



**Grand River Conservation Authority  
Addendum - General Meeting**

Friday, September 22, 2023

9:30 a.m.

Hybrid Meeting of the General Membership

GRCA Administration Centre

Zoom Virtual Meeting

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	<b>Pages</b>
<b>8. Hearing of Delegations</b>	
<i>a. Dr. Hugh Whitely - Niska Land Holdings 2023 Draft Management Plan</i>	<i>1</i>
<i>b. Laura Murr - Niska Land Holdings 2023 Draft Management Plan</i>	
<b>10. Correspondence</b>	
<i>a. Hamilton Conservation Authority re: Reverse Changes to the Conservation Authorities Act and Ontario Wetland Evaluation System</i>	<i>28</i>
<p>    THAT correspondence from the Hamilton Conservation Authority regarding a motion to Reverse Changes to the Conservation Authorities Act and Ontario Wetland Evaluation System be received as information.</p>	

Report for agenda item 12.a is also attached here.

**From:** [Hugh R. Whiteley](#)  
**To:** [niska](#)  
**Subject:** Confirmation of receipt of submissions on Niska Lands Management Plan  
**Date:** Monday, September 11, 2023 6:19:32 PM  
**Attachments:** [HISTORY OF THE ACQUISITION OF THE NISKA LANDS AS A NATURE RESERVE 2.pdf](#)  
[2020 Lawson communication URGENT REQUEST FOR CORRECTIONS FOR NISKA LANDS WEBSITE.pdf](#)  
[EXHIBIT D 1977 MERCURY STORY.pdf](#)  
[GRCA factsheet Property.pdf](#)  
[1968 hanlon creek report-pages 38-39.pdf](#)  
[1975 HCCA Interim Planning Study- pages 19-21.pdf](#)  
[1982 GRCA Hanlon Creek Conservation Area Master Plan pages 91-93.pdf](#)

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Greetings:

I request that the GRCA provide an acknowledgement of the receipt of the numerous submissions I have made, beginning in January 2019, concerning major factual errors and omissions in the GRCA Niska Lands website.

I further request that all of the documents I attach to this email be distributed to the GRCA Board in advance of the meeting of September 22 2023 to allow Board Members to make an informed decision on the validity of my objections to proceeding to a decision on the Niska Lands Management Plan without correcting the factual errors and omission of information contained in the process to date.

The major factual error in the Niska Website is the assertion that the Niska Lands were purchased by the GRCA to support the Hespeler Reservoir as a flood control project. As clearly stated in the GRCA Minutes the purpose for the purchase of Niska Lands was always, from the initiation of the Guelph Valleylands Project in 1970, to assemble land for the Hanlon Creek Conservation Area.

The Board resolution authorizing consideration of the purchase of the Kortright Waterfowl Park explicitly stated the purchase was for the Guelph Valleylands Project. The City of Guelph motion calling for the purchase was in furtherance of the Guelph Valleylands Project. The press announcement of the purchase in 1977 confirms the purpose as being for the HCCA. A GRCA factsheet in 2015 reaffirms the purchase as being for the HCCA.

The major omission in the history of the Niska Lands as presented in the GRCA website is the existence of an approved land use plan for the Niska Lands. This plan was a component of the approved (by the GRCA and the City of Guelph) of the Hanlon Creek Conservation Area Master Plan.

The approved land use plan for the Niska Lands was for the land to become a wildlife nature reserve that provided contact with nature for the benefit of urban dwellers. This concept was first put forward in the 1968 Preliminary report on the Hanlon Creek watershed, was retained in the Preliminary Planning Report of 1975 and in the final Master Plan for the Hanlon Creek

Conservation Area in 1978.

The concept of preserving representative natural areas to provide urban dwellers with contact with nature was somewhat novel as a planning principle in 1968 when first proposed. It is now a well recognized beneficial activity in Ontario and across Canada. The provincial government is in the process of adding 13 additional urban river valleys to the Greenbelt. Parks Canada is studying additional urban parks to provide contact with nature, building on the success of the Rouge River Urban Park.

The development of a land use management plan for the Niska Lands must be based on a true history of the reasons for the lands being assembled. The concept of a wildlife nature reserve, the original purpose for the purchase, has great merit in 2023. No final decision on the Niska Lands should be made until the viability of this option has been fully explored.

I ask for assurance that this critique of the current Land Use Management Plan be presented to the Board.

Hugh Whiteley

**FROM** Hugh Whiteley  
**TO** GRCA General Membership Meeting  
**DATE** September 22 2023  
**RE** **Report Number GM-08-23-58 – Niska Land Holdings 2023 Draft Management Plan**

### Introduction

I commend the GRCA in taking the initiative in reviving the process which will lead to the development of a revised Management Plan for the Niska Lands. The general direction of the recommendations contained in report 08-23-58 are correct and, with amendment, should be supported. Unfortunately, however, report 08-23-58 is premised on a factual error as to the intended purpose for the Niska Lands at the time of purchase which compromises the integrity of the subsequent evaluation of current and future potential for beneficial use of the property. This error must be corrected before the Report is acceptable to be received.

A second major flaw in the Report is the absence of any mention of, or evaluation of, the Management Plan for the Niska Lands which was the basis for the decision to purchase the Niska Lands. The Management Plan for the Niska Lands, set out in the 1975 Interim Planning Study for the Hanlon Creek Conservation Area and confirmed in the 1982 Master Plan for the Hanlon Creek Conservation Area, specifies that the Niska Lands are to transition from a waterfowl research station to a wildlife nature reserve. The Management Plan explicitly identifies the role of upland agricultural fields, such as the 8-ha portion of the Niska Lands identified as surplus in Recommendation 3 of the Report, in providing landscape diversity to aid biodiversity in the intended nature reserve. This major error of omission must also be corrected before the Report is acceptable to be received.

### Background

***“In the rapid growth of urbanization, which increasingly takes man out of harmony with nature, the opportunity for frequent return to a more natural environment is most important, particularly for children and for elderly persons. Looking to the future of a city filling the present boundaries and possibly extending beyond these boundaries, the lands that are reserved and preserved in our time will be beyond price.”*** Fred Woods City Administrator City of Guelph report to Council January 15 1970.

The purchase of the Niska Lands was the culmination of an extraordinarily farsighted collaboration between the City of Guelph and the GRCA. City and GRCA staff recognized the important role access to greenspace would come to have in sustaining the physical mental and spiritual health of urban dwellers. To provide future generations with health-giving contact with nature the City adopted an Open Space Master Plan in 1973 with its river valleys as the framework of the open-space system connecting three Conservation Areas at Guelph Lake, Arkell Hills and Hanlon Creek. The Guelph Lake Conservation Area was already being planned

and required no special arrangements to proceed. However, the two other intended Conservation Areas at Arkell Hills and Hanlon Creek were not conventional sites with a multi-use reservoir as the central feature. Innovation was needed if they were to proceed.

To secure land for these two additional Conservation Areas the City of Guelph requested, by a resolution of Council in January 1970, that the GRCA form a Guelph Valleylands Project to purchase river valley lands including lands for the two Conservation Areas. Under the terms of the Guelph Valleylands Project the City of Guelph agreed to pay 40 % of the cost of lands acquired. The first three purchases under the Guelph Valleylands Project were the Smith Property on the Eramosa River, the Starkey Hills property and a portion of the Hanlon Estate next to the Kortright Waterfowl Park.

#### Purchase of the Kortright Waterfowl Park in 1977

In the planning for establishing the Hanlon Creek Conservation Area the importance of the lands occupied by the Kortright Waterfowl Park had been recognized from the start of planning in 1968. The 1968 GRCA: Preliminary Report on the Hanlon's Creek Basin had an extensive discussion of the future of the Kortright Waterfowl Park and recommended a transition to a general wildlife nature reserve. The 1970 request from the City of Guelph to the GRCA to set up the Guelph Valleylands Project included a request that the location of the Ontario Waterfowl Research premises at the lower end of the watershed be recognized. The January 1975 GRCA Hanlon Creek Interim Planning Study had the following entry: *The future of the Kortright Waterfowl Park is of a major concern of a major concern to the Authority at this time. Located at the confluence of Hanlon Creek and the Speed River its function is very important with regard to other activities planned for this watershed*".

In 1975 the Ontario Waterfowl Research Foundation informed the City of Guelph and the GRCA that the OWRF could no longer afford to operate the Kortright Waterfowl Park and offered the property for sale. The City of Guelph established a committee to consider what action to take regarding the Kortright Waterfowl Park and invited the GRCA to participate in the first meeting of the Kortright Committee. The GRCA not only agreed to participate but established the Kortright Committee as part of the GRCA committee structure. In August 1975 the GRCA Executive adopted a resolution *That the Authority investigate the possibility of acquiring Kortright Waterfowl Park property as an integral part of the Hanlon's Creek Valleyland Acquisition Project.*

In April 1976 the Kortright Committee recommended to the GRCA Executive that no action be taken on acquisition of the Kortright Waterfowl Park until the Citizen's Committee (Kortright Foundation) was formally established and could present the Authority with operating plans for the Park. In September 1976 Mayor Jary of the City of Guelph addressed a meeting of the GRCA Board. The mayor requesting the Authority to acquire the Kortright Waterfowl Park property as a vital part of part of the Hanlon's Creek Conservation Area Project and outlined the City's willingness, as stated in a Resolution of Guelph City Council, to fund its 40 %share of the cost (\$128,000) under the terms of the Guelph Valleylands Project.

