



NIAGARA PENINSULA CONSERVATION AUTHORITY

FULL AUTHORITY

WELLAND

AGENDA JANUARY 20, 2010 – 7:15 p.m.

ROLL CALL

DECLARATION OF CONFLICT OF INTEREST

BUSINESS:

(1) MINUTES - FULL AUTHORITY MEETING–DECEMBER 9, 2009

Attached are the Minutes of the Full Authority Meeting held December 9, 2009.

(2) DELEGATION

Mr. Tom Richardson will be in attendance regarding a planning matter on behalf of the owners of the property at 8 Giles Crescent in Pelham. Attached is correspondence to the Town of Pelham from the NPCA regarding this matter.

(3) BUSINESS ARISING FROM MINUTES

(4) CHAIRMAN'S REMARKS

(5) CAO'S REPORT

(6) 2010 MEETING SCHEDULE – REPORT NO. 01-10

Attached is Report No. 01-10 regarding the proposed meeting schedule for 2010.

(7) BANK BORROWING RESOLUTION - REPORT NO. 02-10

Attached is Report No. 02-10 regarding the Authority's annual Bank Borrowing resolution.

(8) 2010 PERMIT, DEVELOPMENT AND TECHNICAL REVIEW FEES – REPORT NO. 03-10

Attached is Report No. 03-10 together with a copy of the proposed fees.

(9) LAKE ONTARIO SHORELINE MANAGEMENT PLAN UPDATE – NOVEMBER 2009 - REPORT NO. 04-10

Attached is Report No. 04-10 regarding this matter.

(10) MEDIAMIX INTERACTIVE INC. CONTRACT – REPORT NO. 05-10

Attached is Report No. 05-10 together with a copy of the proposed contract for this service.

(11) YEAR IN REVIEW

Staff will be in attendance to provide an overview of the 2009 Authority programs and projects.

(12) IN-CAMERA

- (a) Complaint and Violation Status Report: Report No. CR-01-10
- (b) Tree By-Law Status Report – Report No. CR-02-10
- (c) St. John's Centre – Verbal report on progress
- (d) Lakefront Land Purchase – Report No. CR-03-10
- (e) E.C. Brown Land Exchange – Report No. CR-04-10

(13) OTHER BUSINESS

ADJOURNMENT

TO: The Chairman and Members of the Authority

DATE: January 13, 2010

SUBJECT: 2010 MEETING SCHEDULE - REPORT NO. 01-10

Below is the proposed schedule for the Authority meetings in 2010, including the current annual and regular meeting of January 20, 2010. As in the past, the meetings are proposed for the 3rd Wednesday of each month, excluding July where no meeting is scheduled.

January 20 – Annual Meeting and Regular Meeting
February 17
March 17
April 21
May 19
June 16
August 18
September 15
October 20
November 17
December 15

RECOMMENDATION:

That the 2010 Authority Meeting Schedule as outlined in Report No. 01-10 be approved.

Respectfully Submitted By: _____
Tony D'Amario, P. Eng.
Chief Administrative Officer/Secretary-Treasurer



TO: The Chairman and Members of the Authority

DATE: January 13, 2010

SUBJECT: BANK BORROWING RESOLUTION - REPORT NO. 02-10

Each year our corporate bank, the Bank of Montreal, requires a resolution from the Authority allowing for the borrowing of funds as may be required for its operations and projects. Traditionally the Board had adopted this resolution for each of the upcoming fiscal years. The current financial position of the NPCA has not resulted in the Authority borrowing funds over the last several years. While it is not anticipated that we will be required to borrow funds for the 2010 budget year as well, I believe it prudent to have the approvals in place should the need arise for approved operation and project expenditures.

RECOMMENDATION:

WHEREAS Section 3(5) of The Conservation Authorities Act authorizes Conservation Authorities to borrow such monies as may be required until the payment of any grants and levies; and

WHEREAS the Niagara Peninsula Conservation Authority deems it appropriate to borrow such sums, with the total borrowed amount not to exceed \$800,000 at any one time in the year of 2010 to meet approved administration, maintenance and capital expenditures;

NOW THEREFORE BE IT RESOLVED that the Niagara Peninsula Conservation Authority be authorized to borrow from time to time from the Bank of Montreal by way of overdraft as per a Bank of Montreal overdraft agreement executed and signed by the Chairman and the Secretary-Treasurer of the Niagara Peninsula Conservation Authority, with the total amount not exceeding \$800,000 at any one time in 2010 to meet approved administration, maintenance and capital expenditures.

