

SPECIAL MEETING

NOTICE TO CLOCA BOARD OF DIRECTORS

Please find enclosed the **agenda** and supporting documents for the **CLOCA Board of Directors Meeting** on **Monday, November 25, 2024, at 5:00 p.m.** This meeting will be a **Virtual meeting**. Members can join virtual through TEAMS.

The list below outlines upcoming meetings and events for your information.

UPCOMING MEETINGS & EVENTS

DATE	TIME	EVENT	LOCATION
Monday, November 25/24	5:00 p.m.	Special CLOCA Board of Directors Meeting	Virtual Meeting
Saturday, November 30/24	8:00 a.m. to 1:00 p.m.	Bird Count for Kids	Enniskillen Conservation Area 7274 Holt Rd, Clarington
Tuesday, December 17/24 (Tentative)	5:00 p.m.	CLOCA Board of Directors Meeting	Hybrid Meeting
Tuesday, January 21/25	5:00 p.m.	CLOCA Board of Directors AGM	In-person Meeting

LATEST NEWS

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“Healthy Watersheds for Today and Tomorrow”

CENTRAL LAKE ONTARIO CONSERVATION AUTHORITY

A G E N D A

AUTHORITY SPECIAL MEETING

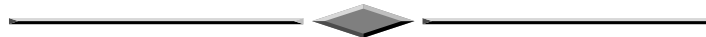
Monday, November 25, 2024 - 5:00 P.M.

VIRTUAL MEETING LOCATION: VIRTUAL THROUGH TEAMS (ACCESS DETAILS TO BE PROVIDED)

CIRCULATION LIST

Authority	Elizabeth Roy, Chair	Authority	C. Darling, Chief Administrative Officer
Members:	Bob Chapman, Vice Chair	Staff:	B. Boardman, Executive/Accounting Administrator/Recording Secretary
	Marilyn Crawford		E. Cameron, Infrastructure Planning/Enforcement Officer
	Sami Elhajjeh		R. Catulli, Director, Corporate Services
	Bruce Garrod		J. Davidson, Director, Watershed Planning & Natural Heritage
	Ron Hooper		L. Hastings, Communications Specialist
	Rick Kerr		D. Hope, Conservation Lands & Education Manager
	Chris Leahy		C. Jones, Director, Planning & Regulation
	Tito-Dante Marimpietri		P. Sisson, Director, Engineering, Field Operations & Education
	Ian McDougall		L. Vaja, Executive Assistant/Health & Safety Administrator
	Rhonda Mulcahy		R. Wilmot, Information Management & Technology Manager
	John Neal		
	David Pickles		
	Maleeha Shahid		
	Corinna Traill		

Others:



AGENDA ITEM:

SUPPORTING DOCUMENTS

1. CHAIR'S WELCOME

We acknowledge that our watershed is located on the Lands of the Great Mississauga Nations who are signatories to the Williams Treaties. These communities include the Mississaugas of Scugog Island, First Nations of Alderville, Beausoleil, Curve Lake, Hiawatha, Chippewas of Georgina Island and Rama. We believe it is important that we learn, and work to reconcile the impact we, and those before us, have had on the original inhabitants. On behalf of CLOCA, we want to thank them for sharing this land and all its resources. At CLOCA, our goal is to respectfully share in the responsibility of the stewardship and protection of these ancestral lands and waters and continue towards truth and reconciliation as we move forward as friends and allies with all First Nations, Inuit, and Metis people.

2. DECLARATIONS of interest by members on any matters herein contained.

3. ADOPTION OF MINUTES – None

4. CORRESPONDENCE – None

5. DIRECTOR, PLANNING & REGULATION

(1) Staff Report #5910-24

Re: Proposed Prosecution Services Agreement with the Region of Durham

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Cont'd

6. **DIRECTOR, WATERSHED PLANNING & NATURAL HERITAGE** – *None*
7. **DIRECTOR, ENGINEERING, FIELD OPERATIONS & EDUCATION** – *None*
8. **DIRECTOR, CORPORATE SERVICES**
 - (1) Staff Report #5911-24
Re: 2025 Budget
9. **CHIEF ADMINISTRATIVE OFFICER** – *None*
10. **CONFIDENTIAL MATTERS** – *None*
11. **NEW AND UNFINISHED BUSINESS**
12. **ADJOURNMENT**

A G E N D A
SUPPORTING DOCUMENTS

MEETING OF: Authority
DATE: Monday, November 25, 2024
TIME: 5:00 p.m.
LOCATION: Virtual (TEAMS)

REPORT

CENTRAL LAKE ONTARIO CONSERVATION AUTHORITY

DATE: November 25, 2024
FILE: RVOG238
S.R.: 5910-24
TO: Chair and Members, CLOCA Board of Directors
FROM: Chris Jones, Director, Planning and Regulation
SUBJECT: **Proposed Prosecution Services Agreement with the Region of Durham**

APPROVED BY C.A.O. 

Purpose

The purpose of this report is to introduce and recommend for Board of Directors endorsement a proposed *Prosecution Services Agreement* with The Regional Municipality of Durham.

Background: Enforcement and Offences Responsibilities Under the Conservation Authorities Act

Section 8 of *Ontario Regulation 686/21: Mandatory Programs and Services [of Conservation Authorities]* provides that: “An authority shall provide programs and services to ensure that the authority satisfies its duties, functions and responsibilities to administer and enforce the provisions of Parts VI and VII of the Act and any regulations made under those parts.” (emphasis added)

Part VI of the *Conservation Authorities Act* relates to the regulation of development activities in areas related to flooding and erosion hazards and protection of watercourses and wetlands. Part VII relates to enforcement and offences powers including the appointment of officers, warrants, searches, stop orders, offences and rehabilitation orders. Regarding offences, if a person undertakes development activities or interferes with a wetland or watercourse without a permit, for example, they are guilty of an offence. Upon conviction, a person is liable to a fine of not more than \$50,000 or a term of imprisonment of not more than three months, or to both and to an additional fine of not more than \$10,000 for each day or part of a day on which the offence occurs or continues. In the case of a corporation fines may be as large as \$1,000,000 and up to \$200,000 for each day or part of a day on which the offence occurs or continues.