At a subsequent meeting of the GRCA Executive Mack Coutts, GRCA General Manager, reported to the GRCA Executive that the 116-acre Kortright Waterfowl Park was within the boundaries of the Hanlon Creek Land Acquisition Project; that the City of Guelph had requested purchase of the Park; that Guelph City Council had approved an expenditure of \$128,000 as the City's share of the purchase price; that the Niska Wildlife Foundation has received its charter, elected a Board of Management and was now operating the Kortright Waterfowl Park. With these assurances the GRCA Executive Committee approved the purchase of the Kortright Waterfowl property and authorized the Kortright Committee to negotiate a lease agreement with the Niska Wildlife Foundation.

The Guelph Mercury on Feb 2 1977, under a headline GRCA PURCHASING KORTRIGHT – 160,000 Gov't Grant, reported that the Grand River Conservation Authority (GRCA) will complete purchase of the Kortright Waterfowl Park in a few days after receiving a \$160,000 grant from the Ontario Ministry of Natural Resources. The Grant covers province's 50% share of the \$320,000 purchase price for the 116-acre park and its buildings. City of Guelph pays 40 per cent (\$128,000) while the GRCA picks up the remaining 10 per cent under a GRCA purchase formula. Mayor Norm Jary was quoted as saying "as I told them (GRCA officials) last fall this (Kortright Park) was a key parcel of land for the protection of the Hanlon watershed since it was at the junction of river and creek".

The Chairman of the GRCA subsequently reported to the Executive Committee that approval had been received from the Ministry of Natural Resources for the purchase of the Kortright area in the Hanlon's Creek and the purchase has been made. An agreement of lease has been negotiated and is ready for signature with the Niska Wildlife Foundation who are to carry on the waterfowl/wildlife refuge at the area under lease from the Authority.

In December 2014 the GRCA published a background briefing factsheet on landholdings sales and purchases. This statement appears in the factsheet *"land was acquired at the request of the municipality prior to 1996 when the GRCA had access to provincial grants for land acquisition. Notable examples include the Hanlon Conservation Area in Guelph."*

#### Review of Management Plan for Niska Lands at the Time of Purchase

Report GM-08-23-58 asserts that the Niska Lands were purchased to *"support the Hespeler Reservoir as a flood control project"*. To be consistent with this stated purpose for the purchase the Report completely ignores not only the true purpose for the purchase – to include the Kortright Waterfowl Park within the Hanlon Creek Conservation Area – but also the Management Plan that accompanied the purchase. The Management Plan for the Kortright Waterfowl Park property is outlined on pages 91-93 of the 1978 (revised 1982) Hanlon Creek Conservation Area Master Plan. The HCCA Master Plan proposed that *"the area come under a new concept for its use and management. The concept envisioned is one of a zoological park. The natural features of the area range from cedar swamps to cultivated upland fields. Due to this variety in landscape and vegetation, it is quite conceivable to establish and maintain an area that would function with a greater variety of species than now exist"*.

In 1977 the proposed use for the Kortright Waterfowl Park as a managed wildlife refuge providing contact with nature for urban dwellers was an unusual option. To-day there is much more

attention and support for the role of green spaces in providing for the physical, mental and spiritual health of urban dwellers. The World Health Organization has just published Green and Blue Spaces and Mental Health an outline of the health benefits of contact with nature and water. The Convention on Biological Diversity recently proposed a biodiversity framework that includes as Target 12 *“Significantly increase the area and quality and connectivity of, access to, and benefits from green and blue spaces in urban and densely populated areas sustainably, by mainstreaming the conservation and sustainable use of biodiversity, and ensure biodiversity-inclusive urban planning, enhancing native biodiversity, ecological conductivity and integrity, and improving human health and well-being and connection to nature and contributing to inclusive and sustainable urbanization and the provision of ecosystem services and functions.*

In Ontario Parks Canada is planning a second National Urban Park in Windsor to provide Green and Blue Space benefits, building on the success of the first Urban National Park -Rouge River. The Provincial government is adding thirteen additional urban river valleys to the Green Belt to augment urban contact with nature. The citizen submissions made on GM-08-23 show how widespread community support for access to nature is in Guelph. It is not acceptable for the GM-08-23 Report to ignore the Master Plan management concept for the Niska Lands that was the justification for the purchase of these lands in 1977.

### Summary

The Report GM-08-23 is not acceptable for receipt by the General Membership Meeting because of the two major errors it contains. The purpose for the purchase of the Niska Lands is incorrect. The absence of evaluation of the continued validity of the original management plan for the property – to form a wildlife nature reserve providing contact with nature- is a second fatal flaw. The report should be returned to GRCA staff for revision and resubmission.

If General Membership chooses to receive the Report, Recommendation 3 in the Report should be removed as it is premature to reach a decision on whether or not any portion of the property is surplus without having a correct statement on the original intended purpose for the purchase of the property and without giving proper attention to the original master plan for the property. Of particular note is the special role given to the upland agricultural portions of the property in this master plan – a factor that must be considered before any portion of the property is considered surplus.

9. KORTRIGHT PARK

Much consideration has been given to the possibility of Kortright Waterfowl Park continuing operations as a Waterfowl Sanctuary and Research Station. This park has developed considerably over the last few years and performs an important function in waterfowl conservation.

Under the channelization scheme it would be extremely difficult to continue operations as a waterfowl research centre, because Hanlon's Creek would no longer be a reliable source of water supply and an alternative supply using ground water in the vicinity would have to be developed. It is not considered feasible to use the water from the Speed River because the quality is not entirely suitable for waterfowl operations.

Under the conservation scheme the waterfowl park could continue operations for a number of years with the construction of certain remedial measures. As urbanization takes place within the basin a small dam and reservoir, costing an estimated \$40,000, could be constructed to assist in minimum flow maintenance and the control of minor floods. To control major flood flows, such as a 50-year flood and also to divert water during periods of lower water quality a diversion channel around the park can be constructed. This channel would cost approximately \$15,000. At full development within the basin it may also be necessary to develop a ground water supply within the vicinity of the park, either by means of a well or a ground water collector system along the banks of the Speed River.

The most critical factor in determining the length of time which this park can operate in its present form, will be the creation of the



of the Hespeler Reservoir. As may be seen from Plate IX, the regulated water level of the proposed reservoir will considerably reduce the effective area for the waterfowl operations within the park.

With full development of the basin and with the Hespeler Reservoir in existence, the economics of investing funds for the survival of a waterfowl station reduced in size would require serious consideration. However, the operations in this park could be modified, from being a purely waterfowl park to a general nature or zoological park. These operations could be associated with operations in the larger conservation zone proposed in the central portion of the basin. This would provide the city of Guelph and its suburbs with excellent facilities for recreation and the appreciation of nature.

The initial capital investment for these areas should be kept to a minimum and designed in such a way as to enable their conversion to day-use areas at a future time.

The facilities described thus far are accessible by the automobile and this should be the maximum of vehicular movement in the area.

Four areas have been identified as walk-in picnic areas with overnight camping at two of the sites. These sites are located generally in forest clearings or semi-enclosed spaces in the interior of the central woodlands. Services for sites should be simple and maintenance-free. (i.e.) vault-toilets, picnic tables, firepits and simple shelters of indigenous materials.

The future of Kortright Waterfowl Park is of a major concern to the Conservation Authority at this time. Located at the confluence of Hanlon Creek and the Speed River its function is very important with regard to other activities planned for the watershed.

The objectives of Kortright Park and the research facilities located there are admirable in their own right, however the actual physical facilities as well as the current financial situation of the waterfowl foundation leave something to be desired. There is no question as to the value of such a facility to the municipality in terms of both education and recreation.

Except for the water resources in the area it cannot be stated that it is an ideal habitat for waterfowl propagation. In terms of ideal habitats, the area is poor or fair at best. Recognizing these facts, it is proposed that the area come under a new concept for its use and management. The concept envisioned is one of a zoological park. The natural features in the area range from cedar swamps to cultivated upland fields. Due to this variety in landscape and vegetation, it is quite conceivable to establish and maintain an area that would function with a greater variety of species than now exists.

The City of Guelph may or may not see a zoo as part of their recreational and cultural activities, however, if the proposal is adopted in principle, the "zoological park" idea should be maintained and limited to species that are relatively native to Ontario.

Furthermore, such a facility should be designed to ensure a "naturalistic" setting for both wildlife and people. Many of the features embodied in the Metro Toronto Zoo could be applied on a mini-scale to this site.