Respectfully Submitted By: _____
Tony D'Amario, P. Eng.
Chief Administrative Officer/Secretary-Treasurer



To: Chairman and Members of the Authority

Date: January 13, 2010

Re: 2010 PERMIT, DEVELOPMENT AND TECHNICAL REVIEW FEES REPORT NO. 03-10

In order to limit the reliance of the Authority on the municipal tax levy, since 2007 the administrative costs associated with the review and processing of permits, planning and development applications, has been offset by user fees. In January of last year, in response to complaints from a local municipality, the permit review fee structure was re-examined and revised to provide financial relief to smaller scale permit applications however, the NPCA has not undertaken a comprehensive update of its remaining review fees since 2007.

Planning and technical review activity has remained brisk throughout 2010, due to a combination of development screening activities which we currently do not charge fees for (i.e. building permit review, etc.) and providing review services pursuant to the 2008 Memorandum of Understanding (MOU) for Planning review executed with the Region and local municipalities. Nonetheless, based on projected 2009 year end, forecast revenues for permit applications, planning and development applications are down, due to a number of factors including: reduced permit application fees as noted above, fewer private sector development applications than expected and exemptions from review fees in certain situations.

In order to achieve the budgeted revenue targets approved in the 2010 operating budget, staff has re-examined both the amount of and exemptions to Planning and Development application review fees and is recommending a number of changes which are summarized as follows:

- Historically, the NPCA has not collected multiple fees associated with processing a typical subdivision or site plan development application but rather, only charged proponents the highest of the applicable fees. For example, if NPCA is required to review a Subdivision Plan application along a ravine slope for which a Geotechnical/Slope stability report was required, two different reviews are applicable. Currently, staff would only collect the larger of the two fees. This practice is contrary to the Authority's goal, of working towards a user pay system for costs associated with processing development proposals and shifts financial burdens from complex developments, onto those that are straight forward. As such, in 2010 staff propose to discontinue this practice and multiple review fees will be charged when appropriate. With this change, the base fee for processing activities related to a major subdivision have been lowered. Furthermore, the definition of "minor" and "major" have been fixed based on site area and the "intermediate" category for subdivisions, which was originally included to capture some of the technical review costs, will no longer be required.

- New fees have been added for the following review activities as per the attached schedules: Building Permit Review, Niagara Escarpment Commission (NEC) Application Screening/Clearance, Review of Hydrogeological Reports. These charges are expected to produce approximately \$ 18,475 of additional revenue. It should be noted that successful collection of the Building and NEC review fees will be largely reliant on cooperation of the local Building Officials and NEC respectively.

- Major-minor categories have been established for Grading & Drainage Plan Review and Geotechnical Report Review.

- Review fees for Environmental Impact Studies have been increased significantly to reflect the time and level of effort associated with processing these reports. In this regard, the fees have been put in line with those already in place for Storm Water Management Review.

- All remaining base Planning, Development and Technical review fees as established in 2007 have been adjusted for inflation of 2.5% per annum or 7.5% gross.

Finally, it should be noted that neither the Region nor local municipalities are, or will be subject to any of the fees listed on the Planning and Technical Review Fee Schedule. The scope of review and comment on planning documents (e.g. Official Plans, Environmental Assessments, Master Servicing Plans, etc.) and related technical reports advanced by a municipal proponent are governed in the MOU noted above and are considered part of our base level off service funded by the general levy.

With respect to Permit Application Review fees, staff would propose the following changes:

- As the Permit Application review fee structure was recently reviewed and modified in January of 2009, all fees have been adjusted for one year of inflation or 2.5%.

- The only base review fee that staff has increased beyond inflation is that associated with channel works. The relative level of effort required to assess these types of applications was not properly reflected in the existing fee schedule. This change is expected to produce approximately \$ 13,969 of additional revenue.

- NPCA has administered the Department of Fisheries and Oceans review and approval for most activities pursuant to a Memorandum of Understanding since 2006. When fishery requirements are triggered the level of effort required to process a proposal is significantly increased, however, this is not reflected in our current fee structure. As such, a surcharge fee has been added for applications/works that are affected by requirements under the Fisheries Act. This change is expected to produce approximately \$ 4,400 of additional revenue.

Overall, staff believe the proposed fee structure is more equitable than that which previously existed. If the above noted changes are adopted, staff expect that the NPCA will be able to recover the amount of fee revenue required as per the approved 2010 operations budget.

If adopted, the revised fee schedule will be forwarded to all municipalities, agencies, developers, lawyers, real estate agencies and other groups as required. In addition, an appropriate announcement will be placed on the NPCA web page.

