



CREDIT VALLEY SOURCE PROTECTION AUTHORITY

Friday, December 11, 2020  
Meeting to be Held Electronically

**MEMBERS**

- K. (Karen) Ras (Chair)
- T. (Tom) Adams (Vice Chair)
- J. (John) Brennan
- S. (Stephen) Dasko
- J. (Johanna) Downey
- A. (Ann) Lawlor
- M. (Matt) Mahoney
- M. (Martin) Medeiros
- M. (Michael) Palleschi
- G. (Grant) Peters
- R. (Ron) Starr
- J. (John) Stirk

Pages

1. APPROVAL OF AGENDA

Recommended Resolution:

*RESOLVED THAT the agenda be approved as distributed.*

2. DECLARATION OF CONFLICT OF INTEREST

3. MINUTES OF PREVIOUS MEETING

Recommended Resolution:

*RESOLVED THAT the minutes of the 25<sup>th</sup> meeting of the Credit Valley Source Protection Authority held May 8, 2020 be adopted.*

4. PRESENTATION / DELEGATION

5. BUSINESS ARISING FROM MINUTES

6. NEW BUSINESS STAFF REPORTS

6.1. CTC SOURCE PROTECTION REGION CHANGE IN LEAD SOURCE PROTECTION AUTHORITY

A report on the above mentioned subject as submitted by Janet Ivey, Chief Specialist, Watershed Plans and Source Water Protection; and Gayle Soo Chan, Director, Watershed Knowledge is included in the agenda package as Schedule 'A'.

**Recommended Resolution:**

***WHEREAS*** 422 of the 424 remaining significant drinking water threats that are within the CTC Source Protection Region are located within the Credit Valley Source Protection Authority; and

***WHEREAS*** the CTC Management Committee consisting of the CAOs of the Credit Valley, Toronto and Region, and Central Lake Ontario Conservation Authorities have directed staff to transfer lead source protection authority responsibilities from the Toronto and Region Conservation Authority to the Credit Valley Conservation Authority;

***THEREFORE BE IT RESOLVED THAT*** report entitled "CTC Source Protection Region Change In Lead Source Protection Authority" be received and appended to the minutes of this meeting as Schedule 'A'; and

***THAT*** the Credit Valley Source Protection Authority endorse the transfer of Lead Source Protection Authority responsibilities from Toronto and Region Conservation Authority to Credit Valley Conservation Authority for the 2020-2021 Provincial fiscal year, as described in the letter agreement dated October 21, 2020; and further

***THAT*** the Credit Valley Source Protection Authority endorse the request that the Minister of the Environment, Conservation and Parks designate Credit Valley Source Protection Authority as the lead source protection authority for the CTC Source Protection Region under Ontario Regulation 284/07.

**6.2. CTC SOURCE PROTECTION REGION PROGRAM UPDATE**

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A report on the above mentioned subject as submitted by Janet Ivey, Chief Specialist, Watershed Plans and Source Water Protection; and Gayle Soo Chan is included in the agenda package as Schedule 'B'.

**Recommended Resolution:**

***RESOLVED THAT*** the report entitled CTC Source Protection Region Program Update be received and appended to the minutes of this meeting as Schedule 'B'.

**7. CORRESPONDENCE/INFORMATION ITEMS DISTRIBUTED TO MEMBERS**

**7.1. CORRESPONDENCE: CTC SPR COMMENTS ON THE 2020 PROPOSED AMENDMENTS TO THE DIRECTOR'S TECHNICAL RULES**

73

Letter from the CTC SPR with comments on the 2020 Proposed Amendments to the Director's Technical Rules: Assessment Report under the *Clean Water Act*, 2006 to Debbie Balika, Source Water Protection Lead, Conservation

Ontario.

7.2. **CORRESPONDENCE: CTC SPR COMMENTS ON THE 2020 PROPOSED AMENDMENTS TO THE DIRECTOR'S TECHNICAL RULES**

92

Letter from the CTC SPR with comments on the 2020 Proposed Amendments to the Director's Technical Rules: Assessment Report under the Clean Water Act, 2006 to George Jacoub, Water Research Scientist – Hydrologist, Source Protection Programs Branch, Ministry of the Environment, Conservation and Parks.

**Recommended Resolution:**

***RESOLVED THAT information items presented at the 26<sup>th</sup> meeting of the Credit Valley Conservation Source Protection Authority held December 11, 2020 be received.***

- 8. **NOTICE OF MOTION**
- 9. **QUESTION PERIOD**
- 10. **OTHER BUSINESS**
- 11. **MEETING ADJOURNED**

**TO:** The Chair and Members  
of the Credit Valley Source Protection Authority

**SUBJECT:** **CTC SOURCE PROTECTION REGION CHANGE IN  
LEAD SOURCE PROTECTION AUTHORITY**

**PURPOSE:** **For the Credit Valley Source Protection Authority (SPA) to endorse the change in Lead SPA for the CTC Source Protection Region from Toronto and Region SPA to Credit Valley SPA.**

**BACKGROUND:**

Under Ontario Regulation 284/07, the Credit Valley Source Protection Area (SPA) was grouped with the Central Lake Ontario and Toronto and Region SPAs and called the CTC Source Protection Region (CTC SPR). The Toronto and Region SPA was identified as the lead source protection authority. All legal and transfer payment agreements are made between the province and the lead SPA on behalf of the SPR. The lead and supporting SPA responsibilities are outlined in an annual transfer payment agreement (TPA) that is negotiated and drawn between the lead SPA and the province.

Under the TPA, the lead SPA is charged with general administration of the program, including establishment and management of the Source Protection Committee (SPC) that deliberates and makes policy decisions for the SPR. Two additional types of agreement exist: an agreement between the three SPAs outlining the division of responsibilities and work, and agreements between each SPA and its conservation authority (CA) to authorize the Board of the CA to also act as the Board of the SPA.

Ontario Regulation 284/07 gives a Management Committee comprised of the CAOs of the CAs the authority to request the province make a change in lead SPA. Precedence for a shift in lead SPA for an SPR exists (e.g., Saugeen Valley CA to Grey Sauble CA for the Saugeen, Grey Sauble, Northern Bruce Peninsula SPR).

The CTC CAOs Management Committee recently agreed to submit a request to the Ministry of Environment, Conservation and Parks (MECP) to shift the lead SPA responsibilities from the TRSPA to the CVSPA. The proposed change was endorsed by the CTC SPR Chair after submission of the 2019 CTC SPR annual report regarding the implementation of the Source Protection Plan.

The rationale for this request is primarily based on the fact that the total count for remaining significant drinking water threats (SDWTs) in the CTC region is 424, and of these, the majority (422) are located within the CVSPA (two in the TRSPA and zero in the CLOSPA). In 2015, when the Source Protection Plan became effective, the TRSPA

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and CLOSPA had 479 and eight reported SDWTs respectively, while the CVSPA had 10,116. This distribution of SDWTs was revealed during the completion of the first assessment reports circa 2012.

A phone conversation was held on June 9, 2020 with representatives of MECP to discuss options to authorize a change in lead SPA from Toronto and Region to Credit Valley effective April 2021, the beginning of the provincial 2021-2022 fiscal year. Implications for the current fiscal year's TPA were discussed and three procedural options were outlined, as follows:

- 1) Maintain the current TPA and TRSPA as the lead SPA until April 2021 but shift the Lead SPA responsibilities through an internal agreement between the SPAs. The CTC SPR would then initiate a formal request to amend the regulation identifying the Lead SPA for the 2021-2022 provincial fiscal year.
- 2) The province could terminate the current TPA with the TRSPA and prepare a new TPA with the CVSPA as the lead. Should the TPA be terminated, this would entail a reporting of funds spent to date, processing of refunds if necessary, and then a newly prepared TPA along with a revised workplan inclusive of allocations. The CTC SPR does not currently have the staff resources to complete this work in advance of spring 2021 and it would be inefficient to go through this process.
- 3) Legally draft a 'Consent to Assignment' agreement which would provide permission to the TRSPA to assign duties to the CVSPA. This instrument has never been used as a source water protection tool, and thus would have to be modified through a legal process which could be lengthy.

Option 1 was recommended for two reasons. Firstly, the current fiscal year's TPA between the MECP and the TRCA was signed on Apr 30, 2020 and runs only until March 30, 2021. The legal, accounting, and administrative processes to modify an existing TPA would be lengthy. The CTC SPR Program Manager position was vacant between May and October 2020 and was only recently filled by the CVSPA. A supporting coordinator position has recently been advertised. It was determined that as CTC SPR staff had to assume the responsibilities of the Program Manager during the interim to ensure that critical timelines were met, it was prudent that time not be lost in an administrative disruption.

Secondly, while the lead SPA change could be 'accommodated' by a revision in the TPA without a change in the regulation (as was done for the Saugeen-Grey Sauble lead SPA change), regulatory change is eventually required. As a result, the province suggested that the CTC SPR shift the responsibilities internally for this year and that the CTC initiate the formal regulatory change process in the 2021-2022 fiscal year. MECP will provide the CTC SPR with a list of items that should be considered when initiating the request to amend the regulation.

Option 1 was approved by the CAO Management Committee in order that there is no major disruption in administration of the CTC SPR. It has been agreed that the CVSPA, with the support of SPR staff, will manage the interim progress and financial reporting under the existing 2020-2021 TPA. This decision was discussed and endorsed by the Chair of the CTC SPR.

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Negotiations for renewed TPAs typically start in the fall and the Province will engage with CVSPA for that task. As well, the Province advised that they may consider reaching out to all the SPRs to determine what other SPRs may be interested so that they may proceed with a group amendment. The formal shift in Lead SPA for the Saugeen, Grey Sauble, Northern Bruce Peninsula SPR will be included in this grouping.

TRCA, CVC, and CLOCA have signed a letter agreement that will serve as the interim agreement to transfer Lead SPA responsibilities from TRSPA to CVSPA for the 2020-2021 fiscal year (Schedule A, Appendix 1). The development of this agreement was informed by consultation with MECP staff and prepared by TRCA's legal counsel. Work on the 2021-2022 TPA with the province is expected to begin shortly. A potential list of activities has already been provided to the MECP via Conservation Ontario.

**ANALYSIS:**

As the Credit Valley SPA assumes the lead SPA role, the administration and financial management of the program will shift to Credit Valley Conservation staff. This shift will necessitate establishment of new processes for financial tracking and reporting, records management, and work planning and reporting to MECP.

This shift will also result in more responsibilities for the CVC Board of Directors, in its capacity as a lead source protection authority. Key responsibilities will include:

- Receiving reports on amendments to CTC Assessment Reports and the Source Protection Plan and passing resolutions to submit the amendments to the MECP for approval, as needed. The lead SPA may include comments on proposed amendments to be submitted to MECP.
- Receiving reports on annual implementation progress reporting and passing resolutions to submit the reports to MECP.

Credit Valley Conservation staff are fully engaged in the CTC Source Protection Program will bring relevant reports and regular program updates to the CVC Board of Directors. A program update is provided as Schedule "B" to the agenda for the December 11, 2020, meeting of the CVSPA.

**COMMUNICATIONS PLAN:**

Communications for the CTC Source Protection Region are a shared responsibility among the CTC conservation authorities. The program website ([www.ctcswp.ca](http://www.ctcswp.ca)) is managed by TRCA. Reports regarding the change in lead SPA will be brought to the TRSPA and CLOSPA in early 2021.

**FINANCIAL IMPLICATIONS:**

A transfer payment agreement between TRCA and MECP has been established for source water protection program costs for the 2020-2021 provincial fiscal year. Under

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the letter agreement between the CTC conservation authorities (Schedule 'A', Appendix 1), costs incurred by CVC in undertaking the responsibilities of the lead SPA will be invoiced to TRCA. Negotiations for the transfer payment agreement between CVC and MECP for the 2021-2022 provincial fiscal year are expected to begin over the next month.

**RECOMMENDED RESOLUTION:**

***WHEREAS*** 422 of the 424 remaining significant drinking water threats that are within the CTC Source Protection Region are located within the Credit Valley Source Protection Authority; and

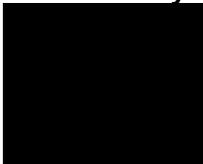
***WHEREAS*** the CTC Management Committee consisting of the CAOs of the Credit Valley, Toronto and Region, and Central Lake Ontario Conservation Authorities have directed staff to transfer lead source protection authority responsibilities from the Toronto and Region Conservation Authority to the Credit Valley Conservation Authority;

***THEREFORE BE IT RESOLVED THAT*** report entitled "CTC Source Protection Region Change In Lead Source Protection Authority" be received and appended to the minutes of this meeting as Schedule 'A'; and

***THAT*** the Credit Valley Source Protection Authority endorse the transfer of Lead Source Protection Authority responsibilities from Toronto and Region Conservation Authority to Credit Valley Conservation Authority for the 2020-2021 Provincial fiscal year, as described in the letter agreement dated October 21, 2020; and further

***THAT*** the Credit Valley Source Protection Authority endorse the request that the Minister of the Environment, Conservation and Parks designate Credit Valley Source Protection Authority as the lead source protection authority for the CTC Source Protection Region under Ontario Regulation 284/07.

**Submitted by:**




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Janet Ivey  
Chief Specialist, Watershed Plans  
and Source Water Protection




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Gayle Soo Chan  
Director, Watershed Knowledge

**Recommended by:**



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Deborah Martin-Downs  
Chief Administrative Officer

October 21, 2020

Deborah Martin-Downs  
CAO  
Credit Valley Conservation Authority  
1255 Old Derry Road  
Mississauga, ON  
[Deb.Martindowns@cvc.ca](mailto:Deb.Martindowns@cvc.ca)

Chris Darling  
CAO  
Central Lake Ontario Conservation Authority  
100 Whiting Avenue  
Oshawa, ON  
[CDarling@cloca.com](mailto:CDarling@cloca.com)

VIA EMAIL

Dear Ms. Martin-Downs and Mr. Darling:

**Re: Letter Agreement for Transfer of Lead Source Protection Authority Responsibilities from Toronto and Region Conservation Authority to Credit Valley Conservation Authority**

This letter will serve as an interim agreement (“**Letter Agreement**”) between Toronto and Region Conservation Authority (“**TRCA**”), and Credit Valley Conservation Authority (“**CVC**”) and Central Lake Ontario Conservation Authority (“**CLOCA**”) governing the division of responsibilities and funding arrangements for the fiscal year 2020-2021 in respect of Drinking Water Source Protection under the *Clean Water Act, 2006*. This Letter Agreement is premised on an in-principle agreement between the parties to transfer the role of Lead Source Protection Authority (“**Lead SPA**”) from TRCA to CVC, and a commitment from the Ministry of Environment, Conservation and Parks (“**MECP**”) to amend Ontario Regulation 284/07 in 2021-2022 to assign the role of Lead SPA to CVC.

Prior to the commencement of the 2021-2022 fiscal year, the parties shall execute a further agreement which shall set out detailed terms and conditions for a) the exercise and performance of the Lead SPA’s powers and duties, and b) other matters related to the relationship between the Lead SPA and the other source protection authorities in the source protection region.

**BACKGROUND**

Under Ontario Regulation 284/07, the Credit Valley Source Protection Area was grouped with the Central Lake Ontario and Toronto and Region Source Protection Areas to form the CTC Source Protection Region. TRCA was identified as the Lead SPA. The Lead SPA is charged

with general administration of the program including the establishment and management of the Source Protection Committee. All legal and transfer payment agreements are made between MECP and TRCA, as the Lead SPA, on behalf of the other two conservation authorities. The transfer payment agreement between MECP and TRCA is dated April 1, 2020.

The Management Committee comprised of the CEO/CAOs of the three conservation authorities recently agreed to submit a request to MECP to shift the lead authority responsibilities from TRCA to CVC. The rationale for the request is primarily that the total count for remaining Significant Drinking Water Threats in the CTC Source Protection Region is 424, and of these the majority (422) are located within CVC's source protection jurisdiction.

MECP has agreed that this shift in responsibility can be formalized through an amendment to Ontario Regulation 284/07 in 2021-2022 to assign the role of Lead SPA to CVC. A transfer payment agreement between MECP and CVC would be executed for the 2021-2022 fiscal year. MECP recommended that an interim agreement be established between the three conservation authorities to provide for the shift in responsibilities and funding for the current fiscal year.

#### **AGREEMENT FOR INTERIM TRANSFER OF RESPONSIBILITIES AND FUNDING**

The transfer of responsibilities shall become effective on the date this Letter Agreement is signed by all parties.

Schedule A to this Letter Agreement further outlines the interim transfer of responsibilities between the parties for the current fiscal year. Schedule B to this Letter Agreement outlines estimated funding arrangements for the current fiscal year, and requirements for CVC submission of invoices to TRCA for reimbursement.

CVC agrees to work together with TRCA to carry out the obligations of the Recipient under the transfer payment agreement between MECP and TRCA, which is appended as Schedule C to this Letter Agreement. CVC further agrees that where TRCA is required to submit documents to MECP, which rely on information received from CVC, that CVC shall execute any document or attestation required by TRCA, acting reasonably.

This Letter Agreement does not affect the existing responsibilities or associated cost estimates under the TPA 2020-2021 for CLOCA.

#### **AMENDMENT TO ONTARIO REGULATION 284/07**

The parties agree to work cooperatively with MECP to effect an amendment to Ontario Regulation 284/07 in 2021-2022 to assign the role of Lead SPA to CVC.

#### **ACCEPTANCE**

If the above terms are acceptable, please so indicate by signing this Letter Agreement in the space provided below and returning a signed copy to the undersigned.

Yours truly,

TORONTO AND REGION CONSERVATION  
AUTHORITY

By: 

Name: John Mackenzie  
Title: Chief Executive Officer

Accepted and agreed to this 3rd day of November, 2020.

CREDIT VALLEY CONSERVATION  
AUTHORITY

By: 

By: 

Accepted and agreed to this 6th day of November, 2020.

CENTRAL LAKE ONTARIO CONSERVATION  
AUTHORITY

By: 

By: \_\_\_\_\_

**SCHEDULE A  
TRANSFER OF RESPONSIBILITIES**

The following responsibilities shall transfer from TRCA to CVC for the 2020-2021 fiscal year:

- a) Assist the Toronto and Region and Central Lake Ontario Source Protection Authorities in exercising and performing their powers and duties under the *Act*;
- b) Provide scientific, technical, planning, communications, direction and administrative support and resources to Toronto and Region and Central Lake Ontario Source Protection Authorities, as well as the CTC Source Protection Committee;
- c) Serve as a liaison between the Ministry and the Toronto and Region and Central Lake Ontario Source Protection Authorities;
- d) Submit the proposed Terms of Reference for the source protection areas in the CTC Source Protection Region, as well as the CTC Source Protection Plan to the Minister;
- e) Submit the Assessment Reports for the source protection areas in the CTC Source Protection Region to the Director, as described in the *Act*;
- f) Prepare and submit to the Minister, amendments to the CTC Source Protection Plan if ordered to do so by the Minister;
- g) In consultation with Toronto and Region and Central Lake Ontario Source Protection Authorities, be responsible for all official postings of information and Notices required by the *Clean Water Act, 2006* and its regulations, however, TRCA shall remain responsible for the website;
- h) Establish and appoint new members to the CTC Source Protection Committee for the CTC Source Protection Region;
- i) In consultation with the Toronto and Region and Central Lake Ontario Source Protection Authorities, recommend appointment of a CTC Source Protection Committee Chair to the Minister of the Environment, Conservation and Parks, as required;
- j) Co-ordinate the preparation of Terms of Reference, Assessment Reports and the CTC Source Protection Plan, as well as any amendments to these documents, so that they do not conflict with each another;
- k) Manage all financial transactions on behalf of the CTC SPR including invoicing for work performed by the participating SPAs
- l) Coordinate the submission of 2021-22 fiscal year activities and negotiate funding with the MECP on behalf of the CTC SPR.
- m) Provide leadership guidance to the CTC Project Manager on strategic matters.
- n) Assist the CTC Source Protection Committee in exercising and performing its powers and duties under the *Act*;
- o) Consider decisions and recommendations from the Management Committee regarding any significant changes to the Program or the staff organization of the Program; and
- p) Carry out any other functions prescribed by the regulations or as agreed to by the Parties.

**SCHEDULE B  
TRANSFER OF FUNDING**

**Estimated Funding Arrangements for Current Fiscal Year**

See attachment.

**Billing Terms**

CVC shall include the following supporting information for all invoices submitted to TRCA:

- (a) a cover letter specifying the expenditure period for which reimbursement is claimed, as well as the total amount of the claims, and confirming receipt of payment for previous claims;
- (b) attestation signed by an authorized representative of CVC that all expenditures claimed are for approved funding under the terms of this Letter Agreement, and certifying the accuracy of the information provided in support of the claim.

TRCA shall pay CVC within thirty business days of receipt of an invoice, provided that the invoice is accompanied by any relevant requested supporting documentation listed above.