Ensuring that the *Conservation Authorities Act* is properly administered and enforced, as required by law, is a significant responsibility that CLOCA holds. Enforcement functions, beyond costs associated with investigations, includes expenses associated with retaining and commissioning professional legal services, including those related to undertaking prosecutions on behalf of CLOCA, where individuals and/or corporations have violated the Act and are not willing or able to resolve matters outside of court.

Traditionally, CLOCA has retained private law firms to undertake prosecutions. In an effort to contain costs for legal services and to expand the availability of professional prosecutors available to CLOCA with conservation experience, staff reached out to the Region of Durham prosecution services staff, who have been very accommodating and willing to add CLOCA to their portfolio.

Proposed Prosecution Services Agreement

Region of Durham prosecutions services staff and CLOCA staff have collaborated to prepare a draft *Prosecution Services Agreement*, which is included in this Report as Attachment No. 1. The agreement provides for: the provision of Durham Region prosecution services to CLOCA; fees and fee payments including a service fee cap of \$180,000 per calendar year; a term extending to December 2028; confidentiality requirements; indemnification of the parties; dispute resolution and notice.

Cont'd

Benefits of the agreement to CLOCA include lower rates for legal services as Durham Region prosecution service is provided as a public service on a not-for-profit basis. A further significant fiscal benefit to CLOCA is a maximum fee for services per calendar year. Further, CLOCA will be able to utilize the significant legal expertise and administrative capacity of the Regional prosecution services including their experience bringing matters to trial before the Provincial Offences Court.

Finally, there is an opportunity, through the agreement, to mutually strengthen public services to the community provided by CLOCA and the Region. CLOCA staff will have opportunities to train and equip Regional prosecution service staff on our technical roles and responsibilities in public safety and environmental protection whereas Regional staff have committed to provide training to CLOCA staff on matters related to investigations such as collection of evidence, legal document and trial preparation.

RECOMMENDATION:

THAT the Chief Administrative Officer and Director of Corporate Services be authorized to execute a finalized Prosecution Services Agreement subject to any further technical and minor modifications that may be required.

Attachment 1 – Draft Prosecution Services Agreement

Prosecution Services Agreement

This prosecution services agreement is between **The Regional Municipality of Durham**, an Ontario municipality (the “**Region**”) and the **Central Lake Ontario Conservation Authority**, a conservation authority (“**CLOCA**”).

CLOCA wants to retain the Region to prosecute offences under a conservation authority’s jurisdiction under the *Conservation Authorities Act*, R.S.O. 1990, c. C.27 according to the *Provincial Offences Act*, R.S.O. 1990, c. P.33.

The parties therefore agree as follows:

1 Services

- (a) To receive Services, CLOCA must submit service requests by the Region’s secure file transfer system. The Region shall make the Services available to CLOCA promptly in accordance with this agreement and the Region’s procedures then in effect.
- (b) CLOCA acknowledges that a direction to appeal a trial decision is a separate request and that it must submit this service request no later than 15 days after the trial ends.
- (c) The Region’s provision of Services according to this agreement does not include provision of services to related persons or entities and that no fiduciary relationship exists between the Region and any of CLOCA’s related entities.
- (d) The Region will not be required to carry out any of CLOCA’s other duties or authorities under the *Conservation Authorities Act*, R.S.O. 1990, c. 27. CLOCA acknowledges that the Region will be in the business of providing prosecution services at CLOCA’s direction, but that all legislated enforcement duties are CLOCA’s alone.
- (e) The Region will not be required to provide Services where providing the Services would, in its Representative’s opinion and without the Representative having to explain further,
 - (1) require more than reasonable efforts,
 - (2) lead to or constitute a conflict of interest,
 - (3) prevent the Region or its Representatives from meeting any other duties, or
 - (4) require more time than the Region’s Representatives can reasonably commit.
- (f) The Region shall perform the Services competently.
- (g) CLOCA is not prohibited from purchasing Services from anyone else and the Region is not prohibited from providing Services or like services to other entities.
- (h) In this agreement, the following definition applies:

“**Services**” means the legal services, for the prosecutions of offences under CLOCA’s jurisdiction and includes work to:

- (1) represent CLOCA in judicial proceedings in the Ontario Court of Justice related to those offences from pre-trial to appeal;
- (2) make prompt and comprehensive responses to all substantive and procedural requirements in those proceedings;
- (3) research, draft and make oral and written arguments in those proceedings;
- (4) negotiate with defence counsel, agents and self-represented persons to both manage prosecutions and discuss plea resolutions;
- (5) engage agents, counsel, experts or services as the Region may deem reasonably necessary to provide prosecution services to CLOCA; and
- (6) administer and organize files.
- (7) As a value-added service, RMD shall also provide training for provincial offences officers at no additional cost on relevant topics including collection of evidence, legal document preparation, and trial preparation.

2 Fees and Payment

- (a) Fees for certain Services are fixed on **schedule A**. The fee for any Service not fixed on schedule A is an amount equal to (1) the applicable hourly rate below multiplied by the number of hours spent, plus (2) any disbursements and (3) any taxes. The hourly rates are:

Prosecutor:	\$140
Solicitor:	\$200
Senior Solicitor:	\$275

- (b) The Region may invoice CLOCA quarterly through its usual systems. To be valid, that invoice must detail the Services, their fees and any disbursements and taxes. CLOCA shall pay that invoice no later than 60 days after it receives that invoice, unless that invoice specifies otherwise.
- (c) All fees will bear simple interest at 0.5 per cent a month (6 per cent a year). Interest will be calculated from and including the day after the day the fee is due until the fee is fully paid. Interest will be calculated on any outstanding principal amount only and interest charges will not be added to the outstanding principal amount to calculate interest. Any amount CLOCA pays will be applied first to outstanding interest charges. Any balance will then be applied to the outstanding principal amount.
- (d) In each calendar year, the cap of all fees (which does not include disbursements, taxes and interest charges on overdue accounts) will not exceed \$180,000, and after this cap applies, on each and subsequent invoice the Region shall credit CLOCA for all fees that would be payable but for the cap.