ATTACHMENTS:

- No.1) Planning and Technical Review Fee Schedule - dated January 2010
No.2) Permit Application Review Fees - dated January 2010

RECOMMENDATION:

- That:**
- i) Report No. 03-10 regarding the Permit, Planning and Technical Review Fees, be received;**
 - ii) Further that the Review Fees contained in Attachments 1 and 2 be adopted effective January 20, 2010**

Prepared by: John Kukalis; Director, Water Management

Respectfully Submitted by: _____
Tony D'Amario, P.Eng. CAO/Secretary-Treasurer

Approved January 2010							
Planning and Technical Review Fee Schedule							
	Activity Count				2007/Current Fee	Proposed 2010 Fee	2010 Forecast Revenue
	2007	2008	2009	Forecast 2010			
Municipal Plan Input							
Review Activity:							
OP Amendment & Sec. Plan - Minor	9	28	21	19	\$ 450	\$ 485	\$ 9,377
OP Amendment & Sec Plan - Major					\$ 2,200	\$ 2,365	\$ -
Zoning Bylaw Amendment - Minor	20	60	40	40	\$ 450	\$ 485	\$ 19,400
Zoning Bylaw Amendment - Major					\$ 2,200	\$ 2,365	\$ -
Variance - Minor	41	41	48	43	\$ 300	\$ 325	\$ 14,083
Variance - Major					\$ 600	\$ 645	\$ -
Subd. & Vacant Land Condominium - Minor	4	2	5	4	\$ 500	\$ 540	\$ 1,980
Subd. & Vacant Land Condominium - Intermediate					\$ 2,200	n/a	n/a
Subd. & Vacant Land Condominium - Major					\$ 4,300	\$ 3,495	\$ -
Draft Plan Modification	0	3	0	1	\$ 1,450	\$ 1,600	\$ 1,600
Subd. Clearance of Conditions - Minor	5	10	4	6	\$ 500	\$ 540	\$ 3,420
Subd. Clearance of Conditions - Intermediate					\$ 750	n/a	n/a
Subd. Clearance of Conditions - Major					\$ 2,900	\$ 1,965	\$ -
Complex Applications					\$ 5,900	\$ 6,345	\$ -
Total							\$ 49,860
Approved 2010 Budget							\$ 50,000
Development Review							
i) Planning Review Activity:							
Building Permit Review	182	207	286	225	\$ -	\$ 55	\$ 12,375
Property Inquiries/Comp. Letter	81	76	60	72	\$ 200	\$ 215	\$ 15,552
NEC Application Screening/Clearance			29	24	\$ -	\$ 110	\$ 2,640
Site Plan Agreement - Minor	13	23	34	23	\$ 450	\$ 485	\$ 11,317
Site Plan Agreement - Major					\$ 3,100	\$ 3,335	\$ -
Severances - Minor	54	49	31	45	\$ 450	\$ 485	\$ 21,663
Severances - Major					\$ 1,050	\$ 1,130	\$ -
ii) Technical Review Activity:							
SWM Report Review - Minor	10	17	12	12	\$ 800	\$ 865	\$ 10,380
SWM Report Review - Major				1	\$ 1,750	\$ 1,885	\$ 1,885
Flood Plain Mapping (up to 500 linear m)				1	\$ 350	\$ 380	\$ 380
Flood Plain Mapping (over 500 m linear)				1	\$ 850	\$ 700	\$ 700
Grading & Drainage Plan Review - Minor	8	13	10	10	\$ 550	\$ 325	\$ 3,250
Grading & Drainage Plan Review - Major				1	\$ 550	\$ 600	\$ 600
Geotechnical Report Review (up to 500 linear m)	6	9	11	9	\$ 400	\$ 430	\$ 3,870
Geotechnical Report Review (over 500 linear m)				0	\$ 400	\$ 940	\$ -
Environmental Impact Studies - Minor	1	4	11	5	\$ 150	\$ 865	\$ 4,325
Environmental Impact Studies - Major				1	\$ 600	\$ 1,885	\$ 1,885
Hydrogeological Report Review - Minor			4	4	\$ -	\$ 865	\$ 3,460
Hydrogeological Report Review - Major				0	\$ -	\$ 1,885	\$ -
Total							\$ 94,282
Approved 2010 Budget							\$ 95,000
Definitions:							
Minor - site area: 1.5 ha or less							
Major - site area greater than 1.5 ha							
Complex - Lifestyle Communities, Golf Courses, Aggregate Extraction and other non-standard development proposals not listed							



TO: Chairman and Members of the Authority

DATE: January 19, 2010

RE: LAKE ONTARIO SHORELINE MANAGEMENT PLAN UPDATE, NOVEMBER 2009 - REPORT NO. 04-10

Background

Since 1985, Conservation Authorities in Ontario have been delegated the Ministry of Natural Resources responsibilities for commenting on land use planning applications with respect to hazardous lands along the Great Lakes Shoreline. This responsibility initially addressed flooding and erosion hazards and later in 1995, included dynamic beaches (as a result of changes to the Provincial Policy Statement issued under the *Planning Act*). In the late 1990's, the provincial government conducted a review of the *Conservation Authorities Act* under its *Red Tape Reduction Act*. The *Conservation Authorities Act* was revised in 1998 to achieve consistency between provincial legislation (e.g. the *Planning Act*). As a result, the Great Lakes Shoreline was added to the list of things regulated by Conservation Authorities under Section 28 of the *Conservation Authorities Act*.

