



The Regional Municipality of Durham

Works Committee Agenda

Council Chambers
Regional Headquarters Building
605 Rossland Road East, Whitby

Wednesday, February 3, 2021

9:30 AM

Please note: In an effort to help mitigate the spread of COVID-19, and to generally comply with the directions from the Government of Ontario, it is requested in the strongest terms that Members participate in the meeting electronically. Regional Headquarters is closed to the public, all members of the public may view the Committee meeting via live streaming, instead of attending the meeting in person. If you wish to register as a delegate regarding an agenda item, you may register in advance of the meeting by noon on the day prior to the meeting by emailing delegations@durham.ca and will be provided with the details to delegate electronically.

1. Roll Call

2. Declarations of Interest

3. Adoption of Minutes

A) Works Committee meeting – January 6, 2021

Pages 4 - 13

4. Statutory Public Meetings

There are no statutory public meetings

5. Delegations

There are no delegations

6. Presentations

- 6.1 G. Anello, Director of Waste Management Services, and R. Jagannathan, Director of Transportation Services, re: 2021 Works Department Business Plans and Budgets (2021-W-6) [Item 8.2B)]

7. Waste

7.1 Correspondence

- A) Correspondence from June Gallagher, Clerk, Municipality of Clarington dated January 19, 2021, re: Terms of Reference for the Energy From Waste – Waste Management Advisory Committee (EFW-WMAC) 14

Recommendation: Refer to staff for a response

7.2 Reports

- A) Energy from Waste-Waste Management Advisory Committee (Host Community Agreement Committee) Membership Appointments (2021-WR-2) 15 - 22
- B) Anaerobic Digestion and the Environmental Assessment Act (2021-WR-3) 23 - 27

8. Works

8.1 Correspondence

8.2 Reports

- A) Extension of the Standardization of Programmable Logic Controllers, Related Process Control Equipment and Control System Software and the Renewal of Agreements with GE Intelligent Platforms Canada, Gray Matter Systems Canada and Gescan and the implementation of an Agreement with Emerson Automation Solutions to Support the Supervisory Control and Data Acquisition Systems Controlling Regional Water Supply and Wastewater Facilities (2021-W-5) 28 - 32
- B) 2021 Works Department Business Plans and Budgets (2021-W-6) 33 - 43
- [Link to the 2021 Works Department Business Plans and Budgets for General Tax and Solid Waste Management](#)
- C) Project Update and Sole Source of Additional Engineering Services for Upgrades at the Bowmanville WSP, in the Municipality of Clarington (2021-W-8) 44 - 48

- D) The Oak Ridges Moraine Groundwater Program (ORMGP), formerly known as York-Peel- Durham-Toronto (YPDT) and Conservation Authorities Moraine Coalition (CAMC) Groundwater Management Program, Status Update and Renewal of Memorandum of Understanding (2021-W-9) 49 - 98
- E) Alignment of the Planned Connection Between the Proposed Highway 401 Crossing at Hopkins Street and Champlain Court, in the Town of Whitby (2021-W-10) 99 - 105

9. Advisory Committee Resolutions

There are no advisory committee resolutions to be considered

10. Confidential Matters

10.1 Reports

- A) Confidential Report of the Commissioner of Works – Proposed or Pending Acquisition or Disposition of Land for Regional Corporation Purposes as it relates to an Update on the Proposed Manning-Adelaide Connection Project, in the Town of Whitby/City of Oshawa (2021-W-7)

Under Separate Cover

11. Other Business

12. Date of Next Meeting

Wednesday, March 3, 2021 at 9:30 AM

13. Adjournment

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The Regional Municipality of Durham

MINUTES

WORKS COMMITTEE

Wednesday, January 6, 2021

A regular meeting of the Works Committee was held on Wednesday, January 6, 2021 in Council Chambers, Regional Headquarters Building, 605 Rossland Road East, Whitby, Ontario at 9:30 AM. Electronic participation was offered for this meeting.

1. Roll Call

Present: Councillor Mitchell, Chair
Councillor Marimpietri, Vice-Chair
Councillor Barton
Councillor Crawford
Councillor McLean
Councillor John Neal
Councillor Smith
Regional Chair Henry
*** all members of Committee except Councillor Mitchell and Regional Chair Henry participated electronically**

Also

Present: Councillor Collier
Councillor Dies
Councillor Foster
Councillor Highet
Councillor Pickles
Councillor Schummer
Councillor Wotten

Absent: None

Staff

Present: E. Baxter-Trahair, Chief Administrative Officer
G. Anello, Director of Waste Management Services
J. Demanuele, Director of Business Services
J. Hunt, Regional Solicitor/Director of Legal Services, Corporate Services – Legal Services
R. Inacio, Systems Support Specialist, Corporate Services – IT
R. Jagannathan, Director of Transportation and Field Services
J. Paquette, Manager (Works), Corporate Communications
A. Porteous, Supervisor, Waste Services
J. Presta, Director of Environmental Services
S. Siopis, Commissioner of Works

A. Wakeford, Senior Solicitor, Corporate Services – Legal Services
S. Glover, Committee Clerk, Corporate Services – Legislative Services

2. Declarations of Interest

Councillor Marimpietri made a declaration of interest under the Municipal Conflict of Interest Act with respect to Report #2021-WR-1: Long-Term Waste Management Plan 2020 Consultation, Vision and Objectives, specifically as it relates to Section 5.16 of the report. He indicated that he has family members who own property and reside within an area potentially affected by the aforementioned applications.

3. Adoption of Minutes

Moved by Councillor McLean, Seconded by Councillor Crawford,
(1) That the minutes of the regular Works Committee meeting held on
Wednesday, December 2, 2020, be adopted.

CARRIED

4. Statutory Public Meetings

There were no statutory public meetings.

5. Delegations

There were no delegations to be heard.

6. Presentations

6.1 Gioseph Anello, Director, Waste Management Services and Christine Roarke, HDR Consultant, re: Long-Term Waste Management Plan Development (2020-WR-1) [Item 7.2 A]

G. Anello and Christine Roarke, provided a PowerPoint presentation regarding the Long-Term Waste Management Plan (LTWMP) Development.

Highlights from the presentation included:

- LTWMP Development
- What We Heard
- Proposed Guiding Principles
- Recommended Vision
- Recommended Objectives
- LTWMP Development and Update Framework
- Next Steps

Discussion ensued regarding whether it would be appropriate to add the word “rethink” to the proposed first guiding principle to make it consistent with the proposed first objective that states, “Engage with residents to build an understanding and awareness of the 5 Rs (Rethink, Reduce, Reuse, Recycle, Recover) and the Region’s waste management programs and services”.

Moved by Regional Chair Henry, Seconded by Councillor Smith,

- (2) That the agenda be altered to consider Item 7.2 A) Report #2021-WR-1: Long-Term Waste Management Plan 2020 Consultation, Vision and Objectives next.

CARRIED

7.2 Reports

A) Long-Term Waste Management Plan 2020 Consultation, Vision and Objectives (2021-WR-1)

Report #2021-WR-1 from S. Siopis, Commissioner of Works, was received.

Moved by Regional Chair Henry, Seconded by Councillor Smith,

- (3) That we recommend to Council:

That Council endorse the guiding principles, recommended vision, and objectives to be used as the framework to develop a draft Long-term Waste Management Plan 2021 to 2040.

CARRIED AS AMENDED
(See Following Motion)

Moved by Councillor Smith, Seconded by Councillor Barton,

- (4) That the main motion of Regional Chair Henry and Councillor Smith be amended by adding the following:

And further that:

The first bullet under guiding principles as contained in Attachment #2 to Report #2021-WR-1, be amended to insert the word “rethink” after the word “Emphasize”, and before the word “reduce” so that it now reads as follows:

- “Emphasize rethink, reduce and reuse principles as the first step in reducing waste generation”

CARRIED

6.2 John Presta, Director of Environmental Services, re: Update on Proposed Upgrades at the Duffin Creek Water Pollution Control Plant related to the Outfall Environmental Assessment and the Phosphorous Reduction Action Plan

J. Presta provided a PowerPoint presentation regarding an update on Proposed Upgrades at the Duffin Creek Water Pollution Control Plant (WPCP) related to the Outfall Environmental Assessment (EA) and the Phosphorous Reduction Action Plan (PRAP).

Highlights from the presentation included:

- Phosphorus Reduction Action Plan and Outfall Diffuser Upgrades
- Outfall Diffuser Upgrades
 - Existing Outfall Configuration
 - Variable-Diameter Check Valves
 - Design and Installation
- Phosphorus Reduction Action Plan Implementation
 - Ferric Chloride Dose Points Upgrades
 - Primary Polymer Addition
 - Secondary Clarifier Density Current Baffles
- Construction Plan
 - Outfall Upgrades
 - PRAP Upgrades
- Project Schedule and Status
- 2020 Plant Performance
 - Final Effluent Total Phosphorus Concentration and Loads
 - Final Effluent Soluble Reactive Phosphorus Concentration Loads

J. Presta responded to questions from the Committee regarding whether Durham Region will be upgrading to a tertiary treatment facility in the future and whether Durham and York Region will be working jointly; how the phosphorus is being reduced and what the operating objective is; whether there is future capacity at the Duffin Creek WPCP and whether there is room to accommodate the City of Pickering and the Town of Ajax's growth; the plant removing 95% of the phosphorus; and the effects of extreme intense rain events that enter into the sanitary sewer collection system.

In response to a question from the Committee regarding the requirements of the PRAP, J. Presta advised that the facility has been designed to meet the requirements of the PRAP, up to a flow of 630 megalitres per day. He advised that the facility is currently working at approximately 350-360 megalitres per day which is 60-65% of the plant's capacity.

Discussion ensued regarding whether Durham has ever had problems with overflowing at the plant. J. Presta advised that the plant does not have a bypass pipe similar to older plants in the province, and that all the wastewater is treated within the plant. He advised that there have been rare occasions where there have been spills at the plant site due to extreme rain events J. Presta also advised that there is no direct notice provided to committee members when there are spills or overflows but that this information is posted on the website when it

occurs. The Committee questioned if it would be possible for staff to send an email to Committee members when these incidents occurred.

In response to a question from the Committee regarding whether the City of Toronto has been able to contain bypasses throughout the City and address problems at their treatment plant at Victoria Park, J. Presta advised that the City of Toronto has an extensive capital program and have built very large tunnels and storage tanks throughout the city to contain bypasses. He also advised that a new outfall is being constructed at the main treatment plant at the Ashbridges Bay Wastewater Treatment plant to accommodate growth and that he would follow-up and get further details on the work being undertaken.

In response to a question from Councillor Dies regarding a potential fourth plant expansion, and at what capacity the plant would need to reach in order for an expansion to be considered, J. Presta advised that staff begin planning for expansions when flows reach between 80-90%, and on the rate of the flows, as it takes time for environmental assessments, detailed design work, and approvals for large projects. Discussion ensued regarding the plan for the province to move away from the water reclamation plant in upper York, and whether it would be in the Region's best interest to pause on the outfall diffusers before moving forward. J. Presta noted that the upgrades to the plant are required to be completed as part of the Regions of York and Durham's obligations within the Outfall EA and PRAP recommendations. J. Presta advised that he can provide further information to Councillor Dies directly.

Discussion ensued regarding the Lake Simcoe solution and whether or not York Region will support the Lake Simcoe solution and twinning of the pipes, and if they don't, how would that increase the flow of wastewater coming into the plant. J. Presta advised that the twinning of the primary trunk sewer would occur from Finch Avenue southerly to Duffin Creek WPCP. He noted that the information can be reviewed, and a response provided based on the questions asked at a future date. J. Presta advised that staff are achieving very good results at the plant, and that the actual plant results are better than the theoretical values presented in the past.

S. Siopis advised that regardless of the provincial initiative regarding the Upper York Sewage Solutions project (UYSS), the work being conducted at Duffin Creek WPCP is still required and staff are committed to completing it. She also advised that the twinning project would have to proceed either way. S. Siopis advised that both projects are necessary work to allow the system to be maintained. She stated that the pipe currently runs quite full. Redundancy would allow staff to complete regular maintenance.

7. Waste

7.1 Correspondence

- A) Memorandum dated January 4, 2021 from Susan Siopis, Commissioner of Works, and Gioseph Anello, Director of Waste Management Services, re: Municipality of Clarington Resolution #C-506-20 regarding Energy from Waste-Waste Management Advisory Committee (EFW-WMAC) Motions to Works Committee
-

Moved by Councillor Smith, Seconded by Councillor Barton,

- (5) That the memorandum dated January 4, 2021 from Susan Siopis, Commissioner of Works, and Gioseph Anello, Director of Waste Management Services, re: Municipality of Clarington Resolution #C-506-20 regarding Energy from Waste-Waste Management Advisory Committee (EFW-WMAC) motions to Works Committee, be received for information.

CARRIED

7.2 Reports

- A) Long-Term Waste Management Plan 2020 Consultation, Vision and Objectives (2021-WR-1)
-

This item was considered earlier in the meeting. See Item 7.2 A) on page 3 of these minutes.

8. **Works**

8.1 Correspondence

There were no items of communications to be considered.

8.2 Reports

- A) Expropriation of Lands Required for the Proposed Bus Rapid Transit project along Highway 2 (Kingston Road), in the City of Pickering, Town of Ajax and Town of Whitby (2021-W-1)
-

Report #2021-W-1 from S. Siopis, Commissioner of Works, was received.

In response to a question from Councillor Crawford regarding where there is additional information with respect to any road widening work scheduled in the Town of Ajax that is not scheduled in the first round, R. Jagannathan advised that he would provide that information to her directly.

Discussion ensued regarding potential disruptions at certain pinch points specific to the downtown areas and ensuring the Committee members will be advised when these disruptions will occur. R. Jagannathan noted that there is an ongoing environmental assessment that is looking at the pinch points specifically.

Moved by Councillor Crawford, Seconded by Councillor Barton,
(6) That we recommend to Council:

- A) That authority be granted to Regional Municipality of Durham staff to initiate expropriation proceedings where necessary with respect to the property requirements for the proposed Bus Rapid Transit project (Project) along Highway 2 (Kingston Road) as are generally depicted in Attachment #1 of Report #2020-W-1 of the Commissioner of Works, and as such other property requirements as may be determined and identified by Regional Municipality of Durham staff required for the Project;
- B) That authority be granted to the Regional Clerk and Regional Chair to execute any notices and forms as may be statutorily mandated by the Expropriations Act R.S.O. 1990, c. E.26 to give effect to Recommendation C) of Report #2020-W-1, including the Notices of Application of Approval to Expropriate;
- C) That authority be granted to Regional Municipality of Durham staff to serve and publish Notices of Application for Approval to Expropriate the property requirement as described in Recommendation A) of Report #2020-W-1, and to forward to the Chief Inquiry Officer any requests for hearing that are received, to attend the hearings to present the Regional Municipality of Durham's position, and to report the Inquiry Officer's recommendations to Regional Council for its consideration; and
- D) That all agreements and reports required for amicable property acquisitions and all agreements and reports required for settlements pursuant to the Expropriations Act RSO 1990, c. E.26 related to the Bus Rapid Transit Project approved in accordance with the Delegation of Authority By-Law 29-2020 or by Regional Council remain confidential in accordance to Section 239 (2)(c) of the Municipal Act as it relates to a proposed or pending acquisition or disposition of land for Regional Corporation purposes, and only be released publicly by the Commissioner of Works once all claims for compensation have been resolved on a complete and full and final basis for the Bus Rapid Transit Project where appropriate.

CARRIED

- B) Offer to Renew Lease Agreement with 2537613 Ontario Limited for Premises Occupied by the Durham Regional Police Services Located at 19 Courtice Court, in the Municipality of Clarington (2021-W-3)

Report #2021-W-3 from S. Siopis, Commissioner of Works, was received.

Discussion ensued regarding the use of the facility located at 19 Courtice Court, in the Municipality of Clarington; and whether when the new Clarington East Durham Regional Police site was being built, it was to bring all offsite DRP facilities together.

Moved by Councillor Marimpietri, Seconded by Councillor Crawford,
(7) That we recommend to Council:

- A) That the Offer to Renew Lease Agreement with 2537613 Ontario Limited for the premises, being the land and buildings including furnishings of the building located at 19 Courtice Court, in the Municipality of Clarington, containing approximately 2,226.81 square metres (23,970 square feet), be approved on the following terms and conditions:
- i) The term to be for a period of five (5) years commencing January 1, 2021 and ending December 31, 2025;
 - ii) The Regional Municipality of Durham to have the right to terminate the lease without penalty at any time after the second year upon providing six (6) months prior written notice;
 - iii) The annual basic rent for the period of January 1, 2021 to December 31, 2025 to be \$143,820*, based on a rate of \$64.58* per square metre (\$6.00* per square foot) per annum;
 - iv) The Regional Municipality of Durham to be responsible for all operating costs and property taxes for the leased premises at an estimated annual amount of \$296,000; and
- B) That the Regional Chair and Clerk be authorized to execute all documents associated with the Offer to Renew Lease agreement.
(* excludes applicable taxes

CARRIED

C) Project Update and Additional Engineering Services for the Proposed Whitby Water Supply Plant Expansion, in the Town of Whitby (2021-W-4)

Report #2021-W-4 from S. Siopis, Commissioner of Works, was received.

Moved by Regional Chair Henry, Seconded by Councillor McLean,
(8) That we recommend to Council:

- A) That commitments to AECOM Canada Ltd. be authorized for costs associated with Phase 2 for additional work required outside of the original scope of work in the amount of \$2,202,185*, over and above the approved Phase 1-3 upset limit of \$4,082,140* resulting in a total revised upset limit not to exceed \$6,284,325*, to be funded from within the approved project budget of \$9,850,000*; and
- B) That the Commissioner of Finance be authorized to execute the amendment to the existing engineering services agreement.
(* including disbursements and before applicable taxes.

CARRIED

9. Advisory Committee Resolutions

There were no advisory committee resolutions to be considered.

10. Confidential Matters

10.1 Reports

A) Confidential Report of the Commissioner of Works – Proposed or Pending Acquisition or Disposition of Land for Regional Corporation Purposes as it Relates to the Purchase of Lands Required for the Gibb Street and Hwy 2 BRT Projects (2021-W-2)

Confidential Report #2021-W-2 from S. Siopis, Commissioner of Works, was received.

Moved by Regional Chair Henry, Seconded by Councillor Barton,
(9) That we recommend to Council:

That the recommendations contained in Confidential Report #2021-W-2 of the Commissioner of Works be adopted.

CARRIED

11. Other Business

11.1 Vision Zero Update

Councillor Crawford provided a brief update regarding Vision Zero. She advised the Automated Speed Enforcement (ASE) initiative has had a positive impact on reducing speeds with a 30% decrease identified. She advised that staff are in the second round of moving the cameras to a different location, and that a report will be coming forward with respect to how many tickets have been issued from the red light camera program that was activated in September 2020. She further advised that many municipalities including Ajax are looking into adding ASE to their local streets and are working with the Region to get them installed and activated this year.

Discussion ensued with respect to receiving clarity over what the net revenue expectations are from the ASE program and whether the revenues would go back into safety initiatives in order to respond to public concerns.