3 Term

- (a) Subject to subsection 3 (b) and (c), this agreement terminates at noon on 31 December 2028.
- (b) If either party notifies the other party that it wishes to terminate this agreement in accordance with this subsection 3 (b), this agreement will terminate at midnight at the end of the 60th day after the day the other party receives that notice.
- (c) If either party notifies the other party that it wishes to terminate this agreement in accordance with subsection 3 (b), all fees, disbursements and taxes accrued by the Region remain payable according to section 2 (Fees and Payment).
- (d) The Region undertakes to render its Prosecution Services on a practical, professional, cost-effective basis and to a high-quality standard. The Region shall comply with the Law Society of Ontario's Rules of Professional Conduct and applicable legislation, case law and regulations.
- (e) The Region shall consult with CLOCA with respect to major decisions or choices, pertaining to significant alternatives or financial impacts, but the Region shall generally be expected to process CLOCA's prosecution services in accordance with efficient standardized procedures.

4 CLOCA and the Region agree that the Region will retain prosecutorial discretion in compliance with common law but that the Region will have regard to the input of CLOCA whether to pursue or discontinue prosecution of a matter. Where there is a disagreement between the prosecutor and CLOCA about whether to pursue or discontinue the prosecution of a matter, CLOCA shall remove that prosecution from the retainer and shall undertake the prosecution independently. Confidentiality

- (a) The parties acknowledge that use or disclosure of Confidential Information except as contemplated in this agreement might cause substantial harm to their respective economic and other interests under their respective freedom of information and privacy statutes.
- (b) During the term of this agreement and for 3 years thereafter, the parties shall not, and shall cause each of its Representatives not to, use or disclose any Confidential Information related to the Services to a nonparty without the consent of the other party, except as contemplated in this agreement.
- (c) If a Representative of the receiving party discloses or uses Confidential Information other than as authorized in this agreement, the receiving party will be liable to the disclosing party for that disclosure or use to the same extent that the receiving party would have been had the receiving party disclosed or used that Confidential Information.
- (d) The parties acknowledge that this agreement will require (1) each to disclose Confidential Information to the other and to their respective Representatives and (2) each party to retain Confidential Information according to its respective records retention policies then in effect.
- (e) The parties are not prohibited from disclosing to anyone (1) that this agreement exists or (2) the Region's provision of Services to CLOCA.
- (f) If either party is required by a Proceeding to disclose the terms of this agreement or any Confidential Information related to the Services, the party shall promptly notify the other party and shall take all reasonable steps necessary to disclose only that that it is required to disclose to comply.
- (g) To verify the basis of costs, each party and its authorized Representatives may access, copy and retain the other party's accounting records related to this agreement, except for any Representative's salary information (which only the other party's external auditors may access, copy and retain).

- (h) Each party shall apply the ‘principle of least privilege’ in granting access to the other party’s Confidential Information, so a Representative or a process has access only to such information as is required to provide the Services or perform another legitimate business function.
- (i) In this agreement, the following definition applies:

“**Confidential Information**” includes, as to an entity (1) any financial, commercial or technical information in its custody or under its control and (2) information whose disclosure could reasonably be expected to prejudice the entity’s negotiations, competitive position or economic interests, (whether disclosed before or after the date of this agreement), but does not include information (1) publicly available, (2) becomes publicly available other than because of disclosure by the disclosing party or (3) that was subsequently lawfully disclosed to the receiving party by a nonparty, on condition that that nonparty was not under a duty to keep that information confidential.

5 Indemnification

- (a) With respect to any Proceeding brought by someone other than CLOCA or someone other than one or more Indemnitees against one or more Indemnitees and that arises out of this agreement or the Region’s providing the Services (each, a “**Nonparty Claim**”), CLOCA shall indemnify those Indemnitees against all Indemnifiable Losses arising out of that Proceeding, except to the extent that because of the Indemnitee’s reckless disregard for that act’s consequences, its failure to act, or its intentionally causing those consequences, the Indemnitee causes the nonparty to suffer those Indemnifiable Losses.
- (b) To be entitled to indemnification under subsection 5 (a), an Indemnitee subject to any Nonparty Claim must promptly (and no later than 30 days after the Indemnitee first knew of that Nonparty Claim) notify CLOCA of that Nonparty Claim and deliver to CLOCA a copy of all the Nonparty Claim’s legal pleadings. If the Indemnitee fails to notify CLOCA of a Nonparty Claim in time, CLOCA will be relieved of its indemnification obligations regarding that Nonparty Claim to the extent that CLOCA was prejudiced by that failure and CLOCA will not be required to reimburse the Indemnitee for any Litigation Expenses the Indemnitee incurred for the period in which the Indemnitee failed to notify CLOCA.
- (c) If CLOCA does not respond within ten days to a notice submitted by an Indemnitee under subsection 5 (b), CLOCA will be deemed not to dispute the Nonparty Claim referred to in that notice.
- (d) To assume the defence of a Nonparty Claim, CLOCA must notify the Indemnitee that it is doing so. Promptly thereafter, CLOCA shall retain to represent it in the Nonparty Claim independent legal counsel that is reasonably acceptable to the Indemnitee.
- (e) An Indemnitee may participate in the defence of a Nonparty Claim. An Indemnitee may defend a Nonparty Claim with counsel of its own choosing and without CLOCA participating if (1) CLOCA notifies the Indemnitee that it does not wish to defend the Nonparty Claim, (2) by midnight at the end of the tenth day after the Indemnitee notifies CLOCA of the Nonparty Claim CLOCA fails to notify the Indemnitee that it wishes to defend the Nonparty Claim, or (3) representation of CLOCA and the Indemnitee by the same counsel would, in that counsel’s opinion, constitute a conflict of interest.
- (f) CLOCA shall pay any Litigation Expenses that an Indemnitee incurs because of defence of the Nonparty Claim before CLOCA assumes the defence of that Nonparty Claim, except for any period during which the Indemnitee fails to timely notify CLOCA of that Nonparty Claim. CLOCA will not be liable for any Litigation Expenses that an Indemnitee incurs because of defence of a Nonparty Claim after CLOCA assumes the defence of that Nonparty Claim, other than Litigation Expenses that the Indemnitee incurs in employing counsel in accordance with subsection 5 (e), which Litigation Expenses CLOCA shall pay promptly as they are incurred.
- (g) After CLOCA assumes the defence of a Nonparty Claim, CLOCA may contest, pay, or settle the Nonparty Claim without the Indemnitee’s consent only if that settlement (1) does not entail any admission on the Indemnitee’s part that it violated any law or infringed any person’s rights, (2) has no effect on any other claim against the Indemnitee, (3) provides as the claimant’s sole relief monetary damages that CLOCA pay in full, and (4) requires that the claimant release the Indemnitee from all liability alleged in the Nonparty Claim.
- (h) In this agreement, the following definitions apply:

“**Indemnifiable Losses**” means the aggregate of Losses and Litigation Expenses.