In 1994, the NPCA adopted the Lake Ontario Shoreline Management Plan (2 volumes, Main Report and Technical Appendices; prepared by M.M. Dillon Limited Consulting and Atria Engineering Hydraulics Inc.). It included shoreline hazard limits for flooding and erosion based on the draft standards and guidelines established by the Ontario Ministry of Natural Resources. This report was prepared following high lake water levels in 1985 and the Province's desire to develop a long term strategy for shoreline management. The report and mapping has been used by Conservation Authority and staff since that time to implement planning and regulations policies.

Report

Since the 1994 Lake Ontario Shoreline Management Plan was released, a number of changes have taken place in the legislation, policies and guidelines regarding shoreline hazards, including:

Changes to the Conservation Authorities Act in 1998 allows Conservation Authorities to regulate Great Lakes Shoreline Hazards (including erosion, flooding and dynamic beaches) for the first time.

Ontario Regulation 97/04 "Content of Conservation Authorities Regulations...". This regulation established the content requirements to be met in Regulations made by Conservation Authorities.

The Provincial Policy Statement (March 1995) issued under the *Planning Act* requiring decisions affecting planning matters "be consistent" with policy statements issued under the *Planning Act* (including Natural Hazards associated with the Great Lakes Shoreline).

In 1996, Ministry of Natural Resources released the “Technical Guidelines for the Great Lakes – St. Lawrence System and Large Inland Lakes”. These guidelines provide the technical basis and procedures for establish the hazard limits for flooding, erosion and dynamic beaches as well as acceptable scientific and engineering practices for addressing the hazards.

The purpose of the current study was to update the hazard limits for flooding, erosion and dynamic beaches in the existing Lake Ontario Shoreline Management Plan (1994) to the current mapping and technical standards. W.F. Baird and Associates Coastal Engineers Limited was hired by the Conservation Authority with funding in the Watershed Planning program to complete the work. As a result, we have an updated Lake Ontario Shoreline Management Study and digital mapping of the shoreline hazards. This updated report will be used by planning and regulations staff to implement the responsibilities delegated to us by the Province in the review of Planning Act applications. It will also be used by Regulations staff to implement Ontario Regulation 155/06. Electronic copies of the report and mapping will be provided to the Town of Grimsby, Town of Lincoln, City of St. Catharines and the Town of Niagara-on-the-Lake. The report will be made available on the NPCA’s website. The mapping will be used to update screening maps provided to our municipal partners.

RECOMMENDATION:

That Report No. 04–10 be adopted for use in the Planning and Regulations Programs.

Prepared by: Suzanne McInnes, MCIP, RPP, Watershed Planning Coordinator

Respectfully Submitted by:

Tony D’Amario, P.Eng. Chief Administrative Officer/Secretary-Treasurer



TO: The Chairman and Members of the Authority

DATE: January 12, 2010

SUBJECT: MEDIAMIX INTERACTIVE INC. CONTRACT – REPORT NO. 05-10

At the December 2009 Board Meeting, members asked for additional details on the proposed service contract with Media Mix International to supply reservation services for Long Beach, Binbrook and Chippawa Creek.

The attached contract outlines the proposed services, and the delivery standards. The duration of this agreement is 5-years, with an option to renew for an additional 5-years.

The payment for these services is based on the activity at our Conservation Areas. Mediamix Interactive will receive a \$10 fee for every reservation transaction and \$8 for changes or cancellation to a booked reservation. All funds from these transactions will be deposited to the NPCA bank accounts. Mediamix will invoice the Conservation Authority each month, based on the system activity.

Staff have reviewed the contract, consulted our legal counsel and discussed the service with other Conservation Authorities and park systems already using the Mediamix Interactive service. Based on these factors, we recommend entering into the contract for service for a 5-year term.

RECOMMENDATION:

That Report No. 05-10 be received; and,

That staff be authorized to enter into a 5-year agreement with Mediamix Interactive Inc. to supply reservation software for Long Beach, Chippawa Creek and Binbrook Conservation Areas.

Prepared by: Darcy B. Baker - Director, Land Management

Respectfully Submitted By: _____
Tony D'Amario, CAO/ Secretary-Treasurer

SOFTWARE LICENSE AND CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2010.
BETWEEN:

NAGARA PENINSULA CONSERVATION AUTHORITY (NPCA),
having its principal office and place of business at 250 Thorold Road West, 3rd floor, Welland
Ontario.

