

**FULL AUTHORITY MEETING**  
**Wednesday July 17, 2013; 7:00 PM**  
**250 Thorold Road, 3<sup>rd</sup> Floor; Welland, ON**

## **A G E N D A**

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- **ROLL CALL**
- **DECLARATION OF CONFLICT OF INTEREST**
- **BUSINESS:**
  - (1) Draft Meeting Minutes – Full Authority Meeting – June 19, 2013
  - (2) Business Arising From Minutes
  - (3) Chairman's Remarks
  - (4) CAO's Remarks
  - (5) Article – David Suzuki on Flooding and correspondence  
(No report – for information purposes)
  - (6) 2014 Budget Schedule and Budget Review Committee Report ----- **Report No. 63-13**
    - NPCA Levy apportionment data 2013 (attached)
  - (7) Budget Status Report for period ending June 30, 2013----- **Report No. 64-13**
    - Budget Summary Jun 30, 2013 (attached)
  - (8) Climate Action Niagara Funding Request ----- **Report No. 65-13**
    - Attachments
  - (9) Wainfleet Drainage Committee Funding Request ----- **Report No. 66-13**
    - Township of Wainfleet Correspondence (attached)
  - (10) Agreements – 3 in total for approval prior to execution ----- **Report No. 67-13**
    - 3 agreements (attached)
  - (11) Terms of Reference – Planning and Regulation Policy Update ----- **Report No. 68-13**
    - Draft Terms of Reference (attached)
    - Copy of Report 20-13 (attached)
  - (12) DSBN Agreement for Woodend Project ----- **Report No. 69-13**
    - Woodend Lease (attached)
    - Schedule A (attached)
    - Lease renewal agreement (attached)

- (13) Consultant Selection – Binbrook Master Plan (*No report –to be tabled*)
- (14) PFOS Report – Binbrook Conservation Area ----- **Report No. 70-13**
  - *Catch article (attached)*
- (15) Ball’s Falls Heritage Advisory Committee Member appointment ----- **Report No. 71-13**
- (16) Watershed Report Card Follow-up ----- **Report No. 72-13**
- (17) Project Status Report ----- **Report No. 73-13**
  - *Water Management*
  - *Watershed Stewardship*
  - *Land Management Development*
  - *Community Relations*
- (18) Other Business
- (19) **In-Camera**
  - (a) Tree By-law Status Report ----- **Report No. CR-74-13**
    - *Communications Summary (attached)*
  - (b) Regulations Status - Violations Summary attached
  - (c) Personnel Matter ----- **Report No. CR-75-13**

■ **ADJOURNMENT**

July 10, 2013

# THE HUFFINGTON POST

 CANADA

## The Best Way to Stop the Floods

Posted: 07/03/2013 12:22 pm

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News of the devastating floods in Alberta hit Canadians hard. We've all been moved by extraordinary stories of first responders and neighbours stepping in to help and give selflessly at a time of great need. As people begin to pick up their lives, and talk turns to what Calgary and other communities can do to rebuild, safeguarding our irreplaceable, most precious flood-protection assets should be given top priority.

The severe floods in Alberta used to be referred to as "once in a generation" or "once in a century." As recent floods in Europe and India are added to the list, that's scaled up to "once in a decade." Scientists and insurance executives alike predict extreme weather events will increase in intensity and frequency. Climate change is already having a dramatic impact on our planet. Communities around the world, like those in Alberta, are rallying to prepare.

While calls are mounting for the need to rebuild and strengthen infrastructure such as dikes, storm-water management systems and stream-channel diversion projects, we've overlooked one of our best climate change-fighting tools: nature. By protecting nature, we protect ourselves, our communities and our families.

The business case for maintaining and restoring nature's ecosystems is stronger than ever. Wetlands, forests, flood plains and other natural systems absorb and store water and reduce the risk of floods and storms, usually more efficiently and cost-effectively than built infrastructure. Wetlands help control floods by storing large amounts of water during heavy rains -- something paved city surfaces just don't do.

A study of the Upper Mississippi and Missouri Basins showed wetland restoration would have provided enough flood water storage to accommodate excess river flows associated with flooding in the U.S. Midwest in 1993. Research done for the City of Calgary more than 30 years ago made similar suggestions about the value of protecting flood plains from overdevelopment. When wetlands are destroyed, the probability of a heavy rainfall causing flooding increases significantly. Yet we're losing wetlands around the world at a rate estimated at between one and three per cent a year.