ATTACHMENT TO SCHEDULE B

D.1 Staffing <i>(Please list approved project team)</i>	Total Budgeted Time for Project (FTE)	Total Approved Budget	ESTIMATED YTD Actuals (Spent to Date)	Explanation of Associated Expenses and Variance	Budget Forecast Sept 1, 2020 through March 31, 2021	Projected Difference (Savings/costs)	Projected FTE Value at Year End
Program Manager	1.00	\$162,927.20	\$31,081.00	Position will be filled October 2020-March 2021. 6 months at 50% anticipated	\$47,520.43	\$84,325.77	0.48
Program Coordinator	0.50		\$0.00	Position will be filled October 2020-March 2021. 6 months at 50% anticipated	\$0.00	\$0.00	#DIV/0!
GIS Specialist	0.25	\$33,995.00	\$12,690.00	Figures to July 31,2020	\$19,830.42	\$1,474.58	0.24
Communications Specialist	0.10	\$13,963.60	\$0.00	Time spent in Q2 Figures to July 31, 2020	\$8,145.43	\$5,818.17	0.06
Toronto and Region SPA Lead	0.10	\$18,300.00	\$11,873.00	Figures to July 31,2020	\$10,675.00	-\$4,248.00	0.12
TRSPA Technical Support	0.30	\$43,200.00	\$4,482.00	Figures to July 31,2020	\$25,200.00	\$13,518.00	0.21
TRSPA Planning Support	0.15	\$18,162.00	\$5,878.00	Figures to July 31,2020	\$10,594.50	\$1,689.50	0.14
Interim Project Manager CVC	0.05	\$12,332.76	\$11,943.12	months. PM work billed seperately and will be			0.05
Interim Project Manager CVC	0.25		\$0.00	Placeholder for now. CTC PM work to meet legislated deadlines. Used PM rate. August billing will reflect this charge. Billed at 50% of rate to reflect % of duties covered. This includes August billing.	\$0.00	\$0.00	#DIV/0!
Credit Valley SPA Program Lead	0.10	\$16,244.40	\$6,843.24	Reflects actuals to July 31, 2020		\$9,401.16	0.04
Credit Valley SPA Technical Support	0.40	\$47,744.16	\$6,430.14	Reflects actuals to July 31, 2020		\$41,314.02	0.05
Credit Valley SPA Technical Support	0.20	\$26,107.68	\$0.00	Reflects actuals to July 31, 2020		\$26,107.68	0.00
Credit Valley SPA Planning Support	0.10	\$19,503.60	\$2,447.38	Reflects actuals to July 31, 2020		\$17,056.22	0.01
Credit Valley SPA GIS Lead	0.10	\$9,331.80	\$958.58	Reflects actuals to July 31, 2020		\$8,373.22	0.01
Central Lake Ontario Program Lead	0.20	\$25,854.52	\$8,317.01	April - June 2020 - reflects actuals		\$17,537.51	0.06
Central Lake Ontario Technical Support	0.20	\$17,287.50	\$0.00	April - June 2020 - reflects actuals		\$17,287.50	0.00
CLOSPA Planning Support	0.05	\$10,071.52	\$878.34	April - June 2020 - reflects actuals		\$9,193.18	0.00
	<b>4.05</b>	<b>\$475,025.74</b>	<b>\$103,821.81</b>		<b>\$121,965.78</b>	<b>\$248,848.51</b>	<b>#DIV/0!</b>

D.2 Budget Category: Non-Staff Budget <i>(Please add/delete rows as needed to reflect the terms of your agreement)</i>	Total Approved Budget	YTD Actuals (Spent to Date)	Explanation of Associated Expenses and Variance	Budget Forecast January 1, 2020 through March 31, 2020	Projected Difference (Savings)
Staff Travel	\$2,000.00	\$1,500.00	No variance anticipated. Transfer from SPC Costs of 10% (\$1,515) expected to recover additional travel.	\$557.30	-\$57.30
SPC Costs	\$11,200.00		\$2800/meeting x4 Note per diems not paid for 2 meetings in 2019 and 2 in 2020	\$11,000.00	\$200.00
SPC Mileage	\$4,000.00		What happened to 2019 \$ (allowed to be carried over?)		
SPC Insurance	\$2,000.00	\$2,000.00	Assumed paid by TRCA		
Information Management (includes latitude geocortex software, Azure Cloud service)	\$4,000.00		Assumed paid. ESRI license renewal and most other IM/IT expenses are anticipated in Q4. Savings for website hosting and maintenance fees are attributed to transitioning to cloud based hosting services.	\$13,672.04	-\$9,672.04
Other Costs ( Newspaper Advertising)	\$2,020.00	\$0.00	Liability fees for CTC SPC anticipated in Q4; Bus rental for member orientation was not approved, but was in Agreement. Program Manager was instructed to save funds allocated to bus rental (1 K).	\$2,000.00	\$20.00
	<b>\$25,220.00</b>	<b>\$3,500.00</b>	<b>\$21,720.00</b>	<b>\$27,229.34</b>	<b>-\$9,509.34</b>

Total Approved Budget	YTD Actuals (Spent to Date)	Budget Forecast January 1, 2020 through March 31, 2020	Total Projected Difference (Savings)
<b>\$500,245.74</b>	<b>\$107,321.81</b>	<b>\$149,195.12</b>	<b>\$243,728.81</b>

**Schedule C**

**MECP/TRCA Transfer Payment Agreement**

## ONTARIO TRANSFER PAYMENT AGREEMENT

TPON Case No.: 2019-11-1-1423587464  
Other File No. DWSP 2020-21 Toronto and Region

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THE AGREEMENT is effective as of April 1, 2020

### BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as  
represented by the Minister of the Environment, Conservation  
and Parks

(the "Province")

- and -

TORONTO AND REGION CONSERVATION AUTHORITY

(the "Recipient")

### CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### 1.0 ENTIRE AGREEMENT

1.1 The Agreement, together with:

Schedule "A" - General Terms and Conditions  
Schedule "B" - Project Specific Information and Additional Provisions  
Schedule "C" - Project  
Schedule "D" - Budget  
Schedule "E" - Payment Plan  
Schedule "F" - Reports, and

any amending agreement entered into as provided for in section 4.1,

constitutes the entire agreement between the Parties with respect to the subject

matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## 2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

## 3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## 4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

## 5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;

- (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by the Minister of the Environment,  
Conservation and Parks**

May 15, 2020

Date

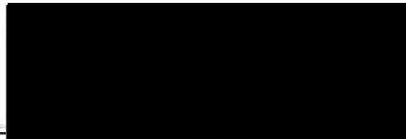


Name: Chloe Stuart  
Title: Assistant Deputy Minister, Land and Water Division

**TORONTO AND REGION CONSERVATION  
AUTHORITY**

April 30, 2020

Date



Name: John MacKenzie  
Title: Chief Executive Officer  
I have authority to bind the Recipient.

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions set out in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**"Budget"** means the budget attached to the Agreement as Schedule "D".

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A13.1.

**"Expiry Date"** means the expiry date set out in Schedule "B".

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement.

**"Indemnified Parties"** means Her Majesty the Queen in Right of Ontario, Her ministers, agents, appointees, and employees.

**"Maximum Funds"** means the maximum Funds set out in Schedule "B".

**"Notice"** means any communication given or required to be given pursuant to the Agreement.

**"Notice Period"** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**"Parties"** means the Province and the Recipient.

**"Party"** means either the Province or the Recipient.

**"Project"** means the undertaking described in Schedule "C".

**"Reports"** means the reports described in Schedule "F".

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds

(including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

**A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A12.1.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;

- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

**A4.4 Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

**A4.6 Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

**A5.2 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

#### **A6.0 CONFLICT OF INTEREST**

**A6.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

**A6.2 Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

**A7.6 Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

**A8.2 Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

**A9.0 INDEMNITY**

**A9.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

**A10.0 INSURANCE**

**A10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

**A12.3 No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not

provide additional Funds to the Recipient.

**A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;

- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

**A15.0 FUNDS UPON EXPIRY**

**A15.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

**A16.0 DEBT DUE AND PAYMENT**

**A16.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A16.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

**A16.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A16.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

**A16.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

## **A17.0 NOTICE**

**A17.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

**A17.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

**A17.3 Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

## **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A18.1 Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **A19.0 SEVERABILITY OF PROVISIONS**

**A19.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **A20.0 WAIVER**

**A20.1 Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

**A20.2 Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

#### **A21.0 INDEPENDENT PARTIES**

**A21.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

#### **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A22.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A22.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

#### **A23.0 GOVERNING LAW**

**A23.1 Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A24.0 FURTHER ASSURANCES**

**A24.1 Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A25.0 JOINT AND SEVERAL LIABILITY**

**A25.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

**A26.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

### **A27.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in Right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

**Project Specific Information**

<b>Maximum Funds</b>	\$500,225.74
<b>Expiry Date</b>	90 days after the final report due date in Schedule "F"
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule "A"</b>	\$1,000.00
<b>Insurance</b>	\$ 2,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	Name: Ministry of the Environment, Conservation and Parks Source Protection Programs Branch  Address: 40 St. Clair Avenue West, 14th Floor, Toronto ON, M4V 1M2  Attention: Pat Kinch, Manager  Email: Pat.Kinch@Ontario.ca  Telephone: (647) 973-6983
<b>Contact information for the purposes of Notice to the Recipient</b>	Name: Toronto and Region Conservation Authority  Address: 101 Exchange Avenue, Vaughan, ON, L4K 5R6  Attention: Jennifer Stephens, Project Manager  Email: Jennifer.Stephens@trca.ca  Telephone: (416) 892-9634

<p><b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b></p>	<p>Name: Michael Tolensky                  Position: Chief Financial and Operating Officer                  Address: 101 Exchange Avenue, Vaughan, ON, L4K 5R6                  Email: Michael.Tolensky@trca.ca                  Telephone: (416) 661-6600 Ext. 5965</p>
<p><b>Recipient's Canada Revenue Agency Business Number</b></p>	<p>10808 8584</p>
<p><b>Recipient's TPCR Registration ID</b></p>	<p>50260</p>

**Additional Provisions**

B.1 [intentionally deleted to preserve numbering]

B.2 The following subsection is added to section 5.1:

(f) the Funds are being provided to the Recipient in furtherance of a public purpose as determined by the Province.

B.3 The following article is added following Article 5.0:

**6.0 TRANSMISSION**

6.1 The Agreement may be validly executed and delivered by means of transmission of signed facsimile or by email transmission of an electronically scanned original signature (such as in PDF file format).

B.4 The following definitions are added to section A1.2 in alphabetical order:

“Act” means the *Clean Water Act, 2006* as amended from time to time.

“AR” means an assessment report for a Source Protection Area or Source Protection Region that is required by the Act.

“CA” means an entity established by or under the *Conservation Authorities Act* or a predecessor of the *Conservation Authorities Act*.

**"CTC"** means the Credit Valley, Toronto and Region, Central Lake Ontario Source Protection Region which, pursuant to Ontario Regulation 284/07: Source Protection Areas and Regions, made under the Act, incorporates the Credit Valley, Toronto and Region, and Central Lake Ontario SPAs.

**"Director"** means the Director of the Source Protection Programs Branch of the Ministry.

**"Director's Technical Rules"** means the rules established by the Director under the Act which set out requirements relating to risk assessments, risk management plans and any matter that is authorized or required to be included in an AR.

**"DWS"** means drinking water system and has the same meaning as in the *Safe Drinking Water Act, 2002* as amended from time to time.

**"FTE"** means a full-time equivalent staff position, calculated by using the number of working hours that represents one full-time employee during a one-year period.

**"GIS"** means geographic information system which is a system designed to capture, store, manipulate, analyze, manage, and present all types of geographically referenced data.

**"Implementing Bodies"** means persons or a public body as defined by the Act responsible for implementing SPP policies.

**"IPZ"** means intake protection zone, an area around a municipal drinking water intake where contaminants from land activities can reach and pollute the drinking water supply.

**"Management Committee"** means the committee established to provide regional oversight on the Project activities covered under this Agreement and may include membership from the SPA board and key program staff.

**"MFIPPA"** means the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario).

**"Minister"** means the Ontario Minister of the Environment, Conservation and Parks.

**"Ministry"** means the Ontario Ministry of the Environment, Conservation and Parks.

When "Ministry" and/or "Minister" are referred to in this Agreement, the reference is to the "Ministry" and/or "Minister" as the regulator.

**"Payment Plan"** means the payment plan attached to the Agreement as

Schedule "E".

**"Proceeding"** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

**"Significant Groundwater Recharge Area"** and **"SGRA"** is a vulnerable area defined by the Act and refers to an area that recharges water to the underlying aquifer in accordance with the Director's Technical Rules.

**"Source Protection Area"** means a drinking water source protection area as established under the Act.

**"Source Protection Authority"** and **"SPA"** mean a source protection authority which has the same meaning as in the Act, namely a CA or other person or body that, under subsection 4 (2) or section 5 of the Act, is required to exercise and perform the powers and duties of a drinking water source protection authority under the Act, as set out in Ontario Regulation 284/07: Source Protection Areas and Regions, made under the Act.

**"Source Protection Committee"** and **"SPC"** mean a committee established under section 7 of the Act for a SPA or SPR established (a) by subsection 4 (1) of the Act or (b) by Ontario Regulation 288/07: Source Protection Committees, made under the Act.

**"Source Protection Plan"** and **"SPP"** mean any of the source protection plans for a SPA or SPR prepared under the Act.

**"Source Protection Region"** and **"SPR"** mean a drinking water source protection region established by Ontario Regulation 288/07: Source Protection Committees, made under the Act.

**"Tables of Drinking Water Threats"** means the Ministry publication titled "Table of Drinking Water Threats: Clean Water Act, 2006" dated December 12, 2008, as amended from time to time and refers to the circumstances under which the prescribed drinking water threats to water quality set out in section 1.1 of Ontario Regulation 287/07: General, made under the Act pose a significant, moderate and low risk to drinking water.

**"TPCR"** means the Government of Ontario's Transfer Payment Common Registration system.

**"Transport Pathways"** means a condition of land resulting from human activity that increases the vulnerability of a raw water supply of a DWS.

**"Vulnerable Area"** means any of (a) a SGRA, (b) a highly vulnerable aquifer, (c) a surface water IPZ, or (d) a WHPA, and refers to areas where drinking water threats may pose a risk to drinking water sources.

**"WHPA"** means wellhead protection area, the land area around a drinking water well where contaminants from land activities can reach and pollute the well water supply.

B.5 The following subsection is added to section A2.1:

- (e) it has and will continue to have for the term of the Agreement, adequate financial resources to cover normal operating expenses and be a going concern.

B.6 [intentionally deleted to preserve numbering]

B.7 The following section is added to Article A2.0:

A2.5 **TPCR.** The Recipient represents, warrants, and covenants that:

- (a) it has completed its registration in TPCR; and
- (b) it will update its information in TPCR as needed to maintain accuracy.

B.8 Subsection A4.1(b) is deleted and replaced by the following:

- (b) provide the Funds to the Recipient in accordance with the Payment Plan, each payment being conditional upon the corresponding criteria being met and subject to adjustment pursuant to the terms and conditions of the Agreement including section A4.9; and

B.9 [intentionally deleted to preserve numbering]

B.10 [intentionally deleted to preserve numbering]

B.11 [intentionally deleted to preserve numbering]

B.12 [intentionally deleted to preserve numbering]

B.13 Article A4.0 is amended by adding the following new sections:

**A4.7 Project Over Budget.** The Recipient acknowledges that should Project expenses exceed the amount of the Funds allocated in the Budget, the Province is not responsible for any additional funding and the Recipient undertakes to incur all further costs necessary to complete the Project.

**A4.8 Intellectual Property.** The Province is not the owner of any intellectual property generated as a result of the Agreement.

**A4.9 Cash Flow Management.** In order to more accurately reflect the Recipient's anticipated cash flow needs (as conveyed to the Province), the Province may delay or divide any instalment of the Funds set out in the Payment Plan. If the instalment amount is so delayed or divided by the Province, the Recipient may request another payment by providing Notice to the Province including a cash flow forecast until the next Report is due and confirmation of the amount of the Funds already spent to date. The Province may provide another payment based on the information so provided.

**A4.10 Budget Flexibility.** Despite subsection A4.3(c), the Recipient may apply limited Budget flexibility as described in section D.2.1 of Schedule "D".

**B.14** Article A5.0 is amended by adding the following new section:

**A5.3 Termination Provisions.** Further to section A5.1, if the Recipient acquires goods, services, or both, with the Funds, the Recipient will use best efforts to include in any associated agreement, a termination provision that enables the Recipient to wind down the Project in a reasonable manner at minimal cost.

**B.15** Article A7.0 is amended by adding the following new section:

**A7.7 Purpose of Receiving Reports.** For clarity, the Province receives Reports or other reports to confirm whether the Recipient is meeting the terms and conditions of the Agreement. The Province does not derive any advice, data or other benefit from such Reports or reports.

**B.16** Subsection A8.1(a) is deleted and replaced by the following:

(a) acknowledge the support of the Province for the Project using the statement "This project has received funding support from the Government of Ontario. Such support does not indicate endorsement by the Government of Ontario of the contents of this material.";

**B.17** Article A8.0 is further amended by adding the following new sections:

**A8.3 Open Data.** Subject to applicable laws, the Recipient gives its consent to the Province for the public release of any information provided under this Agreement including but not limited to the following information, whether in hard copy or in electronic form, on the internet or otherwise: Recipient name, Recipient contact information, Recipient address or general location, amount of Maximum Funds, amount of Funds, Project description, Project objectives/goals, Project location, Project results reported by the Recipient, Budget and any analysis, audit or evaluation

reports relating to the Project or to the Agreement performed by either Party. However, the Province and the Recipient agree that such permission does not apply to the following: NIL

**A8.4 Announcements.** The Recipient shall not publicly announce receiving the Funds or anything to do with the Agreement, including requesting the presence of the Minister of the Environment, Conservation and Parks at one or more Project events, until permitted by the Province.

**A8.5 Use of Ontario logo.** The Recipient may only use the Ontario logo by requesting and obtaining written approval from the Province on use and placement. The placement of the logo on the Recipient's materials will clearly identify the Government of Ontario as a funder, funding supporter or sponsor, and not as a partner or similar.

**B.18 Conjunctions.** Where any sections in this Agreement have been modified to add or delete an item from a list, the "and" or "or" conjunction used before the last item on the list shall be deemed to have been moved to the penultimate item on the modified list.

**B.19** [intentionally deleted to preserve numbering]

**B.20** Section A10.2 is deleted in its entirety and replaced with the following:

**10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
  - (ii) other proof that confirms the insurance coverage required by section 10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

**B.21** The following event is added to section A13.1:

- (e) the Recipient fails to respond to any inquiry of the Province pertaining to the *Public Sector Salary Disclosure Act, 1996* (Ontario).

B.22 The following consequence is added to section A13.2:

- (j) demand the repayment of an amount equal to, at the discretion of the Province, either the interest earned on the amount demanded under subsection (f), (g) or (h), or, in the event that the Recipient did not place the Funds in an interest bearing account in accordance with section A4.4, the interest imputed to be earned on such amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of the Event of Default;

B.23 The following subsections are added to section A16.1:

- (c) deduct from any further instalments of Funds an amount equal to, at the discretion of the Province, either the interest earned on the amount deducted under subsection (a) or, in the event that the Recipient did not place the Funds in an interest bearing account in accordance with section A4.4, the interest imputed to be earned on said amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of overpayment;
- (d) demand that the Recipient pay an amount to the Province equal to, at the discretion of the Province, either the interest earned on the amount deducted under subsection (b) or, in the event that the Recipient did not place the Funds in an interest bearing account in accordance with section A4.4, the interest imputed to be earned on said amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of overpayment;
- (e) deduct the amounts referred to in both subsection (a) and (c) from any further instalments of Funds; or
- (f) demand that the Recipient pay an amount equal to the amounts referred to in both subsection (b) and (d).

B.24 Article A17.0 is amended as follows:

- (a) Each of sections A17.1, A17.2 and A17.3 in Article A17.0 of Schedule "A" is amended by deleting the word "fax" wherever it appears.
- (b) A new section is added following Section A17.3 (Postal Disruption):

**A17.4 Notice by Telephone.** For clarity, Notice may not be given or received by telephone, despite the inclusion of a telephone number (if any) in the table in Schedule "B".

- B.25 The following sections are added to section A28.1, Survival, in chronological order: subsection A2.1(c), section A4.7, section A4.8, section A8.3, section A8.5, subsection A13.2(j), Article A29.0, Article A32.0 and section A34.1.
- B.26 The following new provisions are added following Article A28.0 (Survival)

### **A29.0 FIRST NATION AND MÉTIS CONSULTATION**

**A29.1 Notification.** The Recipient agrees to immediately notify the Province if any First Nation or Métis community raises any concerns about the Project having a potential impact on protected rights.

### **A30.0 ACCESSIBILITY**

**A30.1 Meetings and Events.** As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for meetings, events or similar, the Recipient should consider the accessibility needs of attendees with disabilities, both in terms of physical access to the event/meeting space, as well as access to the event/meeting contents and proceedings. The Recipient will use best efforts to accommodate these needs.

**A30.2 Meetings and Events Examples.** For assistance with the Recipient's commitment pursuant to section A30.1, examples of areas where accessibility should be considered include: refreshment and dietary arrangements; communications (e.g. alternate formats – large print, screen readers, Braille, audio format; assistive technologies); and venue selection.

**A30.3 Venues.** As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for venues at which the public will be in attendance, the Recipient should consider the accessibility needs of attendees with disabilities when selecting a venue, both in terms of exterior and interior access. The Recipient will use best efforts to accommodate these needs.

**A30.4 Venue Examples.** For assistance with the Recipient's commitment pursuant to section A30.3, examples of areas where accessibility should be considered include: parking, sidewalks/paths of travel, accessible transit, entrances and lobbies, elevators, accessible washrooms, hallways and corridors, and meeting and conference rooms.