(referred to as the "Recipient")

- and -

MEDIAMIX INTERACTIVE INC. (MMI), a corporation incorporated under the
laws of Ontario, having an office in the City of Toronto, in the Province of Ontario

(referred to as "MMI")

RECITALS:

1. MMI is the licensor of certain software packages and provides certain support and other services in connection with the software packages.
2. The Recipient wishes to obtain from Supplier the right and license to benefit from the use of the software as well as certain software support, management, execution, consulting and other services which Supplier wishes to provide to the Recipient.
3. The parties desire to specify in this agreement the definitive terms of the arrangement between them for the license, support and other services.

NOW THEREFORE in consideration of the premises and the covenants and agreements contained in this Agreement and other good and valuable consideration (the sufficiency of which is hereby irrevocably acknowledged by the parties), the Recipient and the Supplier agree as follows:

1.0 DEFINITIONS

- 1.1 1.1 AGREEMENT means this Agreement, including all attached Schedules, signed by the parties, at the time of the signing of this Agreement or at any time after the signing of the Agreement, as well as amendments, additions or modifications made hereto.

2.0 SCOPE OF AGREEMENT

2.1 Upon the terms and subject to the conditions in this Agreement and the applicable Schedules, MMI agrees to:

- (a) grant the Recipient a non-exclusive, non-transferable License to use the Software, as defined in section 3.1 below, for the purposes more specifically set out in this Agreement,
- (b) execute, manage, and support the Software, and provide all of the services which are set out in Article 5.0, and
- (c) provide consulting and such other services to the Recipient as requested by the Recipient from time to time.

3.0 DESCRIPTION OF COMPUTER SOFTWARE

3.1 The software provided to the Recipient under this License Agreement will provide a completely Web-based reservation portal for the Recipient, which provides a common look and feel is owned and marketed by MMI, as modified, enhanced, updated, corrected or otherwise altered from time to time (the "Software"). The portal will allow users to access information on the Recipients' facilities and access detailed property and reservation information. The web portal will provide FAQ's, contact resources, online trip planning, and self-help services, and will provide the ability to make, change and cancel reservations. The Web portal will further allow for payments for these services using an integrated payment gateway that will deposit funds directly into a NPCAbank account. MMI will then on a monthly basis invoice the NPCA for its portion of fees collected. Users of the system will receive a confirmation of their reservation, and will receive a printable version at the end of the transaction. Users will receive a unique reservation confirmation number which will enable them to make changes and cancellations to their reservations as and if required. The Recipient agrees that the License shall solely for its own internal operation to process its own data and not for others for hire. MMI will provide access to the staff (NPCA and Properties) of the Recipient to a web-based interface that manages all aspects of the reservation. It will display all reservations, allow for real-time reservation inventory management and user access management, and provide access to system tools, and statistical and other reporting. It will also include other features required for the full management of the reservation service. This interface can be accessed on behalf of a Recipient by the project account manager for any facilities which do not have internet connectivity.

4.0 TERM

- 4.1 This agreement shall commence on January, 2010, and shall remain in effect until January, 2015 (a period of 5 years), with an option to renew, should both parties wish to renew the Agreement, each at their own discretion, for a further period of five (5) years.

5.0 SERVICES

- MMI will manage and operate the Software being its web-based online reservation software module to allow reservations as specified by the Recipient to be made online at any time. This includes a "white label" site accessible to recipients users and members
- 5.2 MMI will provide Contract Centre reservation support to take, modify and cancel reservations on behalf of the NPCA. This service integrates real time with the web-based reservation and operations application.
- 5.3 MMI will provide its Local Manager and Local Operator interfaces to allow for individual management of reservable inventory, checking customers in or out, point of sale, reservation reporting and customer information reporting, and statistical reporting by inventory participants .
- 5.4 MMI will provide a service that meets the performance standards in Appendix "A". Should these standards not be met, the cure processes and termination processes outlined in section 16 below come into effect.

6.0 REQUIRED HARDWARE, SOFTWARE AND FACILITIES

- 6.1 All computer hosting hardware and software for the reservation system shall be provided by MMI and shall form part of the licensing agreement. The web component will be hosted and managed through two redundant datacentres. These centres use load balancers enabling it to run simultaneously at both redundant data centres, allowing for an automatic fail-over in the event that any difficulty is experienced at one of the centres.
- 6.2 The data and hosting facilities and all management of data will take place in the same data facilities as those used by MMI for its Government of Canada Protected "B" security environment, and will follow PCI compliance protocols. MMI passed PCI compliance in January 2007.