As stated previously, waterfowl propagation is an admirable endeavour, however, the provision of adequate habitat is much closer to the natural scheme of things. Given this, an area has been designated as waterfowl habitat in the open marshy area east of the central woodlands. The area is envisioned only as a migratory stopover point which would be used by waterfowl to feed and rest in the spring and fall. At least 2 ponds exist in the area now and others could be dug which would not be part of the Hanlon Creek system. In addition, adjacent areas can be planted in lure crops each year and this would be the extent of any management programs.

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cedar swamps to cultivated upland fields. Due to this variety in landscape and vegetation, it is quite conceivable to establish and maintain an area that would function with a greater variety of species than now exists.

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the area now and others could be dug which would not be part of the Hanlon Creek system. In addition, adjacent areas can be planted in lure crops each year and this would be the extent of any management programs.

The area north of Kortright Road which includes the golf-course lands, and the esker and kettle formations has been designated as municipal parkland. This area provides a logical transition zone between the existing built-up areas and the university lands and the conservation area. Its existing semi-manicured state will allow for easy development as parkland and in addition, the glacial formations in the area, if properly used, can be a tremendous visual asset. At the northern end of this section there is a natural amphitheatre formed by the eskers in that area. This feature could be taken advantage of with the creation of an outdoor theatre for various cultural events including films, live theatre, and concerts. This type of activity, along with activities designed especially for young people falls into the "unmet needs" category as a result of the 1971 survey. In addition, portions of this area are suitable for use by greater numbers of people than much of the conservation zone.

## URGENT REQUEST FOR CORRECTIONS FOR NISKA LANDS WEBSITE

3 attachments

Hugh R Whiteley

To: slawson@grandriver.ca  
Fri 9/4/2020 2:29 PM

Greetings **Samantha**:

Thank you very much for your prompt acknowledgement.

I am very hopeful that the difficulties I have had with the historical accuracy of presentations on the Niska Lands will soon be resolved.

The development of a Management Plan for the Niska Lands presents exciting opportunities for renewed partnership between the GRCA and the City of Guelph.

This partnership has already provided great benefits and has the potential of creating many more great and lasting benefits - for citizens of Guelph most directly and also for all residents of the Grand watershed and others.

I look forward with great interest to the outcomes of the planning process.

Best regards

Hugh Whiteley

Reply

Forward

S  
slawson@grandriver.ca

To: Hugh R Whiteley  
Cc:  
Beth Brown <bbrown@grandriver.ca>  
Thu 9/3/2020 2:37 PM

Dr. Whiteley,

Hope you are doing well and staying safe during the pandemic.

I am acknowledging receipt of your email and correspondence. We will provide a response in the coming weeks.



Beth Brown is now the Manager of Property for the GRCA.

Sincerely,  
Samantha

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To: Lawson, Samanta (slawson@grandriver.ca)  
Thu 9/3/2020 11:37 AM

New Background.docx  
16 KB  
?

1975 HCCA Interim Planning Study-01102015153549.pdf  
3 MB  
?

GRCA\_factsheet\_Property.pdf  
289 KB  
?

3 attachments (3 MB) Save all to OneDrive - University of Guelph Download all

Greetings Samantha:

During the last twenty months I have repeatedly pointed out to you that the GRCA website

<https://www.grandriver.ca/en/who-we-are/niska-land-holdings.aspx>

contains the false and misleading statement that the purchase by the GRCA of valley land along Hanlon Creek comprising 43 acres of the Hanlon Estate and the 116-acre Kortright Waterfowl Park was made *“to support the Hespeler Reservoir as a flood control project”*.

I have documented in three previous submissions that these two properties were acquired as part of the joint effort by the City of Guelph and the GRCA to develop the Hanlon Creek Conservation Area. In the words of the GRCA publication *Background Briefing: Land holdings sales and purchases* (December 2014):

***“land was acquired at the request of the municipality prior to 1996 when the GRCA had access to provincial grants for land acquisition. Notable examples include the Hanlon Creek Conservation Area in Guelph, Scott Park in New Hamburg and Stanley Park in Kitchener”***.

It appears from your lack of response that you do not acknowledge the important role the GRCA had in assisting municipalities to acquire valley land for recreation and conservation purposes. To refresh your knowledge, I provide the following history.

The Province of Ontario responded to the devastating floods created by Hurricane Hazel in 1954 by adding new provincial policy initiatives aimed at reducing flood risk and flood damage. One such

initiative was an amendment of the Conservation Authorities Act that enabled Conservation Authorities to acquire valley lands for recreation and conservation purposes and thus reduce flood risk.

To encourage acquisition of valley land for recreation and conservation purposes the Province provided 50% cost sharing. Provincial cost sharing for valley-land acquisition continued until 1996. Many Conservation Authorities engaged in valley-land acquisition projects. By 1987 Conservation Authorities in Ontario had acquired 37,000 ha of land for Conservation and Recreation (27 % of total land holdings). This compares with 97,000 ha acquired for Water Management. (Review of the Conservation Authorities Program December 1987)

The Grand River Conservation Authority entered into Valley Land Acquisition Projects with several municipalities during the period 1955 – 1996, the period when provincial cost-sharing was available. In 1970 the GRCA adopted the Hanlon's Creek Watershed Development Project (aka Guelph Valley Lands Project) in partnership with the City of Guelph. The GRCA was already conducting Valley Land Acquisition Projects in Caledonia, in partnership with the Town of Caledonia, and in Kitchener-Waterloo in partnership with the Cities of Kitchener and Waterloo, the Village of Bridgeport, and the Townships of Waterloo and Woolwich. In 1976 the GRCA adopted the Paris Valley Land Acquisition project in partnership with the City of Paris.

The Hanlon Creek Valley Land Acquisition Project was the most extensive valley-land acquisition project conducted by the GRCA. Valley land was acquired along the Speed and Eramosa Rivers as well as along Hanlon Creek. Among the first properties acquired was the 200-acre Starkey Hill property (now Starkey Hill Conservation Area) purchased by the GRCA in June 1972 *"on behalf of the City of Guelph for protection of the underlying groundwater"*. (Starkey Hill Brochure GRCA)

Among the last purchases made under the Project was the 1992 purchase on behalf of the City of Guelph of 176 Gordon Street on the south bank of the Speed River. This property is now Marianne Park. In the May 2015 issue of Currents, the GRCA acknowledged that the Authority has extensive land holdings along the Speed and Eramosa Rivers in Guelph and in the Hanlon Creek Conservation Area. Much of this land was *"purchased by the GRCA at the request of the municipality with provincial grants for land acquisition that are no longer available."*

The capsule history of the City of Guelph's and the GRCA's interest in acquiring the Kortright Waterfowl Park is as follows:

- 1948-1950 Horace Mack establishes Niska Game Farm on 116 acres along Niska Road
- 1959 OWRF buys Niska Game Farm from Mack estate and establishes Kortright Waterfowl Park
- 1965 City of Guelph extends annexation area to include Waterfowl Park
- 1968 Preliminary Report on Hanlon Creek Basin (GRCA Feb 1968) recommends redevelopment of the Waterfowl Park as a zoological park within an 845-acre conservation zone
- 1970 City of Guelph and GRCA begin land acquisition for Hanlon Creek Conservation Area (HCCA)
- 1973 City's Open Space Master Plan designates Waterfowl Park as major Open Space
- 1975 Interim Planning Study for HCCA identifies future of Kortright Waterfowl Park as major concern for the GRCA owing to importance of its function to the HCCA

- 1975 At the City of Guelph's request, GRCA Executive Committee directs" **THAT the Authority investigate the possibility of acquiring Kortright Waterfowl Park property as an integral part of the Hanlon's Creek Valley Land Acquisition project"**
- 1976 Mayor Jary of the City of Guelph addressed a meeting of the GRCA Board requesting the Authority to acquire the Kortright Waterfowl Park property as part of the Hanlon's Creek Project.
- 1976 The GRCA Executive Committee approves the purchase of the Kortright Waterfowl property and authorized the Kortright Committee to negotiate a lease agreement with the Niska Wildlife Foundation.
- 1977 The Chairman of the GRCA reports to the Executive Committee that approval had been received from the Ministry of Natural Resources for the purchase of the Kortright area in the Hanlon's Creek and the purchase has been made. An agreement of lease has been negotiated and is ready for signature with the Niska Wildlife Foundation who are to carry on the waterfowl/wildlife refuge at the area under lease from the Authority.

The GRCA is preparing a management plan for the entire Niska Land Holdings prior to any of those lands being declared surplus. To declare land surplus there must be a determination that the lands are no longer required **for the project they were acquired for.**

The GRCA's Vision Mission and Values includes a committed to clear and respectful communication with members of the public. The Niska Lands website is required to present to members of the public a truthful overview of the process leading up to the drafting of the Management Plan for the Niska Lands.

Until the website presents to the public a complete and accurate description of the project for which the Niska Lands were acquired the GRCA is acting contrary to its Values. Clear and respectful communication must be founded on complete and truthful information; making false and misleading statements invalidates the decision-making process and must be corrected before the process proceeds.