11.2 Safety Upgrades at Main intersection in Sunderland

Councillor Smith thanked Commissioner S. Siopis, R. Jagannathan, and S. Kemp for their efforts with respect to safety upgrades made at one of the main intersections in Sunderland that were installed in late December 2020. He

advised that it has had the desired effect of slowing traffic down and increasing safety for pedestrians.

11.3 Main Street in Orono, in the Municipality of Clarington Project Timeframe

Councillor Foster requested confirmation of the timeframe for the completion of upgrades to Main Street in Orono, in the Municipality of Clarington. S. Siopis advised that works are currently forecasted for 2024-2025.

11.4 Concerns from the Public re: the EFW-WMAC Resolutions

Discussion ensued regarding the presentation made by G. Rocoski, Chair of the Energy from Waste – Waste Management Advisory Committee (EFW-WMAC) at Clarington Council in December 2020. Councillor Foster stated that the public is concerned that resolutions arising from the EFW-WMAC are being ignored and not being actioned by staff and/or the Works Committee. He requested that staff reach out to G. Rocoski to explain and provide clarification on how staff has responded to resolutions from the Committee as identified in the memorandum from S. Siopis listed as Item 7.1 A) of this agenda.

12. Date of Next Meeting

The next regularly scheduled Works Committee meeting will be held on Wednesday, February 3, 2021 at 9:30 AM in Council Chambers, Regional Headquarters Building, 605 Rossland Road East, Whitby.

13. Adjournment

Moved by Councillor John Neal, Seconded by Councillor McLean,
(10) That the meeting be adjourned.

CARRIED

The meeting adjourned at 11:02 AM

Respectfully submitted,

D. Mitchell, Chair

S. Glover, Committee Clerk

Clarington

If this information is required in an alternate format, please contact the Accessibility Co-Ordinator at 905-623-3379 ext. 2131

January 19, 2021

Ralph Walton, Regional Clerk
The Regional Municipality of Durham
Via Email: clerks@durham.ca

Dear Mr. Walton:


Re: Terms of Reference for the Energy From Waste – Waste Management Advisory Committee (EFW-WMAC)

File Number: PG.25.06

At a meeting held on January 18, 2021, the Council of the Municipality of Clarington approved the following Resolution #GG-029-21:

That the Municipality of Clarington request the Region of Durham amend the Terms of Reference for the Energy From Waste - Waste Management Advisory Committee, such that the Committees recommendations go to Regional Council instead of the Region of Durham's Public Works Committee.

Yours truly,


June Gallagher, B.A., Dipl. M.A.
Municipal Clerk

JG/cm

c: Melodee Smart, Administrative Assistant, Energy from Waste – Waste Management Advisory Committee (EFW-WMAC) - efw-wmac@durham.ca
Susan Siopis, Commissioner of Works, Regional Municipality of Durham - susan.siopis@durham.ca



The Regional Municipality of Durham Report

To: Works Committee
From: Commissioner of Works
Report: #2021-WR-2
Date: February 3, 2021

Subject:

Energy from Waste-Waste Management Advisory Committee (Host Community Agreement Committee) Membership Appointments

Recommendations:

That the Works Committee recommends to Regional Council:

- A) That the five applicants selected by members of the Works Committee be appointed for membership on the Energy from Waste-Waste Management Advisory Committee for a two-year term (2021-2022); and
 - B) That a copy of this report be forwarded to the Municipality of Clarington for information.
-

Report:

1. Purpose

1.1 The purpose of this report is to facilitate the appointment of individuals to serve as members on the Energy from Waste-Waste Management Advisory Committee (EFW-WMAC) (Host Community Agreement Committee) for a two-year term (2021 to 2022 – Term Five).

2. Background

2.1 The Host Community Agreement (HCA) between the Regional Municipality of Durham (Region) and Municipality of Clarington (Clarington) required the establishment of a public advisory committee.

2.2 The Terms of Reference (ToR) for the EFW-WMAC were developed in a collaborative effort with Clarington.

3. Previous Reports and Decisions

3.1 Report #2019-WR-3 dated February 6, 2019, EFW-WMAC (Host Community Agreement Committee) Membership Appointments recommended Term Four EFW-WMAC members.

4. Energy from Waste-Waste Management Advisory Committee

4.1 The purpose of the EFW-WMAC is to provide a forum for public and other stakeholders to monitor, review, learn and liaise with the Region about the Region's integrated waste management system.

4.2 Key topics anticipated to be addressed during the upcoming term include:

- a. Organics management program development
- b. Green bin program expansion
- c. Transition to extended producer responsibility
- d. Long term waste management plan development and implementation activities
- e. Transfer station infrastructure improvements and service level optimization
- f. Energy from waste performance updates from staff

4.3 The EFW-WMAC will meet on a quarterly basis and meetings will be open to the public.

5. Soliciting, Screening and Evaluation of Applicants

Advertising Campaign

5.1 The Region initiated a media advertising campaign using print and electronic media to ensure that Regional residents were aware of the opportunity to apply for membership to the next term of the EFW-WMAC (2021 to 2022 – Term Five). The submission deadline to submit applications was January 6, 2021.

Screening and Evaluation

- 5.2 The advertisement for membership stipulated that persons interested in membership on this committee must submit their resume and covering letter detailing their interest in this committee, previous committee experience, other relevant experience including details on their knowledge of waste management practices and energy-from-waste processes, and why they should be considered for this membership role.
- 5.3 The Region received 21 applications from residents living in Durham Region.
- 5.4 The evaluation criteria included:
- a. Representation which allows for a balance of members from all Local Area Municipalities, considering past membership.
 - b. Previous committee experience.
 - c. Other experience or qualifications that may be applicable such as environmental or waste management experience.
 - d. Designation by the proponent to represent a broad range of interests.
- 5.5 Applicants with a diverse set of skills and broad range of interests were given priority during the selection of recommended members. Broad municipal representation was also given priority during the selection process to ensure that all Local Area Municipalities have a rotating opportunity to participate term over term.

6. Relationship to Strategic Plan

- 6.1 This report aligns with/addresses the following strategic goals and priorities in the Durham Region Strategic Plan:
- a. Environmental Sustainability
 - Goal #1.2 – Increase waste diversion and resource recovery.
 - Goal #1.3 – Protect, preserve and restore the natural environment including greenspaces, waterways, parks, trails, and farmlands.
 - Goal #1.4 – Demonstrate leadership in sustainability and addressing climate change.

- b. Service Excellence
 - Goal #5.3 – Demonstrate commitment to continuous quality improvement and communicating results.

7. Conclusion

- 7.1 In accordance with the EFW-WMAC's ToR, Works Committee is requested to consider recommending to Regional Council five applicants for appointment to the next term (2021 to 2022 – Term Five) of the EFW-WMAC. Clarington Council has approved four members (Attachment #1). Once both Councils have approved their respective applicants, nine Regional residents will form the EFW-WMAC.
- 7.2 Regional staff has selected five applicants who would best serve the purposes of the committee for membership, as detailed in Attachment #1, for consideration in the selection of the five EFW-WMAC members to serve as the Region's Council appointees. The selected applicants include:
- a. George Rocoski (City of Oshawa)
 - b. Venkata Daram (Town of Ajax)
 - c. William Baszyk (Township of Brock)
 - d. Rochelle Fleming (City of Pickering)
 - e. Sarah Shields (Township of Scugog)
- 7.3 It is recommended that the five applicants, outlined in Attachment #2, be selected by members of the Works Committee for appointment to the Energy from Waste-Waste Management Advisory Committee.
- 7.4 For additional information, contact: Gioseph Anello, Director, Waste Management Services, at 905-668-7711, extension 3445.

8. Attachments

Attachment #1: Municipality of Clarington Resolution #GG-026-21 dated January 18, 2021, for the appointment of EFW-WMAC members to the next term (2021 to 2022 – Term Five).

Attachment #2: Regional Municipality of Durham Table of Recommended Applicants to the 2021 to 2022 Term Five Energy from Waste-Waste Management Advisory Committee

Respectfully submitted,

Original signed by:

Susan Siopis, P.Eng.
Commissioner of Works

Recommended for Presentation to Committee

Original signed by:

Elaine C. Baxter-Trahair
Chief Administrative Officer

Clarington

If this information is required in an alternate format, please contact the Accessibility Co-Ordinator at 905-623-3379 ext. 2131

January 21, 2021

Melodee Smart, Administrative Assistant
Regional Municipality of Durham
Energy from Waste – Waste Management Advisory Committee
Via Email: efw-wmac@durham.ca

Dear Ms. Smart:

Re: Appointments to Energy from Waste – Waste Management Advisory Committee (EFW-WMAC)

File Number: AA.18.03 Energy from Waste – Waste Management Advisory Committee (EFW-WMAC)

Please be advised that, at the January 18, 2021 Council Meeting, the following resolution #GG-026-21 was approved:

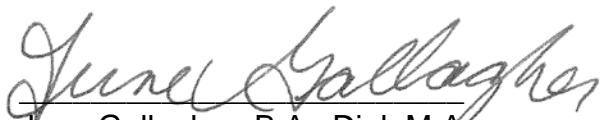
That Report [LGS-003-20](#) be received;

That the Committee appoint Kerry Meydam, Sami Elhajjeh, Lyndsay Riddoch, and Jim Vinson to the Energy from Waste – Waste Management Advisory Committee for a term ending December 31, 2022; and

That all interested parties listed in Report LGS-003-20 and any delegations be advised of Council's decision.

Accordingly, please find enclosed the applications for the appointed citizens. Please contact them with regards to the meeting dates and times any other pertinent information.

Yours truly,



June Gallagher, B.A., Dipl. M.A.
Municipal Clerk

JG/cm

Encl.

c. L. Patenaude, Committee Coordinator

**Recommended Applicants to the 2021 to 2022 Term Five of the
Energy from Waste-Waste Management Advisory Committee (EFW-WMAC)**

Name	Municipality	Committee Experience	Practical Experience	Other Information
George Rocoski	City of Oshawa	Yes	Yes	M.Eng. (Master of Engineering – Chemical) B.Sc.Eng. (Bachelor of Science – Engineering) 33 years with the Ontario Ministry of the Environment (retired) Extensive experience and knowledge of waste management in the Greater Toronto Area. Directly involved with negotiating and implementing the Michigan border closure for the shipment of municipal waste.
Rochelle Fleming	City of Pickering	No	Yes	B.Sc.Ed. (on-going), Environmental Technology Advanced Diploma Teaching in higher education – part time professor (physics, chemistry, microbiology and environmental biology) Experience as an environmental field technician.
Sarah Shields	Township of Scugog	Yes	Yes	Master of Resource and Environmental Management B.Sc. (Zoology) Environmental Planner, GHD Solid Waste Management Professional Experience in sustainability. Public sector and private sector work experience.

Recommended Applicants to the 2021 to 2022 Term Five of the
Energy from Waste-Waste Management Advisory Committee (EFW-WMAC)

Name	Municipality	Committee Experience	Practical Experience	Other Information
Venkata Daram	Town of Ajax	No	Yes	<p>M.Sc. (Chemical Engineering) (Bachelor of Technology – Chemical Engineering)</p> <p>Process Engineer</p> <p>Involved with organic effluents facility and environmental compliance regarding discharge to city sewers.</p> <p>Experience with organic digestion systems and energy generation.</p>
William Baszyk	Township of Brock	Yes	Yes	<p>Ph.D. (Doctor of Philosophy) in Business Administration</p> <p>MBA/FBA (Master of Business Administration/Faculty of Business Administration)</p> <p>M.Sc. (Master of Science) in Real Estate</p> <p>Professor, Faculty of Business, George Brown College</p> <p>Biochemist/Chemical Technologist</p> <p>Special interest area is the conversion of animal waste into energy via bio-digestion.</p>

If this information is required in an accessible format, please contact 1-800-372-1102 ext. 3540.



The Regional Municipality of Durham Report

To: Works Committee
From: Commissioner of Works
Report: #2021-WR-3
Date: February 3, 2021

Subject:

Anaerobic Digestion and the Environmental Assessment Act

Recommendation:

That the Works Committee recommends to Regional Council that the motion to amend Section 6.0.1 of the Environmental Assessment Act to include anaerobic digestion facilities in the list of facilities that require local municipal support not be approved.

Report:

1. Purpose

1.1 This report provides an assessment of the following amending motion, of Councillors Foster and Anderson, that was referred to staff for a report back to the Works Committee in February 2021.

- That the Province be requested to amend section 6.0.1 of the Environmental Assessment Act to include anaerobic digestion facilities in the list of waste disposal sites that require the support of each local municipality in which the anaerobic digestion facility would be situated.

2. Background

2.1 In July 2020, the Environmental Assessment Act (EAA) was amended as part of Bill 197 – COVID-19 Economic Recovery Act, 2020 to include a new section 6.0.1. The section applies to a proponent who wishes to establish a waste disposal site that is a landfilling site. Section 6.0.1. requires the proponent to obtain municipal support from each local municipality in which the landfilling site would be situated

and each municipality that is located within a 3.5-kilometre distance from the landfilling site.

- 2.2 A Council resolution demonstrating support for the new landfilling site from each applicable local and neighbouring municipality must be included in the Environmental Assessment submission to comply with section 6.0.1.

3. Previous Reports and Decisions

- 3.1 In preparation for the Mixed Waste Pre-sort and Anaerobic Digestion Project (Mixed Waste AD Project), the Region had several conversations with Ministry of the Environment, Conservation and Parks (MECP) staff and provided written correspondence to Ministry staff (September 25, 2019) regarding the EAA requirements for the Mixed Waste AD Project. The MECP responded to that inquiry through a letter dated March 20, 2020 and stated that:

- In accordance with subsection 11(1) 4 of O. Reg. 101/07 (Waste Management Projects) made under the Act, the establishment of a new waste disposal site at which waste would be handled, treated or processed and that would transfer less than 1,000 tonnes of waste per day for final disposal does not trigger provincial environmental assessment requirements.

- 3.2 The Region's Mixed Waste AD Project will not exceed 1,000 tonnes of waste per day for final disposal and therefore will not need to complete an Environmental Assessment.

- 3.3 The Region was copied on a letter sent to the MECP from the Municipality of Clarington (Clarington) dated July 9, 2020. In that letter, Clarington requested an order from the Minister's office prohibiting the Region from proceeding with the Mixed Waste AD Project until a "full and proper Environmental Assessment can be conducted".

4. Discussion

- 4.1 The Province has actively promoted a circular economy for waste management which it reinforces with its legislation. The legislation encourages technologies such as mixed waste pre-sort and anaerobic digestion over landfilling. The Made-in-Ontario Environment Plan commits Ontario to a waste management approach where producers are responsible for the waste generated from their products and packaging. Waste is seen as a resource that can be recovered, reused and

reintegrated back into the economy. The Environment Plan is supported by the Resource Recovery and Circular Economy Act (RRCEA). The RRCEA establishes the provincial interest in the growth and development of a circular economy and works to minimize the need for waste disposal.

- 4.2 The Food and Organic Waste Policy Statement is the only policy statement issued under the RRCEA to date. This policy statement outlines the targets and timelines for municipalities and multi-residential building owners for food and organic waste diversion. For the Region, the diversion target is 70 per cent in 2023 for single family residential organics diversion. Multi-residential building owners are expected to divert 50 per cent of food and organic waste generated in the building by 2025. The Food and Organic Waste Policy Statement supports the use of mixed waste pre-sort systems as a way for a municipality to reach its food and organic waste diversion targets.
- 4.3 The Ontario Waste Management Association (OWMA) estimates that Ontario will use its remaining landfill capacity by 2032 based on current waste disposal rates. It is expected that the new amendment to the EAA requiring municipal support for new landfills will reduce the number of new landfills constructed in Ontario. As a result, more waste will be sent to landfills outside of Ontario if alternative innovative solutions are not established within Ontario.
- 4.4 Imposing further restrictions on waste disposal sites that divert waste from landfills, such as mixed waste pre-sort, anaerobic digestion and other recycling facilities, will create additional challenges for Ontario to meet its diversion targets. Paired with reduced landfill capacity, this will lead to increased financial costs for waste disposal and environmental harm (i.e. climate change effects from increased transportation of waste).
- 4.5 The siting, construction and operation of waste management sites must comply with existing provincial and municipal regulatory requirements, including environmental permitting. Careful consideration must be given to increasing the applicability of the new section 6.0.1 of the EAA to other waste management sites for the following reasons:
 - An application for a new landfill can meet all provincial and municipal regulatory requirements but still be refused if it does not have the support of the local municipal councils.

- An unconditional veto power for the siting of waste disposal sites should be limited given the other regulatory review that these sites must already undergo.
- Section 6.0.1 can have the opposite effect of increasing local municipal control over the siting of landfills if the site is within 3.5 km of another municipality. In that case, a neighbouring municipality can stop the new landfill site from proceeding with an Environmental Assessment even if the application has the support of the local municipality where the landfill is proposed to be situated.
- Increasing the list of waste disposal facilities that require local and neighbouring municipal support under the EAA as it is not in line with the province's Environmental Plan to increase waste diversion. Mixed waste and anaerobic digestion facilities help to achieve provincial diversion targets by removing organics and other divertible materials that would have normally gone to landfill and using them to create new products, digestate and renewable natural gas.

5. Potential Impacts to the Region

- 5.1 Clarington has relayed concerns to the MECP about the proposed Mixed Waste and AD facility being located within Clarington and Clarington's Council has passed a resolution to request that the Minister make the proposal subject to the requirements of the EAA. Requiring the Mixed Waste AD Project to undergo an environmental assessment in addition to the other environmental permitting would add significant delays and cost to the project.
- 5.2 The Region's ability to meet its waste diversion targets as well as those set out within the RRCEA will be impacted by the delay and will also increase the demand on other Regional infrastructure, such as the Durham York Energy Centre.
- 5.3 If the amending motion is passed and the EAA is amended, presumably the Mixed Waste AD Project would not be constructed within the Energy Park regardless of whether the environmental impacts are mitigated to the satisfaction of the provincial government or whether the siting was approved by Regional Council.
- 5.4 In addition, the impacts of the amendment beyond the Region's Mixed Waste AD Project should be considered. If the applicability of section 6.0.1 of the EAA is expanded to other low risk waste disposal sites, it can affect the Region's ability to

provide waste management infrastructure and services to its residents. The amendment could significantly restrict the marketplace and new facilities, reduce competition and limit the Region from obtaining cost effective solutions for waste management.

6. Conclusion

- 6.1 Support of the amended motion would expose the Regional Municipality of Durham to a greater risk of delay or interruption of vital regional services such as the Anaerobic Digestion.
- 6.2 The proposed amended motion would appear to be contrary to the Province's direction to encourage a circular economy for waste management. The likely intent of the new section 6.0.1 of the Environmental Assessment Act, is to restrict landfill and encourage alternatives such as Anaerobic Digestion, Energy from Waste and other technologies which are consistent with the circular economy approach to recycling and waste.
- 6.3 This report has been reviewed by the Legal Services Division of the Corporate Services Department and the Planning and Economic Development Department.
- 6.4 For additional information, contact: Gioseph Anello, Director Waste Management Services, at 905-668-7711, extension 3445.

