permit holder is encouraged to intervene by informing the offending individuals of the policy violation and ask

that it stop.

5. Contravention of the Municipal Alcohol Policy and Procedures may result in prohibition of future use of Municipal property.
6. Should a violation of the policy or procedure occur, municipal staff will follow the procedures as listed below:
 - a. First Minor Offence: The Manager of Public Works or designate will advise the event sponsor in writing of the violation and that no further violation shall be tolerated and that charges/costs may be incurred (i.e. loss of security deposit)
 - b. First Serious Offence: Rental privileges shall be revoked immediately for any serious altercations (i.e. serving without a proper license, loss of control, total neglect of the facility, etc.) An investigation will also take place to gather all information.
 - c. Second Offence: Should the Special Occasion Permit holder violate the policy a second time, the organizers and/or organization will be suspended for a minimum of one year at the discretion of the Township. The Special Occasion Permit holder will be advised in writing of the suspension.
7. It is the responsibility of the Special Occasion Permit holder to ensure the proper management of an event. Permit holder must be present for duration of any event. If a designate must be assigned, the permit must be signed by the designate and municipal staff on duty must be notified of the change.
8. Facility staff will report any infraction of this policy to their supervisor whenever they believe such action is required.
9. Should a situation arise where an event may have to be shut down, the Recreation Department or designate will evaluate the situation on behalf of the Township of East Zorra-Tavistock in consultation with the Special Occasion Permit Holder. Police will be called by staff if a situation deems necessary to do so.
10. Any infraction of the Municipal Alcohol Policy will be reviewed by the Recreation Department. A registered letter describing the problem will be sent by the Recreation Department to the sponsor. The Department may refuse future rental privileges to the sponsor.
11. Where adults and/or youth engages in disruptive behavior as a result of consumption of alcohol at social events, authorities may be called and/or the following procedure will be followed:
 - a. First Infraction: A verbal warning will be given to the individual(s) by staff in charge or head of the function. Individual(s) may be banned at the discretion of Township staff. If individual(s) do not adhere to this warning the Authorities will be called. A registered letter will be sent to the individual(s) by the Township.
 - b. Second Infraction: Individual(s) will be banned from attending all functions held in any Township facility for a period of 3 months, or indefinitely, at the discretion of Township staff. A registered letter will be sent by the Township.
 - c. A registered letter will be sent by the Township notifying the individual(s)

that they are banned indefinitely from the facility. The individual(s) must appeal to the Township for written reinstatement.

12. Where an infraction of this policy has occurred, the Township of East Zorra-Tavistock may require the sponsor to supply municipally approved, additional security at their next function.

15.1 Consequences Alcohol Consumption in Arena Dressing Rooms

The following steps will be taken if any person or groups are found in the possession, or consumption of alcoholic beverages in the above noted areas.

1. First Infraction: The facility attendant will ask the person or group to remove the alcohol from the premises and advise them that a letter will be sent to their organization to inform them of this violation.
2. Second Infraction: A second violation within the same ice season will result in immediate cancellation of their ice time for the remainder of the season. The group will have an opportunity to appeal their case to the Township.

15.2 Consequences for Unauthorized Storage of Alcohol in Township Facilities

The following steps will be taken if any person or groups are found storing alcoholic beverages in the Township facilities.

1. First Infraction: The facility attendant will ask the person or group to remove the alcohol from the premises and advise them that a letter will be sent to their organization to inform them of this violation.
2. Second Infraction: A second violation will result in permission to use the facilities being revoked, and future bookings cancelled. The group will have an opportunity to appeal their case to the Township.

Appendix 'A'

Township of East Zorra-Tavistock
Municipal Alcohol Policy

Special Occasion Permit Holder Agreement

1. have received and reviewed a copy of the Township of East Zorra-Tavistock's "Municipal Alcohol Policy and Procedure" (attached).
2. I understand that I must adhere to the conditions of the Municipal Alcohol Policy and Procedure, and the Liquor Licence Act of Ontario and its Regulations.
3. I understand that if I or other individuals at the event fail to adhere to the Township of East Zorra-Tavistock's "Municipal Alcohol Policy and Procedures", Township staff will take the appropriate action. This action may include eviction, revoking of the Special Occasion Permit and the notification of Police or Alcohol Gaming Commission of Ontario Authorities.
4. I understand that I can be held liable for injuries and damages arising from failure to adhere to the Liquor Licence Act of Ontario.
5. I understand that the Ontario Provincial Police may lay charges for infractions of the Liquor Licence Act and its regulations.