By failing to work with nature in building our cities, we've disrupted hydrological cycles and the valuable services they provide. The readily available benefits of intact ecosystems must be replaced by man-made infrastructure that can fail and is costly to build, maintain and replace.

Protecting and restoring rich forests, flood plains and wetlands near our urban areas is critical to reduce carbon emissions and protect against the effects of climate change. Nature effectively sequesters and stores carbon, helping to reduce greenhouse gas emissions. It also regulates water. Forested basins, for example, have greater capacity to absorb water than clear-cut areas where higher peak stream flows, flooding, erosion and landslides are common.

How can we protect ecosystems rather than seeing conservation as an impediment to economic growth? The answer is to recognize their real value. The David Suzuki Foundation has evaluated some of Canada's natural assets. This approach calculates the economic contribution of natural services, such as flood protection and climate regulation, and adds that to our balance sheets. Because traditional economic calculations ignore these benefits and services, decisions often lead to the destruction of the very ecosystems upon which we rely. Unfortunately, we often appreciate the value of an ecosystem only when it's not there to do its job.

Cities around North America are discovering that maintaining ecosystems can save money, protect the environment and create healthier communities. A study of the Bowker Creek watershed on southern Vancouver Island showed that by incorporating rain gardens, green roofs and other green infrastructure, peak flows projected for 2080 from increased precipitation due to climate change could be reduced by 95 per cent. Opting to protect and restore watersheds in the 1990s rather than building costly filtration systems has saved New York City billions of dollars.

Intact ecosystems are vital in facing the climate change challenges ahead. They also give us health and quality-of-life benefits. Responsible decision-making needs to consider incentives for protecting and restoring nature, and disincentives for degrading it.

As Alberta rebuilds and people begin to heal from the flood's devastation, it's time to have a discussion about adding natural capital to the equation.

*Written with contributions from David Suzuki Foundation Communications Specialist Theresa Beer.*

## D'Amario, Tony

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**From:** Gerry Beneteau <bigben@cogeco.ca>  
**Sent:** Sunday, June 30, 2013 12:22 PM  
**To:** D'Amario, Tony  
**Subject:** 10th anniversary!

Dear Tony,

The year 2013 marks a milestone for Friends of One Mile Creek as it is the 10th anniversary of the relationship between FOMC and NPCA.

FOMC members would like to make you and the NPCA board aware of how the Watershed Stewardship Program staff has helped us accomplish so much, in making the creek and some properties more enjoyable. Would you please distribute this letter to each board member.

Dear Everyone,

It is with such pleasure that I write this letter to you.

The Friends of One Mile Creek 10th anniversary planting made me feel so proud to be associated with NPCA. Each and every one of you showed that with teamwork, dedication and a common goal we can achieve so much. We had the perfect weather to do what has been my longtime personal wish, which is to naturalize the old town dump with trees and wildflowers. Not only will the native plants create beauty for the community but most importantly a natural habitat for our birds, bees and other creatures.

As the day progressed, I felt great joy of seeing this dream come to life, with the support of NPCA and the volunteers.

I went to bed Tuesday night feeling very fortunate to be part of this wonderful group. I thank you all for making me feel at total peace, which I have not felt in a long time. My appreciation of nature has grown since my association with NPCA staff.

On behalf of FOMC, together with Klara Young-Chin, I would like to extend my deepest gratitude for all your support in the last decade.

Please continue the fine work!

Sincerely,

Gerry Beneteau



**TO: The Chairman and Members of the Authority**

**DATE: July 9, 2013**

**SUBJECT: 2014 Budget Schedule - Report No. 63-13**

The preliminary 2014 budget schedule as proposed by the Niagara Region will necessitate the NPCA adopting its preliminary budget at the September 18<sup>th</sup> Board meeting. Traditionally, the Conservation Authority has formed a Budget Review Committee consisting of the Chairman, Vice-Chairman and a minimum of 3 additional Board members to consider a preliminary budget for the concurrence of the Full Board. The following schedule is proposed to meet the above deadline.

July 17<sup>th</sup> Board Meeting: Establish Ad Hoc Budget Review Committee. Preliminary discussion to discuss guidance, challenges and direction.

Week of August 26<sup>th</sup>: Budget Review Committee 1<sup>st</sup> meeting to consider staff report and preliminary budget.

Week of September 3<sup>rd</sup>: Budget Review Committee 2<sup>nd</sup> meeting to review the preliminary budget and develop a recommendation for the Board's consideration.