Respectfully submitted,

Original signed by:

Susan Siopis, P.Eng.
Commissioner of Works

Recommended for Presentation to Committee

Original signed by:

Elaine C. Baxter-Trahair
Chief Administrative Officer

If this information is required in an accessible format, please contact 1-800-372-1102 ext. 3540.



The Regional Municipality of Durham Report

To: Works Committee
From: Commissioner of Works
Report: #2021-W-5
Date: February 3, 2021

Subject:

Extension of the Standardization of Programmable Logic Controllers, Related Process Control Equipment and Control System Software and the Renewal of Agreements with GE Intelligent Platforms Canada, Gray Matter Systems Canada and Gescan and the implementation of an Agreement with Emerson Automation Solutions to Support the Supervisory Control and Data Acquisition Systems Controlling Regional Water Supply and Wastewater Facilities

Recommendation:

That the Works Committee recommends to Regional Council:

- A) That the standardization of Programmable Logic Controllers, Related Process Control Equipment and Control System Software to be used in the integration and upgrade of the Supervisory Control and Data Acquisition systems controlling Regional Water Supply and Wastewater facilities be extended for five (5) years from May of 2021 to April of 2026;
- B) That sole source agreements be negotiated with GE Intelligent Platforms Canada, Emerson Automation Solutions, Gray Matter Systems Canada and Gescan for software, support, training and hardware for five (5) years from May of 2021 to April of 2026; and
- C) That the Commissioner of Finance be authorized to execute the required agreements.

Report:**1. Purpose**

1.1 The purpose of this report is to:

- a. Seek Regional Council approval to extend the standardization of Programmable Logic Controllers, related process control equipment and control system software to be used in the integration and upgrade of the Supervisory Control and Data Acquisition (SCADA) systems controlling the Regional Municipality of Durham's (Region) Water Supply and Wastewater facilities for five (5) years from May 2021 to April 2026; and
- b. Seek Regional Council approval to sole source the extension of existing purchase agreements for software, support, training and hardware that support the SCADA systems that control the Region's Water Supply and Wastewater facilities for five (5) years from May 2021 to April 2026.

2. Background

- 2.1 The current standardization of Programmable Logic Controllers, related process control equipment and control system software expires in May of 2021 and requires renewal.
- 2.2 In addition, the current purchase agreements for software, support, training and hardware that support the SCADA systems that control the Region's Water Supply and Wastewater facilities expire in May of 2021 and also require renewal.

3. Previous Reports and Decisions

- 3.1 Works Committee Report #2010-W-21 approved the pre-selection of process control products and adopted them as the Regional standard for SCADA projects beginning with the Bowmanville Water Supply Plant and outstations.
- 3.2 Works Committee Report #2014-W-58 approved the extension of the standardization of process control products for SCADA projects and expanded the Regional standard to the Region's 14 Water Supply systems.
- 3.3 Works Committee Report #2014-W-58 also authorized the negotiation of purchase agreements for software, support, training and hardware that support the SCADA systems that control the Region's Water and Wastewater facilities.

- 3.4 In April of 2016 the pricing for the purchasing agreement was extended for a period of 5 years and the agreement was executed by the Commissioner of Finance.
- 3.5 In the 1920's Gescan started out as a division of Canadian General Electric Co. Ltd. (CGE) and was re-named General Electric Supply Canada (Gescan) in 1975.
- 3.6 Gray Matter Systems Canada is the only authorized representative for GE's complete line of Proficy software solutions in Eastern Canada. Proficy is the software identified by the SCADA standards for use in Regional facilities.
- 3.7 In late 2019 GE Digital sold their line of Programmable Logic Controllers and hardware to Emerson Automation Solutions. Prices from the existing GE purchase agreement with the Region have been upheld since the transfer of ownership.

4. Justification for Standardization of Equipment and Sole Sourcing of Software and Support

- 4.1 The primary goal of standardizing SCADA equipment and software in Water Supply and Wastewater facilities is to ease the integration of the many operational facilities into the respective monitoring/control Human Machine Interface application providing the ability to view any site from any location.
- 4.2 Process control products have been standardized by the Region as the use of several different manufacturers increases the risk of communication system failure and weakens the overall SCADA system robustness.
- 4.3 A common hardware/software platform ensures operations and maintenance staff have a good working knowledge of equipment and can perform routine troubleshooting to maintain compliance with regulatory requirements. This reduces training requirements and keeps overall capital project delivery costs and operational risks to a minimum.
- 4.4 Currently, this equipment is used in 41 Regional Facilities. When facilities are reconstructed/expanded the SCADA infrastructure is upgraded to this equipment in accordance with the SCADA standards. Ultimately, all Regional Water Supply and Wastewater facilities will use this equipment.

5. Financial Implications

- 5.1 Section 7.2 of the Purchasing By-Law #16-2020 permits the Finance Department to negotiate an agreement in situations where the goods and services can only be

supplied by a particular supplier and no reasonable alternative and substitute goods and services exist for reasons such as ensuring compatibility with existing goods or to maintain specialized goods that must be maintained by the manufacturer of those goods or its representative. The extension of an existing contract would prove more cost effective or beneficial. All purchase agreement extensions will be executed by the Commissioner of Finance.

5.2 Financing for the purchase of the Programmable Logic Controllers and control software for each facility reconstruction/expansion is included within the applicable project budget.

5.3 Financing for the provision of equipment, software and services to support the existing SCADA systems controlling the Region's facilities at an estimated value of \$600,000 per year will be funded from the annual Water Supply and Sanitary Sewer Business Plans and Budgets.

6. Relationship to Strategic Plan

6.1 This report aligns with/addresses the following strategic goals and priorities in the Durham Region Strategic Plan:

a. Goal 5 – Service Excellence

7. Conclusion

7.1 It is recommended that the standardization of Programmable Logic Controllers, related process control equipment and control system software to be used in the integration and upgrade of the Supervisory Control and Data Acquisition systems controlling Regional Water Supply and Wastewater facilities be extended for 5 years from May of 2021 to April of 2026.

7.2 It is recommended that sole source agreements with GE Intelligent Platforms Canada, Emerson Automations Solutions, Gray Matter Systems Canada and Gescan be authorized for software, support, training and hardware for 5 years from May of 2021 to April of 2026.

7.3 It is recommended that the Commissioner of Finance be authorized to execute the purchase agreements.

7.4 This report has been reviewed by the Finance Department and the Commissioner of Finance concurs with the financial recommendations.

7.5 For additional information, contact: Mike Hubble, Manager of Environmental Services Design, at 905-668-7711, extension 3460.

Respectfully submitted,

Original signed by:

Susan Siopis, P.Eng.
Commissioner of Works

Recommended for Presentation to Committee

Original signed by:

Elaine C. Baxter-Trahair
Chief Administrative Officer



The Regional Municipality of Durham Report

To: Works Committee
From: Commissioner of Works
Report: #2021-W-6
Date: February 3, 2021

Subject:

2021 Works Department Business Plans and Budgets

Recommendation:

That the Works Committee recommends to the Finance and Administration Committee for subsequent recommendation to Regional Council that the 2021 Property Tax Supported Business Plans and Budgets for the Works Department's General Tax and Solid Waste Management operations be approved.

Report:

1. Purpose

1.1 The purpose of this report is to obtain Works Committee concurrence of the 2021 Business Plans and Budgets for the Works Department's General Tax (including roads, bridges and other general tax supported programs) and Solid Waste Management programs. The 2021 Works Department Business Plans and Budgets will be referred to the Finance and Administration Committee for consideration during deliberations of the 2021 Property Tax Supported Business Plans and Budgets.

2. Overview

2.1 The recommended 2021 Works Department Business Plans and Budgets meet the Regional Municipality of Durham (Region) Council approved guideline for the 2021 Property Tax Supported Business Plans and Budgets.

- 2.2 The 2021 Works Department Business Plans and Budgets supports the following five goals of the Region's Strategic Plan as well as responds to the demands and pressures the COVID-19 pandemic has placed on many Regional programs and services and provides for the implementation of the Region's COVID-19 Recovery Plan:
- a. Environmental Sustainability
 - b. Community Vitality
 - c. Economic Prosperity
 - d. Social Investment
 - e. Service Excellence
- 2.3 The recommended 2021 Works Department Property Tax Supported Business Plans and Budgets include:
- a. Works General Tax: gross expenditures to deliver roads, bridges and other general tax programs totalling \$210.7 million, requiring \$48.7 million in property tax funding with the remaining expenditures funded by program fees, development charges, federal gas tax, grant funding and reserves/reserve funds; and,
 - b. Solid Waste Management: gross expenditures to deliver solid waste management operating and planning activities totalling \$75.8 million, requiring \$46.4 million in property tax funding with the remaining expenditures funded by program fees, industry funding, reserves and reserve funds, and recovery from the Regional Municipality of York.
- 2.4 The recommended 2021 Works Department Business Plans and Budgets provide operating and capital financing for the following programs and services:
- a. Works General Tax
 - a) Maintenance Operations
 - i) Winter Control
 - ii) Roadside Maintenance
 - iii) Storm Sewers
 - b) Traffic Operations
 - i) Signals and Systems
 - ii) Signs, Markings and Roadside Protection

- iii) Engineering and Central Control Systems
 - c) Engineering and Staff Support
 - d) Facilities Management
 - e) Regional Forest
 - f) Depot Operations
 - g) Fleet Operations
 - h) Administration
- b. Solid Waste Management Operations:
- a) Waste Management Facilities
 - b) Collections, Processing and Disposal
 - c) Administration
 - d) Facilities Management
 - e) Regional Corporate Costs
 - f) Waste Management Centre
 - g) Community Outreach
 - h) Environmental Studies

2.5 The 2021 Works Department Business Plans and Budgets also provide funding for a share of the operation and maintenance of Regional Headquarters.

3. 2020 Accomplishments

3.1 In 2020 the Works Department:

- a. Commenced implementation of Durham Vision Zero, including roll out of Automated Speed Enforcement and Red-Light Camera installations;
- b. Led the procurement process for the joint Zero Emission Vehicle Infrastructure Program with other municipal partners for 60 Level 2 chargers, including an additional four chargers at Regional Headquarters and 28 chargers at various other Regional locations;
- c. Undertook consultation activities for the development of a new Long-Term Solid Waste Master Plan to guide the Region through to 2040;
- d. Continued work including land acquisition and construction activities to support the ongoing implementation of BRT across Highway 2;

- e. Advanced the Regional Cycling Network (additional 3.2 kilometres of cycling lanes and multi-use paths);
- f. Exported approximately 107,100 megawatt-hours (MWh) of electricity to the grid and recovered 4,160 tonnes of metals as a result of operations at the Durham York Energy Centre;
- g. Completed the rehabilitation of 27.8 kilometres of Regional roads with an estimated value of \$20.3 million, including installation of wider paved shoulders on rural roads to provide safer cycling environment;
- h. Secured space for the relocation of Durham Regional Police Service's Police Education and Innovation Centre, and continued the detailed design for the new Region of Durham Paramedic Services Response Station in Seaton, and Phase 2 of the Durham Regional Police Service Clarington Complex including sustainability measures including solar panels and geothermal systems;
- i. Acquired properties to support the advancement of Regional projects and negotiated leases for program delivery space throughout the Region, including the relocation of the Health Department's dental clinic to accommodate the expansion of services related to the Seniors' Dental program and the relocation of the Police Education and Innovation Centre operated by the Durham Regional Police Service;
- j. Provided service to more than 300,000 customers at the Region's Waste Management facilities;
- k. Continued the process to amend the Durham York Energy Centre's permitted annual capacity from a total of 140,000 tonnes per year to 160,000 tonnes per year;
- l. Continued analysis for the ongoing Depot Rationalization Study which will review the current and future needs of the Works Department's Maintenance Operations Depots to determine the optimal service locations and investment requirements; and
- m. Continued improvements to the Oshawa Landfill site area, including expansion of the groundwater monitoring network (nine wells), slope revegetation for erosion control and creation of salmon habitat within the Oshawa Creek.

4. 2021 Priorities and Highlights

4.1 The Works Department 2021 Business Plans and Budgets propose significant investments for capital infrastructure, including:

- a. Capital roads and bridge projects totalling \$154.78 million, including \$48.0 million in Regional transportation projects funded under the Investing in Canada Infrastructure Program (ICIP). Of the \$106.78 million for transportation projects, excluding ICIP, \$49.93 million are growth related with the balance of \$56.85 million for rehabilitation of existing infrastructure.
- b. Continuation of procurement process for AD/MWP facility, including completion of shortlisting firms from the RFPQ process and commencing the RFP. Once completed, the facility will contribute to an increase in Durham's diversion rate.
- c. Ongoing capital investments to achieve Durham Vision Zero's goals totalling \$2.1 million, with financing of \$1.3 million provided from the Vision Zero Initiatives Reserve Fund, for the implementation of safety countermeasures;
- d. Investing \$0.5 million from the Climate Change Mitigation and Environmental Initiatives Reserve Fund to pilot a bio cover application on the former Oshawa landfill site to convert additional methane into carbon dioxide. Landfill gases collected from the passive gas collection system at the Oshawa landfill site would be passed through a bio cover containing methane oxidizing media at existing venting points, prior to release into the atmosphere. If the pilot is successful, consideration should be given to expand the bio-cover to other Regional sites, as well as the remainder of the former Oshawa landfill site, resulting in GHG emission reductions of approximately 45,500 tonnes of CO₂-e on an annual basis. External financing opportunities to support an expanded program will also be explored.

4.2 In addition to these capital priorities, the proposed 2021 Works Department Business Plans and Budgets include investments for key operational initiatives, such as:

- a. Annualization of Durham Vision Zero countermeasures, including:
 - \$0.082 million for the implementation of red-light camera technology;
 - \$0.010 million for the initial implementation of the automated speed enforcement program; and

- \$0.160 million for the expansion of ASE to include 4 additional cameras in 2021.
- b. Increased funding of \$0.184 million for temporary resources to deliver priority facility projects including modular housing and the Clarington Police Complex Phase 2, and to undertake sustainability reviews, prepare actions and deliver projects aimed at reducing the carbon footprint of existing and planned Regional facilities; and
 - c. Increases in road maintenance costs in response to growth and historical service demands totaling \$0.173 million.
- 4.3 The Works Department also provides significant support to several key Regional initiatives, including:
- a. Providing project management and oversight for capital projects submitted under the Investing in Canada Infrastructure Program (ICIP)-COVID Resilience fund, including the broadband infrastructure construction for the Pickering/Uxbridge backbone;
 - b. Significant commitment to transit oriented development and resources for rapid transit implementation;
 - c. Advancing the corporate and community Climate Change Mitigation and Adaptation objectives;
 - d. Modernization initiatives that enhance public-facing services; and
 - e. Engagement and support to the renewal of development charge by-laws to comply with updated provincial legislation.
- 4.4 A total of 9.044 new full-time equivalent employees (FTEs) are included in the 2021 proposed budget for General Tax and Waste, representing new permanent resources to support the delivery of the Works Department's capital projects and operating activities. The cost of some of these positions is allocated at varying levels to capital projects or maintenance activities:

New Positions to Support Existing Activities:

- | | | |
|----|--|-----------|
| a) | Senior Project Coordinator in Construction (costs are shared with Water Supply, Sanitary Sewerage and Works General Tax) | 0.358 FTE |
| b) | Project Manager in Facilities Design, Construction and Asset Management (costs are shared with Water Supply, Sanitary Sewerage, Works General Tax and Solid Waste) | 0.343 FTE |

c)	Works Technician 4 in Facilities Design, Construction and Asset Management (costs are shared with Water Supply, Sanitary Sewerage, Works General Tax and Solid Waste)	0.343 FTE
d)	Project Manager in Transportation Infrastructure	1.000 FTE
e)	Mechanic in Fleet Maintenance Operations	1.000 FTE

Temporary to Permanent Conversions:

- Four Labourer positions in Maintenance Operations 4.000 FTE
- Two Traffic Operations Worker 2 in Traffic Operations 2.000 FTE

4.5 In addition to the above new positions, nine new permanent positions are included in the 2021 proposed budget to deliver the Region's Rapid Transit plans, including the Highway 2 Bus Rapid Transit (BRT) implementation and Rapid Transit planning for the Simcoe corridor. Quick mobilization of these staff positions will be critical to delivering approximately \$200 million in road capital works for Bus Rapid Transit implementation over the next 7-8 years, leveraging funding from the Investing in Canada Infrastructure Program (ICIP). Report #2019-COW-26 established a Rapid Transit Implementation/Transit Oriented Development Office. As part of Report #2020-F-19, Regional Council provided 2021 pre-budget approval for three of the following nine new positions to be included in the Rapid Transit Office in the Works Department.

New Positions – Rapid Transit Initiatives:

- Manager, Rapid Transit Office (approved in Report #2020-F-19) 1.000 FTE
- Project Manager, Rapid Transit (approved in Report #2020-F-19) 1.000 FTE
- Project Engineer, Rapid Transit (approved in Report #2020-F-19) 1.000 FTE
- Project Supervisor for construction activities 1.000 FTE
- Senior Project Coordinator for construction activities 1.000 FTE
- Two Project Coordinators for design activities 2.000 FTE
- Project Coordinator for traffic activities 1.000 FTE
- Clerk 2 for office support 1.000 FTE

5. 2021 Risks and Uncertainties

5.1 Areas of potential risks and pressures that could impact the operating and capital budgets of the Works Department include:

- a. Risks related to legislative changes, regulations, provincial reviews:
 - a) Completion of the streamlined Environmental Assessment (EA) and the subsequent Environmental Compliance Approval (ECA) amendment to increase the Durham York Energy Centre's annual permitted processing capacity from 140,000 tonnes per year to 160,000 tonnes per year is expected to be approved in Spring 2021. The budget assumes that this approval is received. Should approval not be received, there will be negative pressure on the budget as planned savings from the avoidance of bypass disposal cost avoidance and increased revenues from electricity and metal will not be realized;
 - b) Transition to the Extended Producer Responsibility (EPR) regime, including the timing and content of regulations supporting the transition;
 - c) Compliance with the Province's Food and Organic Waste Policy Statement requirements for multi-residential buildings supported by the implementation of the Region's anaerobic digestion with mixed waste pre-sort initiative; and
 - d) Compliance with the Excess Soil Management regulation and related cost impacts on capital projects.
- b. Revenue/funding pressures (e.g. provincial/federal subsidies, investment, revenue, etc.)
 - a) Uncertainty related to residential Development Charge collections which influence the level of funding available for the capital roads program;
 - b) Unknown impacts to program revenues related to the COVID-19 pandemic; and
 - c) Uncertainty surrounding the transition of provincial subsidy programs as per the Waste-Free Ontario Act, 2016 (Tires, Electronics, Municipal Hazardous Special Waste, and Blue Box).