Date of Event _____

Event Location _____

Name _____

Signature _____

Date _____

Staff Signature _____

Appendix 'B'

Township of East Zorra-Tavistock
Municipal Alcohol Policy

"Checklist for Renters"

Date of Event(s):

Total number of attendees:

1. Will persons under 19 years of age be attending this event? (please circle)
 - a. Yes
 - b. No

2. How will persons under 19 years of age be identified (stamps, arm band, etc)?

3. Name of person and/or group sponsoring this event?

4. Type of identification to be worn for event workers:

5. Has proof of Special Occasion Permit been provided? (please circle)
 - a. Yes
 - b. No

6. Has proof of Insurance been provided? (please circle)
 - a. Yes
 - b. No

7. The safe transportation strategy(s) that will be used at this function are (please check appropriate strategy(s):
 - a. Designated Driver Program
 - b. Driven Home by Friend, Relative, Taxi Service
 - c. Inform Patrons of Taxi Service
 - d. Other, please explain:

12. Will sufficient food be available? (please circle)

- a. Yes
- b. No

13. In the case of a private Special Event Permit, a copy of the guest list will be provided two weeks before the event.

I have reviewed the Municipal Alcohol Policy with a Township representative, and I understand all the policy regulations.

Signature of Special
Occasion Permit Holder

Signature of
Township Representative

Date

Date

STAFF REPORT

Report #PW2023-11

To: His Worship the Mayor and Members of Council

From: Tom Lightfoot, Public Works Manager

Re: Dust Suppressant Trial Results

Date: October 25, 2023

Background:

The Township historically applies approximately 1,300,000 litres of dust suppressant to the gravel roads each year, during the month of May. The purpose of the dust suppressant is to bind the road base together to lessen the dust created from traffic. The product works through the chlorides in the product attracting moisture from the air to create the binding process during dry periods. Weather has a significant effect on the lifespan of the treatment, as prolonged dry spells and a high amount of rain events will shorten the effectiveness of the dust suppressant.

The product that the Township typically uses is called Dust Master 20 (commonly referred to as a brine solution) is applied at a rate of five flake tonne of suppressant per mile for roads that did not receive fresh gravel, and six flake tonne of suppressant per mile for roads that received fresh gravel. Through the 2023 budget process, Council authorized staff to complete some testing of different application processes. As well, a trial utilizing a different product known as Dust Master 35 (commonly referred to as calcium) was also included in the testing process. Further, Council authorized increasing the application rate to 6 flake tonne per mile for the **roads that didn't receive fresh gravel**.

Discussion:

As noted above, several application methods and suppressant types were used during the application process in 2023. As the application process started, significant rain was experienced during the first couple of days, which was then followed by a period of approximately five weeks without rain. Staff monitored the test areas throughout the spring and summer seasons for effectiveness of the dust suppressant in all areas. A summary of our findings is as follows.

- 9th/10th Lines north of Maplewood Sideroad to the Perth-Oxford Line

This application was completed during high moisture and heavy rain as suggested by the supplier. Shortly after application, the road firmed up like a hard surface road. The road stayed in good shape throughout the season. Staff would not hold back due to rain in the future for dust suppressant applications.

- 9th Line between Oxford Road 8, to one mile south of Oxford Road 8

Partial application was applied to the road, then the road was graded, and the remainder of the application was applied. This road held up well, but no noticeable differences were observed as compared with the standard application.

- 10th Line between Oxford Road 8 and Braemar Sideroad

This section of road received fresh gravel, with six flake tonne per mile of product then applied. The road was sprayed with the usual technique of two passes overlapping at the crown of the road. Then, Public Works used a smooth drum construction roller to pack the road after application. Staff did not see any significant differences between the construction roller and the rollers that are typically used on the back of our graders.