The mistakes currently present in the Niska Lands website can be remedied by replacing the existing Background statement with a complete and accurate description of the project for which the Niska Lands were acquired. I attach a draft version of a complete and accurate statement. All the facts in this description, and the phrasing of descriptions, are taken from City and GRCA documents.

I expect to have an immediate acknowledgment you have received this email and I expect your response to this request for corrections to the Niska Lands website before the end of September.

I remind you that I have made the same request on what I regard as a major issue repeatedly since January 2019.

Best Regards

Hugh Whiteley  
2422 115 Cherry Blossom Circle  
Guelph ON N1G 0A3

# EXHIBIT D

## The Daily Mercury

Service to Guelph, Fergus, Elora, Arthur, Mount Forest, Rockwood, Halton Hills, Erin, Hillsburgh and Districts

The Daily Mercury, Guelph, Wednesday, February 2, 1977

15c PER COPY 50c per week  
Carrier delivery

34 Pages

### AREA WEATHER

Snow tonight, clearing Thursday. The low tonight will be -8 degrees with a high of -6 expected tomorrow. Detailed forecast on page two.

### GRCA PURCHASING KORTRIGHT

# \$160,000 Gov't Grant

By WAYNE CAMPBELL  
Staff Writer  
Grand River Conservation Authority (GRCA) will complete purchase of Kortright Waterfowl Park within a few days after receiving a \$160,000 grant from Ontario ministry of natural resources.

The grant covers province's 30 per cent share of a \$200,000 purchase price for the 116-acre park and its buildings.

City of Guelph pays 40 per cent (\$120,000) while the GRCA picks up the remaining 10 per cent (\$20,000) under a GRCA purchase formula.

The park at Hanlon Creek and Speed River in the southwest corner of the city is owned by Ontario Waterfowl Research Foundation (OWRF).

#### LONG STRUGGLE

This week's transfer of ownership will bring to an end almost two years of struggling negotiations.

In 1975 OWRF announced it wanted to sell Kortright Park by the end of the year. Foundation trustees said they could no longer afford to operate the bird sanctuary.

City aldermen said they wanted the parkland kept in public use but didn't want to spend tax dollars attempting to run a waterfowl operation. City council appealed to GRCA to buy the land last spring and GRCA formally approved purchase last September.

Meanwhile a citizens' group, Niska Wildlife Foundation, was formed to operate and maintain the waterfowl operation which OWRF was abandoning along with the lands.

Niska will continue as tenants of the GRCA.

through a severely cold winter of smashing ice and caring for sick birds, the purchase finalization is a ray of sunshine.

"I'm very happy. I think it's going to be an amicable arrangement," said Eileen Hammill, the park's general manager, about the change of landlords.

Everyone concerned with the bird sanctuary, and the land, felt the GRCA ownership was the best solution for the community, she added.

Mayor Norm Jary said today he was "very pleased" to have the matter completed. He and city council support GRCA's plans to protect the Hanlon Creek watershed.

"And as I told them (GRCA officials) at a meeting last fall this (Kortright Park) was a key parcel of land for the protection of the Hanlon watershed, since it was at the junction of the river and creek," he said today.

He praised Dr. John Roff and Prof. Ted Heeg, Guelph's GRCA representatives, for their work on the Hanlon watershed matter.

### Years Count For Pensions

OTTAWA (CP) — Legislation changing the eligibility rules for federal old-age pensions may be in force before the end of the year if it encounters no serious obstacles in Parliament, government officials say.

A bill introduced in the Commons this week by Welfare Minister Marc Lalonde proposes a system under which the amounts collected under the

By THE CANADIAN PRESS  
Relief and rescue operations continue in the wake of a winter storm earlier this week, but Environment Canada warns that another storm is expected to move into Ontario late today or early Thursday.

The storm is expected to dump another five to eight centimetres of snow on areas still digging out from the earlier storm. The snowfall will not be accompanied by the high winds and blowing snow which caused havoc in much of the province this week. Temperatures will be milder, approaching the normal for this time of year.

The weather office said the new storm is not expected to be as fierce as the earlier one that blocked roads, closed schools, stranded motorists and resulted in the death of a Fergus man.

That storm ended Tuesday, although much of the province is still feeling the effects of drifted snow, sub-zero tempera-

tures and winds with gusts up to 60 km.p.h.

Environment Canada predicted that clear skies across the southern part of the province today would aid work crews trying to clear parts of nine highways still closed Tuesday night.

A convoy of 12 to 14 oil tanker trucks and road-clearing equipment planned to push through snow-blocked Highway 4 from London today in an attempt to relieve fuel shortages in Lake Huron communities.

Escorted by provincial police, the convoy was to head for Exeter, Clinton, Goderich, Wingham and Kincardine with about \$1 million in supplies.

#### SOME SCHOOLS REOPEN

Many schools, closed Friday when the storm began, reopened Tuesday or today, although many in rural areas remain closed.

Meanwhile, Premier William

Davis announced that the province is setting up a special cabinet committee to look into the plight of regions hardest hit by the storm, including the Niagara Peninsula and Prince Edward County, south of Belleville.

He said the committee will study logistical problems faced by the two regions and assess the need for provincial assistance in such emergency situations. But he did not commit the province to meeting requests from various towns in the regions for financial assistance.

In Ottawa, the Commons unanimously approved a proposal by Roger Young, Liberal member of Parliament for Niagara Falls, that the federal government consider defraying the cost of relief operations.

The Commons also commended the work of the Royal Canadian Regiment in London for its relief work this week.

Rescue crews had better access to many areas isolated by the storm as snowsquall warnings around the Great Lakes were cancelled Tuesday.

Two Toronto men and two children, missing since Saturday near a Georgian Bay island about 35 miles northwest of Barrie, were rescued Tuesday by a provincial police helicopter.

Gordon Plummer, 40, his daughter Tanya, 9, Donald Nichol, 44, and his son Kenneth, 15, said they survived by huddling together in a four-foot hole they scooped out of a snow-drift.

The four, declared missing after they left by snowmobile to visit cottages on Christian Island, were treated for mild exposure in Midland. Tanya was transferred to hospital in Toronto for observation and treatment for frostbite to her arms.



# Background Briefing

## Land holdings, sales and purchases

December 2014

The GRCA owns about 19,400 hectares (48,000) acres of land in 430 parcels, representing about 2.8 per cent of the land of the watershed. In total, there have been 696 individual acquisitions.

The Property Department has a leading role in the purchase, sale and management of much of the property.

Land acquisition started when the former Grand River Conservation Commission began work on the Shand Dam, which was completed in 1942. Over the years, land has been acquired for several reasons:

- to build infrastructure such as dams and dikes
- to create recreational areas e.g. conservation areas, rail-trails
- to protect natural areas and habitat

### Land acquisition methods

The GRCA has acquired land in a variety of ways.

- **Purchase:** The most common way is through a negotiated agreement with the seller. In these cases, the GRCA is like other buyer, using the services of real estate agents, appraisers, etc.
- **Donation:** Some parcels of land have been donated to the GRCA either by private landowners or by other governments or agencies. Some municipalities have donated wetlands and other natural areas they have acquired by one means or another.
- **Expropriation:** In a small number of cases, land required for dam, dike and other projects was expropriated in accordance with provincial laws and regulations

### Current land use

The current land holdings of the GRCA fit into five broad categories:

- Land for infrastructure such as dikes and dams
- Active use conservation areas
- Rental properties under exclusive use agreements
- Natural areas
- Lands under municipal maintenance agreements



*Laurel Creek Park in Waterloo*

#### Land for infrastructure

The GRCA holds land used for infrastructure projects such as dikes and dams. That includes the seven major dams and reservoirs which reduce flood damages and provide water for low flow augmentation. The GRCA and municipalities own about 25 km of dikes protecting Kitchener (Bridgeport), Cambridge (Galt) and Brantford.

#### Parks (Active use conservation areas)

The GRCA operates 11 Conservation Areas. They provide a wide range of recreational opportunities such as camping, hiking, swimming, fishing and picnicking. Operating costs of these parks are covered by admission and camping fees. (More information is in the background briefing on Conservation Areas.)

#### Rental properties

The GRCA will enter into agreements with individuals or groups to use GRCA land. These agreements can take the form of commercial leases, licence agreements or residential leases.

In many cases, these agreements involve land that was originally acquired for a project such as a dike or dam. For example, the GRCA might acquire a large parcel of rural land for a reservoir project, but only need a portion of it for



the project. Some of the remainder can be rented out.

Examples of rental properties:

- **Cottage lots:** Following construction of the Shand Dam-Belwood Lake reservoir (1942) and Conestogo dam and reservoir (1958), cottage lots were created around them. There are 398 lots at Conestogo and 335 at Belwood. These lots are leased to tenants who build their own cottages. These properties fall under the Residential Tenancies Act, 2006.
- **Residences:** In some cases, residences were acquired during acquisition of land for dam construction or other projects. At present, about 45 residences are available for rent. Given the cost of operating and maintaining these properties, some may be sold in the future.
- **Agricultural properties:** Similar to the residential properties, the GRCA acquired these lands when building reservoirs. About 3,000 acres are rented to farmers through about 65 leases. Some of these lands may be retired in the future and restored as natural habitat.
- **Service clubs and not-for-profit organizations:** There are 22 agreements to lease land to non-profit agencies for activities consistent with the GRCA's objectives such as children's camps and boating clubs on reservoirs. A notable example is the Chicopee Ski Club, which operates a not-for-profit ski hill in Kitchener.
- **Commercial leases:** Land is leased for acceptable commercial use at market rates, e.g. barns, billboards, communication towers. There are about 30 commercial leases.