7.0 SOFTWARE LICENSE

7.1 Except as provided for in this Agreement, the Recipient agrees:

- (a) not to make any copies of the Software or any related documentation without the prior consent of MMI. The Recipient agrees to reproduce MMI's copyright and all other legal or proprietary notices on all copies of the Software (except copies made as part of a periodic system archival backup),
- (b) not to modify the Software independently of MMI,
- (c) that no title to or ownership of the Software and any related documentation is transferred to the Recipient, and that MMI shall retain title to all intellectual property rights including, without limitation, patent, trademark, and copyright in the Software and any related documentation,
- (d) not to use the Software and any related documentation in a manner that is inconsistent with the intellectual property rights that MMI has in the Software and related documentation,
- (e) not to decompile, disassemble or reverse engineer the Software,

- (f) all derivative work, being any work of authorship, including software, which infringes upon the copyright in any of the Software, or which is based Software shall be owned by MMI regardless of who the author of same was including the Recipient, its employees or its agents.

7.2 Each of MMI and Recipient shall divulge such Confidential Information only to its employees or agents who require access to it for the purposes of this Agreement, or as otherwise provide in this Agreement. "Confidential Information" means all data and information relating to the business and management of either party, including proprietary and trade secrets, technology and accounting records to which access is obtained hereunder by the other party, provided, however that Confidential Information shall not include any data or information which: (i) is or becomes publicly available through no fault of the other party; (ii) is already in the rightful possession of the party prior to its receipt from the other party; (iii) is independently developed by the other party; (iv) is rightfully obtained by the other party from a third party; (v) is disclosed with the written consent of the party whose information it is; or (vi) is disclosed pursuant to Court Order or other legal compulsion.

8.0 TRAINING

8.1 MMI will provide all applications training to Recipients' staff as may reasonably be required, and will include Recipients' staff in the contact centre training which is provided. The Recipient shall be responsible for the payment of any costs associated with travel, accommodations, and living costs for training staff of any Recipient if such is required. Where appropriate and feasible, Recipient will book and pay directly for all expenses, including travel expenses, as follows:

9.0 PRICE AND PAYMENTS

9.1 MMI agrees to build and manage the Software on the understanding that there are no initial costs to the Recipient and that all fees for such services will be paid to MMI based on revenues and the minimum fee set out herein. In addition, there will be no separate charges to the Recipient for the project management, account management and industry expertise in the delivery and ongoing management of the service. The Recipient agrees that MMI shall be paid fees for its services hereunder by way of a transaction fee for every reservation related transaction made on the system as further outlined in 9.2.

MMI will invoice the Recipient within 5 business days for each previous months transaction. Invoices will be payable upon receipt. Past due invoices will incur interest at 2%.

9.2 MMI shall be entitled to the following amounts under this Agreement:

- (a) MMI receive a fee of \$10 for every reservation transaction.
- (b) MMI receive an \$8 transaction fee for any change or cancellation to a booked reservation.
- (c) Any additional development requests after implementation and user acceptance testing will be quoted at the time of request. MMI's basic hourly programming rate is \$150/hr. This rate may change due to market conditions or cost of living increases.
- (d) These fees are exclusive of any applicable taxes.
- (e) <<Additional hardware connectivity to be inserted here if required.>>

10.0 DATA PROVIDED TO RECIPIENT AND TO END USERS

10.1 MMI shall provide to each individual making a reservation through the Software a confirmation number at the time of making the reservation.

10.2 The following data items will be provided at a minimum to the Recipient for each reservation being made:

- (i) Reservation Date;
- (ii) Property Name
- (iii) Property Location
- (ii) Telephone Number of person who made the reservation;
- (iii) Name of person for whom the reservation is made;
- (iv) Address of person for whom the reservation is made;
- (v) Reservation Confirmation Number;
- (vi) Arrival Date and Time;
- (vii) Number of people in party;
- (viii) Room or accommodation type

10.3 MMI will not retain credit card information in its records. Credit Card information will pass through the MMI system and the NPCA payment gateway for processing and approval but will not be retained within the database or the application. Each transaction within the system will require a new input of payment information by the users since payment information will not be retained.

10.4 MMI will retain the information set out in Paragraph 10.2 for the lifetime of the agreement, and this information will be provided to the Recipient upon request.

11.0 PILOT PROJECT

11.1 A pilot is not anticipated for this program.

12.0 EXCLUSIVITY

12.1 During the term of this Agreement, the Recipient covenants that it will not enter into any arrangement, agreement, joint venture or other relationship concerning, or directly/indirectly participate in any way whatsoever in any other campground reservation systems other than the Software and system covered by this Agreement.

13.0 SUPPORT SERVICES

13.1 MMI agrees to provide Support Services to the Recipient as set out below and/or by Schedule. In particular, MMI will provide:

- (a) A toll free help support line, for support in using the administration interface and for requesting reports from the interface;
- (b) An account manager contact and the telephone number and direct extension number for that contact, to deal with any issues other than technical support. The account manager will be responsible for addressing any service issues with the Web interface or any other support issues. The account manager will be the main day to day operational contact between MMI and the Recipient once the service has been implemented.
- (c) The account manager's mobile telephone number and e-mail coordinates for after hour support and emergency contact.
- (d) The direct telephone coordinates and mobile coordinates for the senior executive responsible for the overall program.