- 13th Line between Oxford Road 33 and Braemar Sideroad

This section received the usual application rate of nine flake tonne per mile. The difference this year was that the application over three applications instead of the normal two. This section held up the best out the 13th Line trial. However, staff feels as though the same results were observed as compared with past years that had the two applications.

- 13th Line between Braemar Sideroad and Oxford Road 8

This section received six flake tonne per mile of Dustmaster 20, and three flake tonne of Dustmaster 35. This section held up well, but did not last as long as the south section of the 13th Line. Additionally, the Dustmaster 35 has a higher cost per litre.

➤ 13th Line between Oxford Road 8 and Cassel Sideroad

This section received six flake tonne per mile of Dustmaster 35. This product has 35% chloride solution compared to our usual with a 20% chloride solution. The cost per litre for Dustmaster 35 was \$0.315, Dustmaster 20 had a cost of \$0.109 per litre. This section of road set up well at the beginning, but did not last as long as the other 13th Line trial sections.

➤ 13th Line between Cassel Sideroad and Maplewood Sideroad

This section received six flake tonne per mile of Dustmaster 20. This is the usual product application rate that would have normally been applied to fresh gravel in the past. However, this section of the 13th Line has been receiving nine flake tonne per mile over the last eight years, which is the same as the rest of the 13th Line. This section held up well, but it was observed that it started to dust sooner than the south side of Oxford Road 8. Staff feel it did outperform the Dustmaster 35 section.

➤ Additional product to road sections that did not receive fresh gravel application.

Staff feel that switching from five flake tonne to six flake tonne per mile did make a difference this year, and would suggest continuing this practice in the future.

Pending 2024 budget approval, staff would like to include one further test. For this test, staff would suggest reworking and applying a second treatment on 13th Line, at the end of July. If this application shows positive results, Council could consider this application type for higher volume gravel roads in the future. Staff would monitor and report back to Council on the test results in the fall of 2024.

Staff continues to investigate options for dust control on our gravel roads. There are many products on the market, but we only accept MTO approved products. It is important to keep in mind that weather and traffic volumes are significant factors in the performance of any product put down for dust suppressant. As previously noted, the purpose of our dust control program is to keep dust down from vehicular traffic and to bind the driving surface of the road. We refrain from late summer or fall applications as the products are chlorides (salt based) that could affect the road surface freezing up in

the winter. Also, in the fall, we do see more rain and need to repair the potholes in our gravel roads more frequently, and grading of the roads is required to get them back in shape after the summer so they are ready for the winter season. It should be noted that grading of the roads causes the product to be lost from being worked in and opening it up to the environment. Given the above, late season application of dust suppressant is not recommended.

The Township's current tender for dust suppressant expires after the 2024 application. This tender is a joint tender issued on behalf of the Oxford County Service Sharing Committee. The price per liter for 2024 of the Dustmaster 20 is \$0.119.

Recommendation:

1. None. For Council information only.

Reviewed by C.A.O.:



Karen DePrest
Chief Administrative Officer

Report prepared and submitted by:



Tom Lightfoot
Public Works Manager

**THE CORPORATION OF THE
TOWNSHIP OF EAST ZORRA-TAVISTOCK
COUNTY OF OXFORD
BY-LAW # 2023 - 32**

Being a by-law to confirm all actions and proceedings of the Council.

NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK ENACTS AS FOLLOWS:

All actions and proceedings of the Council taken at its meeting held on the 1st day of November, 2023 except those taken by By-law and those required by law to be done by resolution are hereby sanctioned, ratified and confirmed as though set out herein provided, however, that any member of this Council who has dissented from any action or proceeding or has abstained from discussion and voting thereon shall be deemed to have dissented or abstained, as the case may be, in respect of this By-law as it applies to such action or proceeding.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 1st DAY OF NOVEMBER, 2023.

Phil Schaefer, Mayor

seal

Will Jaques, Clerk