- c. Operating Pressures (e.g. weather impacts, demand impacts, etc.)
 - a) Growth across the Region, which includes development of several new communities in Seaton, West Whitby, North Oshawa, Bowmanville and Newcastle Village, will increase the demand for services to support residents and businesses as well as the operational and maintenance requirements for Regional infrastructure;
 - b) Ensuring sufficient staff resources to deliver a growing capital program and services for planned and growing communities is necessary to avoid impacts to the delivery schedules of projects or delays in response times for reactive maintenance activities;
 - c) Changing and unpredictable weather patterns impact treatment operations as well as preventative and reactive maintenance activities for Regional road infrastructure;
 - d) Uncertainty related to the COVID-19 pandemic;
 - e) Inflation and commodity price fluctuations may place increased pressure on operating programs, particularly those delivered with contracted services; and,
 - f) Changes in local market demands for engineering and construction services can impact industry capacity and costs for infrastructure projects.

6. Future Budget Pressures

6.1 Items proposed in the 2021 Works Department Business Plans and Budgets will result in impacts to the 2022 budget, including:

- a. Annualized gross cost of new positions proposed in 2021, excluding recoveries from capital projects:
 - a) Works – General Tax \$480,500
 - b) Works – General Tax (Rapid Transit Office) \$190,000
 - c) Solid Waste Management \$7,900

6.2 Looking forward over the next four years, the following significant budget pressures include:

- a. Growth Requirements:
 - a) Increased demands for road maintenance, traffic maintenance and

- solid waste management programs in growth areas;
 - b) Increased fleet and equipment requirements to service and maintain growing infrastructure;
 - c) Operating costs related to the future mixed waste pre-sort and anaerobic digestion facility; and,
 - d) Increased capital infrastructure including new and expanded facilities to accommodate and service growth and development.
- b. Asset Management and Infrastructure Requirements:
- a) Refurbishment and expansion of existing Maintenance Operations Depots and Regional Waste Management Facilities;
 - b) Replacement of fuel dispensing and tank monitoring systems;
 - c) Growth in the Rapid Transit Office resourcing in response to planned project activity in future years, and increased road maintenance costs associated with the additional lane-kilometres of roadway; and,
 - d) Capital road, traffic control and bridge expansion and rehabilitation needs.
- c. Legislative and Regulatory Requirements:
- a) Ongoing environmental protection, compliance and rehabilitation requirements for closed landfills;
 - b) Continued uncertainty regarding recyclable commodity price revenues; and,
 - c) Ongoing implementation of Vision Zero countermeasures.

7. Relationship to Strategic Plan

7.1 This report aligns with / addresses the following strategic goal and priorities in the Durham Region Strategic Plan.

- a. Goal 5 Service Excellence – to provide exceptional value to Durham taxpayers through responsive, effective and fiscally sustainable service delivery. By responsibly managing the Region’s financial assets, the proposed 2021 Works Department Business Plans and Budget looks to optimize resources to deliver critical infrastructure and services for current and future generations.

7.2 The Strategic Priorities section of the 2021 Works Department Business Plans and Budget document further highlights planned activities for the current budget year

which will contribute to the achievement of the Region's priorities outlined in the Region's Strategic Plan.

8. Conclusion

- 8.1 The recommended 2021 Works Department Business Plans and Budgets meet the Regional Council approved guideline for the 2021 Property Tax Supported Business Plans and Budgets and supports the Department's role in the provision of roads, bridges and other general tax supported programs, along with the delivery of solid waste management programs and services.
- 8.2 It is recommended that the Works Committee approve the 2021 Business Plans and Budgets for the Works Department and forward this report to the Finance and Administration Committee for consideration during the budget deliberations of the 2021 Property Tax Supported Business Plans and Budgets.
- 8.3 This report has been reviewed by the Finance Department and the Commissioner of Finance concurs with the recommendation.

9. Attachments

- 9.1 Detailed 2021 Business Plans and Budgets for the Works Department are available on-line through the link provided on the February 3, 2021 Works Committee agenda or in hard copy by contacting Jenni Demanuele, Director of Business Services, at 905-668-7711 extension 3456.

Respectfully submitted,

Original signed by:

Susan Siopis, P.Eng.
Commissioner of Works

Recommended for Presentation to Committee

Original signed by:

Elaine Baxter-Trahair
Chief Administrative Officer

If this information is required in an accessible format, please contact 1-800-372-1102 ext. 3540.



The Regional Municipality of Durham Report

To: Works Committee
From: Commissioner of Works
Report: #2021-W-8
Date: February 3, 2021

Subject:

Project Update and Sole Source of Additional Engineering Services for Upgrades at the Bowmanville WSP, in the Municipality of Clarington

Recommendation:

That the Works Committee recommends to Regional Council:

- A) That a sole source contract amendment with R.V. Anderson Associates Ltd. be authorized for costs associated with additional engineering services for the Bowmanville Water Supply Plant Upgrades project in the amount of \$892,368*, over and above the approved upset limit of \$288,598* resulting in a revised upset limit not to exceed \$1,180,966*; and
 - B) That the Commissioner of Finance be authorized to execute the amendment to the existing engineering services agreement.
-

Report:

1. Purpose

- 1.1 The purpose of this report is to provide a project update and to request approval for a sole source contract amendment with R.V. Anderson Associates Ltd. (RVA) to increase the upset limit of the engineering services assignment for tasks not included in the original scope of work related to the upgrades to the Bowmanville Water Supply Plant (WSP), in the Municipality of Clarington (Clarington).
- 1.2 Dollar amounts followed by an asterisk (*) are including disbursements and before applicable taxes.

2. Background and Project Update

- 2.1 The Regional Municipality of Durham (Region) advertised Request for Proposal #1110-2020 for engineering services to conduct an asset inventory, condition assessment and upgrade of the disinfection system at the Bowmanville WSP. This project was competitively bid with 4 consulting engineering firms submitting proposals, with RVA being the highest scoring compliant bid.
- 2.2 Part of RVA's scope of work included an analysis of the existing electrical system at the plant. RVA completed the analysis and provided a technical memo that summarized the existing electrical demand at the plant and its deficiencies. Staff have reviewed this report and concur with its findings.
- 2.3 The findings of the analysis are summarized as follows:
- a. The existing standby generator, switchgear, and Motor Control Centers (MCC) are reaching the end of their useful life;
 - b. The existing MCCs have no cubicle space for future additions; and
 - c. The existing standby generator capacity needs to be increased in order to power the low-lift pumping system, treatment processes, high-lift pumping system, ancillary building plant loads and any future upgrades required.

3. Proposed Engineering Services

- 3.1 Staff met with RVA to review multiple design options for replacing the existing MCCs, the existing diesel fuel generator and the transfer switch.
- 3.2 The recommended solution is to relocate the existing diesel generator outdoors and repurpose the existing diesel generator room to create a new electrical room. The main switchgear and high and low lift MCCs will be replaced and located in this new electrical room. This relocation will result in the centralization of all of the main electrical distribution equipment in one location which is compliant with current codes and regulations.
- 3.3 The disinfection system was the identified priority for upgrades at the Bowmanville WSP, and subsequent projects including replacing the standby power and Uninterrupted Power Supply (UPS) were to commence after completion of the disinfection system. The recommended solution will delay the disinfection project by approximately 6 months but advances a large component of approved capital work to realize time and cost savings to the overall improvements and will have the least impact to the ongoing operation of the plant.

- 3.4 The proposed engineering scope of work will include:
- a. Replacement and relocation of the diesel generator and automatic transfer switch outdoors, in a self enclosed unit;
 - b. New outdoor diesel fuel storage system to address a time sensitive variance order issued by the Technical Standards and Safety Authority (TSSA);
 - c. Replacement of the existing electrical distribution equipment including any required mechanical upgrades;
 - d. Instrumentation and Control (I&C) design and Supervisory Control and Data Acquisition (SCADA) Programming for communication capable distribution equipment; and
 - e. All relevant studies and investigations required for the work related to the generator and electrical equipment.
- 3.5 The estimated engineering fee of \$892,368* for the additional scope includes the following additional services:
- Project management;
 - Special meetings and workshops;
 - Preliminary and Detailed Design;
 - Contract Administration and Site Inspection; and
 - Additional services as required by the project.
- 3.6 The total amount of the revised engineering assignment is \$1,180,966*.

4. Financial Implications

- 4.1 Section 7.2 of the Region's Purchasing By-law permits the sole sourcing of goods or services under specific circumstances, including where additional deliverables were not included in the initial procurement and where a change of supplier is not recommended due to compatibility/continuity concerns and cost impacts..
- 4.2 RVA has obtained a fulsome understanding of the work area and design drawings have been developed. For another consulting engineer to generate design drawings in the same area, efforts already undertaken by RVA would be duplicated for a new engineer to gain the fulsome understanding of the work area and complete the design. The Region would need to coordinate multiple consultants resulting in additional time and resources, which would cause operational challenges to meet regulatory requirements. Additional costs would be incurred related to the duplication of work amongst different consultants.

- 4.3 The funding for the additional commitments to RVA in the amount of \$892,368* is to be provided from within the following approved project budgets:

Water Supply Capital Budget

Bowmanville Water Supply Plant – Disinfection Upgrades

Project D1927, User Revenue \$800,000

Bowmanville Water Supply Plant – replacement of the standby power and upgrading the uninterrupted power supply (UPS),

Project D1814, User Revenue 850,000

Total Financing **\$1,650,000**

5. Relationship to Strategic Plan

- 5.1 This report aligns with the following strategic goals and priorities in the Durham Region Strategic plan:

a. Goal 5 – Service Excellence

6. Conclusion

- 6.1 It is recommended that a sole source amendment with R.V Anderson Associates Limited be approved for additional engineering services outside of the original scope of work for the replacement of the existing electrical systems including standby power and associated instrumentation and control system upgrades in the amount of \$892,368* from the previously approved upset limit of \$288,598*, resulting in a revised upset limit not to exceed \$1,180,966*.
- 6.2 This report has been reviewed by the Finance Department and the Commissioner of Finance concurs with the financial recommendations.

6.3 For additional information, contact: Mike Hubble, Manager of Environmental Services Design, at 905-668-7711, extension 3460.

Respectfully submitted,

Original signed by:

Susan Siopis, P.Eng.
Commissioner of Works

Recommended for Presentation to Committee

Original signed by:

Elaine C. Baxter-Trahair
Chief Administrative Officer

If this information is required in an accessible format, please contact 1-800-372-1102 ext. 3540.



The Regional Municipality of Durham Report

To: Works Committee
From: Commissioner of Works
Report: #2021-W-9
Date: February 3, 2021

Subject:

The Oak Ridges Moraine Groundwater Program (ORMGP), formerly known as York-Peel-Durham-Toronto (YPDT) and Conservation Authorities Moraine Coalition (CAMC) Groundwater Management Program, Status Update and Renewal of Memorandum of Understanding

Recommendation:

That the Works Committee recommends to Regional Council:

- A) That the Regional Municipality of Durham renew the Memorandum of Understanding for the Oak Ridges Moraine Groundwater Program, as outlined in Attachment #1; and
 - B) That the Regional Chair and Clerk be authorized to execute the Memorandum of Understanding to further support this initiative.
-

Report:

1. Purpose

- 1.1 The purpose of this report is to provide an update on the status of the Oak Ridges Moraine Groundwater Program (ORMGP) and seek authorization for the Regional Municipality of Durham (Durham) to renew the Memorandum of Understanding for the long-term continuation of the Groundwater Program.

2. Background

- 2.1 The ORMGP, previously known as the YPDT-CAMC Groundwater Management Program provides a consistent approach to groundwater understanding and management across municipal and watershed boundaries. This partnership was initiated in late 1990s and continues through to this day.
- 2.2 The partnership includes the Regional Municipality of York (York), the Regional Municipality of Peel (Peel), the Regional Municipality of Durham (Durham) and the City of Toronto (Toronto) and nine Conservation Authorities that have jurisdiction over a part of the Oak Ridges Moraine; the Central Lake Ontario Conservation Authority , Toronto and Region Conservation Authority , Lake Simcoe Region Conservation Authority, Ganaraska Region Conservation Authority, Kawartha Region Conservation Authority, Credit Valley Conservation Authority, Nottawasaga Valley Conservation Authority, the Lower Trent Region Conservation Authority and the Otonabee Region Conservation Authority.

3. Financial Implications

- 3.1 Currently Durham provides the Oak Ridges Moraine Groundwater Program \$175,000 in annual funding. This funding is included in the annual Business Plan and Budget submission from the TRCA and is subject to Regional Council's review as part of the annual Business Plans and Budget process. Approved funding is provided to TRCA through quarterly payments. The annual funding amount has not changed for a number of years. The new MOU suggests that requests for increases to this funding will be made in the future in the form of a "cost of living/inflation factor". Any increase must be recommended by the ORMGP Technical Steering Committee and the ORMGP Executive Steering Committee and also be approved as part of Regional Council's review of the annual Business Plans and Budgets.

4. Relationship to Strategic Plan

- 4.1 This report aligns with/addresses the following strategic goals and priorities in the Durham Region Strategic Plan:
 - a. Goal 1.4 Demonstrate leadership in sustainability and addressing climate change
 - b. Goal 5.1 Optimize resources and partnerships to deliver exceptional quality services and value
 - c. Goal 5.2 Collaborate for a seamless service experience

- d. Goal 5.3 Demonstrate commitment to continuous quality improvement and communicating results
- e. Goal 5.4 Drive organizational success through innovation, a skilled workforce, and modernized services

5. Previous Reports and Decisions

- 5.1 In 2008, the partners of the YPDT-CAMC Groundwater Management Program jointly prepared a Memorandum of Understanding (MOU) to formally recognize the protocols established around the ongoing relationship. The MOU was originally signed by Durham Region in June 2008 and was renewed in 2013. An update and successes of the program over the years was provided in Commissioners of Planning and Works Report # 2013-J-14. The current MOU expired on December 31, 2020. A copy of the updated MOU, for the period 2021 – 2030, is provided in Attachment #1. This is the third MOU agreed to by all partner agencies under this successful long standing groundwater management program.

6. ORMGP Program Objectives

- 6.1 The main ORMGP objective continues to focus on collecting, analyzing and disseminating water resource data to provide a basis for effective management of water resources. The collected data, along with their interpretations in the form of mapping and graphing tools, are accessible on the program's leading-edge website. Much of the data is open access allowing for all Durham residents to gain access and to better understand the region's groundwater flow system.
- 6.2 In addition, the ORMGP has coordinated access to the website to external agencies including consulting companies, Federal and Provincial Agencies and Universities at <https://www.oakridgeswater.ca>.
- 6.3 In addition to the above, other ORMGP objectives include:
- a. Maintain an up to date hydrogeological analysis to help partners address various issues related to water management tasks;
 - b. Ensure that knowledge and insights gained from the past are documented to assist water related decision making into the future;
 - c. Develop consistency in water management approaches at the Primary Partner Agencies;
 - d. Coordinate water management approaches and techniques across the boundaries of the Primary Partner Agencies;

- e. Coordinate access to the ORMGP password protected web-based portal to partners;
 - f. Maintain an open web-based portal where members of the public can quickly and easily gain access to limited parts of the ORMGP data and information;
 - g. Maintain an inventory of numerical models that can be used in addressing/exploring water management issues/opportunities;
 - h. Liaise with the federal government and provincial governments to incorporate their relevant data; and
 - i. Information sets beyond the Primary Partner Agencies into the ORMGP; promoting the overall water management approach to the upper levels of government; and seeking additional sources of funding for the ORMGP.
- 6.4 Additional information regarding the ORMGP is provided in the MOU included as Attachment #1.

7. Successes

- 7.1 The ORMGP is recognized by technical groundwater practitioners across Ontario, in Canada and beyond, as a leader in water information management. In 2018, the program's leading-edge website won the "Best Web GIS" award from the Urban and Regional Information Systems Association, a significant achievement. The program's vast data holdings (over 80 gigabytes) of water and subsurface related information now reflect a store of value of several hundreds of millions of dollars.
- 7.2 Regional staff continue to make use of the program's website to gain ready access to groundwater related data and interpretations that assist staff in making timely and informed decisions. ORMGP staff continue to work with regional staff on more specific technical issues.
- 7.3 The numerical modelling expertise held at the ORMGP has been of importance to Durham staff in recent years. As part of the ORMGP's ongoing support to the Region the following contributions are highlighted as examples:
- ORMGP continued to update and improve on the quality of data and interpretations across Durham Region that are maintained in the ORMGP database and made accessible through the ORMGP website;
 - ORMGP staff collected all available numerical models completed in Durham Region from consultants and regional staff and reviewed them to

ensure they are running; all files are complete and working; and provided a report synthesizing each model;

- ORMGP assisted regional staff by delineating a “Draft” Wellhead Protection Area for Sunderland’s new well under ‘emergency’ source water protection provisions. This assisted Durham in receiving a Notice of Amendment to the Source Protection Plan from Lake Simcoe Couchiching/Black River Source Protection Area;
- ORMGP staff assisted Durham in preparing the Terms of Reference related to the numerical Groundwater Modelling Update to Meet Source Protection Requirement and ORMGP staff sit on the steering committee for this important Durham wide project.

8. Conclusion

- 8.1 Oak Ridges Moraine Groundwater Program is a successful partnership between Municipalities and Conservation Authorities that advances the science, knowledge and management of water resources. The 2021 to 2030 Memorandum of Understanding maintains the formal recognition of the partnership and the protocols established to advance the initiative. It is recommended that the Regional Municipality of Durham renew the Memorandum of Understanding for the Oak Ridges Moraine Groundwater Program as outlined in Attachment #1 and that the Regional Clerk be authorized to execute the Memorandum of Understanding.
- 8.2 This report has been reviewed by the Finance Department, Legal Services of the Corporate Services Department and the Planning and Economic Development Department.
- 8.3 For additional information, contact: Beata Golas, Hydrogeologist, at 905-668-7711, extension 3447.