### Natural areas

Natural areas range from parcels of wetlands with no public access, up to passive conservation areas open for a variety of public uses. The GRCA owns about 12,000 hectares (29,000 acres) of natural land.

Notable natural areas include:

- The Luther Marsh Wildlife Management Area of about



6,000 (14,000 acres) hectares of land, reservoir (Luther Lake), wetlands and woodlands.

- Wetlands and swamps such as the Keldon source area, Beverly Swamp, Roseville Swamp and Dunnville Marsh
- 75 km of rail-trails including the Cambridge-Paris-Brantford-Hamilton trails and the Elora-Cataract Trailway
- Passive conservation areas such as Dumfries (Cambridge), Starkey Hill (Guelph), Dickson (Cambridge), Chesney (Drumbo), Taquanyah (Cayuga)

### Land under maintenance agreement

About 1,400 acres of urban parkland is owned by the GRCA but maintained by watershed municipalities, typically as part of their portfolio of parklands. Some of the land was acquired for flood control purposes. In other cases, land was acquired at the request of the municipality prior to 1996 when the GRCA had access to provincial grants for land acquisition. Notable examples include the Hanlon Creek Conservation Area in Guelph, Scott Park in New Hamburg and Stanley Park in Kitchener.

In Brantford, Cambridge and Kitchener the GRCA has agreements with the municipalities to maintain GRCA-built dikes.

### Land Acquisition Policy

A Land Acquisition Policy approved in 2009 sets priorities for acquisition candidates. Recent land acquisitions have focused on protecting natural features in priority areas and increasing existing landholdings to expand habitat areas. Areas with the highest priority for land acquisition include Keldon source area, Amaranth source area, Luther Marsh, Roseville Swamp, Oakland Swamp, Beverly Swamp and the Dunnville Marsh.

### Land sales

The GRCA disposes of portions of properties, or entire properties, when they are deemed to be surplus to the needs of the authority. For example, a parcel of land acquired for an infrastructure project may be severed and the unneeded portion sold. In other cases, the GRCA may acquire a large block of land in order to protect a part of it that is environmentally significant, such as wetland or floodplain, but may sell the remainder.

Land sales require the approval of the GRCA board and usually the approval of the Ministry of Natural Resources. Ministry rules also govern how the proceeds of the sale can be used; generally, the money is put into a special reserve account to be used to finance future land purchases. Land sales can generate conflict with adjacent landowners.

## HISTORY OF THE ACQUISITION OF THE NISKA LANDS AS A NATURE RESERVE

Hugh Whiteley August 2023

### GRCA VERSION (as presented in the Niska Land Holdings 2023 Draft Management Plan)

In 1971, through a report titled Review of Planning for the Grand River Watershed, it was recommended that the Grand River Conservation Authority (GRCA) acquire lands to support the Hespeler Reservoir as a flood control project. In 1971, the GRCA purchased approximately 17.4 hectares of land on Niska Road in Guelph. Subsequent to that, in 1977, the GRCA purchased an additional 47 hectares from the Ontario Waterfowl Research Foundation (OWRF) in support of the same project.

### TRUE VERSION (as recorded in meeting minutes and reports of the City of Guelph and GRCA)

In February 1977 the GRCA purchased the 116-acre Kortright Waterfowl Park from the Ontario Waterfowl Research Foundation. The purchase of the Waterfowl Park by the GRCA was the culmination of twelve years of joint planning, by the city of Guelph and the GRCA, of an 845-acre Hanlon Creek Conservation Area. The Kortright Waterfowl Park was identified in the Master Plan for the HCCA as the keystone property (see attached detailed timeline). The purpose of the 1977 purchase was to acquire this key parcel of land as headquarters for the Conservation Area. The HCCA Master Plan, adopted by the GRCA and the City of Guelph, called for the transition of the Waterfowl Park from a waterfowl research centre to a more general nature reserve. The purchase was contingent on formation of a locally-based foundation being established to operate the Park under lease. Once the Niska Wildlife Foundation was formed for this purpose the purchase was made and a lease of the land to the Foundation was completed.

## **DETAILED TIMELINE REGARDING ACQUISITION OF KORTRIGHT WATERFOWL PARK**

1965

In 1965, during the process of determining the boundary of land to be annexed from the Township of Puslinch by the City, the City of Guelph choose to expand the boundary, beyond that initially proposed, to include the Kortright Waterfowl Park in order to give the City of Guelph planning authority over the future use of these lands. The Kortright Waterfowl Park was, at the time of annexation, an internationally recognized centre for studies of migratory wildfowl and a Federal Migratory Bird Sanctuary. The Park attracted over 10,000 visitors per year of whom 40 % were from Guelph.

1966

In 1966, acting on a specific request of the City of Guelph, the GRCA commissioned a study of Hanlon Creek Basin to determine a pattern of urbanization that would preserve as much as possible the natural hydrology and water quality of Hanlon Creek. The terms of reference for this study called for delineation of the “extent of valley lands that should be retained as conservation lands”. Special attention was directed to “minimum interference with water quality and possible existing use of conservation lands by the Ontario Waterfowl Research Foundation” be preserved.

1968

The resulting report, Preliminary Report on Hanlon’s Creek Basin, prepared by Kilborn Engineering Ltd., was published In 1968. The report recommended creation of an 845-acre open-space conservation area containing all valley lands within the 50-y flood line of Hanlon Creek and the adjacent valley slopes to preserve the character of the valley. The designated 845-acre area included 30 acres of the Kortright Waterfowl park. It was noted that while the Kortright Park and Niska Waterfowl Research Station currently served a very useful function for conservation and waterfowl management its future viability was doubtful with full urbanization in adjacent portions of the watershed. An additional concern is that construction of the Hespeler Reservoir would considerably reduce the effective area for waterfowl operations. In view of these barriers to continued waterfowl propagation activities the report recommended Kortright Park be maintained but undergo a transition to become a more general nature reserve.

1970

In 1970 the City of Guelph and the GRCA adopted the recommendation for preserving an 845-acre conservation area in the Hanlon Creek watershed. To acquire this land the City of Guelph proposed, and the GRCA agreed, to set up a Guelph Valleylands Project. The purpose of the project was for the GRCA to acquire valley land using a Ministry of Natural Resources programme under which the Ministry supplied 50% of the purchase price, the City of Guelph funded 40% of the purchase price as major benefiting municipality, and the general budget of



the GRCA, funded by all the municipalities of the Grand River watershed, supplied the remaining 10 %.

1971

Land purchases under the Guelph Valleylands Project began in 1971. The first property purchased was the 156-acre David Smith property on the Eramosa River. The second was the purchase from the Hanlon Estate of 43 acres, part of lots 14 and 15 Concession 6, of Hanlon Creek valleyland adjacent to the Kortright Waterfowl Park. In 1972 the 91-acre Starkey property at Arkell was purchased.

Also, in 1971 the City of Guelph and the GRCA commissioned an Ecological Study of the Hanlon Creek Watershed to be used in the development of secondary land use plans for the area. The focus of the Ecological Study was to identify a form of development that would, as much as possible, preserve the natural features of the Hanlon creek watershed as an asset to the community.

1972

The Hanlon Creek Ecological Study (Phase B 1972) concluded that the Kortright Waterfowl Park “performs an important recreational service for Guelph.” Visitors to the Park were surveyed on nine days of July 1971. 337 questionnaires were obtained from the 1059 visitors entering the Park on these days. There was high satisfaction with their visitor experience expressed by the visitors. 97 % of the questionnaires supported the preservation of the park, unspoiled, to advance learning about nature. The Ecological Study recommended retention and preservation of the Park.

1973

In 1973 City Council adopted the city’s first Parks and Open Space Master Plan. The natural drainage system of the Speed River and its tributaries formed the framework of the Plan. The objective of the plan was preservation of the natural base of the valleylands and increased accessibility to the riverbanks. The basic elements of the plan were three linear (river) spines radiating from the confluence of the Speed and Eramosa Rivers and terminating at three major open-space areas – (1) The Hanlon Creek Conservation Area; (2) The Guelph Dam Conservation Area and (3) The Arkell Conservation Area. The Kortright Waterfowl Parks was identified as the central feature of the Hanlon Creek Conservation Area.

1975

The City of Guelph added the Southview Planning District 8 secondary plan to the Official Plan. The District 8 Plan was structured on the creation of a Hanlon Creek Conservation Area comprising the valleylands of Hanlon Creek. The Kortright Waterfowl Park was designated as an Open Space component of the Hanlon Creek Conservation Area.