14.0 INDEMNITY

14.1 Each party shall indemnify and hold harmless the other from and against any losses, claims, demands or damages arising out of the operation of the Software,

- (a) as a result of its failure to perform any obligations hereunder, and
- (b) as a result of its negligent acts or omissions or those of its employees, servants or agents.

The liability of MMI under this paragraph is limited to the correction of any error or malfunction and shall not include liability for loss of data and in no event shall MMI be liable for indirect or consequential damages, including economic or business loss, or punitive, exemplary or aggravated damages. The Recipient shall not be liable for indirect or consequential damages, including economic or business loss, or punitive, exemplary or aggravated damages.

15.0 MANDATORY BEST PRACTICES

15.1 The following best practices pertaining to data security must be followed by all parties unless both parties consent:

- (a) Perform a risk assessment for the application database and data elements to determine a level of security required.
- (b) Use generic, protected user accounts for direct database access to streamline administration, ensure scalability and protect against non-application data access.
- (c) Implement data security to allow for changes in technology and business needs.
- (d) Handle sensitive data carefully, and, without limiting the generality of the foregoing, will comply at all times with any relevant privacy legislation.
- (e) Record information about users and their connections as they update and delete data. Auditing can determine who updated a record and their connection data.
- (f) Implement transaction logging so recovery of original data is possible and protect the transaction log.
- (g) Implement security scanning and intrusion detection at the database level if possible.
- (h) Ensure data integrity by securing data movement or data transport.
- (i) Protect database servers from hardware failures and physical operating system attacks.
- (j) Protect source code in data access rules, particularly if it contains password information.
- (k) Do not store credit card numbers in the database for non-recurring charges or infrequent recurring charges. Store authorization numbers and destroy credit card numbers after use.
- (l) Protect and encrypt credit card numbers when storing for recurring charges. Store personal verification information independently.
- (m) The Software contains proprietary and confidential information of MMI and as such the Recipient will take the same care to safeguard the Software as it takes to safeguard its own confidential information and this care shall not be any less than would be taken by a reasonable company to safeguard its information.

16.0 TERMINATION

16.1 Failure by MMI or the Recipient to comply with any term or condition of this Agreement shall entitle the other party to give the party in default written notice requiring it to make good the default. If the default complained of has not been cured within [30 (thirty)] days following receipt of this notice or within an alternate agreed upon timeframe between MMI and the recipient, the notifying party shall be entitled, in addition to any other rights it may have under this Agreement or otherwise under law, to terminate this Agreement by giving notice to take effect within 60 days. The right of either party to terminate this Agreement under this Agreement shall not be affected by its failure to take action with respect to any previous default. It is recognized by the parties that the confidentiality of the Software is of great and central importance to the business of MMI. The parties therefore agree that if the Recipient shall breach any term of section 15 of this Agreement, then MMI shall have the right, at its election, to terminate this Agreement forthwith without notice. This Agreement shall terminate immediately and automatically if the Recipient enters or is placed into receivership or if the Recipient is petitioned into bankruptcy or makes a proposal under the Bankruptcy Act for the benefit of its creditors, or ceases to carry on business or is wound up.

16.2 Procedure on Termination

Upon termination of this Agreement whether by expiration of its term or by reason of default of a party, the Recipient shall return the Software and all materials and manuals and any copies of them to MMI and shall certify, under the hand of a duly authorized officer of the Recipient, that the original and all copies of the Software and materials have been given to MMI, all records or copies of the Software in computer memory have been destroyed, and that no copies of any part of the Software, in any form, remain in the possession or control of the Recipient. Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect, including without limitation, the Recipient's continued required to pay MMI all fees due to the termination date.

17.0 DISPUTE RESOLUTION

17.1 Any dispute between the parties of any nature arising out of or in connection with this Agreement shall be subject to resolution pursuant to this article.

17.2 Any such dispute shall first be referred to MMI's Project Director and the Recipient's Project Director, who shall attempt amicably to resolve the dispute. In the event that they are unable to resolve the dispute, it shall be referred to the senior management of the Recipient and MMI, who shall have fifteen (15) business days to attempt to resolve the dispute.

17.3 In the event that the representatives of the parties specified above are unable to resolve the dispute, the Recipient and/or MMI shall deliver a Notice of Dispute within ten (10) business days.