9. Attachments

Attachment #1: Oak Ridges Moraine Groundwater Program, Memorandum of Understanding for the Collection, Maintenance and Distribution of Program Data and Information

Respectfully submitted,

Original signed by:

Susan Siopis, P.Eng.
Commissioner of Works

Recommended for Presentation to Committee

Original signed by:

Elaine C. Baxter-Trahair
Chief Administrative Officer



OAK RIDGES MORaine GROUNDWATER PROGRAM

Previously Referred to as:
YORK PEEL DURHAM TORONTO (YPDT) AND
CONSERVATION AUTHORITIES MORaine COALITION (CAMC)
GROUNDWATER MANAGEMENT PROGRAM

MEMORANDUM OF UNDERSTANDING FOR THE COLLECTION, MAINTENANCE, AND DISTRIBUTION OF PROGRAM DATA AND INFORMATION

THE FOLLOWING HAS BEEN AGREED TO BY:

CITY OF TORONTO

THE REGIONAL MUNICIPALITY OF DURHAM

THE REGIONAL MUNICIPALITY OF PEEL

THE REGIONAL MUNICIPALITY OF YORK

CENTRAL LAKE ONTARIO CONSERVATION AUTHORITY

CREDIT VALLEY CONSERVATION AUTHORITY

GANARASKA REGION CONSERVATION AUTHORITY

KAWARTHA CONSERVATION AUTHORITY

LAKE SIMCOE REGION CONSERVATION AUTHORITY

LOWER TRENT REGION CONSERVATION AUTHORITY

NOTTAWASAGA VALLEY CONSERVATION AUTHORITY

OTONABEE REGION CONSERVATION AUTHORITY

TORONTO AND REGION CONSERVATION AUTHORITY

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1.0 BACKGROUND

- A. In the late 1990's, the Toronto and Region Conservation Authority was instrumental in initiating discussions with staff of The Regional Municipality of Peel and The Regional Municipality of York on groundwater management issues. Similarly, in 1999 the Central Lake Ontario Conservation Authority initiated discussions with The Regional Municipality of Durham to create a consistent approach to groundwater understanding and management across municipal and watershed boundaries, and proposed the establishment of partnerships with conservation authorities, municipalities and provincial agencies. The ensuing discussions resulted in a partnership between the three regional municipalities, the City of Toronto, and six conservation authorities to undertake a Groundwater Management Strategy Study.
- B. In a parallel process, the Regional Municipalities of Durham, Peel, and York, in partnership with the City of Toronto and the Conservation Authorities Moraine Coalition (i.e. the nine Conservation Authorities having jurisdiction within the Oak Ridges Moraine) began to address public concerns about the protection of the Oak Ridges Moraine, as well as the growing public interest in the protection of water resources in general.
- C. These two initiatives were brought together when in 2001, the Conservation Authorities agreed to retain a project manager under its direction to move forward with the York-Peel-Durham-Toronto Groundwater Management Study.
- D. In 2017, with the transition of the Conservation Authorities Moraine Coalition to a broader Greater Golden Horseshoe Coalition model, the program was rebranded to the Oak Ridges Moraine Groundwater Program (ORMGP). As such, as of 2017, the former YPDT-CAMC name is no longer actively used and has been supplanted with the ORMGP label.
- E. This is the third Memorandum of Understanding (MOU) agreed to by this coalition, the first having expired in 2010 and the second set to expire at the end of 2020.
- F. In light of the continued achievements of the ORMGP, which have demonstrated the success of multi-agency collaboration in the collection, analysis and sharing of Data and Information related to groundwater management, the City of Toronto, pursuant to its powers of a natural person under section 7 of the *City of Toronto Act, 2006*, S.O. 2006, c. 11, Sch. A, as amended, and The Regional Municipalities of Durham, Peel, and York, pursuant to their powers of a natural person under section 9 of the *Municipal Act, 2001*, S.O. 2000, c. 25, as amended, the said municipalities have agreed to continue the initiative as a long-term sustained program with the nine conservation authorities which were formerly partners in the Conservation Authorities Moraine Coalition, and as a joint undertaking among themselves pursuant to section 16 of the said *City of Toronto Act, 2006*, and section 20 of the said *Municipal Act, 2001*. The conservation authorities pursuant to their powers under section 21 of the *Conservation Authorities Act*, R.S.O. 1990, c. C.27, as amended, have also agreed to continue the initiative as a long-term sustained program with the said municipalities.

THEREFORE the parties to this MOU agree as follows:

2.0 DEFINITIONS

In this MOU, unless the context requires otherwise,

- (a) “**CAMC**” means an informal association composed of Conservation Authorities under the name of the Conservation Authorities Moraine Coalition (the association was active and regularly met from 1999 through to 2017);
- (b) “**CLOCA**” means the Central Lake Ontario Conservation Authority;
- (c) “**Conservation Authority**” means Central Lake Ontario Conservation Authority, Credit Valley Conservation Authority, Ganaraska Region Conservation Authority, Kawartha Conservation Authority, Lake Simcoe Region Conservation Authority, Lower Trent Region Conservation Authority, Nottawasaga Valley Conservation Authority, Otonabee Region Conservation Authority, Toronto and Region Conservation Authority;
- (d) “**Consultant Members**” means any consulting firm that has signed and agreed to the “Consultant Agreement”, substantially in the form of the agreement contained in Schedule 5 to this MOU.
- (e) “**Consultant Member Agreement**” means an agreement substantially in the form of the agreement contained in Schedule 5 to this MOU.
- (f) “**Data**” means: i) a collected measurement (e.g. water levels, geology, pumping rates, etc.) pertaining to an individual location (well, climate, stream flow); or ii) digitized scanned hydrogeological (or other water or geological related) reports that contain relevant water or geology related Data and/or interpretation;
- (g) “**Database**” means the accumulated body of Data and Information contributed from Primary Partner Agencies or collected by ORMGP staff from others and assembled in a coordinated manner through the ORMGP including numerical models as well as geological and hydrogeological maps constructed from the Data points by ORMGP staff or consultants to the program and deposited in electronic format in a central location administered and maintained by ORMGP staff under the oversight of CLOCA in accordance with the ORMGP initiative;
- (h) “**Data and Information Sharing Agreement**” means an agreement substantially in the form of the agreement contained in Schedule 2 to this MOU;
- (i) “**Executive Steering Committee**” means the group of individuals who from time to time hold the positions responsible for the operation of water supply and distribution systems in each Municipality, and the chief administrative officers, or individuals who hold positions having similar responsibilities, of each Conservation Authority, and includes the authorized designates of such individuals;
- (j) “**Information**” means interpretations of the Data in the Database or other Data including without limitation, numerical models, reports or maps prepared by Partner Agencies, ORMGP staff or consultants to the program;

- (k) **“Municipality”** means the City of Toronto, The Regional Municipality of Durham, The Regional Municipality of Peel, and The Regional Municipality of York;
- (l) **“Numerical Models”** means collectively, all digital files necessary to run a specified numerical modelling code (e.g. Modflow, FeFlow, MikeShe, GSFlow, etc.). This would include: i) the database; ii) all necessary interpreted digital input files needed to run the model; and iii) results or output files needed to prepare any figures or results delivered with the numerical model report.
- (m) **“Numerical Model Sharing Agreement”** means an agreement substantially in the form of the agreement contained in Schedule 3 to this MOU;
- (n) **“ORMGP”** means the Oak Ridges Moraine Groundwater Program, all Primary Partner Agencies working together as an informal association in furtherance of the ORMGP;
- (o) **“ORMGP Staff”** means those staff members currently employed by CLOCA (or in the future, upon approval of the Executive Steering Committee, employed by any of the Primary Partner Agencies) for the explicit purposes of managing or technically contributing to the ORMGP;
- (p) **“Primary Partner Agency”** means an original funding and/or technically contributing agency partner, including one of the nine Conservation Authorities or a Municipality. Over the period covered by this MOU, additional Primary Partner Agencies can be added with the approval of the Executive Steering Committee;
- (q) **“Secondary Partner Agency”** means a Local Municipality or incorporated government agency that has signed and agreed to the Secondary Partnership Agreement.
- Over the period covered by this MOU, upon request, additional Secondary Partner Agencies can be added by ORMGP staff with notification to the Technical Steering Committee and signing of the Secondary Partnership Agreement;
- (r) **“Secondary Partner Agreement”** means an agreement substantially in the form of the agreement contained in Schedule 4 to this MOU;
- (s) **“Technical Steering Committee”** means the group of individuals from each Primary Partner Agency who are designated by members of the Executive Steering Committee to provide technical liaison between the Primary Partner Agency and the ORMGP and to assist in guiding the program forward.
- (t) **“YPDT/CAMC”** (2001 through 2017) historically meant the Conservation Authorities and Municipalities working together as an informal association in furtherance of the YPDT-CAMC Groundwater Management Program.
- (u) **“YPDT/CAMC Program”** (2001 through 2017) historically meant the overall collective program as carried out by staff on behalf of the Primary Partner Agencies.

3.0 PROGRAM DESCRIPTION

The ORMGP is a joint undertaking by the Primary Partner Agencies for the purpose of providing a multi-agency, collaborative approach to collecting, analyzing and disseminating water resource Data and Information as a basis for effective stewardship and management of water resources. The program boundary incorporates the entirety of three Source Water Protection (SWP) Regions (i) Credit Valley, Toronto and Region, and Central Lake Ontario; ii) South Georgian Bay – Lake Simcoe; and iii) Trent Conservation Coalition), allowing for consistency in approach across the SWP Regions. These SWP Regions encompass the areas of jurisdiction of the Primary Partner Agencies.

3.1 Primary Objectives

The primary objectives of the ORMGP are to:

- (a) maintain an up to date hydrogeological analysis system, comprised of: i) a Database; ii) a 3-D digital geological representation; and iii) numerical groundwater flow model(s), that can be used by any Partner Agency to address issues related to water management;
- (b) maintain a password protected web-based portal where technical staff from i) Primary Partner Agencies; ii) Secondary Partner Agencies; iii) Consultant Members; and iv) others as agreed to from time to time (e.g. Federal and Provincial Agencies and Universities), are able to quickly and easily gain access to (and where possible to upload and/or download) program Data and Information;
- (c) coordinate access to the ORMGP password protected web-based portal by technical staff from: i) Primary Partner Agencies; ii) Secondary Partner Agencies; iii) Consultant Members; and iv) others as agreed to by the Technical Steering Committee from time to time (e.g. Federal and Provincial Agencies and Universities); including the creation and maintenance of web-based accounts as needed, the establishment and setting of any agreed to fees, and the collection of such fees (through Central Lake Ontario Conservation Authority);
- (d) maintain an open web-based portal where members of the public can quickly and easily gain access to limited parts of the ORMGP Data and Information;
- (e) continue to develop improvements in the ORMGP web-based portal to ensure that knowledge and insights gained from the past are presented in a manner that assists water related decision making into the future;
- (f) maintain an inventory of numerical models that, upon the signing of the ORMGP “Numerical Model Sharing Agreement”, as substantially in the form contained in Schedule 3 to this MOU, can be used in addressing/exploring water management issues/opportunities;
- (g) develop consistency in water management approaches at the Primary Partner Agencies;

- (h) coordinate water management approaches and techniques across the boundaries of the Primary Partner Agencies;
- (i) liaise with the federal government and provincial governments for the purposes of:
 - a. incorporating relevant datasets into the ORMGP (and signing any agreements on behalf of the Primary Partner Agencies for the purposes of fulfilling responsibilities of carrying out the program);
 - b. working with provincial and federal agencies to seek agreement for widespread distribution and use of federal and provincial Data and Information sets beyond the Primary Partner Agencies;
 - c. promoting the overall water management approach to the upper levels of government; and
 - d. seeking additional sources of funding for the ORMGP;
- (j) liaise with Secondary Partner Agencies and Consultant Members and others as agreed to from time to time (e.g. Federal and Provincial Agencies and Universities) for the purposes of:
 - a. incorporating relevant datasets into the ORMGP (and signing any agreements on behalf of the Primary Partner Agencies for the purposes of fulfilling responsibilities of carrying out the program);
 - b. ensuring that technical staff from all Secondary Partner Agencies and Consultant Members are able to readily provide Data and Information to ORMGP staff beyond what is available from the Primary Partner Agencies;

4.0 COLLECTION OF DATA

- 4.1** Each Primary Partner Agency will collect water related Data in accordance with its requirements as determined by its responsible officers and/or management personnel, subject to the policies and/or direction of the Council of the Municipality or Board of the Conservation Authority, as the case may be. A Primary Partner Agency is not obligated to collect any type of Data or Information by virtue of agreeing to participate in the ORMGP or by agreeing to act in accordance with this MOU.
- 4.2** The ORMGP may establish non-binding protocols for the collection of Data for the purpose of providing organization and formatting standards which will permit the convenient and effective incorporation and utilization of high quality Data by the Partnered Agencies. Such protocols could be wide ranging, including addressing the issues of: coordination of Data collection efforts by the Primary Partner Agencies; technical requirements for measurement and testing activities; and procedures for adding new Data to the Database. In addition, specific projects could be proposed to deal with such matters as the coordination of funding for specific Data collection initiatives.

5.0 DEPOSIT OF DATA

- 5.1** Each Primary Partner Agency will deposit Data which it has collected into the Database (or make it available to ORMGP staff for incorporation into the Database)

within a reasonable time after the Data has been collected and compiled by the Primary Partner Agency in a readily accessible and understandable manner and format, and has been reviewed by its responsible officers and/or management personnel.

- 5.2** Notwithstanding section 5.1, a Primary Partner Agency is not obligated by this MOU to deposit any Data into the Database. For example, if the Primary Partner Agency in its absolute discretion is of the opinion that specific categories or items of Data include “personal information”, as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended, or information of a general nature which the Primary Partner Agency may refuse to disclose in accordance with sections 6, 7, 8, 9, 10, 11, 12, 13, or 15 of the said Act, the Primary Partner Agency may determine not to contribute the Data to the Database.

6.0 MAINTENANCE OF DATA

- 6.1** ORMGP staff, under the oversight of CLOCA will act as the custodian of the Database. The responsibilities of the ORMGP will include without limitation:

- Coordination with Primary Partner Agencies, for the deposit of new Data into the Database;
- Provision of a high quality of oversight with respect to the quality of the Data being deposited into the Database, to ensure that the Data is within a reasonable range of results, in accordance with generally accepted standards of analysis;
- Acquisition and incorporation into the Database of new Data from any relevant source, which could be obtained from, for example, historical consultant reports, universities, consultants, the Government of Canada, the Province of Ontario or of another province or territory in Canada, the government of a foreign country or state, or from an agency of any such government or any international organization of states or a body of such an organization;
- Incorporation of Data into the Database in a manner that will facilitate fast and convenient access by Primary Partner Agencies;
- Development and maintenance of a metadata process to track the origin and quality of Data in the Database;
- Serve as the custodian and manager of numerical models that have been used by Primary Partner Agencies to make water management or land use decisions. Management of these numerical models includes ensuring that all files necessary to run the numerical model to completion have been delivered to the Primary Partner Agency from a consultant.
- Maintain an inventory of numerical models that are available, upon the signing of the ORMGP Numerical Model Sharing Agreement, for future use.

- Security and maintenance of the computer hardware and related equipment, and software which is necessary for the efficient functioning of the Database;
- Provision of a copy of updated Data to Primary Partner Agencies on a regular schedule with an interval of one year as the proposed target; and
- Any other responsibilities relating to the program as approved by the Executive Steering Committee and agreed to by CLOCA.

7.0 INTERPRETATION OF DATA

7.1 ORMGP staff, in cooperation and collaboration with Primary Partner Agency staff, will interpret Data (or retain consultants to interpret Data) from the Database to derive Information. Interpretation will largely be in the form of digital geological and hydrogeological maps, numerical models, technical graphs, as well as reports. Each Primary Partner Agency, either independently or with the participation of consultants, may also interpret Data from the Database to derive information.

8.0 MAINTENANCE OF INFORMATION

ORMGP staff, under the oversight of CLOCA, will be the custodian of the Information. The responsibilities of ORMGP will include without limitation:

- Provision of an updated suite of interpreted maps to Primary Partner Agencies on a regular schedule with an interval of one year as the proposed target;
- Coordination with Primary Partner Agencies for the incorporation of changes and new interpretations into the information sets;
- Security and maintenance of the computer hardware and related equipment, and software which is necessary for the efficient interpretation and distribution of the information.

9.0 DISTRIBUTION OF DATA (NON WEB-BASED)

9.1 Upon request to ORMGP staff, each Primary Partner Agency shall have access to Data for locations within its boundaries or area of jurisdiction, plus a buffer area of five kilometres beyond its boundaries or its area of jurisdiction, without restrictions of any kind, except where the Primary or Secondary Partner Agency or Consultant Member has deposited Data into the Database and has imposed restrictions on access to its Data by other Primary or Secondary Partner Agencies or Consultant Members.

9.2 Notwithstanding section 9.1, upon request to ORMGP staff, each Primary Partner Agency shall have access to Data for locations which are more than five kilometres beyond its boundaries or its area of jurisdiction, without restrictions of any kind, if the Primary Partner Agency which is requesting access is responsible for the planning, development, or operation of a facility, program, or project that is located in whole or in part within the boundaries or the area of jurisdiction of another Primary Partner

Agency, unless the Primary or Secondary Partner Agency or Consultant Member has deposited Data into the Database and has imposed restrictions on access to its Data by other Primary or Secondary Partner Agencies or Consultant Members.

- 9.3** Each Primary Partner Agency may use any Data which it has accessed from the Database, for any purpose which the Primary Partner Agency in its absolute discretion sees fit except where the Primary Partner Agency which has deposited the Data into the Database has imposed restrictions upon the purposes for which the Data may be used by other Primary Partner Agencies.
- 9.4** In cases where large ORMGP derived data sets are required for use by a third party, (e.g. in support of projects administered by a Primary Partner Agency), a Data and Information Sharing Agreement can be used. The Primary Partner Agency which has jurisdiction of the geographical area in question will be informed of the request prior to the release of any Data or Information and, it is at the discretion of that Primary Partner Agency as to whether such a Data and Information Sharing Agreement is required. Regardless of whether a Data and Information Sharing Agreement has been signed, each Primary Partner Agency may disclose any Data that it has accessed from the Database to any person as the Primary Partner Agency in its absolute discretion sees fit, except where the Primary Partner Agency which has deposited the Data has imposed restrictions upon the disclosure of specific categories or items of Data or upon the purposes for which Data may be disclosed or has requested a Data and Information Sharing Agreement be used. As requested, ORMGP staff will assist with the logistics of such large data transactions.
- 9.5** In the cases of data transfer as outlined in section 9.4, each Primary Partner Agency shall ensure that any person who requests access to Data agrees to provide any Data that the person collects about locations, within the area to which the Data which is disclosed relates, back to the Primary Partner Agency for incorporation into the Database.
- 9.6** If required, Data and Information Sharing Agreements (see Schedule 2) shall be administered by the Primary Partner Agency to whom a request for access to Data is made. Upon request, this can also be undertaken by ORMGP staff.
- 9.7** Subject to any agreement between a Primary Partner Agency and the Province of Ontario or the Government of Canada, or agencies thereof the Primary Partner Agencies commit to the principle of making fully accessible to the consulting community and the general public, as much of the Data collected under the ORMGP as possible.
- 9.8** Nothing in this MOU requires a Primary Partner Agency that has accessed Data from the ORMGP to disclose any categories or items of Data to any person, if the Primary Partner Agency is of the opinion on reasonable grounds that to do so would prejudice the economic interests, legal interests or the competitive position of any Primary Partner Agency, or of a person, group of persons, or an organization, including the Government of Canada, the government of a province or territory in Canada or of a foreign country or state, or an international organization of states, or an agency of any such government or organization.