In January 1975 the GRCA completed an Interim Planning Study of Hanlon Creek as requested by the City of Guelph. The Interim Study set out a general conceptual plan for the proposed Hanlon Creek Conservation Area, using the findings of the 1972 Hanlon Creek Ecological study as a basis. In August 1975 the GRCA Executive adopted in principle the Hanlon Creek Conservation Authority Development Plan as set out in the Interim study.

The Interim Study identified Kortright Waterfowl Park as a “very important” constituent part of the proposed Conservation Area. “The future of the Kortright Waterfowl Park is of a major concern to the Conservation Authority at this time”. The concern related to uncertain financing for the park’s operation and the less-than-ideal suitability of the park for waterfowl propagation. It was recommended that the park transition to becoming a general nature reserve. It was noted that the Park lands contained a wide variety of habitat ranging cedar swamp to cultivated upland fields. “The combination of agricultural lands adjacent to woodlands and water constitutes an ideal habitat for most wildlife species to be found in Ontario”.

In May 1975 the Ontario Waterfowl Research Foundation informed the City of Guelph and the Grand River Conservation Authority that it was not able to continue to support the operation of the Kortright Waterfowl Park. The OWRF requested that the City and the GRCA consider purchase of the Park. Responding to this request the City of Guelph requested the GRCA to participate in a joint committee set up to consider the future use and development of the Waterfowl Park. This joint Committee was established as the Kortright Committee.

In August 1975 the Kortright Committee recommended to the GRCA Executive **“THAT the Authority investigate the possibility of acquiring Kortright Waterfowl Park property as an integral part of the Hanlon’s Creek Valley Land Acquisition project”**. Following adoption of this motion by the Executive the Kortright Committee reported to the Executive in November that a Guelph Citizen’s Committee had been formed and applied for letters patent with the objective of operating the waterfowl park.

1976

In April 1976 the Kortright Committee recommended to the GRCA Executive that no action be taken on acquisition of the Kortright Waterfowl Park until the Citizen’s Committee (Kortright Foundation) was formally established and could present the Authority with operating plans for the Park. The Executive accepted this Recommendation.

In September 1976 Mayor Jary of the City of Guelph addressed a meeting of the GRCA Board. The mayor requesting the Authority to acquire the Kortright Waterfowl Park property as a vital part of part of the Hanlon’s Creek Conservation Area Project and outlined the City’s willingness to fund its share of the cost under the terms of the Guelph Valleylands Project.

At a subsequent meeting of the GRCA Executive Mack Coutts, GRCA General Manager, reported to the GRCA Executive that the 116-acre Kortright Waterfowl Park was within the boundaries of

the Hanlon Creek Land Acquisition Project that had, to date, purchased 440 acres of valleyland. "In addition, approximately one-half of the property is within the valley lands of the Speed River, which has been identified as the site of the Hespeler Reservoir". The GRCA had been in discussion with the City of Guelph, the Ontario Waterfowl Research Foundation and the Ministry of Natural Resources concerning the purchase of the Kortright Waterfowl Park. The newly Chartered Niska Wildlife Foundation has now taken over responsibility for the operation of the Waterfowl Park.

In September 1976 the GRCA Executive Committee approved the purchase of the Kortright Waterfowl property and authorized the Kortright Committee to negotiate a lease agreement with the Niska Wildlife Foundation.

1978

The Guelph Mercury on Feb 2 1977, under a headline GRCA PURCHASING KORTRIGHT – 160,000 Gov't Grant, reported that the Grand River Conservation Authority (GRCA) will complete purchase of the Kortright Waterfowl Park in a few days after receiving a \$160,000 grant from the Ontario Ministry of Natural Resources. The Grant covers province's 50% share of the \$320,000 purchase price for the 116-acre park and its buildings. City of Guelph pays 40 per cent (\$128,000) while the GRCA picks up the remaining 10 per cent under a GRCA purchase formula. Mayor Norm Jary was quoted as saying "as I told them (GRCA officials) last fall this (Kortright Park) was a key parcel of land for the protection of the Hanlon watershed since it was at the junction of river and creek".

The Chairman of the GRCA subsequently reported to the Executive Committee that approval had been received from the Ministry of Natural Resources for the purchase of the Kortright area in the Hanlon's Creek and the purchase has been made. An agreement of lease has been negotiated and is ready for signature with the Niska Wildlife Foundation who are to carry on the waterfowl/wildlife refuge at the area under lease from the Authority.

1978

The City of Guelph and the GRCA adopt a Master Plan for the Hanlon Creek Conservation Area. The Master Plan identifies the Kortright Waterfowl Park as the keystone property. "Located at the confluence of Hanlon Creek and the Speed River its function is very important with regard to other activities planned for the watershed." ... "it is proposed that the area come under a new concept for its use and management." The new concept was that of a zoological park featuring wildlife native to Ontario. "The natural features in the area range from cedar swamps to cultivated upland fields. Due to this variety in landscape and vegetation, it is quite conceivable to establish and maintain an area that would function with a greater variety of species than now exist."

1982

On behalf of the City of Guelph the GRCA applied to the Ministry of Natural Resources for counterpart funding to implement the Master Plan for the Hanlon Creek Conservation Area. Decision on the funding application was deferred.

1986

On behalf of the City of Guelph the GRCA requests the MNR to expedite the request for approval and implementation of the Hanlon Creek Master Plan as a “long-standing high priority” project of the City. The application to the MNR was not funded.

1997

City Council adopted a Greenspace Vision and Plan for the City of Guelph. The Plan retained the emphasis of earlier Master Plans on Kortright Waterfowl Park lands as a keystone open space in the Hanlon Creek Conservation Area.

2015

Minutes of Heritage Guelph Meeting November 9 2015

**“THAT Heritage Guelph does not support the preliminary preferred alternative for the Niska Road Environmental Assessment presented to Heritage Guelph on April 13, 2015 by Engineering Staff and their consultant, and;**

**THAT Heritage Guelph recommends to Council that the Niska Road area bounded to the west by the Speed River, the north by the township line, to the eastern boundary of the GRCA lands, and the southern City boundary be designated under the OHA as a cultural heritage landscape and be preserved in such a form as to continue its sightlines and its current land use patterns, and;**

**THAT the area being recommended for designation include the existing Bailey bridge, stone abutments and existing road widths and graded shoulders.”**

**CARRIED**

2015

Minutes of Guelph City Council meeting December 3 2015

11. Moved by Councillor Piper

Seconded by Councillor Allt

1. That staff be directed to refer the Heritage Guelph recommendation to designate the Niska Road/Hanlon Creek Conservation precinct as a cultural heritage landscape to the IDE Committee for consideration of bringing forward a notice of intent to designate.

*VOTING IN FAVOUR: Mayor Guthrie, Councillors Allt, Bell, Billings, Downer, Gibson, Gordon, Hofland, MacKinnon, Piper, Salisbury, Van Hellemond and Wettstein (13)*

*VOTING AGAINST: (0)*

**CARRIED**

**From:** [Eowyn Spencer](#)  
**To:** [Karen Armstrong](#); [Samantha Lawson](#)  
**Subject:** FW: HCA Board Resolution re. Reverse Changes to the Conservation Authorities Act and Ontario Wetland Evaluation System  
**Date:** Tuesday, September 19, 2023 9:03:00 AM  
**Attachments:** [image003.png](#)  
[Motion September 7 HCA Board Meeting FINAL.pdf](#)

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**From:** Jaime Tellier <[Jaime.Tellier@conservationhamilton.ca](mailto:Jaime.Tellier@conservationhamilton.ca)>

**Sent:** Friday, September 15, 2023 3:43 PM

**To:** [info@abca.on.ca](mailto:info@abca.on.ca); [info@crca.ca](mailto:info@crca.ca); [admin@catfishcreek.ca](mailto:admin@catfishcreek.ca); [mail@cloca.com](mailto:mail@cloca.com); [admin@hrca.on.ca](mailto:admin@hrca.on.ca); [info@cvc.ca](mailto:info@cvc.ca); [info@crowevalley.com](mailto:info@crowevalley.com); [admin@erca.org](mailto:admin@erca.org); [info@grca.on.ca](mailto:info@grca.on.ca); Grand River Conservation Authority <[grca@grandriver.ca](mailto:grca@grandriver.ca)>; [t.lanthier@greysauble.on.ca](mailto:t.lanthier@greysauble.on.ca); [geninfo@kawarthaconservation.com](mailto:geninfo@kawarthaconservation.com); Elizabeth VanHooren <[elizabeth@kettlecreekconservation.on.ca](mailto:elizabeth@kettlecreekconservation.on.ca)>; [info@lsrca.on.ca](mailto:info@lsrca.on.ca); [info@lakeheadca.com](mailto:info@lakeheadca.com); [conservation@lprca.on.ca](mailto:conservation@lprca.on.ca); [admin@ltvca.ca](mailto:admin@ltvca.ca); [information@ltc.on.ca](mailto:information@ltc.on.ca); [maitland@mvca.on.ca](mailto:maitland@mvca.on.ca); [mrca@timmins.ca](mailto:mrca@timmins.ca); [info@mvc.on.ca](mailto:info@mvc.on.ca); [info@npca.ca](mailto:info@npca.ca); [ndca@city.greatersudbury.on.ca](mailto:ndca@city.greatersudbury.on.ca); [nbmca@nbmca.on.ca](mailto:nbmca@nbmca.on.ca); [admin@nvca.on.ca](mailto:admin@nvca.on.ca); [otonabee@otonabeeconservation.com](mailto:otonabee@otonabeeconservation.com); [info@quinteconservation.ca](mailto:info@quinteconservation.ca); [info@rrca.on.ca](mailto:info@rrca.on.ca); [info@rvca.ca](mailto:info@rvca.ca); [publicinfo@svca.on.ca](mailto:publicinfo@svca.on.ca); [nature@ssmrca.ca](mailto:nature@ssmrca.ca); [info@nation.on.ca](mailto:info@nation.on.ca); [stclair@scrca.on.ca](mailto:stclair@scrca.on.ca); [info@trca.on.ca](mailto:info@trca.on.ca); [info@thamesriver.on.ca](mailto:info@thamesriver.on.ca); [info@conservationontario.ca](mailto:info@conservationontario.ca)