“**Indemnitee**” means the Region, each Representative and the heirs, executors, successors and assignees of any of the foregoing and includes the Region and its officers, employees and elected officials.

“**Litigation Expense**” means any reasonable out-of-pocket expense incurred in defending a Proceeding or any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees and professionals’ fees and disbursements.

“**Loss**” means any amount awarded in, or paid in settlement of, any Proceeding including any interest but excluding any Litigation Expenses.

“**Proceeding**” means any judicial, administrative, or arbitration claim, investigation or proceeding.

“**Representative**” means, as to an entity, any of that entity’s elected officials, directors, officers, employees, agents, consultants, advisers, and other representatives.

6 Dispute Resolution

- (a) If a party in good faith alleges that the other party has breached this agreement, that party will notify promptly the other party of the substance of its allegation. The party receiving that notice must respond no later than 10 days after it receives that notice. That response must include evidence that the party has cured or is in the process of curing the breach alleged or explain its belief that its performance is according to this agreement’s provisions. That response must include three dates for a dispute resolution meeting and the claiming party will choose a date for that meeting. If the parties cannot resolve their dispute by good-faith negotiations, they may resolve their dispute by Proceedings in the Superior Court of Justice in Oshawa.
- (b) To the extent permitted by law, each party hereby waives its right to a trial by jury. The parties intend that their Representatives will waive any right to a trial by jury in a Proceeding arising out of this agreement.
- (c) The parties intend that any dispute resolution negotiations will continue to the extent possible and in good faith despite a claiming party’s initiating a Proceeding.
- (d) Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen at the time of breach.
- (e) The parties acknowledge that if a dispute between the parties arises out of this agreement or the subject matter of this agreement, they would want the court to interpret this agreement as follows:
 - (1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
 - (2) if an unenforceable provision is modified or disregarded in accordance with this section 6, by holding that the rest of the agreement will remain in effect as written;
 - (3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
 - (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

7 Notices

- (a) A notice or other communication under this agreement will be effective if it is in writing and received by the other party to which it is addressed. It will be deemed to have been received as follows:
 - (1) if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system;
 - (2) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it;
 - (3) if it is delivered by email, when the intended recipient acknowledges by notice in accordance with this section 7 (but without need for further acknowledgement) having received that message, except that a read receipt or an automatic reply will not constitute acknowledgement of a messages for the purposes of this section 7; and
 - (4) if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal or inability to deliver.
- (b) For a notice under this agreement to be valid, it must be addressed using the information below for that party or any other notice stated by that party in a notice in accordance with this section 7.

To CLOCA: 100 Whiting Avenue
Oshawa, ON L1H 3T2
Attention: Director of Planning & Regulation
mail@cloca.com

To the Region: 605 Rossland Rd E, PO Box 623
Whitby, ON L1N 6A3
Attention: Manager, Prosecution
Services
prosecutors@durham.ca

- (c) If a notice addressed to a party is received after 4:30 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day at the location specified in the address for that party, then the notice will be deemed to have been received at 8:30 a.m. on the next business day.

8 General

- (a) This agreement constitutes the entire understanding between the parties regarding the subject matter of this agreement.
- (b) Ontario law governs this agreement. If an Ontario court finds that any provision in this agreement is unenforceable, to the extent possible, the enforceability of the remaining provisions will not be affected.
- (c) An amendment to this agreement will be effective only if it is in writing and signed by both parties.

9 Effectiveness; Date

- (a) This agreement will become effective when all parties have signed it.
- (b) The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). Each party may sign this agreement using an electronic or handwritten signature, which are of equal effect
- (c) Each party is signing this agreement on the date stated opposite that party's signature. If a party signs this agreement but fails to date their signature, the date the other party receives the signing party's signature will be deemed to be the date the signing party signed this agreement.

[Signature page follows.]

Central Lake Ontario Conservation Authority

Date: _____, 2024

By: _____
Name:
Title:

Date: _____, 2024

By: _____
Name:
Title:

The Regional Municipality of Durham

Date: _____, 2024

By: _____
Name
Title

DRAFT

Schedule A: Services and Fees

For each Part I matter, the following fees are fixed:


Block	Services	Fee
1	Includes intake, services and administration up to and including any pre-trial/ early resolution: <ul style="list-style-type: none"> • Court appearances, receipt of file, organization of new file, initial review • Discussion with defence counsel, agents and self-represented persons to both manage prosecutions and discuss plea resolutions • Review for redaction purposes • All disclosure throughout the matter • Any early resolution 	\$2,600
2	Trial preparation and the first day of any trial, including <ul style="list-style-type: none"> • Court appearances • Research, drafting and presenting oral and written submissions on any aspect of the matter • Negotiations with defence counsel, agents and self-represented persons to both manage prosecutions and discuss plea resolutions • Engaging agents, counsel, experts or services as required to provide prosecution services to CLOCA 	\$2,000
3	Each additional trial day, including <ul style="list-style-type: none"> • Trial preparation • Court appearances • Research, drafting and presenting oral and written submissions on any aspect of the matter • Negotiations with defence counsel, agents and self-represented persons to both manage prosecutions and discuss plea resolutions • Engaging agents, counsel, experts or services as required to provide prosecution services to CLOCA 	\$2,000/day
4	Appeals in the Ontario Court of Justice <ul style="list-style-type: none"> • Research, drafting and presenting oral and written submissions on any aspect of the appeal, including any factums • Court appearances • Discussions with defence counsel, agents and self-represented persons to manage the appeal 	\$8,000

Each block and all Services are subject to Harmonized Sales Tax.

REPORT

CENTRAL LAKE ONTARIO CONSERVATION AUTHORITY

DATE: November 25, 2024
FILE: AFNB52
S.R.: 5911-24
TO: Chair and Members, CLOCA Board of Directors
FROM: Rose Catulli, Director of Corporate Services
SUBJECT: **2025 Draft Budget and Levy Submission**

APPROVED BY C.A.O. 