### **A31.0 ENVIRONMENTAL INITIATIVES**

**A31.1 Meetings.** As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for meetings, the Recipient

will use best efforts to hold virtual meetings instead of requiring attendees to travel to meetings in person.

**A31.2 Printing.** As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for printing, the Recipient will use best efforts to:

- (a) minimize the need to print documents by scanning and e-mailing documents that might otherwise be printed;
- (b) print or copy double-sided and in black and white when printing or copying is necessary; and
- (c) purchase paper from environmentally responsible sources.

**A31.3 Environmentally Responsible Sources.** For assistance with the Recipient's commitments under subsection A31.2(c), environmentally responsible sources provide virgin bulk paper certified by third party verified forest certification systems such as Forest Stewardship Council, CSA Group or Sustainable Forest Initiative.

#### **A32.0 PERSONAL INFORMATION and PARTICIPATION BY MINORS**

**A32.1 Permissions.** The Recipient represents, warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed in the Agreement or during the Project, Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.

**A32.2 Consent of Legal Guardian.** The Recipient acknowledges that it is the responsibility of the Recipient to obtain express written consent from the legal guardian of any minors who are involved in any way with the Project.

**A33.0** [intentionally deleted to preserve numbering]

#### **A34.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

**A34.1 MFIPPA.** The Province acknowledges that the Recipient is bound by MFIPPA and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with MFIPPA.

**- END OF ADDITIONAL PROVISIONS -**

## SCHEDULE "C" PROJECT

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### C.1 BACKGROUND

The Act, in force since 2007, is the legal foundation for a multi-stakeholder, collaborative, locally-driven science-based process to protect drinking water sources. It requires the establishment of ARs which identify activities on the landscape that pose the greatest risk to drinking water sources; these activities are prohibited or managed through local SPPs.

The Act established 38 watershed-based Source Protection Areas. These 38 areas are grouped into 19 planning units comprised of stand-alone Source Protection Areas or SPRs. The 19 SPAs and SPRs are represented by a SPC, and each SPC is led by a Minister-appointed chair.

Through the leadership of the SPAs and SPCs, as of 2016 all 38 Source Protection Areas are covered by an SPP which is being implemented by municipalities and provincial bodies and agencies. Progress is reported annually to the Ministry and summarized in the Minister's Annual Report on Drinking Water.

As the local watershed-level agencies, lead SPAs have an important leadership role for source protection under the Act. They are required to establish and maintain the SPC, provide administrative, technical and scientific support to the SPC, carry out locally initiated amendments to the AR and SPP such as for the inclusion of new or changing municipal residential DWSs, maintain source protection program data to inform local decision-making, monitor SPP implementation, prepare an annual progress report for the Minister to report on local progress, support municipalities in fulfilling their SPP implementation responsibilities, and undertake other functions related to their role including providing advice and technical services to municipal staff, businesses, landowners or other persons about the SPP and the overall drinking water source protection program.

### C.1A DRINKING WATER SOURCE PROTECTION PROGRAM

The Drinking Water Source Protection 2020-21 Program provides funding to support CAs continue to fulfill their responsibilities under the Act and play a coordinating role in the updating of ARs and SPPs as needed.

The Recipient is receiving funding support for this public interest program to lead and deliver the local source protection program for CTC.

### C.2 PROJECT OBJECTIVE

The objective of the Project is to maintain an effective multi-faceted support framework for local source protection work in CTC. This framework will include maintaining source

protection expertise in CTC to support source protection activities as prescribed under the Act, its regulations and rules for CTC and the updating of the SPP as needed.

### **C.3 SCOPE OF PROJECT**

The Recipient will engage local and regional stakeholders, provide source protection expertise and coordinate local activities that support the implementation and updating of the SPP, and fulfill the monitoring and reporting requirements under the SPP for CTC as necessary, as developed for CTC under the Act.

#### **C.3.1 The Recipient will maintain local governance and capacity to facilitate and coordinate source protection initiatives for CTC, which will include:**

- Providing program updates as they arise to the SPA board (two meetings per each member SPA of CTC).
- Hosting two CTC Management Committee meetings, if necessary, for the purposes of program oversight, issues management, and SPP related approvals.

#### **C.3.2 The Recipient will provide maintenance and operation of an informed and engaged SPC for CTC to guide the local planning process. This includes undertaking the following activities in accordance with Ontario Regulation 288/07: Source Protection Committees, made under the Act as amended from time to time:**

- Hosting and facilitating 4 meetings of the SPC.
- Participate in Ministry-hosted SPC Chairs' meetings as scheduled when invited.

#### **C.3.3 The Recipient will monitor and report on SPP implementation progress within CTC, in accordance with requirements set out in the Act, Ontario Regulation 287/07: General, made under the Act and Ministry guidance. This includes undertaking the following activities:**

- Supporting local municipalities and Implementing Bodies in meeting their responsibilities under monitoring policies and the Act's reporting requirements;
- Receiving and maintaining information related to the monitoring policy summaries from Implementing Bodies, including analyzing and interpreting the information received to report on implementation progress to local stakeholders.
- Coordinating the submission of annual reporting requirements from Implementing Bodies, amalgamating information, and analyzing and interpreting the information received.
- Analyzing the effectiveness of the SPP policies.
- Developing and posting publicly the annual progress report on the implementation of the SPP.
- Submitting the annual progress report to the Ministry.

**C.3.4 The Recipient will retain records in accordance with legislative requirements. This includes, but is not limited to, undertaking the following activities:**

- Maintain digital documentation and backups of local source protection information used to produce the AR and SPP to comply with the requirements of the Act.
- Ensuring CTC's ARs, SPP, any amendments and annual progress reports are available on the internet.

**C.3.5 The Recipient will undertake amendments to CTC's SPP under Section 51 of Ontario Regulation 287/07: General, made under the Act, for minor/administrative revisions.**

- If changes to local ARs and SPP under section 51 of the Act have been made, the Recipient will advise the Ministry of said changes and ensure that any new or amended data including SPP policies and geospatial data reflecting new or updated Vulnerable Area delineations are provided to the Ministry.

**C.3.6 The Recipient will issue confirmation notices to municipal DWS owners under section 48 (1.1) of Ontario Regulation 287/07: General, made under the Act and follow protocols outlined in Ministry guidance for new and changing municipal residential DWSs. This includes notices for the following DWS if work is complete:**

- Town of Orangeville
- Town of Erin

**C.3.7 The Recipient will prepare locally initiated amendments to CTC's ARs and SPP under section 34 of the Act and Ministry guidance to incorporate technical assessments completed for any new or expanding municipal residential DWSs. This includes undertaking the following activities:**

- S.34 Amendment #1 – to incorporate technical work and related policies for the new Aurora wellfield in the Regional Municipality of York.
- S.34 Amendment #2 – to incorporate technical work and related policies for Caledon Village Well 3B in the Region of Peel and update the orientation and size of other WHPAs where they have been changed as a result of new monitoring information.
  - To incorporate results of tasks identified in section C.3.10.

**C.3.8 The Recipient will review information it receives from municipalities regarding a proposal to create or modify Transport Pathways in WHPAs or IPZs, or from municipalities or Risk Management Officials as a result of field-verified knowledge of existing Transport Pathways, to determine if AR(s) or SPP should be revised.**

**C.3.9 The Recipient will undertake work to update the AR and SPP under section 36 of the Act to address changes to the Director's Technical Rules and Tables of Drinking Water Threats by completing defined tasks set out in the Minister's Order. This includes the following task from Table 1 of the Ministry's Section 36 Supplemental Guidance Bulletin #3:**

- Director's Technical Rule change pertaining to the addition of circumstances for the establishment and operation of liquid hydrocarbon pipelines as a drinking water threat. Update ARs and SPP to capture pipelines under the prescribed circumstances or text to explain why policies are not warranted.

**C.3.10 The Recipient will address challenges with SPP policies substantiated through annual progress reporting by reviewing options and developing recommendations for the CTC SPC to consider on how to address the challenges including new policy wording where applicable. This includes undertaking the following activities:**

- Review options for addressing challenges with policy SAL-10: review methodology used to delineate Highly Vulnerable Aquifers to determine how to address challenges highlighted by municipalities where Highly Vulnerable Aquifers cover a large portion of the municipality.
- Revise definition of Existing Drinking Water Threat and Transition Provision, to ensure that the effective date and terminology is appropriate.

**C.3.11 The Recipient will undertake consultation requirements related to AR and SPP updates by completing stakeholder and municipal engagement through the use of email, telephone and in limited instances in-person, on proposed changes. This includes undertaking the following activities for section 34 amendments and requirements specified in the Minister's Order under section 36 of the Act:**

- Early engagement with the Ministry on draft AR and SPP updates for section 34 amendments and in accordance with Minister's Order under section 36 of the Act.
- Undertake pre-consultation and public consultation, including public notices, with the Ministry, municipalities and Implementing Bodies impacted by section 34 Amendment #2 noted in C.3.7.

**C.3.12 The Recipient will participate in any ongoing consultation on proposed amendments (Phase 2) to the Director's Technical Rules and if applicable assess and undertake initial work on implementing any new, when approved, amendments, including Tables of Drinking Water Threats only as directed by the Ministry.**

**C.3.13 The Recipient will provide advice and program support to municipal staff to resolve issues with CTC's SPP policy implementation and identify whether updates to AR and SPP are necessary to improve implementation or address water quality or quantity issues. This includes undertaking the following activities:**

- Host 2 meetings, including 1 in person meeting, of the CTC municipal planners working group.
- Host 3 meetings, including 1 in person meeting, of the CTC municipal implementation working group.

**C.3.14 Upon request, the Recipient will provide advice to stakeholders on the review of local applications / planning proposals / decisions in Vulnerable Areas to ensure CTC's SPP policies are considered where required.**

**C.3.15 The Recipient will provide support to municipal residential DWS owners on requirements under the Act and its regulations for water quality risk assessments on new and expanding drinking water wells and intakes. This includes undertaking the following activities:**

- Meet with and provide guidance and advice to owners of new Aurora wellfield in the Regional Municipality of York and Caledon Village well 3B in the Region of Peel.
- Meet with and provide guidance and advice to DWS owners in the Region of Peel updating the orientation and size of WHPAs

**C.3.16 The Recipient will keep municipal councils and councillors informed of local source protection program progress and municipal obligations. This includes undertaking the following activities:**

- Attend municipal council meetings to provide presentations on the source protection program in the Town of Caledon and the Township of Uxbridge.

**C.3.17 The Recipient will maintain the local source protection program, including issues management and participation in, and organization of local, regional and provincial meetings to advance local source protection programs.**

#### **C.4 PROJECT TIMELINES**

The following are the timelines for the Project:

Project Activity/Sub-activity	Start Date	End Date
Maintenance of local governance and capacity to facilitate and coordinate source protection initiatives for CTC. (Section C.3.1)	1-Apr-20	31-Mar-21
Maintain an informed and engaged SPC for CTC to guide the local planning process. (Section C.3.2)  Anticipated meeting dates: Meeting 1 – June 2020 Meeting 2 – October 2020 Meeting 3 – January 2021 Meeting 4 – March 2021	1-Apr-20	31-Mar-21
Monitoring and reporting on SPP implementation progress within CTC in accordance with requirements set out in Act and Ontario Regulation 287/07: General made under the Act and Ministry guidance. (Section C.3.3)  Specifically, <ul style="list-style-type: none"> <li>Submit annual progress report to Ministry.</li> </ul>	1-Apr-20	31-Mar-21  Within timeframe specified by O.Reg. 287/07.
Retaining records in accordance with legislative requirements (Section C.3.4)	1-Apr-20	31-Mar-21
Undertaking amendments to CTC's SPP under Section 51 of Ontario Regulation 287/07: General, made under the Act, for minor/administrative revisions. (Section C.3.5)	1-Apr-20	30-Sep-20
Issuance of confirmation notices to municipal DWS owners under section 48 (1.1) of Ontario Regulation 287/07: General, made under the Act and follow protocols outlined in Ministry guidance for new and changing municipal residential DWSs (Section C.3.6)	1-Apr-20	31-Mar-21
Preparing locally initiated amendments to CTC's ARs and SPP under section 34 of the Act and Ministry guidance to incorporate technical assessments completed for any new or expanding municipal residential DWSs. (Section C.3.7):  <ul style="list-style-type: none"> <li>S.34 Amendment #1 – to incorporate technical work and related policies for the new Aurora wellfield in the Regional Municipality of York.</li> </ul>	1-Apr-20  1-Apr-20	31-May-20  30-Nov-20

Project Activity/Sub-activity	Start Date	End Date
<ul style="list-style-type: none"> <li>S.34 Amendment #2 – to incorporate technical work and related policies for Caledon Village Well 3B in the Region of Peel, update the orientation and size of other WHPAs where they have been changed as a result of new monitoring information, and incorporate results of work identified in section C.3.10.</li> </ul>		
Reviewing information received from municipalities regarding a proposal to create or modify Transport Pathways in WHPAs or IPZs, or from municipalities or Risk Management Officials as a result of field-verified knowledge of existing Transport Pathways, to determine if AR(s) or SPP(s) should be revised. (Section C.3.8)	1-Apr-20	31-Mar-21
Undertake work to update the SPP (under section 36 of the Act) to address changes to the Director's Technical Rules and Tables of Drinking Water Threats by completing tasks from Table 1 of the Ministry's Section 36 Supplemental Guidance Bulletin #3. (Section C.3.9)		
<ul style="list-style-type: none"> <li>Director's Technical Rule change pertaining to the addition of circumstances for the establishment and operation of a liquid hydrocarbon pipelines as a drinking water threat. Update AR and SPP to capture pipelines under the prescribed circumstances or text to explain why policies are not warranted.</li> </ul>	1-Apr-20	3-Nov-20
Undertake the tasks identified in sections C.3.10 to C.3.11 inclusive	1-Apr-20	30-Nov-20
Undertake the tasks identified in sections C.3.12 to C.3.17 inclusive	1-Apr-20	31-Mar-21

### C.5 PROJECT PARTICIPANTS

The Project will be undertaken by the following Project team members:

Organization	Participant Name and Title	Role and responsibility of the participant/organization in the Project
Recipient (CTC)	Project Manager (1.0 FTE)	Responsible for overseeing and facilitating AR and SPP work set out in Section C3 of the Agreement.

		Day-to-day project management, issues management, staff coordination, budget reporting, communications and consultation, primary contact for stakeholders.
Recipient (CTC)	GIS Specialist (0.25 FTE)	Maintenance of CTC contribution to annual reporting database, s. 34 Amendments; provision of support and advice on the review of local applications and decisions in vulnerable areas.
Recipient (CTC)	Communications Specialist (0.10 FTE)	Support for maintenance of the CTC website, consultation requirements and assistance with preparation of annual report.
Toronto and Region SPA	Program Lead (0.10 FTE)	Assist with day-day integration of program into SPA business, support for CTC SPC, Lead for s.34 at SPA; Provision of support and advice on the review of local applications and decisions in vulnerable areas.
Toronto and Region SPA	Technical Support (0.30 FTE)	Lead for drafting new text for AR to incorporate amendments, support for annual reporting, support for CTC SPC; Provision of support and advice on the review of local applications and decisions in vulnerable areas.
Toronto and Region SPA	Planning Support (0.15 FTE)	Support for review of transition provision and definition of existing drinking water threat. Provision of support and advice on the review of local applications and decisions in vulnerable areas
Credit Valley SPA	Issues Lead (0.05 FTE)	Assist with day-day integration of program into SPA business, support for CTC SPC. Provision of support and advice on the review of local applications and decisions in vulnerable areas.
Credit Valley SPA	Program Lead (0.10 FTE)	Assist with day-day integration of program into SPA business, support for CTC SPC. Lead for s.34 amendment at SPA. Provision of support and advice on the review of local applications and decisions in vulnerable areas.
Credit Valley SPA	Technical Support (0.40 FTE)	Lead for drafting new text for AR to incorporate amendments, support for annual reporting, support for CTC SPC. Provision of support and advice on the

		review of local applications and decisions in vulnerable areas.
Credit Valley SPA	Technical Support (0.20 FTE)	Support for s.34 Amendment at SPA. Provision of support and advice on the review of local applications and decisions in vulnerable areas.
Credit Valley SPA	Planning Support (0.10 FTE)	Support for review of transition provision and definition of existing drinking water threats. Provision of support and advice on the review of local applications and decisions in vulnerable areas.
Credit Valley SPA	GIS Lead (0.10 FTE)	Lead for s.34 mapping at SPA. Provision of support and advice on the review of local applications and decisions in vulnerable areas.
Central Lake Ontario SPA	Program Lead (0.15 FTE)	Lead for records retention and provision of mapping for SPA. Provision of support and advice on the review of local applications and decisions in vulnerable areas.
Central Lake Ontario SPA	Technical Support (0.15 FTE)	Lead for drafting new text for AR to incorporate amendments, support for annual reporting support for CTC SPC.
Central Lake Ontario SPA	Planning Support (0.05 FTE)	Support for review of transition provision and definition of existing drinking water threat. Provision of support and advice on the review of local applications and decisions in vulnerable areas.
<b>Total FTE</b>	<b>3.20</b>	

Should there be any changes to the above-noted Project team members, the Recipient will advise the Province forthwith. Changes include additions, replacements and vacancies.

## C.6 PERFORMANCE MEASURES AND TARGETS

### C.6.1 Scope Obligations

The following summarizes the goods, services or other outputs that the Recipient will be producing in undertaking the Recipient's Project.

Description of Products	Number
CTC SPP Annual Report	Per section C.3.3
Section 51 Amendment of the CTC SPP	Per section C.3.5
Confirmation notices to municipal DWS owners under section 48 (1.1)	Per section C.3.6
Section 34 Amendment #1 of the CTC SPP	Per section C.3.7
Section 34 Amendment #2 of the CTC SPP	Per section C.3.7

### C.6.2 Targets to Measure Success

In carrying out the Project, the Recipient will use the following measures and aim to meet the following targets to measure its success in meeting the Project objective(s):

Objective(s)	Performance Measures	Performance Targets
To maintain an effective multi-faceted support framework for local source protection work in CTC	Ability to meet deadlines	<ul style="list-style-type: none"> <li>• Annual reporting requirements completed and submitted to Ministry on time.</li> </ul>
To maintain an effective multi-faceted support framework for local source protection work in CTC	Ability to provide access to local source protection data	<ul style="list-style-type: none"> <li>• SPA maintains/presents data that is current and accessible.</li> </ul>
To maintain an effective multi-faceted support framework for local source protection work in CTC	Functionality of SPC	<ul style="list-style-type: none"> <li>• SPC achieves quorum at all its meetings</li> </ul>
To maintain an effective multi-faceted support framework for local source protection work in CTC	Usefulness of info provided	<ul style="list-style-type: none"> <li>• Municipalities and municipal councils have an awareness of their role in drinking water source protection</li> <li>• 100% of Implementing Bodies identified in local SPPs are familiar with their policy implementation obligations</li> </ul>
To maintain an effective multi-faceted support framework for local source protection work in CTC	Responsiveness to issues	<ul style="list-style-type: none"> <li>• Policy challenges are identified and addressed through updates to the SPP.</li> </ul>
To maintain an effective multi-faceted support framework for local source protection work in CTC	Timeliness of information provided	<ul style="list-style-type: none"> <li>• All municipal residential drinking water systems that are online have been included or identified for future inclusion in the local SPP.</li> </ul>
To maintain an effective multi-faceted support framework for local source protection	Fulfillment of legislative consultation requirements	<ul style="list-style-type: none"> <li>• All municipalities impacted by proposed AR and SPP amendments and updates</li> </ul>

work in CTC		are consulted and provided opportunities to comment <ul style="list-style-type: none"><li>• 100% of AR and SPP amendments/ updates are shared with MECP for early engagement comments</li></ul>
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- END OF PROJECT DESCRIPTION AND TIMELINES -

**SCHEDULE "D"  
 BUDGET**

**D.1 BUDGET TABLE**

**Column Legend**

A = B + C + D + E + F + G, where:

A = Project budget;

B = Amount from the Funds

C = Recipient contribution (confirmed)

D = Other cash contributions (confirmed)

E = Other in-kind contributions (confirmed)

F = Requested contributions (unconfirmed)

G = Balance to be secured

Project Expenditures	A Project budget	B Amount from the Funds	Other Contributions			F Requested	G Balance to be secured
			C Recipient	D Cash	E In-kind		
<b>STAFF</b>							
CTC Project Manager (1.0 FTE)	\$162,927.20	\$162,927.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CTC GIS Specialist (0.25 FTE)	\$33,995.00	\$33,995.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Project Expenditures	A Project budget	B Amount from the Funds	Other Contributions				G Balance to be secured
			C Recipient	D Cash	E In-kind	F Requested	
CTC Communications Specialist (0.10 FTE)	\$13,963.60	\$13,963.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Toronto and Region Program Lead (0.10 FTE)	\$18,300.00	\$18,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Toronto and Region Technical Support (0.30 FTE)	\$43,200.00	\$43,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Toronto and Region Planning Support (0.15 FTE)	\$18,162.00	\$18,162.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Credit Valley Issues Lead (0.05 FTE)	\$12,332.76	\$12,332.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Credit Valley Program Lead (0.10 FTE)	\$16,244.40	\$16,244.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Credit Valley Technical Support (0.40 FTE)	\$47,744.16	\$47,744.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Credit Valley Technical Support (0.20 FTE)	\$26,107.68	\$26,107.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Project Expenditures	Other Contributions						G Balance to be secured
	A Project budget	B Amount from the Funds	C Recipient	D Cash	E In-kind	F Requested	
Credit Valley Planning Support (0.10 FTE)	\$19,503.60	\$19,503.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Credit Valley GIS Lead (0.10 FTE)	\$9,331.80	\$9,331.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Central Lake Ontario Program Lead (0.15 FTE)	\$25,854.52	\$25,854.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Central Lake Ontario Technical Support (0.15 FTE)	\$17,287.50	\$17,287.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Central Lake Ontario Planning Support (0.05 FTE)	\$10,071.52	\$10,071.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Sub-total</b>	<b>\$475,025.74</b>	<b>\$475,025.74</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TRAVEL AND HOSPITALITY</b>							