**Subject:** HCA Board Resolution re. Reverse Changes to the Conservation Authorities Act and Ontario Wetland Evaluation System

To Conservation Ontario and 36 Conservation Authorities,

The Hamilton Conservation Authority (HCA) Board of Directors passed the following resolution, brought forward at its September 7, 2023 meeting:

**Resolution No. BD12, 3243**      **MOVED BY: Brian McHattie**  
**SECONDED BY: Craig Cassar**

Please see the attached notice of motion.

Thank you,

**Jaime Tellier**

Corporate Administrative & Records Management Coordinator

Hamilton Conservation Authority

838 Mineral Springs Road, P.O. Box 81067

Ancaster, ON L9G 4X1

**Phone:** 905-525-2181 Ext. 112

**Email:** [Jaime.Tellier@conservationhamilton.ca](mailto:Jaime.Tellier@conservationhamilton.ca)

[www.conservationhamilton.ca](http://www.conservationhamilton.ca)



**A Healthy Watershed for Everyone**

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# HAMILTON CONSERVATION AUTHORITY

## MOTION

Board of Directors: September 7, 2023

**MOVED BY: Brian McHattie .....**

**SECONDED BY: .....**

Whereas over the past several years the Provincial Government has amended the Conservation Authorities Act to reduce the effectiveness of Conservation Authorities in protecting natural heritage (i.e., Bill 23, and;

Whereas, the Provincially Significant Wetland Evaluation System has also been changed leading Conservation Ontario to estimate that over 80% of the wetlands that currently receive protection will lose this status, and;

Whereas, legislative changes implemented January 1, 2023 to Conservation Authority roles related to Natural Heritage and review under prescribed Acts as well changes to the Ontario Wetland Evaluation System, as well as remaining legislative changes regarding Conservation authority development regulations that have not yet come into effect, if implemented, would have serious unintended consequences, and;

Whereas recent reports by the Provincial Auditor-General and the Integrity Commissioner have raised serious concerns on the bias and lack of transparency and fairness in the Greenbelt removals, drawing conclusions that the changes unfairly benefitted private landowners, and;

Whereas, the role of Conservation Authorities in protecting natural heritage and mitigating/ adapting for climate change has never been more important in light of the 6<sup>th</sup> Mass Extinction in biodiversity and the increasing possibility that Canada and the world will not meet the Paris Accord greenhouse gas target limiting temperature rise to less than 1.5 degrees Celsius, and;

Whereas the Hamilton Conservation Authority's ability to provide comments on natural heritage to the City of Hamilton is critical and must be restored.

Therefore:

That the Hamilton Conservation Authority Board of Directors respectfully request that:

- a) the Province of Ontario reverse recent changes to the Conservation Authorities Act and Provincially Significant Wetland Evaluation System that adversely affect natural heritage protection, and;

- b) the Province of Ontario's Auditor General undertake an investigation into the processes that were followed to make the above policy decisions, and whether this decision-making structure and its outcomes provide Ontarians with value for money, and;
- c) That the Hamilton Conservation Authority Board requests that City of Hamilton Council provide similar direction to the Province of Ontario and;
- d) That a copy of this Hamilton Conservation Authority Board of Director's motion be shared with local Members of Provincial Parliament, Conservation Ontario and all conservation authorities in Ontario.



# Grand River Conservation Authority

**Report number:** GM-09-23-68

**Date:** September 22, 2023

**To:** Members of the Grand River Conservation Authority

**Subject:** Progress Report #6- Ontario Regulation 687/21

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## Recommendation:

THAT Progress Report #6 be approved, circulated to all participating Grand River watershed municipalities, posted on the Grand River Conservation Authority website, and submitted to the Ministry of Natural Resources and Forestry in accordance with Ontario Regulation 687/21;

AND THAT the Municipal Memorandum of Understanding and Letter Agreement for Category 2 Programs and Services be approved and circulated to participating municipalities;

AND THAT a two-month extension request of the January 1, 2024 transition date for completion of Municipal Memoranda of Understanding for Category 2 Programs and Services be submitted to the Minister of Natural Resources and Forestry.

## Summary:

Not applicable.

## Report:

As a requirement under *Ontario Regulation 687/21*, the Grand River Conservation Authority (GRCA) developed and approved a Transition Plan (December 17, 2021) and Inventory of Programs and Services (version 4, dated March 24, 2023). The Inventory of Programs and Services is based on the three categories identified in the Regulation. These categories include (1) Mandatory, (2) Municipally requested, and (3) Other (Authority determines are advisable).

As required under *O.Reg. 687/21* and identified in GRCA's Transition Plan, the GRCA is providing its Progress Report. Under the Regulation, the Progress Reports must include the following:

- Any comments or other feedback submitted by a municipality regarding the inventory
- A summary of any changes that the Authority has made to the inventory to address comments or other feedback- including a copy of the changed inventory and a description of changes
- An update on the progress of negotiations on agreements with participating municipalities
- Any difficulties that the Authority is experiencing that might affect the ability of the Authority to complete the transition plan milestones

## Progress Report Details

1) Municipal Comments/Feedback:

- Staff have not received any formal comments or concerns from the participating municipalities regarding the Inventory of Programs and Services.

2) Summary of Changes to Inventory of Programs and Services:

- No changes.

- 3) Update on the Progress of Negotiations with Participating Municipalities on Category 2 Programs and Services:
  - A draft agreement was circulated to all participating municipalities in June 2023. Where requested, staff have met with municipal staff to address any concerns in the draft agreement.
  - Pending approval by the General Membership, a final version of the draft agreement will be circulated to all participating municipalities in September. Several municipalities have set council meeting dates to gain approval of the agreement in September, October, and November.
- 4) Difficulties Reaching Transition Plan Milestones:
  - Although some municipal councils have already approved the Category 2 agreement in principle, there are still some municipal council meetings scheduled for September, October, and November. Due to the potential timing of the presentation of the Category 2 agreement at council meetings, an extension to the transition date (January 1, 2024) should be requested.

### **Memorandum of Understanding and Letter Agreement**

As noted above, a draft Memorandum of Understanding was circulated to all participating municipalities and many municipalities had feedback. Several changes have been incorporated into the current version based on discussions with and feedback from municipal staff, including the addition of a Letter Agreement, and all documents have been vetted through a legal review. Once approved by the General Membership, the final draft Memorandum of Understanding and Letter Agreement, as shown in Attachment A, will be circulated to all participating municipalities with a cover letter requesting approval. Given that this is a new process for all parties involved, GRCA staff have offered to attend council meetings when the agreements will be presented and discussed to assist with any questions that may arise.

### **Extension of Transition Date**

*O.Reg. 687/21*, identifies the transition date as January 1, 2024, as the day an Authority is required to enter into one or more cost-apportioning agreements with the participating municipalities. Under the same regulation, an Authority may be granted an extension of time beyond the transition date in the following circumstances:

- 1) The Authority submits a request for the extension to the Ministry on or before Oct. 1, 2023.
- 2) The request demonstrates that additional time is required for any of the following reasons:
  - i. The Authority and one or more participating municipalities need time to conclude a cost apportionment agreement for a particular program or service that the authority intends to provide under section 21.1.2 of the Act after the transition date.
  - ii. The Authority needs more time to wind down a particular program or service that was provided by the Authority under section 21.1.2 of the Act before the transition date but that will no longer be provided after the transition date.

The length of the request must also be identified in the notice provided to the Ministry. Section 21.1.2 applies to Category 3 programs and services, and the GRCA does not have any cost-apportioning agreements that apply to those programs. However, given that cost-apportioning agreements are required for the GRCA's Category 2 programs and services, it is assumed that the same timelines and requirements will apply.

The GRCA has been working towards the milestones identified in the Authority's Transition Plan over the last 1.5 years, including extensive work towards obtaining municipal approval of the Category 2 agreements. Although a few participating municipalities have already taken the draft agreement to Council for approval in principle, there are still a number of municipalities who will

be taking the agreement to their respective Councils in September, October, and November once they receive the final version from the GRCA.