The formulation of the 2025 draft budget involved the consideration of the current budget, programming requirements, alignment with CLOCA's Strategic Plan, the *Conservation Authorities Act*, and the Region of Durham's 2025 Business Plans and Budget Guideline and Direction that each Conservation Authority not exceed an increase of 2.5 per cent,.

The recommended 2025 Draft Budget and Levy Submission meets the Region's Guideline and is summarized as follows:

	2025	2024
Operating:		
General Levy	\$ 4,676,310	\$ 4,562,255
Children's Watershed Festival	59,435	57,985
	<u>4,735,745</u>	<u>4,620,240</u>
Land Management Expenditures	<u>\$ 85,000</u>	<u>\$ 85,000</u>
Special Funding:		
Sustainable Neighbourhood Action Plan (SNAP)	120,000	120,000
Lynde Shores Restoration & Resilience Project (Year 1 of 4)	100,000	
Electric Vehicle	85,000	
Entrance Enniskillen CA & Russ Powell Nature Centre		120,000
LiDAR 2024 (<i>Federal funding not approved</i>)		80,000
Electric Vehicle Charging Stations		30,000 *
FHIMP Lynde Creek Floodplain Mapping		58,900 *
Land Acquisition		
Graham Tract		578,100
Hubble Tract		65,085
Cowan Tract		95,775
Byers Road Tract		140,840
Tomlin Tract		96,325
	<u>305,000</u>	<u>1,385,025</u>
*deferred from 2023		

The annual land management levy of \$85k that was approved in 2018 by Regional Council is being utilized to address staffing requirements within the field operations department.

The Ministry of Environment, Conservation and Parks continues to fund CLOCA for source water protection work primarily related to GIS and IT support \$72,500 (2024 YTD - \$110k).

Other government funding and other grants in the budget is as follows:

Federal Grants			
Canada Summer Jobs		\$	9,200.00
Trees Canada		\$	15,600.00
DFO - Lynde Creek Watershed Assessment/Restoration		\$	110,525.00
ECCC - Lynde Shores Restoration & Resilience Project		\$	1,245,000.00
		\$	1,380,325.00
Provincial Grants			
Forest Ontario		\$	34,825.00

Other revenue accounts include funding from the City of Oshawa (\$25k), and the Oak Ridges Moraine Groundwater Program (ORMGP) funding received from the Regional Municipalities of York, Peel, Durham, the City of Toronto (\$700k) and Halton Region (\$175k).

Revenue (Attachment 1):

On December 28, 2022, the Minister of Natural Resources and Forestry issued a “Minister’s Direction” pursuant to Section 21.3 of the Conservation Authorities Act prohibiting any change in conservation authority-imposed fees between the period of January 1, 2023, to December 31, 2023, for plan review and regulation services. The Direction was extended in December 2023 to cover the 2024 calendar year. To date, the Minister has not issued a similar Direction for 2025. Provided that such a Direction is not issued for 2025, the CLOCA Board of Directors is free to ensure that revised fees come into effect at the beginning of 2025.

The 2025 plan review and regulation fee schedules are intended to support and build our staff capacity to maintain service standards for streamlined development review. While the property inquiry fee and permit fees are either on target or above 2024 budget estimates, plan review fees have been below budget estimates reflecting the recent high-interest rate environment and the composition of 2024 applications received.

Staff will continue to leverage our cost recovery fee schedules to ensure that we respond to the demands for our services with the high levels of growth in the CLOCA watershed.

2025 Reserve Transfers include -\$500 of GIC interest for the Schillings investment, -\$17,560 for the Forest Ontario tree planting, \$40k from the Forestry Reserve to manage hazard tree removal, a transfer of \$34,850 for the Roger’s Property, \$75k for vehicle purchases, \$75k for the Enniskillen CA pole barn, \$25k for the replacement of the LSCA Quonset hut roof, and \$10k for main office renovation. The net result for 2025 is \$241,790.

Cost and Expenditures (Attachment 2):

Salaries and wages budgeted for 2025 assume that a full compliment of seasonal staff will be employed during the Purple Woods Maple Syrup Festival and for the summer field operations. We applied to Canada Summer Jobs for 16 summer positions in 2024 and were approved for 6 positions resulting in revenue totalling \$13,455k. CLOCA will continue to apply for the Federal Canada Summer Jobs Grants but has only included 4 positions in the 2025 budget.

Special project expenses were recorded during 2024 for the Lynde Creek Watershed Assessment/Restoration Project; this project is expected to be completed during 2025.

Busing costs for the Durham Children’s Groundwater Festival are significantly higher and the 2025 budget has been adjusted to reflect the increasing costs.

In accordance with the Conservation Authorities Act, the following chart illustrates CLOCA’s 2025 budgeted expenditures by category:

	2024 Approved Budget	2025 Proposed Budget				Total Change +/-
		Category 1	Category 2	Category 3	Total	
Corporate Services	2,193,660	2,081,105	52,500	-	2,133,605	- 60,055
Watershed Management	1,876,905	2,877,490	83,100	502,180	3,462,770	1,585,865
Environmental Plan Review & Regulation Services	2,256,960	2,207,560	-	-	2,207,560	- 49,400
CA Land Management	1,621,805	1,503,750	-	54,950	1,558,700	- 63,105
Land Acquisition	2,472,710	-	-	-	-	- 2,472,710
Community Services/Education	606,535	39,673	-	578,728	618,400	11,865
Oak Ridges Moraine Groundwater Program (ORMGP)	1,104,400	-	967,650	-	967,650	- 136,750
Vehicle & Equipment	293,825	275,000	-	-	275,000	- 18,825
Total	12,426,800	8,984,578	1,103,250	1,135,858	11,223,685	-9.68%

Special Levy Funding Submission (Attachment 3)

Three Special Levy funding requests are included in the 2025 budget submission to the Region: Sustainable Neighbourhood Action Plan (SNAP), the Lynde Shores Restoration and Resilience Project and the purchase of an electric vehicle. Attachment 3 provides details of the funding requests.