Project Expenditures	Other Contributions						Balance to be secured
	A Project budget	B Amount from the Funds	C Recipient	D Cash	E In-kind	F Requested	
Staff travel to support activities in Section C.3.							
Staff travel to meet with municipalities \$1500							
Staff travel to meet with municipal councils/councillors \$300	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Attendance at 1 regional program managers meeting \$100							
Meetings with municipalities for S.34 amendment \$100							
<b>Sub-total</b>	<b>\$2,000.00</b>	<b>\$2,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>OTHER</b>							
SPC member per diems (\$2800 per meeting x 4 meetings)	\$11,200.00	\$11,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Project Expenditures	Other Contributions						G Balance to be secured
	A Project budget	B Amount from the Funds	C Recipient	D Cash	E In-kind	F Requested	
SPC member mileage (\$1000 per meeting x 4 meetings)	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SPC member Liability insurance	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Latitude Geocortex software	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Azure Cloud Service	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Newspaper advertising to support S.34 consultation	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Sub-total</b>	<b>\$23,200.00</b>	<b>\$23,200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTALS</b>	<b>\$500,225.74</b>	<b>\$500,225.74</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

## D.2 NOTES TO BUDGET TABLE

### D.2.1 Budget Table Columns

- (a) **Total Project Amount.** If the budget for the Project exceeds the total amount for column A by 10%, the Recipient will notify the Province forthwith.
- (b) **Standard Budget Flexibility.** The Recipient may move Funds between expense lines in column B, Amount from the Funds, in the Budget table in section D.1 without approval from the Province, except as limited below:
- (i) Funds in column B, Amount from the Funds, cannot be moved to any expense lines under the Budget category "Other" (if any);
  - (ii) The Recipient may not reduce the Funds allocated to any expense line by more than ten percent (10%) of its allocation as shown in the Budget table; and
  - (iii) The Recipient may not increase the Funds allocated to any expense line by more than twenty percent (20%) of its allocation as shown in the Budget table.
- (c) [intentionally deleted to preserve numbering]
- (d) [intentionally deleted to preserve numbering]
- (e) [intentionally deleted to preserve numbering]
- (f) [intentionally deleted to preserve numbering]
- (g) [intentionally deleted to preserve numbering]
- (h) **Acknowledgement.** The Province acknowledges that the Recipient may, in its sole discretion, reallocate the amounts in columns C, D, E and F, among the expense lines in the Budget table. The Recipient acknowledges that should such reallocations be made; the Province may reassess its contribution to the Project and take such actions as permitted in accordance with the Agreement.

### D.2.2 Expense Eligibility

The following Budget notes are intended to provide clarity to the Recipient on how the Funds may be spent.

- (a) **Ineligible costs** – For clarity, in addition to any other costs identified or described as ineligible in the Agreement, the following is a non-exhaustive list of costs for

which the Province will not provide any Funds, unless explicitly stated otherwise in this Agreement:

- (i) **Fundraising** – any costs related to developing a business case, funding proposal or other activity with a similar aim;
  - (ii) **Lobbying** – any costs related to activities undertaken with the actual or perceived intention of lobbying;
  - (iii) **Non-Project costs** – any costs not directly related to the Project;
  - (iv) **Pre-Project costs** – any costs incurred prior to the Effective Date;
  - (v) **Purchase of equipment or capital items** – tangible property that has a lifespan longer than one year or the length of the Project, whichever is less, but does not include consumables or items with a value less than \$100;
  - (vi) **Overhead** – fixed or variable costs incurred by the Recipient regardless of the Project (e.g. mortgage, rent, insurance, hydro for the Recipient's regular operations, except for staff);
  - (vii) **Honoraria** – amounts voluntarily paid by the Recipient for services or other contribution to the Project;
  - (viii) **Professional association dues** – any costs related to Project participants' professional association dues/fees.
  - (ix) **Hospitality for meetings** – any hospitality costs associated with any meetings listed in Section C.3 of this Agreement.
  - (x) **Refundable expenses** – costs deemed ineligible in accordance with section A4.6 of Schedule "A"; and
  - (xi) Any costs which the Province informs the Recipient it considers, in its sole discretion, to be an inappropriate expenditure of public funds.
- (b) Staffing costs noted in the budget table in D.1. include direct costs (salaries, Benefits) and project administration expenses, support services and some overhead costs of no more than \$95,005.15
- (c) **Administration Expenses** (under "Other") – Administration expenses are comprised of disbursements such as postage/courier charges, photocopying charges, office supplies, and financial institution service fees incurred in carrying out the Project. The Funds may not be used for avoidable financial institution service fees (e.g. NSF charges). For clarity, administration expenses do not include items such as salary and wages, rent, travel, accommodation and meal expenses, computers, legal fees, audit fees, engineering fees, and other

professional fees. Notwithstanding anything contained herein, the portion of administration expenses covered by the Funds shall not include: N/A.

- (d) **Support Services** (under "Other") – Support services refer to the time spent by staff in human resources, finance, information technology, and communications departments providing administrative support that can be **reasonably attributable to the Project**. Project managers and key Project participants are not included in support services. Notwithstanding anything contained herein, the portion of support services covered by the Funds shall not include: N/A.
- (e) **Equipment/Capital Item Rental** – The Province *may* approve the purchase instead of the rental of equipment or capital items that fulfill the following criteria: (i) the equipment or capital item is being used on multiple occasions throughout the Project; (ii) total rental costs are greater than the one-time purchase cost; and (iii) without the Project, it is unlikely that the Recipient would purchase the equipment or capital item. If wishing to purchase the equipment or capital item using the Funds, the Recipient must request approval from the Province prior to acquisition of the equipment or capital item.
- (f) **Transportation** (under "Travel and Hospitality") – Transportation refers to the provision of transportation for meetings or events to the Recipient's staff or contractors or meeting/event attendees if specified in the Budget. The amount from the Funds used for transportation will be calculated according to the rates in the [Ontario Government's Travel, Meal and Hospitality Expenses Directive](#) that is current as of the date that the expense is incurred. Transportation will be by the most practical and economical method; tickets (e.g. train, airplane) purchased must be for economy/coach class and when renting a vehicle, the Funds may only be used for a compact model or its equivalent unless approval for a different model is obtained from the Province prior to rental. **The Funds under this Budget line may not be used for:**
- transportation for meeting/event attendees when the distance to the meeting or event venue is **less than: N/A km**.
- (g) **Accommodation** (under "Travel and Hospitality") – Accommodation refers to the provision of accommodation for meetings or events to the Recipient's staff or contractors or other meeting/event attendees if specified in the Budget. Accommodation will be in a standard room; the Funds may not be used for hotel suites, executive floors or concierge levels. **The Funds under this Budget line may not be used for:**
- accommodation for the Recipient's staff or contractors when the distance to the meeting or event venue is less than **100 km**;
  - accommodation for meeting/event attendees; or
  - penalties incurred for non-cancellation of guaranteed hotel reservations.
- (h) **Food and Beverage** (under "Travel and Hospitality") – The Recipient may use the Funds for the provision of food or beverages to the Recipient's staff or contractors

when travelling for Project-related work. The Funds may only be used for meals during such travel periods, subject to the limitations below. The amount from the Funds used for food or beverage will be calculated according to the rates in the [Ontario Government's Travel, Meal and Hospitality Expenses Directive](#) that is current as of the date that the expense is incurred. **The Recipient may only use the Funds for food and beverage if it is collecting and retaining itemized receipts that verify the expenditure.** In addition, the Funds under this Budget line may not be used for:

- non-meal food and beverages;
  - alcohol;
  - meals when the travel period is less than 5 hours, calculated from the time the Recipient's staff or contractor leaves their normal place of business (or reasonable alternative origin) to the time the Recipient's staff or contractor returns to the normal place of business (or reasonable alternative destination);  
or
  - meals during travel when travel is a part of the Recipient's staff's or contractor's regular job duties.
- (i) **Services** – Costs for services may include reasonable disbursements in addition to fees. However, the Funds may not be used for the following disbursements:  
N/A.

### D.2.3 Pre-Agreement Procurements

- (a) [intentionally deleted to preserve numbering]

- END OF BUDGET -

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**SCHEDULE "E"  
PAYMENT PLAN**

**E.1 PAYMENT TABLE**

<b>CRITERIA</b>	<b>AMOUNT</b>
Following Province execution of Agreement evidencing approval of Recipient Project proposal	\$250,113.00
Following Province approval of first interim progress report and first financial progress report as set out in Schedule "F"	\$150,068.00
Following Province approval of draft final report as set out in Schedule "F"	\$100,044.74
<b>TOTAL</b>	<b>500,225.74</b>

**NOTE: The amounts above may be adjusted pursuant to the terms and conditions of the Agreement, including section A4.9 (as found in section B.13 of Schedule "B").**

**- END OF PAYMENT PLAN -**

**SCHEDULE "F"  
 REPORTS**

**F.1 REPORT TABLE**

Name of Report	Due Date
1. Additional Funding Report(s)	An on-going obligation of the Recipient following the Recipient's receipt of notification that it will be receiving additional funding for the Project
2. Procurement Report(s)	Immediately following selection of preferred proponent if applicable
3. Interim Progress Report(s)	#1 – 10/30/2020
4. Financial Progress Report(s)	#1 - 10/30/2020
5. Draft Final Report	02/26/2021
6. Final Report	04/30/2021
7. Reports as specified from time to time	On a date or dates specified by the Province.

**F.2 REPORT DUE DATE**

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

For any Report due on March 31 in a year when March 31 is not on a Business Day, the due date of such report is deemed to be the Business Day immediately prior to March 31.

**F.3 REPORTING TEMPLATES**

When reporting to the Province, the Recipient will use the templates provided by the Province (if any).

**F.4 SUPPORTING DOCUMENTATION**

For clarity, the Province may request supporting documentation from the Recipient as part of the Reports submitted as described in this schedule.

## **F.5 REPORT DETAILS**

### **F.5.1 Additional Funding Reports.** Additional Funding Reports will set out:

- (a) an accounting of any other funding received or to be received by the Recipient if not already set out in the Agreement, including the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding is supporting; and
- (b) confirmation that there is no overlap of funding from the Province and from the other funding entities.

### **F.5.2 Procurement Reports.** Procurement Reports will set out:

- (a) a description of the procurement process followed by the Recipient to acquire goods or services required to perform the Project; and
- (b) a justification for the selection of the preferred proponent which evidences value for money, including, if applicable, confirmation from the supplier that they are the sole supplier of the goods.

### **F.5.3 Interim Progress Reports.** Interim Progress Reports will set out:

- (a) actions undertaken to the date of the report including key milestones achieved, with reference to specific paragraphs of section C.3 (Scope of Project) including the performance measures listed in section C.6.1;
- (b) progress achieved to date on the performance targets listed in section C.6.2 and how they relate to the objective(s)/desired outcomes of the Project identified in section C.2;
- (c) for any staff position covered in whole or in part by some or all the Funds, confirmation of the time spent by the staff person on the Project;
- (d) any variances from the timelines, the reasons for such variances and the strategy used to correct the variances; and
- (e) a statement confirming the Recipient is in compliance with the terms and conditions of the Agreement except as disclosed in the interim progress report, signed by the Chief Operating Officer, the Board chair or equivalent.

### **F.5.4 Financial Progress Reports.** Financial Progress Reports will set out:

- (a) an interim accounting of all Project expenditures to date (both and specifically from the Funds) signed by the Chief Financial Officer, the Board chair or equivalent, confirming actual Project expenditures and providing an explanation for any variances from the Budget;

- (b) identification of Funds reallocated in accordance with section A4.10 (as found in section B.13), including rationales for the reallocations;
- (c) an accounting of any other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding is supporting as well as a statement confirming that there is no overlap of funding from the Province and from any other organization; and
- (d) a high-level monthly spending forecast (e.g. total per month) for the remainder of the Project.

**F.5.5 Draft Final Report.** The Draft Final Report will:

- (a) include draft versions of all the information required for the Final Report as described below except for (e).

**F.5.5 Final Report.** The Final Report will set out:

- (a) actions undertaken in carrying out the Project including key milestones achieved, with reference to specific paragraphs of section C.3 (Scope of Project) including the performance measures listed in section C.6.1;
- (b) a description of to what extent the performance targets listed in section C.6.2 were met;
- (c) a description of to what extent the Project objectives/desired outcomes as identified in section C.2 were met and set out lessons learned;
- (d) for any staff position covered in whole or in part by the some or all the Funds, confirmation of the time spent by the staff person on the Project;
- (e) a final accounting of all Project expenditures (both and specifically from the Funds) signed by the Chief Financial Officer, the Board chair or equivalent, confirming actual Project expenditures and providing an explanation for any variances from the Budget;
- (f) an accounting of any unspent Funds and an explanation as to why there are remaining Funds;
- (g) an accounting of any interest earned in accordance with section A4.4;
- (h) identification of Funds reallocated in accordance with section A4.10 (as found in section B.13), including rationales for the reallocations;

- (i) a final accounting of the other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding supported as well as a statement confirming that there has been no overlap of funding from the Province and from any other organization; and
- (j) a statement signed by the Chief Operating Officer, the Board chair or equivalent confirming Recipient compliance with the terms and conditions of the Agreement, except as disclosed in the final report.

**F.5.6 Other Reports.** The Province will specify the timing and content of any other Reports as may be necessary.

**- END OF REPORTING -**

**TO:** The Chair and Members  
of the Credit Valley Source Protection Authority

**SUBJECT:** **CTC SOURCE PROTECTION REGION PROGRAM  
UPDATE**

**PURPOSE:** **To inform the Chair and Members of the Credit Valley Source Protection Authority of the current status of the CTC Source Protection Region program.**

**BACKGROUND:**

As per Schedule 'A' to the December 11, 2020, meeting of the Credit Valley Source Protection Authority (CVSPA), the CVSPA is assuming the responsibilities of the Lead Source Protection Authority (SPA) for the CTC Source Protection Region (SPR) from Toronto and Region SPA. An agreement among Credit Valley Conservation (CVC), Toronto and Region Conservation Authority (TRCA), and Central Lake Ontario Conservation Authority has been signed to shift responsibilities for the 2020-2021 provincial fiscal year. It is expected that the Ministry of the Environment, Conservation and Parks (MECP) will amend Ontario Regulation 284/07 to formally assign the role of Lead SPA to CVSPA during the 2021-2022 provincial fiscal year.

Transfer Payment Agreements (TPAs) are negotiated annually between MECP and the lead SPA to fund conservation authority responsibilities under the *Clean Water Act*, including coordinating updates to assessment reports (ARs) and the Source Protection Plan (SPP). The TPA sets out the annual work plan for the source protection region.

**ANALYSIS:**

After a gap of five months, a new CTC Program Manager has been hired by CVC (Janet Ivey, Chief Specialist, Watershed Plans and Source Water Protection). A supporting Coordinator position has been advertised and will be filled shortly. These staff, with the support of technical and planning staff across the CTC SPAs, will coordinate lead SPA activities.

The staff of the lead SPA are responsible for maintaining local capacity to facilitate and coordinate source protection initiatives within the CTC. This includes maintaining an informed and engaged Source Protection Committee (SPC). The CTC SPC is a 21-member committee with representation from municipal, economic, and environmental sectors. Recruitment of new members to fill six vacancies and five expiring terms of appointment on the committee will be a key task in 2021.

**SCHEDULE 'B'**  
**PAGE -2-**  
**2020-12-11**

Table 1 summarizes the current status of CTC program activities as set out in the 2020-2021 TPA. In addition to the activities described in Table 1, the lead SPA also is responsible for retaining records in accordance with legislated requirements and posting information to the program website ([www.ctcswp.ca](http://www.ctcswp.ca)).

**Table 1: Current Status of CTC Program Activities**

Program Activity	Status/Timeline
Track and support implementation: <ul style="list-style-type: none"> <li>• Submit an annual progress report to MECP</li> <li>• Review SPP policies with implementation challenges and support municipal staff to resolve issues</li> </ul>	<ul style="list-style-type: none"> <li>• Annual progress reporting is underway, due March 31, 2021.</li> <li>• CTC SPA staff will support municipal staff in developing a workplan to complete risk management plans for significant drinking water threats by the MECP-approved extended deadline of December 31, 2023. A work plan summary is due to MECP by February 1, 2021.</li> </ul>
Coordinate updates to ARs and SPP: <ul style="list-style-type: none"> <li>• Minor/administrative updates</li> <li>• Locally initiated amendments to incorporate technical assessments for new or expanding municipal residential drinking water systems. Issue notices to municipal drinking water system owners.</li> <li>• Undertake early engagement with MECP, pre-consultation with implementing bodies, and public consultation in support of amendments</li> </ul>	CTC SPA staff are supporting locally initiated amendments for the following systems, with anticipated dates of submission to MECP ranging from early 2021 into 2022: <ul style="list-style-type: none"> <li>• Newmarket-Aurora wellfields wellhead protection area update</li> <li>• Peel Region groundwater model update</li> <li>• Durham Region groundwater model update</li> <li>• New Enwave-Toronto Island Water Treatment Plant intake</li> <li>• Town of Erin water supply</li> <li>• Town of Orangeville new water supply</li> </ul> SPAs are required to check for completeness of the technical work supporting amendments (against the technical rules), accept, and amend the ARs.
Review the need to create or modify transport pathways in Wellhead Protection Areas or Intake Protection Zones and associated updates to ARs and the SPP	Technical review is underway.
Participate in consultation on proposed changes to the Director's technical rules	Comments on proposed changes to the technical rules were submitted in November 2020.
Provide advice to stakeholders on the review of local applications, planning proposals, and decisions in vulnerable areas to ensure CTC SPP policies are considered	Ongoing.

**COMMUNICATIONS PLAN:**

Communications for the CTC Source Protection Region are a shared responsibility among the CTC conservation authorities. The program website ([www.ctcswp.ca](http://www.ctcswp.ca)) is currently managed by TRCA.

**FINANCIAL IMPLICATIONS:**

All costs associated with this program are covered by the Ontario Ministry of Environment Conservation and Parks under an annual transfer payment agreement that runs on the province's fiscal year to March 31, 2021.

**RECOMMENDED RESOLUTION:**

*RESOLVED THAT the report entitled CTC Source Protection Region Program Update be received and appended to the minutes of this meeting as Schedule 'B'.*

**Submitted by:**



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Janet Ivey  
Chief Specialist, Watershed Plans  
and Source Water Protection

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Gayle Soo Chan  
Director, Watershed Knowledge

**Recommended by:**



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Deborah Martin-Downs  
Chief Administrative Officer

2020-12-11



5 Shoreham Drive Downsview, ON M3N 1S4  
T. 416-661-6600 | info@trca.on.ca

**CTC Source Protection Region**

Toronto and Region Source Protection Authority

Debbie Balika  
Source Water Protection Lead  
Conservation Ontario  
120 Bayview Parkway  
Newmarket ON L3Y 3W3

Via email only to [dbalika@conservationontario.ca](mailto:dbalika@conservationontario.ca)

November 2, 2020

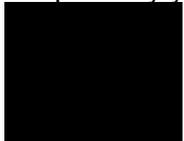
**Re: CTC SPR comments on the 2020 Proposed Amendments to the Director's Technical Rules: Assessment Report under the Clean Water Act, 2006**

Dear Ms. Balika,

On August 11, 2020, the Ontario Ministry of the Environment, Conservation and Parks released a proposal to update the Director's Technical Rules for assessing drinking water source protection vulnerability and risks under the Clean Water Act, 2006 (Environmental Registry of Ontario (ERO) #019-2219).

CTC Source Protection Region staff have reviewed the proposed amendments and prepared a summary of comments (attached) for consideration by Conservation Ontario.

Respectfully yours,



Janet Ivey  
CTC SPR Program Manager

Chief Specialist, Watershed Plans and Source Water Protection  
Credit Valley Conservation Authority

CC: CTC Source Protection Committee

**TO:** Chair and Members of the CTC Source Protection Committee

**DATE:** October 15, 2020

**FROM:** Gayle Soo Chan, Director - Watershed Knowledge, Credit Valley Conservation  
Janet Ivey, Chief Specialist - Watershed Plans and Source Water Protection, Credit Valley Conservation

**RE:** Review of the 2020 Proposed Amendments to the Director's Technical Rules: Assessment Report under the *Clean Water Act, 2006*

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## KEY ISSUE

Report to the CTC Source Protection Committee (SPC) summarizing preliminary comments on the proposed amendments to the Director's Technical Rules, and the resources that would be required to update the Assessment Report for compliance.