17.4 Where either party has delivered a Notice of Dispute in accordance with paragraph 17.3 above, that party shall submit the dispute for determination within sixty (60) business days of the delivery of that Notice:

- (i) to a Court of competent jurisdiction, if the resolution of the dispute requires the determination of a point of law that does not require the determination of the meaning of the Agreement; or

RECIPIENT: Niagara Peninsula Conservation Authority
250 Thorold Road West, 3rd floor
Welland, Ontario
L3C 3W2
Attention: Darcy Baker, Director, Land Management

22.0 CONSENT TO BREACH NOT WAIVER

22.1 No term or provision of this Agreement is deemed waived and no breach excused, unless the waiver or consent is in writing and signed by the party claiming to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, does not constitute a consent to, waiver of, excuse for, any other different or subsequent breach.

23.0 GOVERNING LAW

23.1 This Agreement is governed by and construed in accordance with the applicable laws of the Province of Ontario and the federal laws of Canada and is treated in all respects as an Ontario contract.

24.0 SEVERABILITY

24.1 If any provision of this Agreement is held to be invalid, illegal or unenforceable, all other provisions will nevertheless continue in full force and effect.

25.0 ENTIRE AGREEMENT

25.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written, unless they are expressly incorporated by additional reference in the Agreement.

26.0 AMENDMENTS

26.1 No amendments or modifications of this Agreement shall be made or deemed to have been made unless in writing and executed by the parties to this Agreement. All amendments or modifications shall be adhered to and have the same force as if they had originally formed part of this Agreement. Notwithstanding the foregoing, all amendments to this Agreement must be approved in writing by the Recipient.

27.0 HEADINGS

27.1 The headings contained in this Agreement are for convenience of reference only and shall not affect the interpretation and meaning of this Agreement.

28.0 AGREEMENT IN ENGLISH

28.1 The parties have requested that this Agreement and all documents contemplated by this Agreement be drawn up in English. Les parties aux présentes ont exigé que cette entente et tous autres documents envisagés par les présentes soient rédigé en anglais.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the date and year first above written.

Per: MEDIAMIX INTERACTIVE INC.

(Signature)

(Name)

(Title)

(Date)

Per NIAGARA PENINSULA
CONSERVATION AUTHORITY

(Signature)

(Name)

(Title)

(Date)

Appendix "A"

Performance Standards

MMI will adhere to the following performance standards under this agreement:

Standard	Performance Standard	Penalty
Blockage	Less than 5% of all trunks busy over a calendar month will receive a busy signal.	Due to the shared nature of incoming calls, we cannot calculate a penalty but will report months that had any blockage.
Hold time-in-queue	No more than 10% of callers held in queue more than 10 minutes excluding IVR time as measured at the Call Center phone switch and measured over a calendar month.	MMI will pay \$1.25 for each call over the standard.
Call Center computer or phone (ACD) system downtime, affecting capability to complete reservations	No more than a total of 2 hours per calendar month where reservations cannot be completed.	\$50 per hour for every hour over the standard.
Reservation Website downtime	No more than a total of 8 hours during a calendar month Mutually agreed upon times for scheduled maintenance are excluded from this above timing standard. Downtime on the Internet infrastructure outside the control of MMI is excluded.	\$50 per hour for every hour over the standard.
Reservation double booking	No reservations double booking of any facility during a calendar month. This includes more than one reservation for a specific facility with overlapping stays, whether or not the reservations were made at the Call Center, on the Internet site, at the park, or as walk-in(s) at the park. This standard only applies to bookings made using the MMI System and not detected & rectified prior to arrival at park.	Refund all fees to customers affected and refund the same amount to the NPCA. (In practice this is double the camping / transaction fees issued as a credit to the NPCA).
Missing reservation	No missing reservation during a calendar month. This includes any reservation that could not be found in the in-park system at least by arrival day and can be substantiated by evidence, such as a confirmation notice or reservation number.	Refund all fees to customers affected and refund the same amount to the NPCA. (In practice this is double the camping / transaction fees issued as a credit to the NPCA).
Reservation quality	Documented and verified agent /software errors of omission, misinformation,	\$25 per error over the standard or lost revenue

	inappropriate reservations, and data entry no more than 2 per 500 reservations each calendar month. Verification will be through investigation of customer complaints and/or specific discovery during periodic monitoring efforts. Does not apply to transactions at park level.	whichever is less.
Support Response time.	Call answered immediately or call returned within 4 hours (of resumption of service hours) to acknowledge problem, with MMI Support Ticket Number.	\$25 per call not meeting standard.
Support Resolution time for Tier 1 trouble tickets reported to the help desk.	Resolution or ticket escalation to Tier 2 support within 24 hours. MMI will not be responsible for delays due to waiting for other parties such as parks staff, NPCA office staff, etc to help resolve Tier 1 tickets.	\$50 per incident not meeting standard
Support Resolution time for escalated Tier 2 trouble tickets.	Resolution or ticket escalation to Tier 3 support within 72 hours. MMI will not be responsible for delays due to waiting for other parties such as parks staff, NPCA office staff, etc to help resolve Tier 1 tickets.	\$150 per incident not meeting standard