Compensation Review

In 2018, CLOCA conducted a review of the staff compensation program, specifically, to assess the competitive pay market and the current pay policy (percentile targets), assess internal equity, update pay equity compliance and develop a revised salary grid for implementation in 2019. A revised 2019 salary grid was implemented that included job rates that reflected the 50% percentile of the competitive pay market and band placement for positions that reflect internal equity in the Authority.

As per the Salary Administration Policy a market review of all positions is currently underway including pay equity maintenance to ensure that CLOCA salaries remain competitive. Any changes to the staff compensation will be included in the final 2025 budget.

Conclusion

The recommended 2025 budget reflects an allocation of resources to support CLOCA’s programs and services for 2025. The budget will allow the Authority to continue to work towards our mission of advancing watershed health through engagement, science and conservation. A final budget report will be brought forward in 2025 to the Board following Board approval of the 2025 fee schedule and the Region of Durham approval of the General Levy and Special Levy Funding Submission.

CLOCAs draft 2025 budget and Levy submission has been prepared in accordance with the budgetary processes set out in O. Reg. 402/22: "Budget and Apportionment". The budget reflects CLOCAs inventory of programs and services approved by the Board of Directors in February 2022.

RECOMMENDATION:

THAT the 2025 Draft Operating Levy Submission, the Special Levy Funding Request for the Sustainable Neighbourhood Action Plan (SNAP) totalling \$120,000, the Lynde Shores Restoration and Resilience Project totalling \$100,000 and the purchase of an electric vehicle totalling \$85,000 be approved for circulation to the Region of Durham.

Attach.

RC/bb
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Central Lake Ontario Conservation Authority						
	2025	2024		Budget	2024	
Revenue	Budget	Budget	% Change	Variance Note	Actual 31-Oct-24	2023 Actual
General Levy	4,735,745	4,620,240	2.50%		3,465,180	4,380,990
Durham Region Special Land Management Levy	85,000	85,000	0.00%			
Municipal Special Levy	305,000	1,385,025	-77.98%	A	1,050,623	582,684
MNRF Transfer Payment	64,445	64,445	0.00%		64,445	64,445
Federal Grants	1,380,325	356,900	286.75%	B	123,148	84,201
Provincial Grants	34,825	34,825	0.00%		33,984	43,018
Other Revenue	791,935	1,853,545	-57.27%	C	2,400,329	1,944,989
Other Revenue - ORMGP	875,000	875,000				
Other Grants	-	50,680	-100.00%	D	26,850	81,347
Reserve Transfer	241,790	166,090	45.58%	E	-	(41,566)
Deferred Revenue	-	121,600	-100.00%	F	-	(55,374)
Interest Earned	186,320	257,550	-27.66%	G	154,042	316,531
Administrative Services	63,450	65,300	-2.83%		41,250	50,000
Maple Syrup Sales	30,000	30,000	0.00%		34,611	45,912
Merchandise Sales	15,000	15,000	0.00%		14,893	17,573
Maple Syrup Sales - Office	4,000	4,000	0.00%		3,886	4,547
Pay & Display	125,500	126,500	-0.79%		133,611	127,600
Seasons Passes	90,000	90,000	0.00%		79,074	90,143
Gate Fees PWMSF	58,000	58,000	0.00%		57,381	72,187
Donations	107,900	127,900	-15.64%	H	94,517	188,377
Pancake sales	49,000	49,000	0.00%		47,494	56,283
Property Rental	71,500	71,500	0.00%		68,869	71,383
Facility Rental Fees	81,000	102,450	-20.94%	I	81,814	40,225
Commercial Rent Signs	7,200	7,200	0.00%		3,616	7,233
Education Fees Elementary	60,000	48,000	25.00%	J	61,991	68,844
Maple Syrup Tours	8,500	8,800	-3.41%		8,689	7,334
Map Sales	10,000	10,000	0.00%		4,343	11,313
Property Inquiry Fee	15,000	15,000	0.00%		15,400	16,940
Website/Portal Access Fee	90,000	90,000	0.00%		106,589	91,287
Regulations 42/06 Permit	425,000	425,000	0.00%		512,744	596,777
Plan Review Fees	1,000,000	1,000,000	0.00%		647,024	1,427,425
Fill Sites Large Application Fees	50,000	50,000	0.00%		4,200	48,090
Rental Recovery	162,250	162,250	0.00%		121,318	151,745
	11,223,685	12,426,800			9,461,916	10,592,481

Budget Variance Notes

A	Municipal Special Levy	The 2024 Municipal Special Levy included multiple land purchases. The 2025 Special Requests include the Sustainable Neighbourhood Action Plan (SNAP) (\$120k), the first year of four for the Lynde Shores Restoration and Resilience Project (\$100k) and the purchase of an electric vehicle (\$85k)
B	Federal Grants	The 2025 Federal Grants includes \$1.245 million from the ECCC for the Lynde Shores Restoration and Resilience Project
C	Other Revenue	The 2024 budget includes \$1.5 million from Conservation Ontario/ECCC, Canada Nature Fund for multiple land acquisitions throughout the year. The 2025 preliminary budget includes \$500k from OPG for Lynde Shores Restoration & Resilience Project.
D	Other Grants	The 2024 budget includes a \$45k grant from the Greenbelt Foundation for a Digital Transformation Project. The project was completed during the 2024 calendar year.
E	Reserve Transfer	2025 Reserve Transfers include -\$500 of GIC interest for the Schillings investment, -\$17,560 for the Forest Ontario tree planting, \$40k from the Forestry Reserve to manage hazard tree removal, a transfer of \$34,850 for the Roger's Property, \$75k for vehicle purchases, \$75k for the Enniskillen CA pole barn, \$25k for the replacement of the LSCA Quonset hut roof, and \$10k for main office renovation. The net result for 2025 is \$241,790.
F	Deferred Revenue	Included in the 2024 budget is the transfer of funds relating to the Oak Ridges Moraine Groundwater Program - \$15,100 for the Greenbelt Marketing Project and \$106,500 for the main groundwater program. No deferred revenue is included in the 2025 preliminary budget.
G	Interest Earned	A lower interest rate environment has decreased the interest earned projected for 2025.