## BACKGROUND

On August 11, 2020, the Ontario Ministry of the Environment, Conservation and Parks (MECP) released their proposal to update the Director's Technical Rules for assessing source protection vulnerability and risks under the *Clean Water Act, 2006*. The proposed updates are primarily intended to address editorial, technical and implementation gaps that have been articulated by Project Managers and Risk Management officials since the approval of the Source Protection Plans. The MECP indicates that the proposed updates are to help ensure that source protection efforts are supported by current science and that the quality of Ontario's drinking water continues to be protected, as committed to in the draft Made-in-Ontario Environment Plan, 2019.

The proposed updates have been posted to the Environmental Registry of Ontario (English: <https://ero.ontario.ca/notice/019-2219> ; French: <https://ero.ontario.ca/fr/notice/019-2219>) for a 90-day public consultation period, which will close at 11:59 P.M. on Monday, November 9, 2020.

CTC staff have reviewed the proposed amendments and prepared a list of comments. Table 1 (attached) summarizes the proposed amendments and CTC staff comments. It is anticipated that MECP staff will hold meetings or provide further clarification regarding the proposed amendments prior to the end of the consultation period. CTC comments may be refined following MECP's clarification and will be provided to Conservation Ontario, who is compiling comments on behalf of all Source Protection Authorities (SPAs).

## PURPOSE

The stated objectives of the proposed amendments to the Director's Technical Rules are to:

- Address alignment of technical terms and definitions with other provincial legislation under the *Environmental Protection Act, Ontario Water Resources Act (OWRA)* and *Nutrient Management Act (NMA)*.
- Reduce administrative burden and allow local flexibility to do technical work while maintaining technical rigour.

- Address implementation and technical challenges flagged by municipalities, Source Protection Authorities, and Source Protection Committees.
- Support the draft Made-in-Ontario Environment Plan, 2019 (e.g. climate change vulnerability and threats from road salt activities).
- Support the ongoing Source Protection Plan updates per Minister's Order (Section 36).

## ANALYSIS

### **Definitions, Editorial and Legislative consistency amendments:**

The majority of the proposed amendments consist of editorial or consistency clarifications to address ambiguities reported in the existing technical criteria under the Clean Water Act, 2006. Staff have reviewed the wording and content of the amendments and generally concur that they do provide added clarity, direction, and technical guidance for the preparation of future amendments to the Assessment Report.

Staff are currently reviewing the implications of the proposed editorial changes with respect to the resulting changes that would be required to the existing Assessment Reports and scheduled Section 34 amendments.

### **Technical:**

Several minor technical changes have been noted and are outlined in the attached Table 1. Changes in the Technical Rules can directly impact the findings in the Assessment Reports, which identify the type and location of Significant Drinking Water Threats and govern where policies may be applied.

Staff review focused on the Technical Rule amendments that may:

- 1) Better protect drinking water sources per the intent of the Clean Water Act,
- 2) Render past analyses and findings obsolete or invalid, or
- 3) Direct additional workload and associated costs to SPA and or Municipal staff.

It should be noted that in discussion with MECP staff, it was clarified that not all of the proposed amendments are mandatory (i.e., a SPC may determine whether the 'new' rule is relevant or appropriate) and that unlike the first set of Technical Rules, there is no legislated timeframe to complete the updated analyses.

Key technical changes are highlighted as follows:

#### *Intake Protection Zones (IPZs)*

This work is not mandatory and left to the discretion of the SPC to determine whether a revised analysis is required. The current vulnerability scoring and mapping of protection zones may not adequately capture local ground conditions (hydrology) and land characteristics (slope, soils).

- IPZ-1 – The proposed updated Rules allows the Source Protection Regions (SPRs) to extend a portion of the IPZ-1 on land that may contribute water to the intake beyond the high-water mark or the Conservation Authority Regulation limit, to the full 1,000 metre radius around the intake.

Additional analysis is required to calculate the managed lands, livestock density and imperviousness for the newly delineated areas. Currently, the following IPZ-1s have land within the 1,000m radius of the intake: Oshawa West, Oshawa East, R. L. Clark and Toronto Island.

- IPZ-2 - IPZ-2 Vulnerability Scoring – The proposed updated Rules allow for an IPZ-2 to have multiple vulnerability scores in areas where the soils data and infiltration characteristics imply a likelihood for increased runoff, with resulting impact on the water quality near the intake. Currently, the maximum scoring in an IPZ-2 cannot meet the threshold for a significant drinking water threat (SDWT). The CTC SPR used Technical Rules Part V1.5 Rules 68-70 to complete event-based modelling to determine the SDWTs to the Lake Ontario intakes, recognizing that this source provides drinking water to over 90% of the population in this Source Protection Region. This proposed amendment was created in response to Source Protection Regions with areas within their IPZ-2s that were deemed vulnerable to waste run-off. The proposed updated Rules allow for an IPZ-2 to have multiple areas with various assigned vulnerability scores, not less than 7 and not greater than 9.

In the CTC SPR, the source vulnerability factor ranges from 0.5-0.6 due to the distance and depth of the intakes in Lake Ontario. This source vulnerability factor results in IPZ-1s and IPZ-2s in the CTC SPR having a vulnerability score no higher than 6. Increasing the vulnerabilities within the IPZ-2 cannot occur without revisiting the Source Vulnerability Modifying Factor assigned to each intake. As such, this revised rule has no impact on the CTC SPR IPZ-2s.

- IPZ-Issue Contributing Area (ICA) - The proposed updated Rules provide for the delineation of a zone much like the WHPA-ICAs, where there is an established trend of contaminant impact identified by a water treatment plant, and where new policies may be developed to mitigate the issue identified. IPZ-ICAs were previously allowed for all intake types, Type A (Lake Ontario), B, C or D Intakes (inland), but there was no guidance regarding the delineation of an IPZ-ICA. The proposed amendments allow an IPZ-ICA to be delineated as its own vulnerable area, where previously an ICA needed to be delineated within an existing vulnerable area. An IPZ-ICA shall only be delineated where a drinking water issue is identified for the intake and there is evidence that activities, conditions that result from past activities, and naturally occurring conditions, within this area, contribute to the drinking water issue. If CTC SPC is aware of a parameter in the water at a surface water intake that is present at a concentration that may result in the deterioration of the quality of the water for use as a source of drinking, or there is a trend of increasing concentrations of the parameter at the surface water intake and a continuation of that trend would result in deterioration of the quality of the water for use as a source of drinking water, the CTC SPC shall describe it as a drinking water issue of an IPZ. If a municipality reports the above-mentioned requirements to the CTC SPC, the CTC SPC shall describe it as a drinking water issue resulting in a need for an IPZ-ICA delineation. These changes are intended to allow municipalities to better define protection zones using their local data, information and professional judgement. Staff agree that this is a reasonable addition and could be instrumental in addressing key ongoing problems identified by water treatment plant operators.

To date, the CTC SPR has not identified issues at their Lake Ontario intake. CTC staff would consult with municipal staff to determine if there are currently any issues that could be better managed through the use of this updated Rule. It should be noted that a technical methodology for IPZ-ICA delineation has not been provided in the proposed updated Rules. Staff have commented that that allowing SPRs to develop individual methodologies raises concerns of consistency across the province, and that it would be prudent to provide minimum requirements regarding a technical methodology.

IPZ-ICA analyses would require that foundational studies be undertaken by third party consultants and/or staff, including data collection, modeling work, analyses, vulnerable area delineation, and development of detailed explanatory text and mapping. Data collection would include a review of Water Treatment Plant historical records, reports, and data, to identify and assess historical issues, and undertake threat assessment and enumeration. Work would also be required to update the Source Protection Plan to address threats to this new vulnerable area.

#### *Changes to the Table of Circumstances (TOC)*

Under the Clean Water Act 2006, there are 21 activities that are listed as Threats to Drinking Water. This list has recently been expanded to 22 to include petroleum pipelines. Additionally, the CTC SPR also has a local activity in nuclear facilities. The TOC is a multiple page document that presents all of the circumstances where each of these activities represent a significant threat. The TOC includes the types of chemicals associated with the activity that represent a threat, the volumes that represent a threat, and the way in which the associated chemicals may be stored, transported, handled, etc.

Amendments have been proposed for seventeen drinking water circumstance categories and include new threshold quantity criteria for circumstances related to salt storage, above grade fuel storage, and snow storage, amongst others. These changes have the potential to introduce new significant drinking water threats in vulnerable areas, and would likely have implications for threat counts and Risk Management Plans / planning processes.

Several changes have been made for clarity, but there are a few that merit discussion as they represent a major change in the analyses or additional implementation work, as follows:

#### Application of Road Salt

The current threshold of paved areas that receive salt is too high to adequately identify road salt application as a significant risk, even when the drinking water system is experiencing increasing trends of salt in the raw water. The proposed Rules provide more stringent thresholds using an improved approach to help identify geographical areas where the application of road salt may impair water quality. This approach would help municipalities to better identify salt contributing areas within vulnerable areas using the scoring approach.

Based on the proposed lower thresholds for impervious surface, the CTC SPR could have increased 'low threat' counts in its Highly Vulnerable Aquifers (HVAs) and IPZs for application of road salt. WHPAs with a Vulnerability Score between 9 and 10 could have an increased count of significant drinking water threats. WHPAs with lower vulnerability scores could result in additional moderate and low drinking water threats. As well, additional analysis is required by staff to incorporate new development and infrastructure activities into the impervious surface dataset.

#### Handling and Storage of Road Salt

It was determined that the current threshold of storage of road salt is too high to adequately identify storages as significant risk, even when the drinking water system is experiencing increasing trends of salt in the raw water. The proposed changes to the Rules are expected to provide more stringent thresholds for three categories of road salt storage (uncovered, covered and well covered facilities) combined with volumes of road salt stored. The intent of this approach is to assist municipalities in identifying risks of the road salt storages in vulnerable areas using the scoring approach. Staff are in support of these changes given that increasing levels of Sodium and Chloride have been identified as key drinking water concerns within the

CTC SPR.

Based upon the proposed lower thresholds for quantities and exposure of salt storage, the proposed circumstances are low drinking water threats for IPZ-1 and IPZ-2 in the CTC SPR. WHPAs with a Vulnerability Score between 9 and 10 could result in an increased count of significant drinking water threats. Lower vulnerability scores could result in additional moderate and low drinking water threats, depending of the volume and storage classified of road salt. This amendment would require updated Geographic Information System (GIS) analysis by staff.

#### Storage of Snow

Snow melt from storage of snow contains chemicals such as chloride, sodium and petroleum hydrocarbons which have risks to human health. The current Rules do not acknowledge that snow storage and disposal may be regulated by an Environmental Compliance Approval (ECA) under the Ontario Water Resources Act (OWRA). This has created duplication where snow storage covered by an ECA is also subject to a municipal risk management plan.

Staff support this proposed amendment as it would provide greater clarity by making it explicit that snow storage activities include those regulated under the OWRA. The proposal also includes a new circumstance - reduction in the existing threshold criteria area for snow storage to 200 m<sup>2</sup> (WHPA-10). The application of this updated circumstance may result in an increase in the significant drinking water threats related to snow storage, and as such, may have implications to threat counts and Risk Management Plans.

#### Fuel storage

The threshold volume for Fuel Storage is now 250 L, which in some vulnerable areas, would represent Significant Drinking Water Threats that were not previously enumerated. This could result in revisions to existing Risk Management Plans or preparation of new ones in some areas. Staff will review the fuel storage tank volumes within the WHPAs and IPZs and consult with Municipal staff.

#### Pesticides

The circumstance tables for pesticide application say that Atrazine, Dicamba, Dichlorophenoxy Acetic Acid (2,4-D), MCPA (2-methyl-4-chlorophenoxyacetic acid), MCPB (4-(4-chloro-2-methylphenoxy) butanoic acid), Mecoprop, Metalaxyl, Metolachlor or s-Metolachlor are significant threats in a WHPA-A when application occurs in an area greater than 10 ha. However, the WHPA-A is only 100 m in radius, which is substantively less than 10 ha. Given this, none of those pesticides are significant threats in a WHPA-A.

It is not fully understood whether the new Rules would apply solely to vulnerable areas associated with new or changed drinking water systems, or if they are also to be applied to existing threats. For example, if the updated circumstances could identify a new significant drinking water threat on a property which already has a Risk Management Plan in place. It is also not clear whether the currently approved threat enumeration would have to be redone, and the associated Risk Management Plans re-negotiated.

The remaining proposed amendments include the following refinements:

- Significant Groundwater Recharge Area (SGRA) – The vulnerability scoring requirement is proposed to be removed. Staff are in general agreement with this amendment as these areas are primarily relevant to drinking water areas with water quantity risks, and it is believed that the required Tier-3 modelling and existing Source Protection Plan

policies in WHPA-Qs adequately address drinking water quantity concerns. Additionally, Highly Vulnerable Aquifers (HVAs – Water quality) generally overlap with the SGRAs.

- **Managed Lands** – The definition of Managed Lands is proposed to be amended to exclude compost material that meets the requirements outlined in Part II of the Compost Standards. The idea was to remove duplication where an existing instrument is already in place to manage the concern. While staff agree with this change, it is not clear whether existing threat enumerations would have to be updated to comply with the new definition. This would require a review of the threat enumeration in all CTC Managed Land delineations.
- **Impervious Surfaces** – The amended Rules propose a new GIS method for delineation of impervious surfaces with the removal of the “per square kilometer” criterion. A clause has been introduced requiring that where an area within a WHPA has two or more vulnerability scores, the impervious surface analyses must be conducted separately for each sub-area. Under the current Rules, the threshold of paved areas that receive salt is too high to identify road salt application as a significant risk, even when the drinking water system has documented increasing trends of sodium and chloride in the raw water, and there is evidence that the source is related to the application of salt on nearby paved surfaces. The application of this updated methodology is optional, but may result in an increase in the significant drinking water threats related to road salts, and as such, may have implications to threat counts and Risk Management Plans.
- **Climate Change considerations** – The proposed amendments are intended to add definition and clarity to climate impact assessment reporting in the Assessment Report. There is, however, no guidance pertaining to the technical approach to be applied in the evaluation of the impact of climate change on drinking water sources. This could result in inconsistent findings and policy application across the different SPRs. This amendment is non-mandatory and is at the discretion of the SPC.

Although climate change has always been a provision of the technical Rules, very little work has been completed to date. Given the scope of the updates outlined, it is envisaged that additional effort would be required on the part of staff. Staff could apply Conservation Ontario’s proposed climate change methodology, which involves the application of Environment Canada model outputs to assess the vulnerability of municipal supplies in the context of climate change. This would require training, and the current staff capacity would have to be enhanced to meet this demand. This is consistent with the opinion of the former CTC Program Manager, who requested an additional human resources (from the Watershed Management department at CVC) in the 2020/2021 work plan and budget.

#### **ADDITIONAL WORK REQUIREMENT**

The scope of additional work required for conformity with the proposed amendments to the Rules remains unclear for several of the proposed changes. As a result, staff comments (Table 1) reflect the need for clarification. Where appropriate, staff comments recommend that MECP provide explanatory documentation as a companion to the proposed amendments (e.g., circumstances categories).

CTC staff will follow up with Provincial staff to more accurately assess required updates, potential costs, and funding sources. CTC staff are consulting with Provincial staff regarding the

anticipated eligibility of activities under the Transfer Payment Agreement for 2021 and beyond.

It should be noted that since the preparation of the Assessment Reports circa 2008, there has been significant turnover in staff. Without legacy knowledge, additional time may be required for staff to revisit these historical analyses and prepare the updates. This factor should be accounted for in future timelines and costs analyses.

The following work is the minimum expected to update the Assessment Reports if the proposed amendments to the Director's Technical Rules are approved. The following lists the items that would be mandatory for the CTC SPR:

- Impervious Surfaces – This would entail text edits to the Assessment Report and associated appendices, as well as updates to the mapping for all municipal wellhead protection areas, IPZs and HVAs. Depending on the outcome of the analyses, the threat enumerations for each municipality (and likely, respective Risk Management Plans) may also have to be adjusted. This has the potential of being a significant amount of effort and work for staff.
- Significant Groundwater Recharge Areas - This would entail text edits to the Assessment Report and associated appendices, as well as updates to the maps in the report. These amendments are relatively minor compared to the other updates.
- Threat Enumerations – The threat enumerations for each municipality may have to be adjusted based on the proposed changes to the Table of Circumstances, specifically updated thresholds under Road Salt Application, Handling and Storage of Road Salt, Snow Storage, Fuel Storage, Managed Lands, and potentially Pesticides. The outcome of the impervious surfaces and managed land analyses are likely to change. The magnitude of the changes is not clear at this point, but will be better understood with clarification from MECP. This has the potential for being a significant amount of effort and work for staff.

The SPC will be engaged to discuss and approve proposed Assessment Report amendments.

## **DETAILS OF WORK TO BE DONE**

Staff will continue to liaise and work with MECP staff in obtaining clarification on the 2020 Proposed Amendments to the Director's Technical Rules. Staff will continue to assess the resources that would be needed to bring the Assessment Reports into conformity with the Proposed Amendments if approved.

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**Table 1: Staff Review comments.**

1	A	B	C	D
2	<b>TABLE 1</b>			
3	<b>*Strikeout, means text removed Underlined, means text added as per MECP SWP Branch Track changes PDF</b>			
4	<b>Clean Water Act, 2006 #</b>	<b>Proposed amendments</b>	<b>Footnote Reference</b>	<b>Comment</b>
5	<b>Part I.1 - Definitions</b>	1. In these rules,	1-Where Ministry of Environment or Ministry of Environment and Climate Change is used in the rules, it refers to same authority as Ministry of Environment, Conservations and Parks.	
6		(1) the following definitions apply: "managed land" means land to which agricultural source material, commercial fertilizer, or non-agricultural source material, <u>or processed organic waste is applied, excluding compost that meets the requirements for Categories "AA", "A", and "B" compost in Part II of the Compost Standards;</u>	2-Amended in August 2020	Agree. This change helps to clarify the intent of the CWA particularly wrt to pathogens and metals. Suggest adding a link to the relevant categories of the Compost Standards. Suggest also to indicate exemption from the CWA in these standards. ( <a href="https://www.ontario.ca/page/ontario-compost-quality-standards#section-2">https://www.ontario.ca/page/ontario-compost-quality-standards#section-2</a> ). SPA staff should advise the RMOs to review their site specific enumeration notes and indicate to the SPA whether threats should be removed for this revision.
7	<b>Part I.2 - Assessment Report Contents</b>	<b>Significant, moderate or low drinking water threats</b> 8. The identification of the areas within vulnerable areas where an activity is or would be a significant, moderate or low drinking water threat for the purpose of subclause 15(2)(h)(i) of the Act and subparagraphs 2i and 2ii of subsection 13(1) of O. Reg. 287/07 (General) and where a condition that results from past activities is a significant, moderate or low drinking water threat for the purpose of subclause 15(2)(h)(ii) and subparagraphs 2iii and 2iv of subsection 13(1) of O. Reg. 287/07 (General) shall be completed as follows:		
8				Agree with removal of scoring for SGRAs, but don't understand why they are still assigned to HVAs, which by definition, have a an implicit vs of 6
9				This was my question to know why they proposed to remove the vulnerability scoring for SGRAs and Gayle answered it.
10		(1) Assign vulnerability scores to highly vulnerable aquifers, <del>significant groundwater recharge areas</del> and wellhead protection areas in accordance with Part VII.	8-Amended in August 2020	Agree with this removal of Vulnerability calculations for SGRAs. The SGRAs are relevant to the quantity aspect of sustainable resources (and still captured under Part V.2) while the vulnerability is focused on the quality aspect. Vulnerability scoring is more relevant to Highly vulnerable aquifer assessments. Often these areas overlap in any case as the most vulnerable areas tend to be shallow unconfined areas where recharge is direct and significant. WHPA-Q's and 'Local Areas' also serve to protect water supply/recharge. SGRAs may also be considered as part of Watershed planning targets.
11		<b>Minimum information</b>		
12		9. An assessment report shall include the following:		
13		(2) A written description of the work undertaken in accordance with these rules including, information sources for data used in <del>developing</del> the assessment report and the purposes for which information was used	(a) 9-Amended in August 2020	Editorial - no comment
14	<b>Part I.3 - General</b>	Method and models 10. method or model used in the <del>preparation of</del> the assessment report shall be representative of the area or thing under study. A	10-Amended in August 2020	Editorial - no comment
15	<b>Part I.4 - Uncertainty analysis - Water quality</b>		11-Amended in August 2020	This was originally entitled Uncertainty - Water quality to differentiate the uncertainty analyses required for vulneerability from a water quality aspect. I can understand the broader heading but why not then present all of the uncertainty analyses required here? The work it refers to still remain quality aspect.
16		13. An analysis of the uncertainty, characterized by "high" or "low" shall be made in respect of the following:		
17		(5) The assessment of the vulnerability of <del>significant groundwater recharge areas</del> , highly vulnerable aquifers and wellhead protection areas undertaken in accordance with Part VII.	12-Amended in August 2020	Can an HVA have low vulnerability?
18				Agreed.
19		14. The following factors shall be considered in an analysis conducted for the purpose of rule 13:		
20		(1) The distribution, variability, quality and relevance of data used in the <del>preparation of</del> the assessment report.		Editorial
21	<b>Part I.5 - Alternate Methods or Approaches</b>			