- 9.9** Nothing in this MOU restricts the ability of a Primary Partner Agency to disclose Data which it has deposited to the ORMGP to any person upon such terms and conditions as the Primary Partner Agency considers appropriate.
- 9.10** Nothing in this MOU restricts the obligation of a Primary Partner Agency to disclose any category or item of Data as required by law.
- 10.0 DISTRIBUTION OF INFORMATION (NON WEB-BASED)**
- 10.1** Upon request to ORMGP staff, each Primary Partner Agency shall have access to Information for locations within its boundaries or area of jurisdiction plus a buffer area of five kilometres beyond its boundaries or its area of jurisdiction, without restrictions of any kind.
- 10.2** Notwithstanding section 10.1, upon request to ORMGP staff, each Primary Partner Agency shall have access to Information for locations that are more than five kilometres beyond its boundaries or its area of jurisdiction, without restrictions of any kind, if the Primary Partner Agency which is requesting access is responsible for the planning, development, or operation of a facility, program, or project which is located in whole or in part within the boundaries or the area of jurisdiction of another Primary Partner Agency, unless the Primary or Secondary Partner Agency or Consultant Member has deposited Information into the Database and has imposed restrictions on access to its Information by other Partner Agencies.
- 10.3** Each Primary Partner Agency may use any Information which it has accessed from the ORMGP for any purpose which the Primary Partner Agency in its absolute discretion sees fit.
- 10.4** In cases where extensive ORMGP derived Information products are required for use by a third party, (e.g. in support of projects administered by a Primary Partner Agency), a Data and Information Sharing Agreement can be used. On a case by case basis, it is at the discretion of the Primary Partner Agency as to whether such a Data and Information Agreement is required. Regardless of whether a Data and Information Agreement has been signed, each Primary Partner Agency may disclose any Information that it has accessed from the ORMGP to any person as the Primary Partner Agency in its absolute discretion sees fit. If requested, ORMGP staff will assist with the logistics of such large data transactions.
- 10.5** In the cases of Data transfer as outlined in section 10.4, each Primary Partner Agency shall ensure that any person who requests access to Information agrees to provide any insights/changes required regarding the Information provided, within the area to which the Information which is disclosed relates, back to the Primary Partner Agency, for the purposes of having ORMGP staff improve future renditions of the Information.
- 10.6** If deemed to be required, Data and Information Sharing Agreements shall be administered by the Primary Partner Agency to whom a request for access to Information is made. Upon request, this can also be undertaken by ORMGP staff.

- 10.7** The Primary Partner Agencies commit to the principle of making fully accessible to the consulting community and the general public, the Information compiled under the ORMGP.
- 10.8** Nothing in this Memorandum of Understanding requires a Primary Partner Agency which has obtained Information from the Program to disclose said Information to any person, if the Primary Partner Agency is of the opinion on reasonable grounds that to do so would prejudice the economic interests, legal interests or the competitive position of any Primary Partner Agency, or of a person, group of persons, or an organization, including the Government of Canada, the government of a province or territory in Canada or of a foreign country or state, or an international organization of states, or an agency of any such government or organization.
- 10.9** Nothing in this Memorandum of Understanding restricts the ability of a Primary Partner Agency to disclose Information which it has deposited to the program to any person upon such terms and conditions as the Primary Partner Agency considers appropriate.
- 10.10** Nothing in this Memorandum of Understanding restricts the obligation of a Primary Partner Agency to disclose any category or item of Information as required by law.

11.0 DISTRIBUTION OF DATA AND INFORMATION – WEB-BASED

- 11.1** With respect to sections 9.7 and 10.7, ORMGP will maintain a program website, that discusses the overall program, scientific technical aspects related to the program, and provides a web-based portal to allow for fast and convenient access to the program's Data and Information. The web-based portal will be designed such that there is: i) an open area where the general public can view Data and Information; and ii) a password protected area where specific technical Data and/or Information from the program will only be available to technical staff from Partner Agencies and Consultant Members.
- 11.2** Upon request, any staff member from a Primary Partner Agency will be provided with access to the password protected part of the web-portal.
- 11.3** Technical staff from both Secondary Partner Agencies as well as from Consultant Members will be allowed access to the ORMGP's Data and Information via the password protected web portal upon the signing of an agreement (see Schedule 4 and/or 5) with the ORMGP and the payment of any fees as set from time to time by ORMGP staff in consultation with the Technical Steering Committee. Over the period covered by this MOU, upon request additional Secondary Partner Agencies or Consultant Members can be added by ORMGP staff with notification to the Technical Steering Committee.
- 11.4** Each Primary Partner Agency can decide which of their data or information (if any) is to be reserved for access through the password protected portal only.
- 11.5** No Data Sharing Agreements are required for web-based access to ORMGP Data and/or Information.

12.0 LIABILITY AND INSURANCE

Each of the Primary Partner Agencies during the term of this MOU shall maintain in force adequate policies of comprehensive general liability insurance in an amount of not less \$1,000,000 per occurrence, in respect of any claims or causes of action which may arise as a result of the Primary Partner Agency's participation in the ORMGP. Such amount of coverage may be increased from time to time during the term of the MOU to accord with the general practice of the Primary Partner Agencies.

13.0 TERM, AMENDMENTS, TERMINATION

13.1 This MOU comes into effect on the date when it has been executed by all of the Primary Partner Agencies. The MOU will continue in effect until December 31, 2030, and may be extended for successive additional periods of not more than ten years by the written agreement of the Primary Partner Agencies, upon the same terms and conditions as those set out in this MOU.

13.2 Each Primary Partner Agency agrees that it is making a commitment to participating in the program in accordance with the provisions of this MOU. A Primary Partner Agency may withdraw from the program by giving not less than six months notice in writing to ORMGP staff as well as to each of the other Primary Partner Agencies at the addresses and to the designated contact persons or positions set out in Schedule 1.

14. GENERAL

14.1 Notice

Any notice made or given under this MOU shall be in writing and may be delivered to other Primary Partner Agencies by prepaid registered mail, at the addresses set out in Schedule 1, or at such other addresses as to the other Primary Partner Agencies may designate from time to time in writing. The notice will be deemed to have been received on the day following three consecutive business days after the day of mailing in the absence of any strike or other interruption in postal service.

14.2 Interpretation

- (a) Words in the singular include the plural, and words in the plural include the singular, as the context requires.
- (b) This MOU sets out the fundamental elements of the understanding among the Primary Partner Agencies concerning the administration and operation of the ORMGP.

14.3 Non-Enforceable Obligations

The provisions of MOU are not intended to create obligations which are capable of being enforced before a court of law by one Primary Partner Agency against another Primary Partner Agency.

14.4 Applicable Laws

The Primary Partner Agencies shall comply with all applicable laws in carrying out their activities relating to the ORMGP.

14.5 Intellectual Property

If CLOCA, its officers, directors, employees, contractors or agents create any Intellectual Property in the course of carrying out their responsibilities under this MOU, the Primary Partner Agencies shall be deemed to be the owners of such Property in equal shares, in the absence of any agreement among the Primary Partner Agencies which provides otherwise.

14.6 No Agency

Nothing in this MOU is to be construed as authorizing any one of the Primary Partner Agencies to contract for or incur any obligation on behalf of or to act as agent for one or more of the other Primary Partner Agencies.

14.7 Additional Documents and Actions

The parties agree to execute and deliver such further documents or do such other things as may reasonably be required from time to time by the Executive Steering Committee to give effect to this MOU. The Primary Partner Agencies agree to work together in a spirit of co-operation to make the ORMGP work as effectively as possible.

14.8 No Assignment

The rights and responsibilities of a Primary Partner Agency under this MOU may not be assigned to any other person.

14.9 Counterparts and Signatures

This MOU may be executed in two or more counterparts that together shall constitute one and the same MOU. The parties may sign this MOU by fax or electronic transmission and delivered to each Primary Partner Agency at the addresses set out in Schedule 1.

IN WITNESS WHEREOF the parties hereto have executed this MOU under the hands of their respective officers duly authorized on their behalf.

CITY OF TORONTO

By: _____ By: _____

Name: Name:

Title: Title:

Dated:

I/We have authority to bind the corporation

THE REGIONAL MUNICIPALITY OF DURHAM

By: _____ By: _____

Name: Name:

Title: Title:

Dated:

I/We have authority to bind the corporation

THE REGIONAL MUNICIPALITY OF PEEL

By: _____ By: _____

Name: Name:

Title: Title:

Dated:

I/We have authority to bind the corporation

THE REGIONAL MUNICIPALITY OF YORK

By: _____ By: _____
Name: Name:
Title: Title:
Dated:

I/We have authority to bind the corporation

CENTRAL LAKE ONTARIO CONSERVATION AUTHORITY

By: _____ By: _____
Name: Name:
Title: Title:
Dated:

I/We have authority to bind the corporation

CREDIT VALLEY CONSERVATION AUTHORITY

By: _____ By: _____
Name: Name:
Title: Title:
Dated:

I/We have authority to bind the corporation

GANARASKA REGION CONSERVATION AUTHORITY

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Dated: _____

I/We have authority to bind the corporation

KAWARTHA CONSERVATION AUTHORITY

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Dated: _____

I/We have authority to bind the corporation

LAKE SIMCOE REGION CONSERVATION AUTHORITY

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Dated: _____

I/We have authority to bind the corporation

LOWER TRENT REGION CONSERVATION AUTHORITY

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Dated: _____

I/We have authority to bind the corporation

NOTTAWASAGA VALLEY CONSERVATION AUTHORITY

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Dated: _____

I/We have authority to bind the corporation

OTONABEE REGION CONSERVATION AUTHORITY

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Dated: _____

I/We have authority to bind the corporation

TORONTO AND REGION CONSERVATION AUTHORITY

By: _____ By: _____

Name: Name:

Title: Title:

Dated:

I/We have authority to bind the corporation

APPENDED SCHEDULES

The following Schedules, which, over the period covered by this MOU, may be updated from time to time by ORMGP staff in consultation with the Technical Steering Committee, are attached to, and form part of this MOU:

Schedule 1 - Contact Details

Schedule 2 - Data and Information Sharing Agreement

Schedule 3 – Numerical Model Sharing Agreement

Schedule 4 – Secondary Partner Agreement

Schedule 5 – Consultant Member Agreement

Schedule 6 – Consultant – Client Waiver to Provide Data to ORMGP

Schedule 7 - Accessibility of Data and Information

Schedule 8 – ORMGP Data Provision Clause for Incorporation into a
Hydrogeological/Hydrological/Geotechnical Terms of Reference
Document

Schedule 9 – Website Disclaimer

Schedule 10 – Financial Framework

SCHEDULE 1**Contact Details****Municipalities' and Conservation Authorities' Designated Contact Person or Position, Business Addresses, email Addresses**

City of Toronto
 Contact: Mr William Snodgrass; Ph: 416-392-9746
 Metro Hall, Stn. 1180, 18th Floor
 55 John Street
 Toronto Ontario
 M5V 3C6
 wsnodgr@toronto.ca

The Regional Municipality of York
 Contact: Mr. Mike Fairbanks; Ph: 877-464-9675 x75523
 17250 Yonge Street
 Newmarket, Ontario
 L3Y 6Z1
 Mike.Fairbanks@york.ca

The Regional Municipality of Peel
 Contact: Mr. Luis Lasso; Ph: 905-791-7800 x 4646
 10 Peel Centre Drive
 Brampton, Ontario
 L6T 4B9
 Luis.Lasso@peelregion.ca

The Regional Municipality of Durham
 Contact: Ms. Beata Golas; Ph: 800-372-1103 x3447
 605 Rossland Rd. E.
 Whitby Ontario
 L1N 6A3
 Beata.Golas@Durham.ca

Toronto and Region Conservation
 Authority

Contact: Mr. Don Ford; Ph: 416-661-6600 x5369
 5 Shoreham Drive
 Downsview, Ontario
 M3N 1S4
 Don.Ford@trca.ca

Credit Valley Conservation
 Contact: Mr. Kerry Mulchasingh; Ph:905-670-1615
 1255 Old Derry Road
 Mississauga, Ontario
 L5N 6R4
 Kerry.Mulchasingh@cvc.ca

Nottawasaga Conservation Authority
 Contact: Mr. Ryan Post; Ph: 705-424-1479
 8195 Concession 8
 Utopia, Ontario
 L0M 1T0
 rpost@nvca.on.ca

Lake Simcoe Region Conservation
 Authority
 Contact: Ms. Shelly Cuddy; Ph: 905-895-1281
 Box 282, 120 Bayview Parkway
 Newmarket, Ontario
 L3Y 4X1
 s.cuddy@lsrca.on.ca

Kawartha Conservation
Contact: Mark Majchrowski; Ph: 705-328-
2271
RR#1, 277 Kenrei Park Road
Lindsay, Ontario
K9V 4R1
mmajchrowski@kawarthaconservation.co
m

Otonabee Region Conservation Authority
Contact: Mr. Gord Earle; Ph: 705-745-5791
250 Milroy Drive
Peterborough, Ontario
K9H 7M9
gearle@otonabee.com

Lower Trent Region Conservation Authority
Contact: Mr. Shan Mugalingam; Ph: 613-
394-4829
RR#1, 714 Murray Street,
Trenton, Ontario
K8V 5P4
shan.mugalingam@ltc.on.ca

Ganaraska Region Conservation Authority
Contact: Ms. Jessica Mueller; Ph: 905-885-
8173
Box 328
Port Hope, Ontario
L1A 3W4
jmueller@grca.on.ca

Central Lake Ontario Conservation
Authority
Contact: Godofredo Carpio; Ph: 905-579-
0411
100 Whiting Ave.
Oshawa, Ontario
gmcarpio@cloca.com

SCHEDULE 2



Data and Information Sharing Agreement

This Agreement dated _____ day of _____, 20XX

Between:

(insert name of Municipality to which request for access to data and information is made by consultants or members of the public)
(.e.g. The Regional Municipality of Durham, Peel, or York, or the City of Toronto)

(The "Region", or, "The City")

and

(The "User")

SECTION A: DATA AND/OR INFORMATION REQUESTED

Insert the text of the request here. Or provide a short description of the Data or Information requested and attach the request for Data or Information as an Appendix to the Agreement.

SECTION B: USE OF THE DATA AND/OR INFORMATION

Describe the purpose of the request here, unless the text of the request, inserted above, clearly states the purpose, or make reference to the request for data or information which has been attached to the Appendix.

SECTION C: DISCLAIMER

The *following* disclaimer applies to the disclosure of the Data and/or Information requested. While efforts are *made* to ensure *that* the Data and/or Information supplied in response to the request is accurate and up-to-date:

- I. neither the [*Region/City*], *partner* Conservation Authorities, nor any of their employees or council members, officers, employees, successors and assigns shall be liable for any damages, or suffer any loss arising from any errors or inaccuracies therein, or from any misuse, misinterpretation or misapplication thereof by the User, whether due to the negligence, omission, or activities of such employees or officers or otherwise; and
- II. the said Data and/or Information is made available to the User solely on condition that the User and the *User's* heirs, executors, administrators, successors and assigns assume full responsibility for any risk associated with the use or misuse thereof, and agree to indemnify and hold harmless the Region/City and partner Conservation Authorities and their council members, officers, employees, successors and assigns from any and all damages or losses whether arising directly or indirectly from the disclosure of the data and information, including all damages and losses of the type described in clause (i) above.

SECTION D: CONDITIONS

The following conditions apply to the release of Data and Information:

- i) The Region/City *must* be acknowledged as the agency from which the Data and/or Information was obtained in any reports prepared by the User for any person, or in any publications of any kind;
- ii) The User *will* bring to the attention of the Region/City, preferably via the ORMGP staff, any errors detected in the Data and/or Information;
- iii) The *Data* and/or Information described in Section A will be used exclusively for the purpose described in Section B and any other use of the data and/or information shall be subject to the written permission of the Region/City;
- iv) The *User* will not disclose, in digital or any other form, the Data/and/or Information to third parties without the explicit written permission of the Region/City;
- v) The Region/City hereby gives the User explicit written permission to share the data and/or information, as required, with the Ministry of the Environment, Conservation and Parks of the Province of Ontario or its successor ministry;
- vi) The User shall supply back to the ORMGP (either directly or via the Region/City) any newly collected geological or hydrological Data and/or Information acquired during the course of the project. This will be used to improve upon the interpretation of the geology or groundwater flow system in the vicinity of the project. Ideally this should be in digital database format;
- vii) The User acknowledges and agrees that the collection, use and disclosure of the Data and/or Information provided by the Region shall be governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. c. M.56, as amended, including but not limited to section 10 thereof;

- viii) The Data and/or Information will remain the property of the Region/City or of the person or government or other agency which has collected, organized, analyzed, and interpreted the Data and/or Information, as the case may be, and all intellectual property rights in such data and/or information remain vested in that person, government, or agency; and
- ix) In the event the User undergoes a change in either ownership or organization, this agreement will become null and void and all Data and/or Information provided shall be immediately returned to the Region/City.

I ACKNOWLEDGE AND AGREE TO THE ABOVE DISCLAIMER AND CONDITIONS:

NAME: _____ POSITION: _____

FIRM: _____

SIGNATURE: _____ DATE: _____

(I have the authority to bind the corporation)

SCHEDULE 3



Made as of the _____ day of _____ in the year _

between:

Agency Name

(The **“OWNER”**)

and:

_____ (The **“USER”**)

having a place of business at: _____

For the use of the

Long Model Name

(The **“MODEL”**)

To fulfill the requirements of

Project Title

(The **“PROJECT”**)

SECTION A: BACKGROUND CONTEXT TO AGREEMENT

This Agreement has been prepared as one component of a comprehensive multi-agency initiative to maintain water related data, information, and interpretation. The **OWNER** is intending to actively maintain the **MODEL** into the future. Long term active model maintenance includes keeping an up-to-date database upon which the **MODEL** is based, as well as incorporating into the **MODEL** new insights and/or interpretations that arise as various users work with the **MODEL**. Upon each new use of the **MODEL**, the **OWNER** requires that a new agreement be signed to allow for the **MODEL** to be kept as up-to-date as

possible and that the most recent data, analyses and interpretations can be brought to bear on subsequent studies.

Upon receipt of the **MODEL**, the **USER** acknowledges that age of the model, the scale/resolution of the model, the model's original intent, etc., may put constraints on the **MODEL's** applicability. It is the responsibility of the **USER** to determine whether there are approaches more suitable than simply using the model files as received. Alternately, users may make use of only structural components of the model files, such as material property distribution, spatial interpretations, initial conditions, etc., the suitability of which is also in the sole responsibility and judgement of the **USER**.

Given the nature of the proposed project, the **OWNER** could suggest/recommend the most appropriate model for the task at hand, if requested. The **USER** is free to select any or all models available to the **USER** that intersect their project area, where available. The idea is that model sharing could perhaps reduce duplication of effort, thereby lowering costs by delivering previous work in a digital format.

SECTION B: DEFINITIONS

For this Numerical Model Sharing Agreement, the following terms will be used:

1. The **MODEL** refers to the numerical model(s) described in Section C hereinafter referred to as the "**Long Model Name**" (or the "**Short Model Name**" for short), as requested by the **USER** and provided by the **OWNER** under the terms of this model sharing Agreement. The term **MODEL** is implicit in reference to all elements of the numerical model(s) required in reproducing model results, including:
 - (a) The model executable(s) and model code version number(s);
 - (b) Data used to construct (i.e., model structural files, model parameters) and to run the model (input variables) for any variant (e.g., scenario) of the model used in production of model results; and,
 - (c) All model control files that are required to run any model variant (e.g., calibration, validation, baseline, scenario, uncertainty analysis, etc.).

The **OWNER** will assign the model name: "**Short Model Name**" as a reference to the provided **MODEL** to which the **USER** must adhere to when reporting on the **MODEL** provided. Unless specifically requested by the **OWNER**, the use of the term "**Short Model Name**" is restricted from being used in reference to any models produced by the **USER** as a **DERIVATIVE** in fulfillment of this **PROJECT**.