H	Donations	The Children's Watershed Festival Donations has been reduced in the 2025 preliminary budget by \$15k to reflect actual donations received in 2024.
I	Facility Rental Fees	2024 budgeted facility rental fees include \$30k for the summer rental of the Heritage Hall by the YWCA.
J	Education Fees	2025 Education Fees have been adjusted to reflect YTD increase in actual revenue received during 2024.

	2025	2024		Budget	2024	
Cost and Expenditures	Budget	Budget	% Change	Variance Note	Actual 31-Oct-24	2023 Actual
Wages Permanent	5,327,800	5,151,960	3.41%		4,029,528	4,885,993
Wages Seasonal (PW Maple Syrup Festival)	19,500	19,100	2.09%		23,574	13,400
Wages Special Employment (Summer Students)	175,400	167,100	4.97%		163,200	171,881
Benefits	1,472,300	1,442,420	2.07%		1,081,051	1,347,851
Office Supplies	2,000	2,000	0.00%		2,307	2,116
Future Benefit Expense	-	-	0.00%		1,656	3,300
Staff Mileage	7,750	7,750	0.00%		5,223	8,517
Administration Expense	63,450	65,300	-2.83%		41,250	50,000
Course Registration	51,500	50,500	1.98%		58,036	41,361
Members Per Diems	8,500	8,500	0.00%		5,975	7,400
ACAO Levy	39,000	37,000	5.41%		37,094	35,548
Postage	3,250	3,250	0.00%		3,060	4,699
Materials & Supplies	165,450	184,665	-10.41%	K	112,016	139,329
Publications & Subscriptions	46,080	45,655	0.93%		38,559	39,830
Printing	3,500	3,500	0.00%		2,318	3,182
Software	89,900	92,600	-2.92%		77,416	84,990
Services	2,245,850	947,650	136.99%	L	410,101	746,135
Fuel	43,900	44,215	-0.71%		31,280	35,881
Promotion	1,965	1,965	0.00%		-	821
Transportation	20,000	15,000	33.33%	M	19,454	29,728
Small Tools	2,000	2,000	0.00%		494	1,053
Water Sample Testing	64,400	63,500	1.42%		49,573	34,251
Uniform Purchases	8,600	9,100	-5.49%		5,030	6,876
Telephone	15,275	15,275	0.00%		13,459	15,060
Hydro	36,150	35,500	1.83%		27,507	28,622
Alarm	4,175	4,175	0.00%		3,312	3,984
Water	4,000	4,000	0.00%		3,492	3,890
Gas	15,000	14,500	3.45%		8,724	12,747
Cellular	21,595	21,470	0.58%		16,980	18,113
Travel	6,300	6,300	0.00%		8,734	8,619
Cell Phone Allowance	2,130	2,130	0.00%		120	1,740
Property Taxes	60,625	59,950	1.13%		56,281	51,761
Insurance	167,675	159,925	4.85%		159,938	166,583
Legal Fees	165,000	315,000	-47.62%	N	551,751	467,028
Audit Fees	47,250	46,750	1.07%		-	29,599
Bank Service Charges	30,300	29,700	2.02%		24,907	29,332
Licence	2,540	2,540	0.00%		968	968
Land Acquisition	-	2,323,620	-100.00%	O	2,363,654	745,000
Donation	28,300	23,300	21.46%		20,859	26,380
Payroll Processing Fees	8,600	8,600	0.00%		7,878	9,396
Pay & Display Software Monitoring Fees	6,650	6,650	0.00%		5,471	6,350
Office Services	15,450	15,450	0.00%		-	15,459
Purchases for Resale	14,000	14,000	0.00%		13,937	13,504
Equipment	355,100	638,110	-44.35%	P	252,374	566,434
Vehicle Purchases	160,000	115,000	-34.78%	Q	38,409	-
Equipment Rental	14,325	14,325	0.00%		18,175	13,617
Vehicle Rental	7,000	14,000	-50.00%	R	12,924	8,325
Vehicle & Equipment Recovery	162,250	162,250	0.00%		121,318	151,682
Bulk for Resale	3,800	1,450	162.07%	S	8,059	7,424
Pancake Group Expenses	8,100	8,100	0.00%		7,752	12,365
	11,223,685	12,426,800			9,945,177	10,108,123
Surplus(Deficit) from Operations	0	0			(483,261)	484,358

Budget Variance Notes

K	Materials & Supplies	Additional materials and supplies were purchased in relation to the Lynde Creek Watershed Assessment/Restoration projects undertaken during 2024.
L	Services	An additional \$1,825,000 is budgeted for in 2025 for the Lynde Shores Restoration & Resilience Project.
M	Transportation	Busing costs for the Durham Children’s Groundwater Festival are significantly higher and the 2025 budget has been adjusted to reflect the increasing costs.
N	Legal Fees	Legal fees are anticipated to be related primarily to prosecution expenses in 2025
O	Land Acquisition	There are no properties scheduled for acquisition during 2025.

P	Equipment	Additional capital improvements were budgeted for in 2024 for the upgrades to the Enniskillen Education Centre (\$120k) through a Region of Durham Special Benefiting Levy and a new pole barn for the Enniskillen Workshop (\$70k).
Q	Vehicle Purchases	An additional electric vehicle has been budgeted for in 2025.
R	Vehicle Rental	An additional vehicle was rented during 2024 for the Lynde Creek Watershed Assessment/Restoration Project.
S	Bulk for Resale	Additional purchase of maple syrup has been provided for in 2025 to keep up with demand.

Sustainable Neighbourhood Action Plan Pilot Project (SNAP)

At its September 2023 Board of Directors meeting the CLOCA Board endorsed the proposal for CLOCA to develop and deliver a Sustainable Neighbourhood Action Program (SNP) in partnership with the Town of Whitby. The intention of the program is to improve the environment on a neighbourhood scale and build resiliency against climate change by greening local infrastructure and strengthening community engagement and support.

CLOCA willingness to undertake this strategic work was considered an opportunity for the Town of Whitby, Durham Region, and CLOCA to achieve goals and objectives outlined in their respective climate action and watershed health related plans. The new program and collaboration was also seen as an opportunity to realize a range of other co-benefits, including the opportunity for CLOCA to develop expertise and capacity in a new program/service area that aligns well with strategic priorities and that can be offered to other area municipalities in the future as requested.