	A	B	C	D
22		15.1 Despite any provision of these rules, in <del>preparing an assessment report</del> a source protection committee may use an alternate method or approach <u>in the assessment report</u> for gathering information or for performing a task that departs from the method or approach prescribed in these rules <del>if the following conditions are met</del> <u>by including the following information in the assessment report:</u>	13- Amended August 2020	Editorial for the section. Agreed
23		<u>(1) the rule that is being departed from;</u>		
24		<u>(3) an explanation of how the method or approach used by the source protection committee to gather information or perform the task is equivalent to or better than the approach or method prescribed in these rules; and</u>		Agreed as this allows for continuous improvement without the administrative burden and time associated with requesting approval (demonstrating all the required conditions) for a new approach before implementing.
25		<u>(4) the source protection committee provides the Director with a notice of the alternate method or approach that identifies the rule being departed from and a brief summary of the rationale and explanation referred to in (2) and (3).</u>		A much better approach - currently there is a top-down approach, where the director provides the justification
26				I assume the notice can be sent at the same time as the amendment and it is for flagging purposes. It is not clear whether the Director must respond prior to the use of the new method. Please clarify.
27	<b>Part I.6 – Climate Consideration Data – Director’s Directions Water quality</b>			
28		15.2 For greater certainty, section 15.1 does not relieve the source protection committee from ensuring that an assessment report is <del>prepared</del> made in accordance with an applicable requirement in the Act, the regulations or the terms of reference.	14 Amended August 2020	Editorial
29				Who has the authority to decide on whether a climate impact assessment is required for a particular DWS? Where the SPA are asked to perform the analyses, they will require additional resources and training in applying CO's methodology and working with Envir Canada's model outputs
30		<del>15.3 If, in preparing an assessment report, the source protection committee is required by these rules to consider climate data in making a determination or performing a task, the Director may give directions to the committee for the purpose of ensuring that impacts from climate change are taken into account, including directing the committee to</del> <u>If a source protection committee prepares a climate impact assessment in relation to a wellhead protection area or intake protection zone delineated in the assessment report and the source protection committee intends to use the findings of the impact assessment in the assessment report, the following shall be included in the assessment report</u>	15 Amended August 2020	Agreed. This reduces the administrative and technical burden on the MECP for providing data/direction for climate change. It allows local agencies to use localized and sometimes more appropriate/up-to-date information for climate change impact assessment. It is suggested that the MECP, however, not stay too far removed as the authority of approval still remains with the Province. As well, many local agencies will require Provincial assistance as a result of limited resources. This is a role for the Province in leading edge climate change analyses.
31				Where does the climate change vulnerability assessment tool (version 2) fit into this?
32				Agree. Province should provide climate change projections for each SPR to be consistent with the approach and outcomes

	A	B	C	D
33		<p>(1) use a climate data set provided by the Director; or (2) use any climate data gathered by the committee in the manner specified by the Director.— (1)  An explanation of why specified climate data sets were used as the basis for the climate impact assessment; (2) A  summary of the findings of the climate impact assessment;  (3) A description of the approach used by the source protection committee to evaluate the vulnerability of a drinking water system to climate impacts identified in the climate impact assessment; and  (4) An explanation of the results of the evaluation under subrule (3), including whether the evaluation concluded that the drinking water system is resilient to the climate impacts identified in the climate impact assessment.</p>		All acceptable conditions/ requirements.
34				Agree with this approach
35				Should add the date to the number of users as a reference point. Clause (c)
36		<p>16. The following shall be included in a characterization of a watershed, where the information is available: (3)  With respect to drinking water systems, (e) the location of monitoring <del>locations wells</del>-related to the system.</p>	16- Amended August 2020	seems redundant - suggested wording "location of monitoring infrastructure related to the system"
37		(9) One or more maps of the percentage of managed lands <del>within, a significant groundwater recharge area</del> Removed	17-Amended August 2020	Agreed.
38		(b) each of the following areas within a vulnerable area:		
39		(x) IPZ-ICA, if any.	18-Amended August 2020	Introduced in August 2020. With regard to IPZ-ICA and WHPA-ICA in this subrule, one or more maps of the percentage of managed lands / live stock density or percentages of impervious surface areas is required where the drinking water issue identified for IPZ-ICA or WHPA-ICA is a contributing parameter of the drinking water threats activities listed in subrule (9).
40		(xi) WHPA-ICA, if any.		IPZ Impact to SPA workload. Need to look at the Rules for IPZ-ICA delineation
41				No technical guidance offered on the methodology (ies) and process to be used to delineate ICAs
42				This will require that foundation studies be undertaken either by third party consultants and / or staff, and will entail data collection, modelling work, analyses, vulnerable area delineation, and detailed explanatory text and mapping. The data collection will include review of Water Treatment Plant historical records, reports and data to identify and assess historical issues, and threat assessment/enumeration. Also, a new IPZ-ICA technical guide is needed for proposed developments outside existing IPZ but have potential of introducing new significant drinking water threats. The technical guide should provide investigation procedure to determine if the proposed development site with the associated drinking water threat will have to be re-classified as IPZ-ICA. Work will also be required to update the Source Protection Plan to address threats to this new vulnerable area. This will entail a significant amount of work.
42		If two or more areas in an area referred to in clause (a) <del>to and (eb)</del> have different vulnerability scores, the percentage of managed land may be determined for each of those areas. Mapping the percentage of managed lands is not required for any area in an area mentioned in clause (a) <del>to and (eb)</del> where the vulnerability scores for that area are less than those necessary for the following activities to be considered a significant, moderate or low drinking water threat in the Table of Drinking Water Threats: the application of agricultural source material to land, the application of non-agricultural source material to land and the application of commercial fertilizer to land. Each map prepared in accordance with this subrule shall be labelled the "managed land map".19	19- Amended August 2020	Editorial.

	A	B	C	D
43		<p>(10) One or more maps of livestock density for each area referred to in subrule (9). Livestock density shall be determined by dividing the nutrient units generated in each area by the number of acres of agricultural managed land in that area where agricultural source material is applied. If two or more areas in an area referred to in subrule (9) (a) <del>to</del> <u>and</u> (eb) have different vulnerability scores, the livestock density may be determined for each of those areas. Mapping livestock density is not required for any area in an area mentioned in clause (9) (a) <del>to</del> <u>and</u> (eb) where the vulnerability scores for that area are less than those necessary for the following activities to be considered a significant, moderate or low drinking water threat in the Table of Drinking Water Threats: the application of agricultural source material to land, the application of non-agricultural source material to land and the application of commercial fertilizer to land. Each map prepared in accordance with this subrule shall be labelled the "livestock density map"</p>	20-Amended August 2020	Editorial
44		<p><u>(11) For every highly vulnerable aquifer or each area of a wellhead protection area and intake protection zone identified in clause 9 (b), one or more maps showing the percentage of impervious surface areas where road salt application in those areas is or would be a significant, moderate or low threat as determined in accordance with the Table of Drinking Water Threats. Where an area identified in clause 9 (b) has two or more vulnerability scores, the percentage of impervious surface area may be determined for each sub-area with the same vulnerability score. Each map prepared in accordance with this subrule shall be labelled the "total impervious surface area map".</u></p> <p><del>For each vulnerable area, one or more maps of the percentage of the impervious surface area where road salt can be applied per square kilometre in the vulnerable area. Mapping the percentage of impervious surface area is not required for an area in a vulnerable area where the vulnerability scores for that area is less than the vulnerability score necessary for the application of road salt to be considered a significant, moderate or low threat in the Table of Drinking Water Threats. Each map prepared in accordance with this subrule shall be labelled the "total impervious surface area map".</del></p>	21- Amended August 2020	<p>The current version frequently produces scoring which can fall under the threshold criteria for the identification of a significant threat - even in areas which have been identified as ICAs for Na and CL. This updated GIS methodology may however result in an increase in the significant threats related to road salt.</p> <p>Agreed. This clause I believe was simply edited for clarity. Focus is on the impervious areas where road salt IS applied as versus where it CAN BE applied.                      Wording of this rule needs improvement</p>
45				
46				
47		<p>17. Removed. <del>22 For the purposes of subrule 16(11), the location of a square kilometre in a vulnerable area shall be determined by overlaying a 1 kilometre by 1 kilometre grid over the vulnerable area with a node of the grid centred on the centroid of the source protection area.</del></p>	22- Removed	Agreed as unnecessary and overly prescriptive.
48	Part III – Water Budget			
49	Part III.2 – Subwatershed water budgets	<p>30.1 If, the information required to delineate a local area or to complete a Tier Three water budget in accordance with rule 30 <del>can</del> <u>may</u> not be readily ascertained, the assessment report <u>may instead include a description of the steps that will be taken to ascertain the necessary information and complete the Tier 3 work.</u></p> <p><del>1) a plan that includes a work schedule for ascertaining the information necessary to delineate the local area or complete the Tier Three water budget, including any additional work that must be carried out under these rules as a result of ascertaining this information; and</del></p> <p><del>2) if, after completing the work the source protection committee becomes aware that the assessment report is no longer accurate or complete, an estimate of the date by which the source protection committee expects an updated assessment report would be submitted to the Director under section 19 of the Act.</del></p>	23- Amended August 2020	<p>Gives flexibility to the municipalities but weakens the legislative power to drive the work to occur. Suggest that 'steps' to be taken should be complemented with a deadline cap to ensure the work does not remain in limbo for extended periods. This should be a reportable item in the annual SPP reporting process where relevant.</p>
50	Part V – Delineation of Vulnerable Areas: Highly Vulnerable Aquifers, Significant Groundwater Recharge Areas and Wellhead Protection Are			
51	Part V.3 - Delineation of wellhead protection areas, type I systems			

	A	B	C	D
52		47. A wellhead protection area for a well associated with a type I system is the area created by combining all of the following areas:		
53		<del>(6) Area WHPA-F, being the area delineated in accordance with the rules in Part VI that apply to the delineation of an IPZ-3, as if an intake for the system were located in the surface water body influencing the well at the point closest in proximity to the well. Removed.</del>	25- Amended August 2020	agree with the removal - was never clear to its intent
54		<del>(7) Area WHPA-ICA, being the issue contributing area in relation to Part XI.1, shall only be delineated where,</del> <sup>26</sup>	26-Introduced in August 2020	Agree with the inclusion of "naturally occurring conditions" in the definition, so that this condition will not be applicable in an argument against the delineation of an ICA. However, no technical guidance has been offered on the methodology (ies) and process to be used to delineate ICAs
55	<del>(a) a drinking water issue is identified in accordance with rule 114 in relation to the well, and (b) there is evidence that activities, conditions that result from past activities, and naturally occurring conditions, within this area, contribute to the drinking water issue described in subrule (a).</del>	Agree with the inclusion of "naturally occurring conditions" in the definition. How does this tie in with ORMGP's comment wrt WHPA delinations and "long skinny" WHPAs in some of smaller CAs?		
56		Good addition. To be consistent with ICAs for wells. This allows for historical issues to be identified and a plan be put in place to address. This will address the key ongoing problems identified by WTPs on the Great Lakes and direct action in hopefully a consistent manner. This has workload impacts to the SPA.		
57		48. Despite rule 47, where a zone representing a ten year time of travel was delineated for the well in a report prepared prior to April 30, 2005 and a five year time of travel has never been delineated for the well the wellhead protection area for a well associated with a type I system is the area created by combining all of the following areas:		
58		<del>(6) Area WHPA-F, delineated in accordance with the requirements of subrule 47(6). Removed.</del>	27- Amended Augst 2020	OK. Replaced with IPZ-ICA
59		<del>(7) Area WHPA-ICA, being the issue contributing area in relation to Part XI.1, shall only be delineated where, (a) a drinking water issue is identified in accordance with rule 114 in relation to the well, and (b) there is evidence that activities, conditions that result from past activities, and naturally occurring conditions, within this area, contribute to the drinking water issue described in subrule (a).</del>	28-Introduced in August 2020	Agreed. Good addition
60				CVSPA already has ICAs delineated for WHPAs using these rules ..this is not new...perhaps just a name-change (?)
61		<del>50. Removed.<sup>29</sup> Despite subrules 47(6) and 48(6), area WHPA-F shall only be added to a wellhead protection area where, (1) the wellhead protection area contains a WHPA-E; (2) a drinking water issue is identified in accordance with Part XI.1 in relation to the well; and (3) the source of the drinking water issue described in subrule (2) originates outside of areas WHPA-A, WHPA-B, WHPA-C, WHPA-C1 if any, WHPA-D and WHPA-E.</del>	29- Amended August 2020	
62		<del>50.1 If the information required to delineate a WHPA-E or WHPA-F in accordance with subrule 47(5) or 48(5) may not be readily ascertained, the assessment report may instead include; a description of the steps that will be taken to ascertain the necessary information and complete the work. (1) a plan that includes a work schedule for ascertaining the information necessary to delineate the WHPA-E and F, including any additional work that must be carried out under these rules as a result of ascertaining this information; and (2) if, after completing the work the source protection committee becomes aware that the assessment report is no longer accurate or complete, an estimate of the date by which the source protection committee expects an updated assessment report would be submitted to the Director under section 19 of the Act.</del>	30- Amended in August 2020	Again, suggest a timeframe be required of the implementer to ensure timely addressing of this matter.
63	<b>Part VI – Delineation of Vulnerable Areas: Surface Water Intake Protection Zones</b>			
64	<b>Part VI.1 – General</b>	Classification of intakes		

	A	B	C	D
65		55.1 If the source protection committee is of the opinion that the classification of an intake or planned intake in accordance with rule 55 is not appropriate, the committee may reclassify the intake or planned intake and shall include in the assessment report a rationale and evidence to support the reclassification. The Director may, by written notice, classify an intake or planned intake associated with a type I, II or III system and the classification specified in the notice shall deem to be the classification for the intake or planned intake and any written notice given by the Director under this rule shall be included in the assessment report	31- Amended in August 2020	This should ease administrative burden. The classification should be required to be consistent with classifications under instruments such as the SDWA and regulations
66	<b>Part VI.2 - Area of surface water intake protection zones</b>			
67		58. A surface water intake protection zone for a surface water intake associated with a type I system or a type II or type III system to which O. Reg. 170/03 (Drinking Water Systems) made under the Safe Drinking Water Act, 2002, O. Reg. 318/08 (Transitional – Small Drinking Water Systems) made under the Health Protection and Promotion Act or O. Reg. 319/08 (Small Drinking Water Systems) made under the Health Protection and Promotion Act applies, is the area created by combining all of the following areas:		
68		<u>(5) Area IPZ-ICA, delineated in relation to the rules in Part XI.1, where applicable.</u>	32-Introduced in August 2020	Editorial to add IPZ-ICA
69	<b>Part VI.3 - Delineation of IPZ-1</b>	<u>62.1 The setback delineated in accordance with rule (62) may be extended to other areas within the area delineated in accordance with rule 61, if applicable, which may contribute water to the intake.</u>	33-Introduced in August 2020	Agreed. Makes sense.
70				May require additional work, maximum setback for IPZ1 including portion on land is 1000m. Type A
71			34-37 -Amended in March 2017	
72	<b>Part VI.8 - Delineation of IPZ-ICA</b>			Per challenges previously experienced with delineation of groundwater (WHPA) ICAs, there ought to be defining criteria agreed by provincial and local stakeholders. For ex..how far are they permitted to extend from L.O...past the IPZ 2 limits? May also have workload implications for SPAs.
73		<u>78.1 Area IPZ-ICA, being the issue contributing area in relation to Part XI.1, shall only be delineated where, (1) a drinking water issue is identified in accordance with rule 114 in relation to the intake; and (2) there is evidence that activities, conditions that result from past activities, and naturally occurring conditions, within this area, contribute to the drinking water issue described in subrule (1).</u>	38- Introduced August 2020	Instruction on the modelling requirements for mapping the ICA. How does this tie in wrt Gayle's comment RE WTPs on the Great Lakes?
74				IPZ-ICA - only delineated if there's degradation to DWS based on water quality monitoring by the municipality
75				Fine...agrees with other amendments. I anticipated some instruction on the limit of the delineated boundary of the ICA and modelling requirements for mapping the ICA?
76			39, 40 - Amended in March 2017	
77	<b>Part VIII – Vulnerability: Surface Water Intake Protection Zones</b>			
78	<b>Part VIII.1 - Vulnerability scores</b>	86. A vulnerability score shall be assigned to each IPZ-1 and to each area of an IPZ-2 associated with a type A, B, C or D intake and to each area of an IPZ-3 associated with a type C or type D intake.	41- Amended August 2020	Editorial
79		87. The vulnerability score assigned to each IPZ-1, each area of an IPZ-2 and each area of an IPZ-3 associated with a type C or type D intake shall be calculated in accordance with the following formula, B x C Where, B = the area vulnerability factor of the area of the surface water intake protection zone determined in accordance with rules 88 to 93; and C = the source vulnerability factor of the surface water intake determined in accordance with rules 94 to 96.	42- Amended August 2020	Editorial

	A	B	C	D
80				It will be possible to have multiple vulnerability scoring within the IPZ-2, in areas where the soils data and infiltration characteristics imply increased runoff. Currently an IPZ-2 can not have a vulnerability score high enough to meet the threshold for a significant drinking water threat. Can this change with this update?
81				May require additional work.
82	<b>Part VIII.2 - Area vulnerability factor</b>	89. <del>One or more area vulnerability factors that are not less than 7 and not greater than 9 shall be assigned to each area within an IPZ-2 shall be assigned an area vulnerability factor that is not less than 7 and not more than 9 based on the vulnerability of the area where a higher factor corresponds to a higher vulnerability.</del>	43- Amended August 2020	Language clarification. Fine
83		92. The following shall be considered and documented in determining the area vulnerability factor of an <del>IPZ-2 or</del> an area within an <u>IPZ-2 or</u> IPZ-3 for the purpose of rule 89 or 90 and an explanation shall be provided on how each affected the determination of the area vulnerability factor of that area	44- Amended August 2020	Editorial
84	<b>Part XI – Drinking Water Threats: Water Quality</b>			
85			45- Introduced in March 2017 46-51 Amended March 2017	
86	<b>Part XI.1 - Describing drinking water issues</b>	115. Only in respect of a drinking water issue identified in accordance with rule 114, where the drinking water issue is the result of, or partially the result of, anthropogenic causes, the description of the drinking water issue shall include the following information:		
87		(3) <del>The issue contributing area delineated in accordance with subrules 47 (7) or 48 (7) or rule 78.1; area within a vulnerable area where activities, conditions that result from past activities, and naturally occurring conditions may contribute to the parameter or pathogen and this area shall be identified as the “issue contributing area”; and</del>	52- Amended August 2020	Tying it to Rule 47 and 48, fine.
88				Suggest inclusion of links (electronic doc) to the rules & sub-rules that are being cited /referenced.
89		116. <del>Removed. If the information specified by subrules 115(3) or (4) cannot be readily ascertained, the assessment report shall include, (1) a plan that includes a work schedule for ascertaining the information specified by those subrules, including any additional work that must be carried out as a result of ascertaining this information; and (2) if, after completing the work the source protection committee becomes aware that the assessment report is no longer accurate or complete, an estimate of the date by which the source protection committee expects an updated assessment report would be submitted to the Director under section 19 of the Act.</del>	53- Amended August 2020	
90	<b>Part XI.2 - Listing drinking water threats - Activities</b>	<b>Activities prescribed to be drinking water threats</b>		
91		118. The activities prescribed to be drinking water threats for a vulnerable area in paragraphs 1 through 18 and paragraphs <u>21 to 22</u> of subsection 1.1(1) of O. Reg. 287/07 (General) may be collectively listed in the assessment report as “the activities prescribed to be drinking water threats in paragraphs 1 through 18 and paragraphs <u>21 and 22</u> of subsection 1.1(1) of O. Reg. 287/07 (General)”.	54- Amended August 2020	
92		<b>Other activities</b>		
93		119. In addition to activities prescribed to be drinking water threats in paragraphs 1 through 18 and paragraphs <u>21 and 22</u> of subsection 1.1(1) of O.Reg. 287/07 (General), an activity shall be listed as a drinking water threat for a vulnerable area if,	55- Amended August 2020	
94		<del>(2) an approval is not required to engage in the activity pursuant to any Act (Provincial or Federal); (3) the Director has confirmed in writing that the activity is an activity that can be assessed and addressed as a drinking water threat under the Clean Water Act; and</del>		
95	<b>Part XI.3 - Listing drinking water threats - Conditions</b>			
96		<b>Listing Conditions that result from past activities</b>		
97		126. If the source protection committee is aware of one of the following conditions that results from past activities, the committee shall list it as a drinking water threat under clause 15(2)(g)(ii) of the Act:	56- Amended August 2020	

	A	B	C	D
98		(1) The presence of a non-aqueous phase liquid in groundwater in a highly vulnerable aquifer, <del>significant groundwater recharge area</del> or wellhead protection area.		Is it not important to monitor the water threats for SGRAs?
99		(3) The presence of a contaminant in groundwater in a highly vulnerable aquifer, <del>significant groundwater recharge area</del> or a wellhead protection area, if the contaminant is listed in Table 2 of the Soil, Ground Water and Sediment Standards, is present at a concentration that exceeds the potable groundwater standard set out for the contaminant in that Table, and the presence of the contaminant in groundwater could result in the deterioration of the groundwater for use as a source of drinking water.	57- Amended August 2020	Is it not important to monitor the water threats for SGRAs?
100			58 Amended in March 2017 Introduced in March 2017	59
101	<b>Part XI.5 - Identifying areas for significant, moderate and low drinking water threats - Conditions</b>	139. For the purpose of rule 138, the hazard rating of a condition that results from a past activity is, (1) <del>if there is evidence that the condition is causing off-site contamination the contamination is migrating towards the well or intake and the contamination has the potential to deteriorate the quality of water of the aquifer drinking water source or the surface water drinking water source, the hazard rating is 10</del>	60 Amended in March 2017 61 Amended in August 2020	agree with the clarification. The refinement affords greater protection to drinking water systems
102			62 Amended in March 2017 63 Amended in March 2017	
103		141. Despite anything else in these rules, a condition that results from a past activity is a significant drinking water threat if, (4) <del>there is evidence that the condition is causing off-site contamination the contamination is migrating towards the well or intake and the contamination has the potential to deteriorate the quality of water of the aquifer drinking water source or the surface water drinking water source or the condition is on the property where the surface water intake, well or monitoring location identified in accordance with subrule 115(2) is located.</del>	64 Amended in March 2017 65 Amended in August 2020	agree with the clarification. The refinement affords greater protection to drinking water systems
104				Agreed.
105	<b>Proposed Amendments to the Tables of Drinking Water Threats</b>			
106	<b>Section 1: Amendments to the drinking water threats circumstances subcategories</b>		Please enter comments in corresponding cell below	
107		1. Application of Road Salt (page 84)		New circumstance text is confusing wrt an IPZ that is scored 10. It suggests that 10 can never be less than 8% imperviousness but can be greater than 6%. Regardless of if this is an sub area or the full IPZ, the instruction is unclear.
108				Text is unclear with respect to IPZs...needs to be clarified. What is the threshold criterion for an IPZ scored 10 - is it 6% or 8% ?
109				Can the application of road salt increase the Vfs from 0.5 to 0.7 and who is responsible for this work?
110				Further Clarification and methodology is required in order to determine impacts of the proposed changes? Is the modeling for impervious by entire IPZ, sub areas, or by 1km Grid or a combination of there of. Definition of the sub area would be beneficial.
111				I agree with Kerry M and Gayle SC, the wording of the proposed new circumstance is confusing, particularly in regards to an IPZ.
112		<u>2. Handling and Storage of Road Salt (page 85)</u>		Agree. It is not just the volume stored but how it is stored. This revision makes practical sense.
113				All HVA's in CLOCA already have a vulnerability scoring of 6 based on the AVI.
114				Can the storage of road salt increase the Vfs from 0.5 to 0.7 and who is responsible for this work?
115				Will now capture residential storage, since 25L bags have now been included. This will likely result in new significant drinking water threats, with implicatiosn to threat counts and risk management plans.
116		<u>3. Wastewater Collection Facilities and Associated Parts (page 87)</u>		What if the combined or sanitary sewer is not located in the IPZ or WHPA but the discharge could flow into said zone? Would this require modelling to determine if overflows and discharges from combined and sanitary sewer could impact an IPZ or WHPA E/10? Otherwise good to recognize the additional circumstances for risk. Do the SPA need to enumerate additional threats where these new conditions exist?