2. The **PROJECT** refers to the name of the project for which the **USER** wishes to make use of the **MODEL and** as described in Section D, below.
3. A "**DERIVATIVE**" refers to any model produced by the **USER** that was in any way informed, founded upon or based on the provided **MODEL**. **DERIVATIVE** includes any model utilized by the **USER** in which the **MODEL** structure (e.g., local refinements, parameter changes, boundary condition changes, re-scaling, etc.) have been made to fulfill the needs of the **PROJECT**.

SECTION C: MODEL(S) REQUESTED

1. Long Model Name (The **MODEL**)

SECTION D: INTENDED USE OF THE REQUESTED MODEL(S)

(this Description of the Project section is to be completed by the **USER**.)

SECTION E: NUMERICAL MODEL DISCLAIMER/LIMITED WARRANTY¹

The **OWNER** does not warrant the **MODEL** or any associated software to be correct, free from defects, suitable for any purpose, or compatible with any model of computer, hardware or other software.

The **USER** acknowledges that the **MODEL** was developed for a specific task and cannot be considered directly transferable as-is to fulfill the needs of the **PROJECT**. It is the responsibility of the **USER** to verify that the **MODEL**, any software associated with the **MODEL** and any work produced using this **MODEL** are suitable to address some or all of the needs of the **PROJECT**.

The **USER** shall apply industry standards of care in the using/developing/refining the **MODEL** for the purposes outlined herein and in doing so, may have modified the **MODEL**. The **OWNER** shall not be liable for any reuse of the **MODEL** where modifications have been incorporated.

The **OWNER** rejects all liability and responsibility relating to the consequences, to the **USER** or any third party, of using the **MODEL** and its **DERIVATIVE**. In no event will the **OWNER** be liable for indirect, incidental, economic or consequential damages arising out of the use of the **MODEL**, including, without limitation, damages or costs relating to loss of revenue or profits, business, goodwill, data or computer programs, or claims by a third party. Except for representations and warranties expressly made in this Agreement, the **MODEL** is provided on an "as is" basis, and there are no representations or warranties, express or implied by statute, including, without limitation, any with respect to:

1. Merchantability or fitness for any purpose;
2. Operational state, character, quality or freedom from defects.

¹The following Disclaimer or Liability Waiver has been adapted from the National Research Council of Canada to suit the needs of government agencies that wish to share numerical models with external unaffiliated parties.

The **USER** shall indemnify and save harmless the **OWNER**, their employees, council members, partners and agents from and against, and be responsible for:

1. All claims, demands, losses, damages, costs including solicitor and client costs, actions, suits or proceedings brought by any third party, that are in any manner based upon, arising out of, related to, occasioned by, or attributable to the use of the **MODEL** and any **DERIVATIVE**.
2. Other costs, including extra-judicial costs, of **OWNER** defending any such action or proceeding, which **OWNER** shall have the right to defend with counsel of their choice.

SECTION F: AGREEMENT

This Agreement between the **OWNER** and **USER** allows for the use/access of the **MODEL**. The **OWNER** is allowing access of the **MODEL** to the **USER** for the sole purpose of the **PROJECT** at no charge in the interests of promoting sound water management decision making. As a result, the use of the **MODEL** is subject to the following conditions:

1. The **MODEL** and any **DERIVATIVE** can only be used by the **USER** exclusively to fulfil the purposes of the **PROJECT** as outlined in Section C.
2. Regardless of how significantly the **MODEL** might change as a result of work undertaken on the **PROJECT** the **OWNER** still retains ownership of the **MODEL** and any **DERIVATIVE** associated with the **PROJECT**.
3. Upon completion of the **PROJECT**, the **USER** agrees to return the **MODEL** and any and all **DERIVATIVE** to the **OWNER** as used to fulfil the purposes of the **PROJECT** as outlined in Section C. The purpose of this request is to provide the **OWNER** with the opportunity to update the **MODEL** with any new data, insights, and understanding that may have been incorporated into a **DERIVATIVE** as a result of the **PROJECT**.
4. Upon completion of the **PROJECT**, and at the specific request of the **OWNER**, **USER** (along with their technical modelling sub-consultants, if applicable) agrees to attend a technical meeting with the **OWNER** in order to convey any new data, insights and understandings that have been incorporated into any **DERIVATIVE** as a result of the **PROJECT**. The **USER** staff time costs for the meeting are to be borne by the **USER**.
5. Unless specifically requested by the **OWNER**, and regardless of whether the **MODEL** is used as provided and no **DERIVATIVE** is produced, the **USER** agrees that any documentation prepared for the **PROJECT** must not use the term "**Short Model Name**" without adding a prefix, suffix, modifier, or qualifier, or changing the model name altogether, to convey that the results are not part of the original intent and design of the **MODEL**. Reference must still be given to the "**Short Model Name**" in all documentation, as it nonetheless formed the basis for the analyses undertaken for the **PROJECT**.
6. The **OWNER** assumes no liability whatsoever for any decisions that may arise as a result of **USER** having made use of the **MODEL** and any **DERIVATIVE** for the purposes of the **PROJECT**.
7. The **USER** will not market, commercialize, or profit from the **MODEL** (in whole or in part) without the prior express written consent of **OWNER**, which consent may be withheld in the sole discretion of the **OWNER**.
8. The **USER** will not permit persons (other than its own personnel) to access the **MODEL** without the prior express written consent of **OWNER**, which consent may be withheld in the sole discretion of the **OWNER**.
9. This Agreement is effective from the date of signature until the **OWNER** has received back **MODEL** and any **DERIVATIVE** from **USER**.
10. The **OWNER** will not consider the **MODEL** delivered until the **MODEL** is successfully run to completion on a machine of their choosing.
11. Section E and G and clauses 1, 2 and 5 to 8 of Section F of this Agreement will survive expiry of this Agreement.

SECTION G: INFORMATIONAL OWNERS

The **OWNER** shall remain the owner of its data and information at all times and in all instances, including upon termination or bankruptcy. All of the **OWNER's** data, information and/or customizations required to fulfill the obligations of the **PROJECT** will be owned by the **OWNER**, and may not be used by the **USER** for any other purpose other than those required to fulfill the obligations of the **PROJECT** without seeking the explicit written approval by the **OWNER**. Customizations shall include all deliverables newly developed by **USER** in the performance of the services for the specific and unique needs of **OWNER** under this **PROJECT**.

All data, geological interpretations, land use classifications, flow model files and revisions made to these shared model files shall be provided to the **OWNER**. Upon project completion, these files and any derivatives thereof shall remain the sole and exclusive property of the **OWNER** and cannot be used by the **USER** for any other consulting projects without expressed written permission from the **OWNER**.

OWNER	Contact Name	Contact Number
Agency Name	Primary Agency Contact	416-555-5555 ext. 101

I. SECTION H: ACKNOWLEDGEMENT

AS THE **USER**, I ACKNOWLEDGE AND AGREE TO THE ABOVE DISCLAIMER AND CONDITIONS:

 NAME POSITION ORGANIZATION

 SIGNATURE

SCHEDULE 4



Secondary Partner Agreement

Background

In the process of assessing, evaluating and modelling the groundwater flow systems across the Oak Ridges Moraine and adjacent areas, the public sector agencies that comprise the ORMGP have consolidated a considerable amount of data, reports and interpretations pertaining to the area's geology, hydrogeology and hydrology. Although the focus has been on the City of Toronto as well as the Regional Municipalities of York, Peel and Durham, the area under some consideration stretches between Lake Ontario in the south, to the Kawartha Lakes in the north and from the Credit and Nottawasaga watersheds in the west, to the Trent and Otonabee Watersheds in the east. Given the extensive breadth and scope of the data and information available, the 13 partnered agencies have created a web-based interface that provides for relatively straightforward access to the program's technical information and data. You will see on the website that many of our interpretations do incorporate the geography of XXXXX.

We look forward to working with XXXXXX staff to incorporate more of the water and/or subsurface related data and information into the program's database.

Terms of Agreement

1. The XXXXXXXX agrees to the following fee:
 - Partner Agency – Level 2 \$10,000/year
2. ORMGP agrees to the following:
 - provide XXXXXXXX staff with accounts to access the ORMGP website.; Should it become necessary, in the opinion of ORMGP, ORMGP reserves the right to limit the number of accounts.
 - assist and facilitate XXXXXXXX staff through the process of incorporating data into the program's database such that it will be available through the program's website;
 - invite XXXXXXXX staff to ORMGP Technical meetings (generally 2 times per year) where staff can provide input to the program direction and interact professionally to learn from other agencies within the partnership;
 - if space is available, invite XXXXXXXX staff to any training sessions that might be held with respect to any aspect of the ORMGP;

- provide limited technical input on hydrogeological or database issues to XXXXX staff;
3. This agreement is valid from the date of signature and will be renewed automatically with an annual invoice being sent in January of each calendar year.
 4. XXXXXX agrees to the attached disclaimer. This must be agreed to upon each instance of access to the website.

Signature

Date

I have the authority to bind the corporation.

Print Name

NOTE: ORMGP staff are employees of Central Lake Ontario Conservation Authority (CLOCA). For legal purposes CLOCA can be substituted for ORMGP throughout this Agreement.

Disclaimer

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The ORMGP, and its Primary Partner Agencies, disclaim any responsibility or liability for any direct or indirect damages resulting from the use of the data and information provided through this mapping portal. The data and information contained in this site are compiled from many

sources. Prior to taking any action with respect to ORMGP data and/or information, users of this portal's data and information are hereby advised to use professional judgement and consult with other data and information sources for verification.

Users knowingly waive any claims for damages against any entities comprising or assisting the ORMGP that may arise from the mapping data. The User hereby releases and forever discharges the ORMGP, its Primary Partner Agencies and all of their officers, council members, employees, successors and assigns from all claims, demands, damages, actions or causes of action arising or to arise by reason of use of this application or any inaccuracies, errors, misrepresentations, or omissions or limitations in information contained herein.

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SCHEDULE 5



Consultant Member Agreement

Background

In the process of assessing, evaluating and modelling the groundwater flow systems across the Oak Ridges Moraine area, the public sector agencies that comprise the ORMGP have consolidated a considerable amount of data, reports and interpretations pertaining to the area's geology, hydrogeology and hydrology. Although the focus has been on the City of Toronto as well as the Regional Municipalities of York, Peel and Durham, the area under some consideration stretches between Lake Ontario in the south, to the Kawartha Lakes in the north and from the Credit and Nottawasaga watersheds in the west, to the Trent and Otonabee Watersheds in the east. Given the extensive breadth and scope of the data and information available, the 13 partnered agencies have created a web-based interface (Oak Ridges Moraine Groundwater Program (ORMGP) Mapping) that provides for relatively straightforward access to the program's technical information and data. For a small fee that will help to defray some of the costs associated with maintenance and upkeep of the web-based interface, the partner agencies have agreed to provide broader website access to the consulting community, and others if interested. The terms of this agreement will be reviewed annually and adjusted as necessary.

Terms of Agreement

1. Consultant agrees to the following payment schedule:

- | | |
|---|--------------|
| • Company size less than 5 staff | \$2,000/year |
| • Company size between 5 and 20 individuals | \$4,000/year |
| • Company size greater than 20 individuals | \$6,000/year |

Payment reflects a small cost recovery fee tied to ORMGP related activities including, but not limited to: i) maintenance of website and associated hardware (e.g. servers, internet connection, etc.); ii) miscellaneous assembly and interpretation of data; iii) continued input of additional data. There is no payment directly tied to data access, indeed it should be noted that most of the data held in the program's files can be freely acquired through other sources, albeit with much time, perseverance and work.

2. This agreement is valid for a one year period from the date of signature or account set up (whichever is earlier) and will be automatically renewed on an annual basis upon email confirmation.
3. For the duration of the agreement ORMGP agrees to provide consultant with accounts for staff to access the website. Should it become necessary, in the opinion of ORMGP, ORMGP reserves the right to limit the number of accounts.

4. The consultant agrees to the attached disclaimer which applies to each access to the website and use of the associated Data and/or Information.
5. Consultant agrees to abide by the following code of conduct with respect to this agreement with the ORMGP.

Staff from our firm/agency acknowledge that the data and information provided via the ORMGP web mapping portal are provided to our staff in the broad spirit of collaborating to improve understanding. Our staff understand that all contributors to the ORMGP are united in sharing a long term vision of continually improved geological, hydrogeological and water resources understanding and decision making. As such our staff will be respectful of the past work that has been incorporated into the ORMGP. Our staff will remain ethical and respectful while commenting upon the data or information that have been extracted from the program's web portal. Our staff also understand the value in professionally pointing out errors and/or contributing additional data, information and/or knowledge to improve the overall understanding of subsurface geological, hydrogeological and general water resources conditions. Where feasible (e.g. time and finances permit), our staff commit to working collaboratively to assist ORMGP staff to maintain and update the program's technical information and interpretations.

Signature

Company

Date

I/we have the authority to bind the corporation.

Print Name

NOTE: ORMGP staff are employees of Central Lake Ontario Conservation Authority (CLOCA). For legal purposes CLOCA can be substituted for ORMGP throughout this Agreement.

Disclaimer

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Users knowingly waive any claims for damages against any entities comprising or assisting the ORMGP that may arise from the mapping data. The User hereby releases and forever discharges the ORMGP, its Primary Partner Agencies and all of their officers, council members, employees, successors and assigns from all claims, demands, damages, actions or causes of action arising or to arise by reason of use of this application or any inaccuracies, errors, misrepresentations, or omissions or limitations in information contained herein.

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SCHEDULE 6



Consultant - Client Waiver to Provide Data to ORMGP

CLIENT: _____

CONSULTANT: _____

DATE: _____

PROJECT:

Background

_____ is a Consultant Member with the Oak Ridges Moraine Groundwater Program (ORMGP). This program, established in 2001, with an overall goal of improving water management in Ontario, has assembled, and makes accessible, a tremendous wealth of data and interpretations related to Central Ontario’s hydrogeological environment (see <https://oakridgeswater.ca/SitePages/Maps.aspx>).

Since becoming a partner in the program, _____ staff regularly use the information available at the program’s website to guide the analyses of subsurface data for our clients. ORMGP’s data provides historic and regional context in our understanding of the groundwater conditions influencing your project site. This increases the confidence of review agency staff in the technical information that we present in support of the work completed on your behalf. This saves time and back-and-forth with review agencies.

In the spirit of collaboration and continual improvement, we recommend that our clients assist the program by providing hydrogeological data and information collected during your project directly to the ORMGP. Providing hydrogeological data will ensure that reports and/or data are made broadly accessible over the program’s website and that interpretation and analyses of Ontario’s geology and hydrogeology are improved to the future benefit of all Ontarians.

Much of the site characterization and data collection work that _____ undertakes on behalf of clients is submitted to government regulatory or approving agencies and is therefore already in the public realm. By signing this agreement you will simply be facilitating the direct transfer of information for the benefit of Ontario.

Note that if you agree, the data collected for your study will be part of a publically accessible water management database. Reports will not be generally available to the public but only

be made available to ORMGP partner agencies, i.e. other consultants and/or public sector agencies.

Details

If in agreement, circle or check the lines that apply and sign below. _____ staff will take care of the delivery of the information to the ORMGP program.

_____ We agree to allow _____ to provide the following to the Oak Ridges Moraine Groundwater Program:

1. PDF of Final Report? YES _____ NO _____
- a. Report Figures Only? YES _____ NO _____
2. Collected data (digital format)
- a. All Collected Data? YES _____
 NO _____
- If no – which of the following is permitted?
- b. BH Logs? YES _____ NO _____
- c. Water Levels/Pumping Test Details? YES _____ NO _____
- d. Water Quality? YES _____ NO _____
- e. Pumping Rates? YES _____ NO _____
- f. Stream Flow Data? YES _____
 NO _____
- g. Geotechnical Data (e.g. grain size, blow counts, etc.)? YES _____
 NO _____
- h. Other (Specify) _____ YES _____
 NO _____

Date: _____

Signed: _____

Title: _____

Client Name and Address:

SCHEDULE 7



Accessibility of Data and Information

DATA

The body of the Memorandum of Understanding (MOU) addresses the issue of Primary Partner Agencies accessing the Database – essentially all Primary Partner Agencies have unlimited access to the data that lies within their jurisdictional area plus a buffer of about 5 kilometres. It also addresses issues related to sharing the Database externally with consultants and members of the public at large.

If a particular Primary Partner Agency wants to keep Information and/or Data which has been deposited into the Database confidential for its own Agency use, the Database has been structured with confidentiality coding built at two levels: the location level and the interval level. The original concept, when established, was that either the entire location could be restricted from other Primary Partner Agencies, or the temporal data associated with that location (e.g. water chemistry, pumping rates, etc). could be restricted. In the latter case, the geology and construction of a particular borehole would be available to others.

The original conceptualization of the confidentiality coding was:

Location Confidentiality

- 1 = location is fully accessible – there is no restriction on accessing the location (this is the default code)
- 2 = location is accessible only to all public Partner Agencies – if a cut of the Database is provided to consultants working for private entities or to the public these locations would be withheld
- 3 = location is accessible only to those Primary Partner Agencies that have jurisdiction in the area of the location (i.e. one Municipality and one Conservation Authority)
- 4 = location is accessible only to the Primary Partner Agency that deposited the location to the Database

Interval Confidentiality

- 1 = temporal Data is fully accessible – there is no restriction on accessing the temporal data (this is the default code)
- 2 = temporal Data is accessible only to all public Partner Agencies – if the Database is cut and provided to consultants working for private entities or to the public the temporal data tied to the intervals would be withheld
- 3 = temporal Data is accessible only to those Partner Agencies that have jurisdiction in the area of the location (i.e. one Municipality and one Conservation Authority)

4 = temporal data is accessible to only the Primary Partner Agency that deposited the Data to the Database

Additional codes could be developed if there was sufficient interest from the Partner Agencies. If the Database was to be made accessible over a website then the accessibility coding outlined above would have to be made to work with the Partner Agency passwords for accessing the website itself.

INFORMATION

With respect to the information derived from Data and information within the Database, upon request, each Primary Partner Agency has access to the geological and hydrogeological surfaces and model input and output layers across their entire jurisdictional area plus a buffer. In recent years the program has been making informational maps available for the entirety of the ORMGP geographical area via the program's website so that each Primary Partner Agency has the opportunity to place their area into the regional context. This would continue unless there was direction from the Executive Steering Committee to alter the practice.

SCHEDULE 8



ORMGP Data Provision Clause For incorporation into a Hydrogeological/Hydrological/Geotechnical Terms of Reference Document

Background: As one of thirteen partner agencies in the Oak Ridges Moraine Groundwater Program (ORMGP) your staff have a vested interest in being able to readily access data that will be collected by consulting firms that are retained to conduct business with you. The ease with which data can be imported into the ORMGP's extensive digital database depends upon the format that it is in when delivered by the consultant along with a final report. If not clearly specified within your Terms of Reference (Call for Proposal), the data might only be returned by the consultant in a paper format, thus requiring additional labour costs to transcribe the data back into a digital format for import to the database. The ORMGP has developed data formatting templates (both Microsoft Excel and Access formats) that can be appended or referred to in your Terms of Reference document. This memo provides clauses that your staff can directly insert into your Terms of Reference documents such that consultants deliver data back to you in a standardized format.