Using the SNAP's model of a multi-objective approach, several environmental and climate priorities can be informed and addressed in a way that can deliver significant social and economic benefits in the selected neighbourhood. The collaborative approach aims to build implementation partnerships and capacity in local leaders for sustained action beyond the timelines outlined in the current project workplan.

CLOCA's 2024 workplan was focused on developing a Whitby SNAP Pilot Screening Analysis and applying it to three candidate neighborhoods that were put forward based on corporate documents and staff knowledge of opportunities to meet the sustainability objectives of the SNAP model. Six sustainability categories with multiple sub-categories each were used to incorporate and assess information about building age, infrastructure and mobility, flood safety and erosion risk reduction, natural environment and watershed systems, parks recreation and culture, and finally human health and wellbeing. In September 2024, Town of Whitby Council endorsed staff's recommendation to select the West Lynde neighbourhood for the development of a SNAP Action Plan.

In 2025, the SNAP Coordinator will begin a detailed community characterization to identify and contact appropriate stakeholders in the West Lynde neighbourhood who will be vital in implementing the action plan recommendations. Developing the Action Plan for this neighbourhood will require meaningful engagement of the community and implementation partners throughout the next stages of the project. To support this, the Whitby SNAP Pilot will integrate innovative approaches as well as lessons learned from other successful SNAP engagement programs implemented across the Greater Toronto Hamilton Area (GTHA). Final project documentation will include an Action Plan summary report, Neighbourhood Action Plan concept map(s), concept designs for implementation projects, expected outcomes and targets, and an implementation framework. The Action Plan will form the rationale for any future budget and/or funding requests.

To assist with the development of the Action Plan, \$95,750.00 in funding has been provided by the Federal/Provincial Job Creation Partnership to hire 5 individuals for one-year contracts, with experience in Community Engagement, Geographical Information System, Low Impact Development and Water Resources to conduct the necessary research, consultation and implementation requirements of this undertaking.

Lynde Shores Restoration and Resilience Project (Year 1 of 4)

This project aims to support and encourage local action to strengthen the resilience of the Lynde Shores coastal wetland system against climate change impacts. CLOCA and Environment and Climate Change Canada (ECCC) has identified this wetland as sensitive and vulnerable to future climate changes. Our approach includes restoring wetland structure and diversity, enhancing habitat connectivity within the broader Lynde Creek system, and increasing the wetland's adaptive capacity to handle various stresses, including those brought by a changing climate. Additionally, we will model and optimize new climate-resilient protective barrier features to shield the Lynde Shores wetland from extreme water levels and storm events.

Rationale / Details

The habitats within these Lynde Shores coastal wetlands are invaluable for many species, as a wildlife refuge, for its ecosystem services, and social and cultural values. Annually, over 200,000 individuals visit the area, excluding those who experience it through the Great Lakes Waterfront Trail Network. Despite its location within the Greater Toronto Area and significant human usage, Lynde Shores Conservation Area supports a rich biodiversity of habitats and species.

Recent studies have shown that the Lynde Shores coastal wetlands are subject to climate change pressures that will potentially cause a loss in biodiversity, resilience, and water quality through the migration of emergent marsh, losses of submerged aquatic vegetation, meadow marsh, and swamp habitat. Additionally, the increasingly variable water levels and more frequent high-water levels are causing risk to wetland interspersed, thermal refuge, water quality, protective wetland features, and low biodiversity.

This project will restore and enhance Great Lakes habitat and native species populations and help to promote the implementation of actions with the Great Lakes community on priorities and strategies for enhancing coastal wetlands resilience.

By strengthening the Lynde Shores wetlands, this project will help secure these natural assets for people today and for future generations. Healthier, climate-resilient wetlands benefit both nature and the community, supporting wildlife, cleaner water, and accessible green spaces that enrich lives now and will continue to do so for years to come.

Key Project Activities

- Restore the ratio of open water to marsh vegetation (interspersions) with 475 meters of new channels and four open-water pools each measuring approximately 0.3-hectare, for a total of 2 hectares of restored wetland
- Create 2 ha of wetland refugia to allow for the wetland to migrate based on water level inundation, which will improve connectivity between the west and east branches of Lynde Creek
- Restoration of an additional 4 hectares of wetland climate change refugia to maximize vegetation transitions (accommodation space) to cope with extremes.
- A new design and cost-effective solution to stabilize, enhance, and sustain the barrier-protective beach feature for long-term coastal wetland protection.

To support the implementation of the project activities associated with this project, CLOCA has secured \$2,177,000 from ECCC over a four-year period along with financial and in kind support from a number of other organizations as outlined in Table 1. Part of this project budget includes a funding request to Durham Region for \$100,000/yr, or approximately 10% of the total project value. CLOCA is also engaged in conversations with other potential partners regarding additional financial contributions, which if successful would increase the overall budget and allow even more restoration work to be completed.

Table 1: A summary of the total project cashflow for the Lynde Shores Restoration and Resilience Plan. This is based on the agreement with Environment and Climate Change Canada that extends from June 15, 2024 to March 31, 2028.

Project Cashflow – All years totals – June 15, 2024 – March 31, 2028			
Contributor	Cash	In-Kind	All Funding
ECCC	\$ 2,177,000.00	\$ -	\$ 2,177,000.00
DUC	\$ -	\$ 89,200.00	\$ 89,200.00
CLOCA	\$ 18,500.00	\$ 470,750.00	\$ 889,250.00
Durham Region	\$ 400,000.00	\$ -	\$ 400,000.00
OPG	\$ 500,000.00	\$ -	\$ 500,000.00
Total	\$ 3,095,500.00	\$ 559,950.00	\$ 3,655,450.00

Electric Vehicle

CLOCA has been a participant in the Durham Region Zero Emissions Infrastructure Program (Durham Region-Wide Deployment of Level 2 and 3 Charging Stations for Public Use, Workplace, MURBs and Light/Medium/Heavy Duty Fleets).

Through this program, CLOCA will be completing the installation of level 2 charging stations at the Administration Office for CLOCA fleet vehicles, and at the Enniskillen Conservation Area Operations Workshop for CLOCA work vehicles.

The charging stations will be completed in late 2024, and available for use in 2025. CLOCA is requesting \$85,000 towards purchasing an electric vehicle to replace existing fleet vehicles. Priority of purchases will be a passenger vehicle for the administrative office and general staff use.