	A	B	C	D
117				Implications for City of Toronto where there is a number of combined sewer systems?
118				The scope of the additional work is not clearly understood based on the amendment presented. Suggest that explanatory notes be included as a compendium to the Technical Rule updates. Perhaps a "cheat sheet" showing the differences and new requirements vs. current ones .
119		<u>4. Storm Water Management Facilities and Drainage Systems (page 93)</u>		Specificity with the areas that could qualify for risk (surface water now only the IPZs and WHPA-Es: 8-10 and WHPA:10 vs all land or surface water.) If the facility does not discharge or impact these areas, they are not enumerated? Focus on municipal systems. Additional work to remove threats and re count.
120				Implications for infiltration facilities?
121				The scope of the additional work is not clearly understood based on the amendment presented. Suggest that explanatory notes be included as a compendium to the Technical Rule updates. Perhaps a "cheat sheet" showing the differences and new requirements vs. current ones .
122		<u>5. Wastewater Treatment Facilities and Associated Parts (page 99)</u>		Minimizes/tightens the risk circumstances to focus on discharge for the various parts of the facility.
123		<u>6. Industrial Effluent Discharges (page 103)</u>		Good change to accommodate circumstances where industrial effluent is discharged to land.
124		<u>7. Storage of Snow (page 105)</u>		This change focuses the impact zones to IPZ, WHPA-E/WHPA:10. Why not say WHPA:10 (as in all with score 10) for circumstance 1 for SDWT?
125				new circumstance of 200m2 may result in new significant drinking water threats, impacting threat counts and risk management plans.
126		<u>8. Handling and Storage of DNAPLs (page 107)</u>		Seems to be a good revision as it refines the areas that would see significant impact and brings consistency with Reg 153. May mean enumeration revisions
127				The circumstance tables for pesticide application still say that Atrazine, Dicamba, Dichlorophenoxy Acetic Acid (2,4-D), MCPA (2-methyl-4-chlorophenoxyacetic acid ), MCPB (4-(4-chloro-2-methylphenoxy)butanoic acid ), Mecoprop, Metalaxyl, Metolachlor or s-Metolachlor are significant threats in a WHPA A when application in an area greater than 10 ha. This is a mathematical impossibility. No matter how hard you try, you can't fit 10 ha. into a 100 m radius circle. A 100 m radius circle has an area of 3.1415926536 ha. Therefore, none of those nasty pesticides are significant threats in a WHPA A. This needs to be corrected. They should make all the nasty pesticide chemicals significant threats in a WHPA A regardless of the area of application. The result would be that pesticide use in the WHPA A would be managed. The way things currently stand they are not significant threats and are therefore not managed. Just as an example of why this is important, some Plans may have prohibited or required risk management plans for pesticide use in WHPA As. For the chemicals listed above, these policies would not apply because they aren't technically significant threats.
128		<u>9. Storage and Handling of NASM (page 108)</u>		New circumstance regarding storage of NASM. Need some clarification/background regarding the need for addition.
129				Editorial correction required - "Significant risk would be identified in IPZs/WHPA-E scored 8 to 10 and WHPA:10
130		<u>10. Application of NASM (page 112)</u>		New circumstance for NASM application that poses risk to water quality (explicitly) and focused on IPZ and WHPAs:10. Non-farm herbivorous animals. Seems good...additional protection but focused on key areas of vulnerability.
131		<u>11. Handling and Storage of Fuel (page 116)</u>		Good practical change as indeed storage and handling happens together.
132				Threshold volume changed to 250L, which will likely create new significant drinking water threats. Accordingly, there will be implications to threat counts and risk management plans
133		<u>12. Handling and Storage of Commercial Fertilizer (page 119)</u>		I take I that this circumstance was previously confusing and not associated with the same facility/property? If so this editorial change is fine.
134				Do the new circumstances supercede the previous ones, or add to them?
135		<u>13. Waste Transfer/Processing Sites (page 121)</u>		Removes sites that are NOT approved to receive subject waste under Reg 347 and focuses on key vulnerable areas. Good clarification.
136		<u>14. Waste Generating Facilities (page 123)</u>		Adds non registered sites (waste generating) under the EPA, that generate waste and that could pose a risk but focused in key vulnerable areas. This adds protection capturing all facilities that pose a risk.
137		<u>15. Waste: Application and Storage of Processed Organic Waste or Waste biomass (page 125)</u>		Requirement vs option for assessment of this threat. Viewed as waste vs NASM activity. Separation of tables between application and storage for different levels of risk. Added protection to respond to on the ground assessments. Will require review in the CTC
138		<u>16. Waste: Application and Storage of Hauled Sewage (page 130)</u>		Editorial to capture this as a waste. Good revision to reflect the disposal aspect of the subject waste. Focused to key vulnerabe areas
139		<u>17. General Editorial Amendments (page 131)</u>		Agreed
140				
141	<b>Overall General Comments</b>	<u>Any additional issues, gaps or concerns?</u>		A complementary document outlining the intent of each revision would be extremely helpful in reviewing and commenting. It has been awhile since these discussions. Background info is needed.
142				Where are the new rules on the inclusion of Liquified Nitrogen pipelines as a new water quality threat to IPZs?



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**CTC Source Protection Region**

Toronto and Region Source Protection Authority

George Jacoub  
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Source Protection Programs Branch  
Ministry of the Environment, Conservation and Parks

Submitted online only to Environmental Registry of Ontario (ERO) #019-2219

November 9, 2020

**Re: CTC SPR comments on the 2020 Proposed Amendments to the Director's Technical Rules:  
Assessment Report under the Clean Water Act, 2006**

Dear Mr. Jacoub,

Thank you for the opportunity to provide comments on the proposed amendments to the Director's Technical Rules made under section 107 of the Clean Water Act (ERO #019-2219).

CTC Source Protection Region staff have reviewed the proposed amendments and prepared a summary of comments (attached as Table 1) for consideration by the Ministry of the Environment, Conservation and Parks.

Respectfully yours,



Janet Ivey  
CTC SPR Program Manager

Chief Specialist, Watershed Plans and Source Water Protection  
Credit Valley Conservation Authority

CC: CTC Source Protection Committee

1	A	B	C	D
2	<b>TABLE 1</b>			
3	<b>*Strikeout, means text removed Underlined, means text added as per MECP SWP Branch Track changes PDF</b>			
4	<b>Clean Water Act, 2006 #</b>	<b>Proposed amendments</b>	<b>Footnote Reference</b>	<b>Comment</b>
5	<b>Part I.1 - Definitions</b>	1. In these rules,	1-Where Ministry of Environment or Ministry of Environment and Climate Change is used in the rules, it refers to same authority as Ministry of Environment, Conservations and Parks.	
6		(1) the following definitions apply: "managed land" means land to which agricultural source material, commercial fertilizer, or non-agricultural source material, <u>or processed organic waste is applied, excluding compost that meets the requirements for Categories "AA", "A", and "B" compost in Part II of the Compost Standards;</u>	2-Amended in August 2020	Agree. This change helps to clarify the intent of the CWA particularly wrt to pathogens and metals. Suggest adding a link to the relevant categories of the Compost Standards. Suggest also to indicate exemption from the CWA in these standards. ( <a href="https://www.ontario.ca/page/ontario-compost-quality-standards#section-2">https://www.ontario.ca/page/ontario-compost-quality-standards#section-2</a> ). SPA staff should advise the RMOs to review their site specific enumeration notes and indicate to the SPA whether threats should be removed for this revision.
7	<b>Part I.2 - Assessment Report Contents</b>	<b>Significant, moderate or low drinking water threats</b> 8. The identification of the areas within vulnerable areas where an activity is or would be a significant, moderate or low drinking water threat for the purpose of subclause 15(2)(h)(i) of the Act and subparagraphs 2i and 2ii of subsection 13(1) of O. Reg. 287/07 (General) and where a condition that results from past activities is a significant, moderate or low drinking water threat for the purpose of subclause 15(2)(h)(ii) and subparagraphs 2iii and 2iv of subsection 13(1) of O. Reg. 287/07 (General) shall be completed as follows:		
8				Agree with removal of scoring for SGRAs, but don't understand why they are still assigned to HVAs, which by definition, have a an implicit vs of 6
9				This was my question to know why they proposed to remove the vulnerability scoring for SGRAs and Gayle answered it.
10		(1) Assign vulnerability scores to highly vulnerable aquifers, <del>significant groundwater recharge areas</del> and wellhead protection areas in accordance with Part VII.	8-Amended in August 2020	Agree with this removal of Vulnerability calculations for SGRAs. The SGRAs are relevant to the quantity aspect of sustainable resources (and still captured under Part V.2) while the vulnerability is focused on the quality aspect. Vulnerability scoring is more relevant to Highly vulnerable aquifer assessments. Often these areas overlap in any case as the most vulnerable areas tend to be shallow unconfined areas where recharge is direct and significant. WHPA-Q's and 'Local Areas' also serve to protect water supply/recharge. SGRAs may also be considered as part of Watershed planning targets.
11		<b>Minimum information</b>		
12		9. An assessment report shall include the following:		
13		(2) A written description of the work undertaken in accordance with these rules including, information sources for data used in <del>developing</del> the assessment report and the purposes for which information was used	(a) 9-Amended in August 2020	Editorial - no comment
14	<b>Part I.3 - General</b>	Method and models 10. method or model used in the <del>preparation of</del> the assessment report shall be representative of the area or thing under study. A	10-Amended in August 2020	Editorial - no comment
15	<b>Part I.4 - Uncertainty analysis - Water quality</b>		11-Amended in August 2020	This was originally entitled Uncertainty - Water quality to differentiate the uncertainty analyses required for vulneerability from a water quality aspect. I can understand the broader heading but why not then present all of the uncertainty analyses required here? The work it refers to still remain quality aspect.
16		13. An analysis of the uncertainty, characterized by "high" or "low" shall be made in respect of the following:		
17		(5) The assessment of the vulnerability of <del>significant groundwater recharge areas</del> , highly vulnerable aquifers and wellhead protection areas undertaken in accordance with Part VII.	12-Amended in August 2020	Can an HVA have low vulnerability?
18				Agreed.
19		14. The following factors shall be considered in an analysis conducted for the purpose of rule 13:		
20		(1) The distribution, variability, quality and relevance of data used in the <del>preparation of</del> the assessment report.		Editorial
21	<b>Part I.5 - Alternate Methods or Approaches</b>			

	A	B	C	D
22		15.1 Despite any provision of these rules, in <del>preparing an assessment report</del> a source protection committee may use an alternate method or approach <u>in the assessment report</u> for gathering information or for performing a task that departs from the method or approach prescribed in these rules if <del>the following conditions are met</del> <u>by including the following information in the assessment report:</u>	13- Amended August 2020	Editorial for the section. Agreed
23		<u>(1) the rule that is being departed from;</u>		
24		<u>(3) an explanation of how the method or approach used by the source protection committee to gather information or perform the task is equivalent to or better than the approach or method prescribed in these rules; and</u>		Agreed as this allows for continuous improvement without the administrative burden and time associated with requesting approval (demonstrating all the required conditions) for a new approach before implementing.
25		<u>(4) the source protection committee provides the Director with a notice of the alternate method or approach that identifies the rule being departed from and a brief summary of the rationale and explanation referred to in (2) and (3).</u>		A much better approach - currently there is a top-down approach, where the director provides the justification
26				I assume the notice can be sent at the same time as the amendment and it is for flagging purposes. It is not clear whether the Director must respond prior to the use of the new method. Please clarify.
27	<b>Part I.6 – Climate Consideration Data – Director’s Directions Water quality</b>			
28		15.2 For greater certainty, section 15.1 does not relieve the source protection committee from ensuring that an assessment report is <del>prepared</del> made in accordance with an applicable requirement in the Act, the regulations or the terms of reference.	14 Amended August 2020	Editorial
29				Who has the authority to decide on whether a climate impact assessment is required for a particular DWS? Where the SPA are asked to perform the analyses, they will require additional resources and training in applying CO’s methodology and working with Envir Canada’s model outputs
30		<del>15.3 If, in preparing an assessment report, the source protection committee is required by these rules to consider climate data in making a determination or performing a task, the Director may give directions to the committee for the purpose of ensuring that impacts from climate change are taken into account, including directing the committee to</del> <u>If a source protection committee prepares a climate impact assessment in relation to a wellhead protection area or intake protection zone delineated in the assessment report and the source protection committee intends to use the findings of the impact assessment in the assessment report, the following shall be included in the assessment report</u>	15 Amended August 2020	Agreed. This reduces the administrative and technical burden on the MECP for providing data/direction for climate change. It allows local agencies to use localized and sometimes more appropriate/up-to-date information for climate change impact assessment. It is suggested that the MECP, however, not stay too far removed as the authority of approval still remains with the Province. As well, many local agencies will require Provincial assistance as a result of limited resources. This is a role for the Province in leading edge climate change analyses.
31				Where does the climate change vulnerability assessment tool (version 2) fit into this?
32				Agree. Province should provide climate change projections for each SPR to be consistent with the approach and outcomes

	A	B	C	D
33		<p>(1) use a climate data set provided by the Director; or (2) use any climate data gathered by the committee in the manner specified by the Director.— (1)  An explanation of why specified climate data sets were used as the basis for the climate impact assessment; (2) A  summary of the findings of the climate impact assessment;  (3) A description of the approach used by the source protection committee to evaluate the vulnerability of a drinking water system to climate impacts identified in the climate impact assessment; and  (4) An explanation of the results of the evaluation under subrule (3), including whether the evaluation concluded that the drinking water system is resilient to the climate impacts identified in the climate impact assessment.</p>		All acceptable conditions/ requirements.
34				Agree with this approach
35	<b>Part II – Watershed Characterization</b>			Should add the date to the number of users as a reference point. Clause (c)
36		<p>16. The following shall be included in a characterization of a watershed, where the information is available: (3)  With respect to drinking water systems, (e) the location of monitoring <del>locations wells</del> related to the system.</p>	16- Amended August 2020	seems redundant - suggested wording "location of monitoring infrastructure related to the system"
37		(9) One or more maps of the percentage of managed lands <del>within a significant groundwater recharge area</del> Removed	17-Amended August 2020	Agreed.
38		(b) each of the following areas within a vulnerable area:		
39		(x) IPZ-ICA, if any.	18-Amended August 2020	Introduced in August 2020. With regard to IPZ-ICA and WHPA-ICA in this subrule, one or more maps of the percentage of managed lands / live stock density or percentages of impervious surface areas is required where the drinking water issue identified for IPZ-ICA or WHPA-ICA is a contributing parameter of the drinking water threats activities listed in subrule (9).
40		(xi) WHPA-ICA, if any.		IPZ Impact to SPA workload. Need to look at the Rules for IPZ-ICA delineation
41				No technical guidance offered on the methodology (ies) and process to be used to delineate ICAs
42				This will require that foundation studies be undertaken either by third party consultants and / or staff, and will entail data collection, modelling work, analyses, vulnerable area delineation, and detailed explanatory text and mapping. The data collection will include review of Water Treatment Plant historical records, reports and data to identify and assess historical issues, and threat assessment/enumeration. Also, a new IPZ-ICA technical guide is needed for proposed developments outside existing IPZ but have potential of introducing new significant drinking water threats. The technical guide should provide investigation procedure to determine if the proposed development site with the associated drinking water threat will have to be re-classified as IPZ-ICA. Work will also be required to update the Source Protection Plan to address threats to this new vulnerable area. This will entail a significant amount of work.
42		If two or more areas in an area referred to in clause (a) <del>and (eb)</del> have different vulnerability scores, the percentage of managed land may be determined for each of those areas. Mapping the percentage of managed lands is not required for any area in an area mentioned in clause (a) <del>and (eb)</del> where the vulnerability scores for that area are less than those necessary for the following activities to be considered a significant, moderate or low drinking water threat in the Table of Drinking Water Threats: the application of agricultural source material to land, the application of non-agricultural source material to land and the application of commercial fertilizer to land. Each map prepared in accordance with this subrule shall be labelled the "managed land map".19	19- Amended August 2020	Editorial.