Clause

The **(insert Agency Name)** is a partner agency within the Oak Ridges Moraine Groundwater Program. As such our staff routinely rely upon and use the data and information provided through the ORMGP to inform our decision making with respect to water and subsurface related decisions.

In supporting the ORMGP, we request that all water and subsurface related data, (e.g. borehole logs, water chemistry, water levels, pumping test data, etc.), collected during the course of this project be submitted in a digital format consistent with the data templates provided at Oakridgeswater.ca. The filled in data entry sheets must be submitted as part of the final report and the processing of the final project invoice will be contingent upon the receipt of all required data entry forms, properly filled in with the required project data. All data collected over the course of the current project will potentially be uploaded to the ORMGP web-based data portal and can be used by others into the future to help improve upon the understanding of Ontario's water and subsurface environments.

SCHEDULE 9



Website Disclaimer Text

DISCLAIMER – (Public Site)

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SCHEDULE 10



Financial Framework

Background

Since 2001, the ORMGP has been funded in four equal parts by the Regional Municipalities of York, Peel, and Durham and the City of Toronto. Each of the funding agencies agrees to the following for the duration of this MOU:

1. On an annual basis, the four funding partners to the ORMGP (the Regional Municipalities of York, Peel, Durham and the City of Toronto) agree to share the cost for the program in four equal shares.
2. The proposed budget of the ORMGP will be set on an annual basis by ORMGP staff in discussions with the Technical Steering Committee. In general, the budget for the program will be at a level consistent with the previous year, plus a cost of living/inflation factor. From time to time, strategic initiatives might arise that could be proposed for consideration and these might influence the program budget. The Executive Steering Committee will be responsible for approving any change in the ORMGP budget that is outside of the previous year's budget plus a cost of living/inflation increase.
3. In each subsequent year of the MOU, the financial contribution to the ORMGP will increase annually to reflect a cost of living/inflation increase. If in any particular year the annual cost of living increase varies amongst the funding agencies, then the cost of living increase allocated to the ORMGP will be the average of the cost of living increases approved in the annual budgets of the funding agencies.
4. Should an additional funding agency wish to join the program during the term of this MOU, they will be required to accept the terms of the MOU and to contribute financially in the same amount as the current funding agencies. There will be no reduction in the financial contribution (i.e. the overall cost of the program (and the work required to maintain the data and information new geographic area) will increase proportionally, and the annual cost for the program will subsequently be shared in five (or more) equal parts.

If this information is required in an accessible format, please contact 1-800-372-1102 ext. 3540.



The Regional Municipality of Durham Report

To: Works Committee
From: Commissioner of Works
Report: #2021-W-10
Date: February 3, 2021

Subject:

Alignment of the Planned Connection Between the Proposed Highway 401 Crossing at Hopkins Street and Champlain Court, in the Town of Whitby

Recommendation:

That the Works Committee recommends to Regional Council:

- A) That the Regional Municipality of Durham confirms that the planned alignment for the connection between the proposed Highway 401 Crossing at Hopkins Street and Champlain Court, included in the Highway 401 Crossing at Hopkins Street Environmental Assessment dated October 2013, will be deferred at this time and property acquisition will not be advanced until an Environmental Assessment addendum is completed; and
 - B) That a copy of this report (exclusive of Confidential Attachment #2), be forwarded to the Ministry of Transportation of Ontario, Town of Whitby and the landowners of 1100, 1130 and 1150 Champlain Court, in the Town of Whitby, for information.
-

Report:

1. Purpose

- 1.1 The purpose of this report is for Regional Council to confirm a commitment to the landowners of 1100, 1130 and 1150 Champlain Court, in the Town of Whitby (Whitby), that the planned alignment for the connection between the proposed Highway 401 Crossing at Hopkins Street and Champlain Court, included in the Environmental Assessment (EA), October 2013, will be deferred at this time and property acquisition will not be advanced until an EA amendment is completed.

2. Background

- 2.1 In 2013, The Regional Municipality of Durham (Region) completed an EA for the proposed Highway 401 crossing at Hopkins Street from the future Victoria Street (Regional Road 22) realignment to Consumers Drive (Regional Road 25), within Whitby. The selected alternative (Attachment #1) includes a four-lane structure over Highway 401 with buffered bike lanes.
- 2.2 The 2020 Capital Road Program Budget and Forecast estimated the total cost for the capital project at \$15.49 million, with property acquisition funding forecasted in 2023 and construction funding forecasted in 2026.
- 2.3 To date, the EA has been completed (2013) and property acquisition has not commenced.

3. Previous Reports and Decisions

- 3.1 On April 2, 2014, Regional Council approved Report #2014-W-29 acknowledging that the timing for a Highway 401 crossing at Hopkins Street would occur no earlier than 2024 and that this commitment be provided to the Ministry of Transportation of Ontario, the Town of Whitby and the landowners of 1130 and 1150 Champlain Court.

4. Project Property Requirements

- 4.1 As a result of the changes required to the vertical alignment of Hopkins Street, the existing connection from Hopkins Street to Champlain Court was selected in the EA to be realigned to the north. The planned Champlain Court realignment was to pass through the corner of the property at 1100 Champlain Court, and required the full purchase of both 1130 and 1150 Champlain Court.
- 4.2 South of Highway 401 an easement for grading or property purchase from the undeveloped lands on the west side of the reconstructed and widened Hopkins Street would be required, if not obtained through the development planning process prior to the project.
- 4.3 The lands owned by HydRx Farms Limited (HydRx) at 1130 Champlain Court are critical to the construction of the planned Champlain Court connection, and discussions with HydRx have been held in recent years regarding the requirement.

5. HydRx Facility and Project Impact

HydRx Facility

- 5.1 HydRx purchased the property located at 1130 Champlain Court in September of 2014, following approval of an application pursuant to Section 45(2) of the Planning Act, to allow for the introduction of a medical marihuana plant and ancillary uses/activities which are incidental and subordinate to the operation of the facility.
- 5.2 Over the following two years, HydRx proceeded with extensive interior renovations to the structure to allow for licensing of the facility by Health Canada. The nature and scope of the works undertaken are substantive to achieve the current secure premises subject to the highest standards in terms of manufacturing and quality control practices. Following inspections by Health Canada, licences were issued to HydRx for the production of a range of marihuana products. Applications for approval of additional licences have since been filed with Health Canada.
- 5.3 Licences are not transferable to another facility. Based on the time required for the licensing of 1130 Champlain Court, HydRx estimates that the construction and licensing of a new facility could take upwards of five to seven years to complete given the time required for approvals by all levels of Government.
- 5.4 The replacement value of the physical plant and related facilities operated by HydRx is estimated to be very significant. In addition, if the Region were to pursue the acquisition of the lands, significant costs would be attributable to the relocation of plant equipment and business disruption.
- 5.5 On December 15, 2020, McDermott & Associates Limited, on behalf of HydRx, provided a detailed letter (Confidential Attachment #2) outlining the property background, the nature and scope of building renovations, and estimated replacement value. They requested that the Region re-evaluate the technically preferred alternative for the access to Champlain Court with a view to advancing an alternative which does not require the acquisition of all or a portion of the property holdings of HydRx. HydRx continues to invest significant capital in the facility and, as a result, would like some confirmation of the Region's intentions.

Project Impact

- 5.6 Although consideration was given to the costs of proceeding with the selected connection option at the time of the EA, the costs in the order of magnitude

currently estimated for the property are substantially greater than anticipated. As a result, staff are of the opinion that the costs are prohibitive to proceeding with the alignment as per the 2013 EA.

- 5.7 Accordingly, it is proposed that that the planned connection between the proposed Highway 401 Crossing at Hopkins Street and Champlain Court be deferred at this time and property acquisition not be advanced until an EA addendum is completed. The priority for the project should be reviewed through subsequent updates to the Region's Transportation Master Plan. When deemed necessary, the selected connection and all the other Champlain Court access options (Attachment #3), either to the proposed Highway 401 Crossing at Hopkins Street or to Consumers Drive, can be re-evaluated through an addendum to the EA.
- 5.8 Since the commencement of the Highway 401 Crossing at Hopkins Street EA, Thickson Road (Regional Road 26) has been widened to six lanes between Victoria Street and Consumers Drive which has provided additional traffic capacity. In addition, the Ministry of Transportation of Ontario is planning to rehabilitate the Thickson Road bridge over Highway 401 in 2022 and include a multi-use path which with future connections to Victoria Street and Consumers Drive will provide for Active Transportation. These initiatives have reduced the relative priority of the Highway 401 Crossing at Hopkins Street.

6. Relationship to Strategic Plan

- 6.1 This report aligns with/addresses the following strategic goals and priorities in the Durham Region Strategic Plan:
- a. Environmental Sustainability Goal #1.5: Expand sustainable and active transportation.
 - b. Economic Prosperity Goal #3.3: Enhance communication and transportation networks to better connect people and move goods more effectively.

7. Conclusion

- 7.1 Since completion of the Highway 401 Crossing at Hopkins Street EA, Regional staff have been made aware that due to upgrades to the building and anticipated relocation costs for HydRx Farms Limited at 1130 Champlain Court, the property acquisition costs to facilitate the construction of the planned Champlain Court connection are prohibitive to the project proceeding.

- 7.2 It is proposed that the planned connection be deferred, the priority for the project be reviewed and when deemed necessary the access to Champlain Court, either to the proposed Highway 401 Crossing at Hopkins Street or to Consumers Drive, will be proposed through an addendum to the EA.
- 7.3 This report has been reviewed by the Legal Services Division of the Corporate Services Department.
- 7.4 For additional information, contact Ramesh Jagannathan, Director, Transportation and Field Services, at 905-668-7711, extension 2183 or Jenni Demanuele, Director, Business Services, at 905-668-7711, extension 3456.

8. Attachments

- Attachment #1: Preliminary Plan - Proposed Highway 401 Crossing at Hopkins Street EA, October 2013
- Attachment #2: Confidential Letter from John McDermott, McDermott & Associates Limited, Re: Hopkins Street – Highway 401 Overpass, HydRx Farms Limited, 1130 Champlain Court, Whitby, dated December 15, 2020 **(under separate cover)**
- Attachment #3: Champlain Court Access Options - Proposed Highway 401 Crossing at Hopkins Street EA, October 2013

Respectfully submitted,

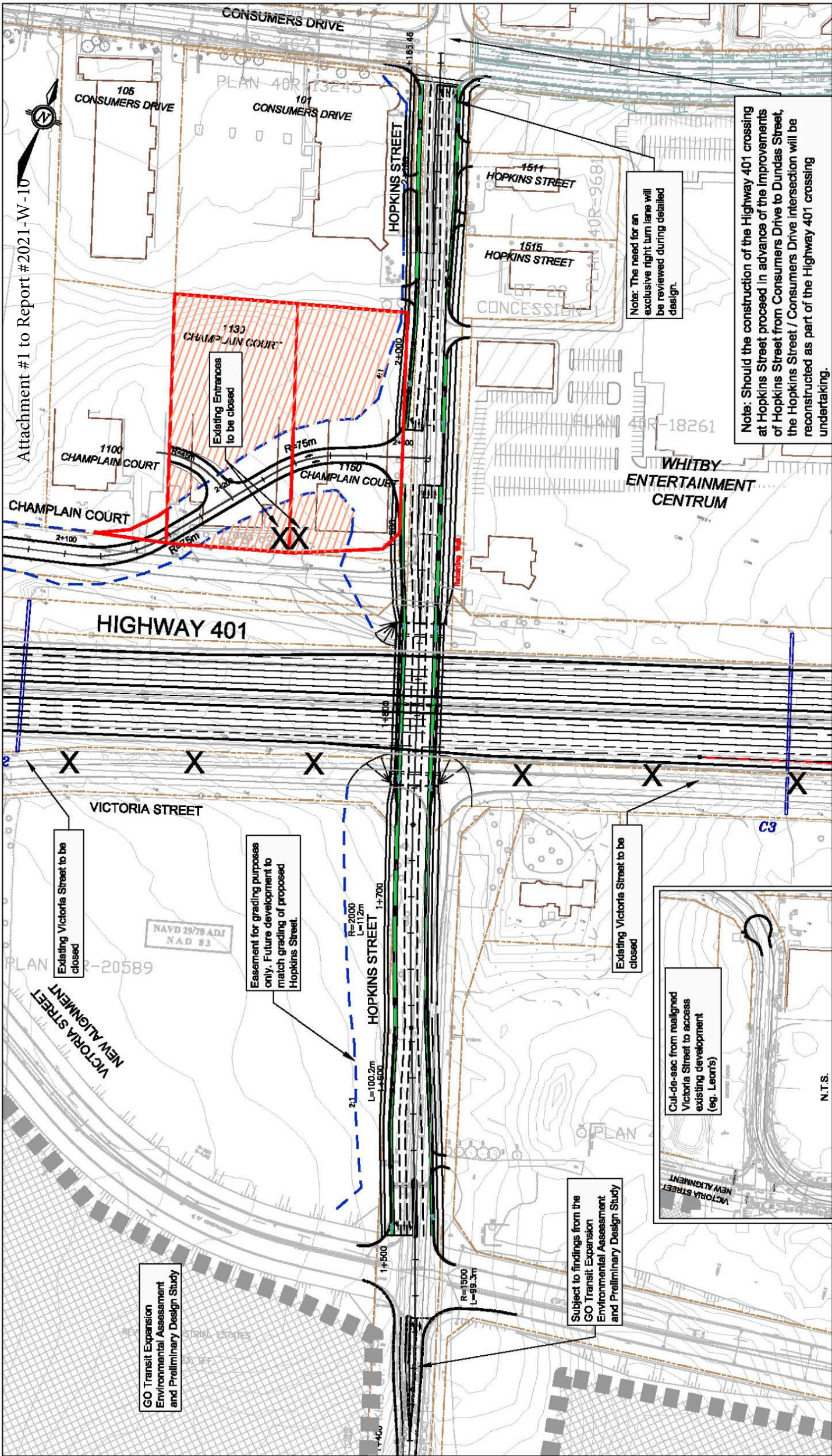
Original signed by:

Susan Siopis, P.Eng.
Commissioner of Works

Recommended for Presentation to Committee

Original signed by:

Elaine C. Baxter-Trahair
Chief Administrative Officer



Note: Should the construction of the Highway 401 crossing at Hopkins Street proceed in advance of the improvements of Hopkins Street from Consumers Drive to Dundas Street, the Hopkins Street / Consumers Drive intersection will be reconstructed as part of the Highway 401 crossing undertaking.

Note: The need for an exclusive right turn lane will be reviewed during detailed design.

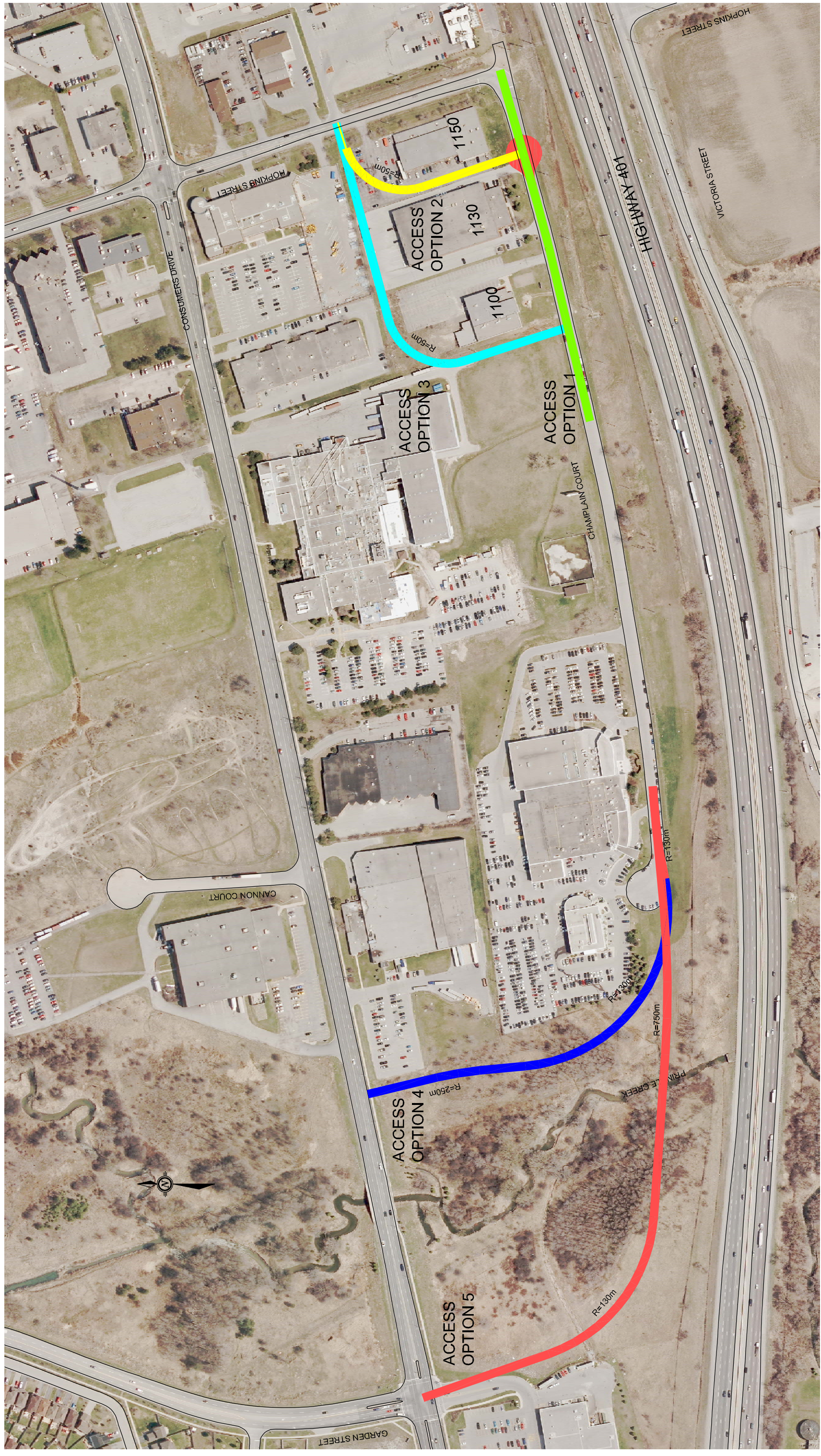
Legend:

- EXISTING PROPERTY LINE
- PROPOSED GRADING LIMIT
- PROPERTY PURCHASE DUE TO REALIGNMENT OF CHAMPLAIN COURT
- SURPLUS PROPERTY AFTER CONSTRUCTION

PROPOSED HIGHWAY 401 CROSSING AT HOPKINS STREET - PRELIMINARY PLAN
 DURHAM REGION
 HIGHWAY 401 CROSSING AT HOPKINS STREET, TOWN OF WHITBY
 CLASS ENVIRONMENTAL ASSESSMENT STUDY

Scale: 1:2,000
 10m 0 50m





CHAMPLAIN COURT ACCESS OPTIONS (Initial)

DURHAM REGION
 HIGHWAY 401 CROSSING AT HOPKINS STREET, TOWN OF WHITBY
 CLASS ENVIRONMENTAL ASSESSMENT STUDY

Scale
 1:3 000



EXHIBIT

5-4