To ensure GRCA's compliance with *O.Reg.687/21* and to provide GRCA's 22 participating municipalities time to gain the necessary decisions from their respective councils, it would be appropriate to request a two-month extension (Mar.1, 2024) to the transition date (Jan.1, 2024).

Once the Progress Report is approved, it will be circulated to all watershed municipalities and the Ministry of Natural Resources and Forestry. The Progress Report will also be posted on GRCA's website for public access.

**Financial Implications:**

Not applicable.

**Other Department Considerations:**

Not applicable.

**Submitted by:**

Samantha Lawson  
Chief Administrative Officer

## Memorandum of Understanding

**THIS MEMORANDUM OF UNDERSTANDING** made the \_\_\_\_\_ day of, 20\_\_.

B E T W E E N:

**REGION/CITY/COUNTY/TOWN/TOWNSHIP OF \_**  
("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:

MUNICIPALITY NAME  
ADDRESS

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](mailto: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

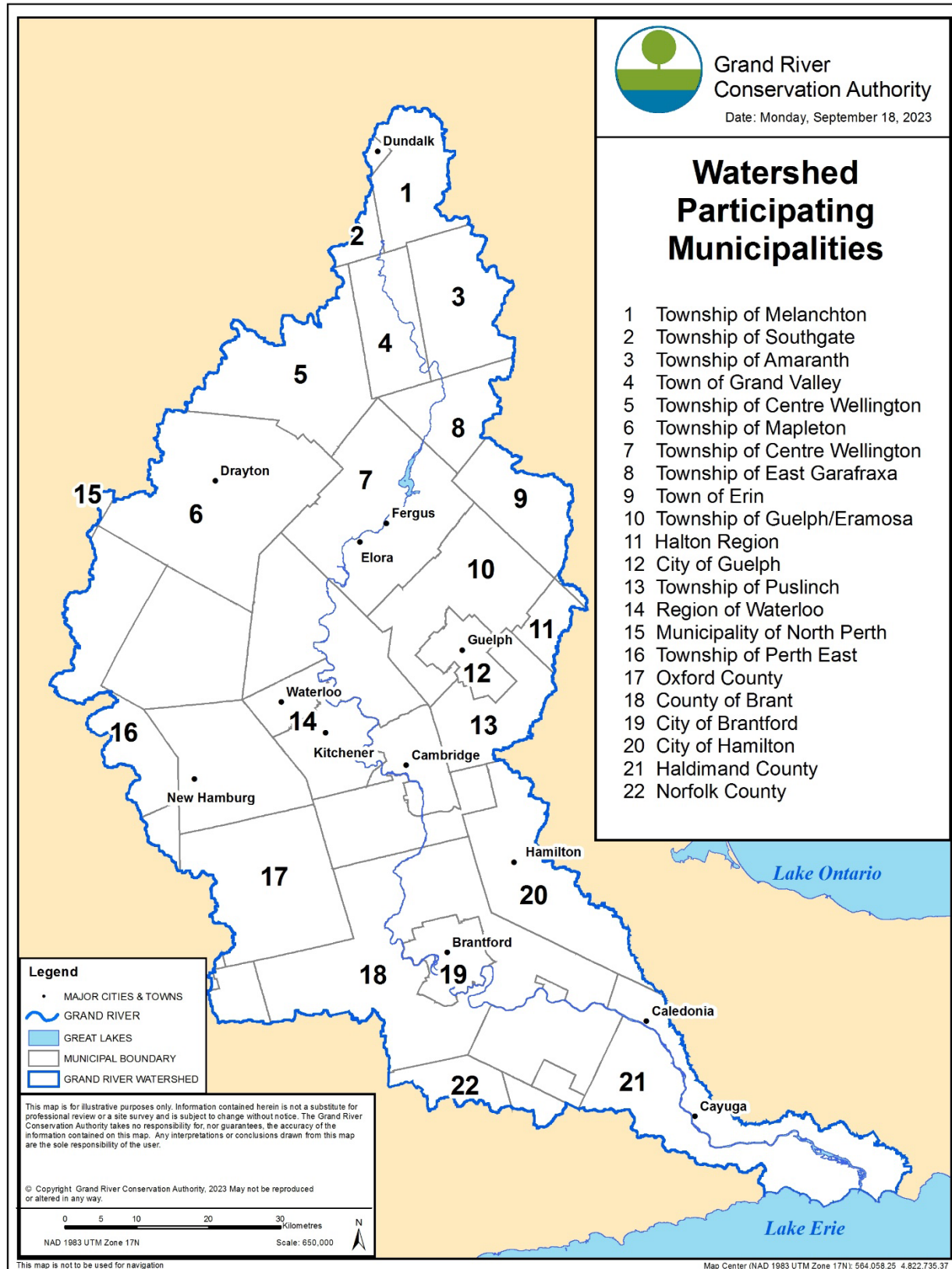
I have authority to bind the GRCA.

**LIST OF SCHEDULES**

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

DRAFT

## 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](http://www.grandriver.ca)

[DATE:]

TO: [NAME AND ADDRESS OF MUNICIPALITY]

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 **\$X**. 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*				
<b>TOTAL</b>	<b>\$ 2,088,000</b>	<b>\$ (1,070,000)</b>	<b>\$ 1,018,000</b>	

\* 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
<b>Sub-watershed Services –</b> Deliver a subwatershed planning program and	Identify and recommend (sub)watershed or other regional-scale technical study priorities	Provide a table of recommendations annually



<b>Programs and Services Description</b>	<b>Deliverables</b>	<b>Metrics</b>
provide technical support for municipal stream monitoring and (sub)watershed planning*	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. • 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.		
<b>Conservation Services -</b> 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
	Conduct site visits to assist landowners with planning stewardship projects and submitting applications to GRCA delivered cost-share programs	Number of site visits

Programs and Services Description	Deliverables	Metrics
	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 <b>in all watershed municipalities</b>:</p> <ul style="list-style-type: none"> <li>• Habitat Stewardship Program for Aquatic SAR</li> <li>• ECCC Nature Smart Climate Solutions</li> <li>• OMAFRA profit mapping</li> <li>• Forests Ontario 50 Million Tree Program</li> </ul>	Projects completed (number, type) project investment by funding source, total grant, kg Phosphorus retained.
<b>Conservation Services –</b> 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
	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

Programs and Services Description	Deliverables	Metrics
	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
<b>Conservation Services –</b> 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.	
<b>Water Quality –</b> 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"> <li>• Support optimization of wastewater treatment plant (WWTP) operations through: knowledge sharing workshops, hands-on training, technical advice, and a recognition program</li> <li>• Provide technical support for municipal assimilative capacity studies and master plans for water and wastewater services</li> <li>• Engage the provincial and federal governments to develop programs to reduce nutrient loads in rivers and streams, and ultimately Lake Erie</li> </ul>	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 <ul style="list-style-type: none"> <li>• 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)</li> </ul>	Studies are carried out by each municipality, as needed and GRCA staff participate at the request of the municipality
<b>Water Quality –</b>	Operate and maintain 9 continuous water quality monitoring stations	Continued operation of 9 stations

<b>Programs and Services Description</b>	<b>Deliverables</b>	<b>Metrics</b>
Surface water quality monitoring, modelling, analysis, and reporting <ul style="list-style-type: none"> <li>• Operate and maintain continuous water quality stations</li> <li>• Maintain a water quality database</li> <li>• Develop and maintain a water quality model</li> <li>• Report on water quality and river health</li> </ul>	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)
<b>Water Quality –</b> 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)
<b>Watershed Sciences and Collaborative Planning -</b> Undertake watershed, regional, and landscape scale science and reporting: <ul style="list-style-type: none"> <li>• Inter-disciplinary analysis and reporting on watershed health (surface water, groundwater, forests, wetlands)</li> <li>• Collaborative work on the hydrologic functions of natural features</li> <li>• Other watershed-scale science (e.g., fisheries)</li> </ul>	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
	Engagement of municipal, provincial, federal, non-governmental, academic and other stakeholders	As below for Water Managers Working Group and via other committees and meetings
<b>Watershed Sciences and Collaborative Planning -</b> Facilitating cross-municipal and inter-agency water resource management: <ul style="list-style-type: none"> <li>• Support cross-disciplinary integration and inform municipal watershed planning and water, wastewater, and</li> </ul>	Advance implementation of the collaborative, voluntary Grand River Watershed Water Management Plan. The Plan's objectives are to: <ul style="list-style-type: none"> <li>• Ensure sustainable water supplies for communities, economies and ecosystems</li> <li>• Improve water quality to improve river health and reduce the river's impact on Lake Erie</li> <li>• Reduce flood damage potential</li> </ul>	Implementation tracking/reporting (scope TBD)

Programs and Services Description	Deliverables	Metrics
stormwater master planning • Liaise with First Nations, municipal, and provincial and federal agencies	<ul style="list-style-type: none"> <li>Build residence to deal with climate change</li> </ul>	
	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