	A	B	C	D
43		<p>(10) One or more maps of livestock density for each area referred to in subrule (9). Livestock density shall be determined by dividing the nutrient units generated in each area by the number of acres of agricultural managed land in that area where agricultural source material is applied. If two or more areas in an area referred to in subrule (9) (a) <del>to</del> <u>and</u> (eb) have different vulnerability scores, the livestock density may be determined for each of those areas. Mapping livestock density is not required for any area in an area mentioned in clause (9) (a) <del>to</del> <u>and</u> (eb) where the vulnerability scores for that area are less than those necessary for the following activities to be considered a significant, moderate or low drinking water threat in the Table of Drinking Water Threats: the application of agricultural source material to land, the application of non-agricultural source material to land and the application of commercial fertilizer to land. Each map prepared in accordance with this subrule shall be labelled the "livestock density map"</p>	20-Amended August 2020	Editorial
44		<p><u>(11) For every highly vulnerable aquifer or each area of a wellhead protection area and intake protection zone identified in clause 9 (b), one or more maps showing the percentage of impervious surface areas where road salt application in those areas is or would be a significant, moderate or low threat as determined in accordance with the Table of Drinking Water Threats. Where an area identified in clause 9 (b) has two or more vulnerability scores, the percentage of impervious surface area may be determined for each sub-area with the same vulnerability score. Each map prepared in accordance with this subrule shall be labelled the "total impervious surface area map".</u></p> <p><del>For each vulnerable area, one or more maps of the percentage of the impervious surface area where road salt can be applied per square kilometre in the vulnerable area. Mapping the percentage of impervious surface area is not required for an area in a vulnerable area where the vulnerability scores for that area is less than the vulnerability score necessary for the application of road salt to be considered a significant, moderate or low threat in the Table of Drinking Water Threats. Each map prepared in accordance with this subrule shall be labelled the "total impervious surface area map".</del></p>	21- Amended August 2020	<p>The current version frequently produces scoring which can fall under the threshold criteria for the identification of a significant threat - even in areas which have been identified as ICAs for Na and CL. This updated GIS methodology may however result in an increase in the significant threats related to road salt.</p>
45				Agreed. This clause I believe was simply edited for clarity. Focus is on the impervious areas where road salt IS applied as versus where it CAN BE applied.
46				Wording of this rule needs improvement
47		<p>17. Removed. <del>22 For the purposes of subrule 16(11), the location of a square kilometre in a vulnerable area shall be determined by overlaying a 1 kilometre by 1 kilometre grid over the vulnerable area with a node of the grid centred on the centroid of the source protection area.</del></p>	22- Removed	Agreed as unnecessary and overly prescriptive.
48	Part III – Water Budget			
49	Part III.2 – Subwatershed water budgets	<p>30.1 If, the information required to delineate a local area or to complete a Tier Three water budget in accordance with rule 30 <del>can</del> <u>may</u> not be readily ascertained, the assessment report <u>may instead include a description of the steps that will be taken to ascertain the necessary information and complete the Tier 3 work.</u></p> <p><del>1) a plan that includes a work schedule for ascertaining the information necessary to delineate the local area or complete the Tier Three water budget, including any additional work that must be carried out under these rules as a result of ascertaining this information; and</del></p> <p><del>2) if, after completing the work the source protection committee becomes aware that the assessment report is no longer accurate or complete, an estimate of the date by which the source protection committee expects an updated assessment report would be submitted to the Director under section 19 of the Act.</del></p>	23- Amended August 2020	Gives flexibility to the municipalities but weakens the legislative power to drive the work to occur. Suggest that 'steps' to be taken should be complemented with a deadline cap to ensure the work does not remain in limbo for extended periods. This should be a reportable item in the annual SPP reporting process where relevant.
50	Part V – Delineation of Vulnerable Areas: Highly Vulnerable Aquifers, Significant Groundwater Recharge Areas and Wellhead Protection Are			
51	Part V.3 - Delineation of wellhead protection areas, type I systems			

	A	B	C	D
52		47. A wellhead protection area for a well associated with a type I system is the area created by combining all of the following areas:		
53		<del>(6) Area WHPA-F, being the area delineated in accordance with the rules in Part VI that apply to the delineation of an IPZ-3, as if an intake for the system were located in the surface water body influencing the well at the point closest in proximity to the well. Removed.</del>	25- Amended August 2020	agree with the removal - was never clear to its intent
54		<del>(7) Area WHPA-ICA, being the issue contributing area in relation to Part XI.1, shall only be delineated where,</del> <sup>26</sup>	26-Introduced in August 2020	Agree with the inclusion of "naturally occurring conditions" in the definition, so that this condition will not be applicable in an argument against the delineation of an ICA. However, no technical guidance has been offered on the methodology (ies) and process to be used to delineate ICAs
55	<del>(a) a drinking water issue is identified in accordance with rule 114 in relation to the well, and (b) there is evidence that activities, conditions that result from past activities, and naturally occurring conditions, within this area, contribute to the drinking water issue described in subrule (a).</del>	Agree with the inclusion of "naturally occurring conditions" in the definition. How does this tie in with ORMGP's comment wrt WHPA delinations and "long skinny" WHPAs in some of smaller CAs?		
56		Good addition. To be consistent with ICAs for wells. This allows for historical issues to be identified and a plan be put in place to address. This will address the key ongoing problems identified by WTPs on the Great Lakes and direct action in hopefully a consistent manner. This has workload impacts to the SPA.		
57		48. Despite rule 47, where a zone representing a ten year time of travel was delineated for the well in a report prepared prior to April 30, 2005 and a five year time of travel has never been delineated for the well the wellhead protection area for a well associated with a type I system is the area created by combining all of the following areas:		
58		<del>(6) Area WHPA-F, delineated in accordance with the requirements of subrule 47(6). Removed.</del>	27- Amended Augst 2020	OK. Replaced with IPZ-ICA
59		<del>(7) Area WHPA-ICA, being the issue contributing area in relation to Part XI.1, shall only be delineated where, (a) a drinking water issue is identified in accordance with rule 114 in relation to the well, and (b) there is evidence that activities, conditions that result from past activities, and naturally occurring conditions, within this area, contribute to the drinking water issue described in subrule (a).</del>	28-Introduced in August 2020	Agreed. Good addition
60				CVSPA already has ICAs delineated for WHPAs using these rules ..this is not new...perhaps just a name-change (?)
61		<del>50. Removed.<sup>29</sup> Despite subrules 47(6) and 48(6), area WHPA-F shall only be added to a wellhead protection area where, (1) the wellhead protection area contains a WHPA-E; (2) a drinking water issue is identified in accordance with Part XI.1 in relation to the well; and (3) the source of the drinking water issue described in subrule (2) originates outside of areas WHPA-A, WHPA-B, WHPA-C, WHPA-C1 if any, WHPA-D and WHPA-E.</del>	29- Amended August 2020	
62		<del>50.1 If the information required to delineate a WHPA-E or WHPA-F in accordance with subrule 47(5) or 48(5) may not be readily ascertained, the assessment report may instead include; a description of the steps that will be taken to ascertain the necessary information and complete the work. (1) a plan that includes a work schedule for ascertaining the information necessary to delineate the WHPA-E and F, including any additional work that must be carried out under these rules as a result of ascertaining this information; and (2) if, after completing the work the source protection committee becomes aware that the assessment report is no longer accurate or complete, an estimate of the date by which the source protection committee expects an updated assessment report would be submitted to the Director under section 19 of the Act.</del>	30- Amended in August 2020	Again, suggest a timeframe be required of the implementer to ensure timely addressing of this matter.
63	<b>Part VI – Delineation of Vulnerable Areas: Surface Water Intake Protection Zones</b>			
64	<b>Part VI.1 – General</b>	Classification of intakes		

	A	B	C	D
65		55.1 If the source protection committee is of the opinion that the classification of an intake or planned intake in accordance with rule 55 is not appropriate, the committee may reclassify the intake or planned intake and shall include in the assessment report a rationale and evidence to support the reclassification. The Director may, by written notice, classify an intake or planned intake associated with a type I, II or III system and the classification specified in the notice shall deem to be the classification for the intake or planned intake and any written notice given by the Director under this rule shall be included in the assessment report	31- Amended in August 2020	This should ease administrative burden. The classification should be required to be consistent with classifications under instruments such as the SDWA and regulations
66	<b>Part VI.2 - Area of surface water intake protection zones</b>			
67		58. A surface water intake protection zone for a surface water intake associated with a type I system or a type II or type III system to which O. Reg. 170/03 (Drinking Water Systems) made under the Safe Drinking Water Act, 2002, O. Reg. 318/08 (Transitional – Small Drinking Water Systems) made under the Health Protection and Promotion Act or O. Reg. 319/08 (Small Drinking Water Systems) made under the Health Protection and Promotion Act applies, is the area created by combining all of the following areas:		
68		<u>(5) Area IPZ-ICA, delineated in relation to the rules in Part XI.1, where applicable.</u>	32-Introduced in August 2020	Editorial to add IPZ-ICA
69	<b>Part VI.3 - Delineation of IPZ-1</b>	<u>62.1 The setback delineated in accordance with rule (62) may be extended to other areas within the area delineated in accordance with rule 61, if applicable, which may contribute water to the intake.</u>	33-Introduced in August 2020	Agreed. Makes sense.
70				May require additional work, maximum setback for IPZ1 including portion on land is 1000m. Type A
71			34-37 -Amended in March 2017	
72	<b>Part VI.8 - Delineation of IPZ-ICA</b>			Per challenges previously experienced with delineation of groundwater (WHPA) ICAs, there ought to be defining criteria agreed by provincial and local stakeholders. For ex..how far are they permitted to extend from L.O...past the IPZ 2 limits? May also have workload implications for SPAs.
73		<u>78.1 Area IPZ-ICA, being the issue contributing area in relation to Part XI.1, shall only be delineated where, (1) a drinking water issue is identified in accordance with rule 114 in relation to the intake; and (2) there is evidence that activities, conditions that result from past activities, and naturally occurring conditions, within this area, contribute to the drinking water issue described in subrule (1).</u>	38- Introduced August 2020	Instruction on the modelling requirements for mapping the ICA. How does this tie in wrt Gayle's comment RE WTPs on the Great Lakes?
74				IPZ-ICA - only delineated if there's degradation to DWS based on water quality monitoring by the municipality
75				Fine...agrees with other amendments. I anticipated some instruction on the limit of the delineated boundary of the ICA and modelling requirements for mapping the ICA?
76			39, 40 - Amended in March 2017	
77	<b>Part VIII – Vulnerability: Surface Water Intake Protection Zones</b>			
78	<b>Part VIII.1 - Vulnerability scores</b>	86. A vulnerability score shall be assigned to each IPZ-1 and to each area of an IPZ-2 associated with a type A, B, C or D intake and to each area of an IPZ-3 associated with a type C or type D intake.	41- Amended August 2020	Editorial
79		87. The vulnerability score assigned to each IPZ-1, each area of an IPZ-2 and each area of an IPZ-3 associated with a type C or type D intake shall be calculated in accordance with the following formula, B x C Where, B = the area vulnerability factor of the area of the surface water intake protection zone determined in accordance with rules 88 to 93; and C = the source vulnerability factor of the surface water intake determined in accordance with rules 94 to 96.	42- Amended August 2020	Editorial

	A	B	C	D
80				It will be possible to have multiple vulnerability scoring within the IPZ-2, in areas where the soils data and infiltration characteristics imply increased runoff. Currently an IPZ-2 can not have a vulnerability score high enough to meet the threshold for a significant drinking water threat. Can this change with this update?
81				May require additional work.
82	<b>Part VIII.2 - Area vulnerability factor</b>	89. <del>One or more area vulnerability factors that are not less than 7 and not greater than 9 shall be assigned to each area within an IPZ-2 shall be assigned an area vulnerability factor that is not less than 7 and not more than 9 based on the vulnerability of the area where a higher factor corresponds to a higher vulnerability.</del>	43- Amended August 2020	Language clarification. Fine
83		92. The following shall be considered and documented in determining the area vulnerability factor of an IPZ-2 or of an area within an IPZ-2 or IPZ-3 for the purpose of rule 89 or 90 and an explanation shall be provided on how each affected the determination of the area vulnerability factor of that area	44- Amended August 2020	Editorial
84	<b>Part XI – Drinking Water Threats: Water Quality</b>			
85			45- Introduced in March 2017 46-51 Amended March 2017	
86	<b>Part XI.1 - Describing drinking water issues</b>	115. Only in respect of a drinking water issue identified in accordance with rule 114, where the drinking water issue is the result of, or partially the result of, anthropogenic causes, the description of the drinking water issue shall include the following information:		
87		(3) <del>The issue contributing area delineated in accordance with subrules 47 (7) or 48 (7) or rule 78.1; area within a vulnerable area where activities, conditions that result from past activities, and naturally occurring conditions may contribute to the parameter or pathogen and this area shall be identified as the “issue contributing area”;</del> and	52- Amended August 2020	Tying it to Rule 47 and 48, fine.
88				Suggest inclusion of links (electronic doc) to the rules & sub-rules that are being cited /referenced.
89		116. <del>Removed. If the information specified by subrules 115(3) or (4) cannot be readily ascertained, the assessment report shall include, (1) a plan that includes a work schedule for ascertaining the information specified by those subrules, including any additional work that must be carried out as a result of ascertaining this information; and (2) if, after completing the work the source protection committee becomes aware that the assessment report is no longer accurate or complete, an estimate of the date by which the source protection committee expects an updated assessment report would be submitted to the Director under section 19 of the Act.</del>	53- Amended August 2020	
90	<b>Part XI.2 - Listing drinking water threats - Activities</b>	<b>Activities prescribed to be drinking water threats</b>		
91		118. The activities prescribed to be drinking water threats for a vulnerable area in paragraphs 1 through 18 and paragraphs <u>21 to 22</u> of subsection 1.1(1) of O. Reg. 287/07 (General) may be collectively listed in the assessment report as “the activities prescribed to be drinking water threats in paragraphs 1 through 18 and paragraphs <u>21 and 22</u> of subsection 1.1(1) of O. Reg. 287/07 (General)”.	54- Amended August 2020	
92		<b>Other activities</b>		
93		119. In addition to activities prescribed to be drinking water threats in paragraphs 1 through 18 and paragraphs <u>21 and 22</u> of subsection 1.1(1) of O.Reg. 287/07 (General), an activity shall be listed as a drinking water threat for a vulnerable area if,	55- Amended August 2020	
94		<del>(2) an approval is not required to engage in the activity pursuant to any Act (Provincial or Federal); (3) the Director has confirmed in writing that the activity is an activity that can be assessed and addressed as a drinking water threat under the Clean Water Act; and</del>		
95	<b>Part XI.3 - Listing drinking water threats - Conditions</b>			
96		<b>Listing Conditions that result from past activities</b>		
97		126. If the source protection committee is aware of one of the following conditions that results from past activities, the committee shall list it as a drinking water threat under clause 15(2)(g)(ii) of the Act:	56- Amended August 2020	

	A	B	C	D
98		(1) The presence of a non-aqueous phase liquid in groundwater in a highly vulnerable aquifer, <del>significant groundwater recharge area</del> or wellhead protection area.		Is it not important to monitor the water threats for SGRAs?
99		(3) The presence of a contaminant in groundwater in a highly vulnerable aquifer, <del>significant groundwater recharge area</del> or a wellhead protection area, if the contaminant is listed in Table 2 of the Soil, Ground Water and Sediment Standards, is present at a concentration that exceeds the potable groundwater standard set out for the contaminant in that Table, and the presence of the contaminant in groundwater could result in the deterioration of the groundwater for use as a source of drinking water.	57- Amended August 2020	Is it not important to monitor the water threats for SGRAs?
100			58 Amended in March 2017 Introduced in March 2017	59
101	<b>Part XI.5 - Identifying areas for significant, moderate and low drinking water threats - Conditions</b>	139. For the purpose of rule 138, the hazard rating of a condition that results from a past activity is, (1) if there is evidence that <del>the condition is causing off-site contamination</del> <u>the contamination is migrating towards the well or intake and the contamination has the potential to deteriorate the quality of water of the aquifer drinking water source or the surface water drinking water source, the hazard rating is 10</u>	60 Amended in March 2017 61 Amended in August 2020	agree with the clarification. The refinement affords greater protection to drinking water systems
102			62 Amended in March 2017 63 Amended in March 2017	
103		141. Despite anything else in these rules, a condition that results from a past activity is a significant drinking water threat if, (4) there is evidence that <del>the condition is causing off-site contamination</del> <u>the contamination is migrating towards the well or intake and the contamination has the potential to deteriorate the quality of water of the aquifer drinking water source or the surface water drinking water source or the condition is on the property where the surface water intake, well or monitoring location identified in accordance with subrule 115(2) is located.</u>	64 Amended in March 2017 65 Amended in August 2020	agree with the clarification. The refinement affords greater protection to drinking water systems
104				Agreed.
105	<b>Proposed Amendments to the Tables of Drinking Water Threats</b>			
106	<b>Section 1: Amendments to the drinking water threats circumstances subcategories</b>		Please enter comments in corresponding cell below	
107				New circumstance text is confusing wrt an IPZ that is scored 10. It suggests that 10 can never be less than 8% imperviousness but can be greater than 6%. Regardless of if this is an sub area or the full IPZ, the instruction is unclear.
108		1. Application of Road Salt (page 84)		Text is unclear with respect to IPZs...needs to be clarified. What is the threshold criterion for an IPZ scored 10 - is it 6% or 8% ?
109				Can the application of road salt increase the Vfs from 0.5 to 0.7 and who is responsible for this work?
110				Further Clarification and methodology is required in order to determine impacts of the proposed changes? Is the modeling for impervious by entire IPZ, sub areas, or by 1km Grid or a combination of there of. Definition of the sub area would be beneficial.
111				I agree with Kerry M and Gayle SC, the wording of the proposed new circumstance is confusing, particularly in regards to an IPZ.
112		<u>2. Handling and Storage of Road Salt (page 85)</u>		Agree. It is not just the volume stored but how it is stored. This revision makes practical sense.
113				All HVA's in CLOCA already have a vulnerability scoring of 6 based on the AVI.
114				Can the storage of road salt increase the Vfs from 0.5 to 0.7 and who is responsible for this work?
115				Will now capture residential storage, since 25L bags have now been included. This will likely result in new significant drinking water threats, with implications to threat counts and risk management plans.
116		<u>3. Wastewater Collection Facilities and Associated Parts (page 87)</u>		What if the combined or sanitary sewer is not located in the IPZ or WHPA but the discharge could flow into said zone? Would this require modelling to determine if overflows and discharges from combined and sanitary sewer could impact an IPZ or WHPA E/10? Otherwise good to recognize the additional circumstances for risk. Do the SPA need to enumerate additional threats where these new conditions exist?

	A	B	C	D
117				Implications for City of Toronto where there is a number of combined sewer systems?
118				The scope of the additional work is not clearly understood based on the amendment presented. Suggest that explanatory notes be included as a compendium to the Technical Rule updates. Perhaps a "cheat sheet" showing the differences and new requirements vs. current ones .
119		<u>4. Storm Water Management Facilities and Drainage Systems (page 93)</u>		Specificity with the areas that could qualify for risk (surface water now only the IPZs and WHPA-Es: 8-10 and WHPA:10 vs all land or surface water.) If the facility does not discharge or impact these areas, they are not enumerated? Focus on municipal systems. Additional work to remove threats and re count.
120				Implications for infiltration facilities?
121				The scope of the additional work is not clearly understood based on the amendment presented. Suggest that explanatory notes be included as a compendium to the Technical Rule updates. Perhaps a "cheat sheet" showing the differences and new requirements vs. current ones .
122		<u>5. Wastewater Treatment Facilities and Associated Parts (page 99)</u>		Minimizes/tightens the risk circumstances to focus on discharge for the various parts of the facility.
123		<u>6. Industrial Effluent Discharges (page 103)</u>		Good change to accommodate circumstances where industrial effluent is discharged to land.
124		<u>7. Storage of Snow (page 105)</u>		This change focuses the impact zones to IPZ, WHPA-E/WHPA:10. Why not say WHPA:10 (as in all with score 10) for circumstance 1 for SDWT?
125				new circumstance of 200m2 may result in new significant drinking water threats, impacting threat counts and risk management plans.
126		<u>8. Handling and Storage of DNAPLs (page 107)</u>		Seems to be a good revision as it refines the areas that would see significant impact and brings consistency with Reg 153. May mean enumeration revisions
127				The circumstance tables for pesticide application still say that Atrazine, Dicamba, Dichlorophenoxy Acetic Acid (2,4-D), MCPA (2-methyl-4-chlorophenoxyacetic acid ), MCPB (4-(4-chloro-2-methylphenoxy)butanoic acid ), Mecoprop, Metalaxyl, Metolachlor or s-Metolachlor are significant threats in a WHPA A when application in an area greater than 10 ha. This is a mathematical impossibility. No matter how hard you try, you can't fit 10 ha. into a 100 m radius circle. A 100 m radius circle has an area of 3.1415926536 ha. Therefore, none of those nasty pesticides are significant threats in a WHPA A. This needs to be corrected. They should make all the nasty pesticide chemicals significant threats in a WHPA A regardless of the area of application. The result would be that pesticide use in the WHPA A would be managed. The way things currently stand they are not significant threats and are therefore not managed. Just as an example of why this is important, some Plans may have prohibited or required risk management plans for pesticide use in WHPA As. For the chemicals listed above, these policies would not apply because they aren't technically significant threats.
128		<u>9. Storage and Handling of NASM (page 108)</u>		New circumstance regarding storage of NASM. Need some clarification/background regarding the need for addition.
129				Editorial correction required - "Significant risk would be identified in IPZs/WHPA-E scored 8 to 10 and WHPA:10
130		<u>10. Application of NASM (page 112)</u>		New circumstance for NASM application that poses risk to water quality (explicitly) and focused on IPZ and WHPAs:10. Non-farm herbivorous animals. Seems good...additional protection but focused on key areas of vulnerability.
131		<u>11. Handling and Storage of Fuel (page 116)</u>		Good practical change as indeed storage and handling happens together.
132				Threshold volume changed to 250L, which will likely create new significant drinking water threats. Accordingly, there will be implications to threat counts and risk management plans
133		<u>12. Handling and Storage of Commercial Fertilizer (page 119)</u>		I take I that this circumstance was previously confusing and not associated with the same facility/property? If so this editorial change is fine.
134				Do the new circumstances supercede the previous ones, or add to them?
135		<u>13. Waste Transfer/Processing Sites (page 121)</u>		Removes sites that are NOT approved to receive subject waste under Reg 347 and focuses on key vulnerable areas. Good clarification.
136		<u>14. Waste Generating Facilities (page 123)</u>		Adds non registered sites (waste generating) under the EPA, that generate waste and that could pose a risk but focused in key vulnerable areas. This adds protection capturing all facilities that pose a risk.
137		<u>15. Waste: Application and Storage of Processed Organic Waste or Waste biomass (page 125)</u>		Requirement vs option for assessment of this threat. Viewed as waste vs NASM activity. Separation of tables between application and storage for different levels of risk. Added protection to respond to on the ground assessments. Will require review in the CTC
138		<u>16. Waste: Application and Storage of Hauled Sewage (page 130)</u>		Editorial to capture this as a waste. Good revision to reflect the disposal aspect of the subject waste. Focused to key vulnerabe areas
139		<u>17. General Editorial Amendments (page 131)</u>		Agreed
140				
141	<b>Overall General Comments</b>	<u>Any additional issues, gaps or concerns?</u>		A complementary document outlining the intent of each revision would be extremely helpful in reviewing and commenting. It has been awhile since these discussions. Background info is needed.
142				Where are the new rules on the inclusion of Liquified Nitrogen pipelines as a new water quality threat to IPZs?