September 18<sup>th</sup>, 2013: Full Board to consider and approve the 2013 Preliminary Budget for formal submission to the member municipalities.

## **GUIDANCE**

At the time of preparing this report, the Niagara Region adopted a resolution requesting a limit of increases to 2.7% over 2013. There has been no indication of budget direction or guidance from the Haldimand County or the City of Hamilton at this time.

## **LEVY APPORTIONMENT**

Attached is the levy apportionment formula over the last 3 years. This data is typically presented annually in September (after preliminary budget approval) from the Ministry of Natural Resources and is the basis for the NPCA general levy apportionment to the member municipalities.

The NPCA Board adopted a phased in schedule starting in 2010 regarding a significant adjustment to the assessment amount for Haldimand County. The approved resolution was to pro-rate the increase over a 4 year period to reduce the increase for Haldimand to manageable levels. 2013 reflected the fourth and final year of implementing this process and as such, the Haldimand levy is now consistent with the apportionment schedule.

It should be noted that the levy apportionment is reflective of general levy and operations for NPCA programs considered to benefit all municipalities in the watershed. Where NPCA programs specifically benefit one municipality, a special levy is assessed to that municipality (examples: Tree-By-law assessed to Niagara Region only, capital works in Conservation Areas of Hamilton or Niagara assessed separately).

## RECOMMENDATIONS

With the Board's approval, I will prepare the preliminary budget using the following principles:

- The levy for member municipalities will not increase beyond 2.7% over 2013 (exception: Capital Special Levy for Hamilton---see below)
- Although the NPCA is involved in a Strategic Plan at this time, the process has not advance to a stage where budget impacts can be determined. The preliminary 2014 budget will therefore be prepared with the assumption of maintaining current programming. The adoption of the preliminary budget in September will serve to confirm the levy requirements from the member municipalities; however the Board will have opportunity to make revisions up to the time when the final budget is approved early in 2014.
- The NPCA is undertaking a master planning study for the Binbrook Conservation Area and it while the work has not progressed where detailed capital needs have been identified, it is envisioned that there will be an additional special capital levy need for improvements. While a general amount can be considered at this time for budgetary purposes, specific details will be available prior to the yearly (typically February) budget presentation at the City of Hamilton.
- Statistics Canada Consumer Price Index for 2012 was 1.5% (most recent information- see attachment). Over the last 3 years the CPI's were 1.8%, 2.9%, and 1.5% respectively, while over the same period, the NPCA salary grid change was 0%, 0%, and 2.0%. Cumulatively over the last 3 years, the CPI rose 6.32% while the NPCA salaries were adjusted 2.0%. Although it is recognized that the Authority has attempted to follow the spirit of the Public Services Constraint guidelines, I believe the NPCA should continue to make a small adjustment to the salary grid and am therefore recommending an adjustment of 1.5% from 2013 in the 2014 Budget.

## RECOMMENDATION:

**That the Report No. 63-13 regarding the 2014 Budget Schedule and Guidance be received, and;**

**That the Ad Hoc Budget Review Committee be comprised of the Chairman, Vice-Chairman**

\_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

Respectfully Submitted By:



Tony D'Amario, P. Eng. CAO/ Secretary-Treasurer

## Niagara Peninsula Conservation Authority Levy Apportionment Data for 2013

Conservation Authority	Upper Tier	Municipality	% in CA	Municipal Population	Municipal Population in Watershed	2012 Current Value Assessment (CVA) (Modified)	2012 CVA (Modified) in Watershed	CVA Based Apportionment Percentage
Niagara Peninsula	Haldimand-Norfolk Region	Haldimand County	24	39,796	9,551	5,226,658,991.15	1,254,398,158	2.2020
Niagara Peninsula	Hamilton-Wentworth Region	Hamilton C	4	453,020	16,762	61,580,520,578.70	2,278,479,261	3.9998
Niagara Peninsula	Niagara Region	Fort Erie T	100	27,341	27,341	3,701,158,901.40	3,701,158,901	93.7982
Niagara Peninsula	Niagara Region	Grimsby T	100	22,592	22,592	3,349,892,944.00	3,349,892,944	
Niagara Peninsula	Niagara Region	Lincoln T	100	20,456	20,456	2,818,319,239.40	2,818,319,239	
Niagara Peninsula	Niagara Region	Niagara Falls C	100	72,546	72,546	12,910,683,034.10	12,910,683,034	
Niagara Peninsula	Niagara Region	Niagara on the Lake T	100	14,656	14,656	3,628,027,761.10	3,628,027,761	
Niagara Peninsula	Niagara Region	Pelham T	100	16,041	16,041	2,052,569,620.60	2,052,569,621	
Niagara Peninsula	Niagara Region	Port Colborne C	100	17,295	17,295	1,797,054,843.55	1,797,054,844	
Niagara Peninsula	Niagara Region	St. Catharines C	100	117,779	117,779	14,607,477,463.50	14,607,477,464	
Niagara Peninsula	Niagara Region	Thorold C	100	15,662	15,662	2,024,242,783.90	2,024,242,784	
Niagara Peninsula	Niagara Region	Wainfleet Tp	100	6,069	6,069	761,616,375.50	761,616,376	
Niagara Peninsula	Niagara Region	Welland C	100	45,182	45,182	4,413,914,106.50	4,413,914,107	
Niagara Peninsula	Niagara Region	West Lincoln Tp	100	12,678	12,678	1,367,232,569.90	1,367,232,570	
				<b>881,113</b>	<b>414,610</b>		<b>56,965,067,063</b>	<b>100</b>



Conservation Authority	Upper Tier	Municipality	% in CA	Municipal Population	Municipal Population in Watershed	2011 Current Value Assessment (CVA) (Modified)	2011 CVA (Modified) in Watershed	CVA Based Apportionment Percentage
Niagara Peninsula	Haldimand-Norfolk Region	Haldimand County	24	39,857	9,566	5,172,940,460.20	1,241,505,710	2.2050
Niagara Peninsula	Hamilton-Wentworth Region	Hamilton C	4	453,248	16,770	60,901,850,204.55	2,253,368,458	4.0021
Niagara Peninsula	Niagara Region	Fort Erie T	100	27,472	27,472	3,683,487,523.95	3,683,487,524	93.7930
Niagara Peninsula	Niagara Region	Grimsby T	100	22,513	22,513	3,287,926,101.00	3,287,926,101	
Niagara Peninsula	Niagara Region	Lincoln T	100	20,360	20,360	2,773,125,902.00	2,773,125,902	
Niagara Peninsula	Niagara Region	Niagara Falls C	100	72,461	72,461	12,718,417,208.50	12,718,417,209	
Niagara Peninsula	Niagara Region	Niagara on the Lake T	100	14,649	14,649	3,569,963,160.80	3,569,963,161	
Niagara Peninsula	Niagara Region	Pelham T	100	16,394	16,394	2,037,812,775.60	2,037,812,776	
Niagara Peninsula	Niagara Region	Port Colborne C	100	17,309	17,309	1,787,640,439.90	1,787,640,440	
Niagara Peninsula	Niagara Region	St. Catharines C	100	118,938	118,938	14,508,539,548.50	14,508,539,549	
Niagara Peninsula	Niagara Region	Thorold C	100	15,774	15,774	1,980,228,488.90	1,980,228,489	
Niagara Peninsula	Niagara Region	Wainfleet Tp	100	6,181	6,181	756,949,695.50	756,949,696	
Niagara Peninsula	Niagara Region	Welland C	100	45,361	45,361	4,364,358,672.40	4,364,358,672	
Niagara Peninsula	Niagara Region	West Lincoln Tp	100	12,647	12,647	1,341,597,765.00	1,341,597,765	
				<b>883,164</b>	<b>416,395</b>		<b>56,304,921,450</b>	<b>100</b>

Conservation Authority	Upper Tier	Municipality	% in CA	Municipal Population	Municipal Population in Watershed	2008 for 2009 Current Value Assessment (CVA) (Modified)	2008 for 2009 CVA (Modified) in Watershed	CVA Based Apportionment Percentage
Niagara Peninsula	Haldimand-Norfolk Region	Haldimand County	24	41,839	10,041	5,075,622,639	1,218,149,433	2.2159
Niagara Peninsula	Hamilton-Wentworth Region	Hamilton C	4	463,196	17,138	58,817,020,313	2,176,229,752	3.9587
Niagara Peninsula	Niagara Region	Fort Erie T	100	27,877	27,877	3,620,727,975	3,620,727,975	93.8254
Niagara Peninsula	Niagara Region	Grimsby T	100	22,392	22,392	3,163,348,260	3,163,348,260	
Niagara Peninsula	Niagara Region	Lincoln T	100	20,263	20,263	2,679,366,865	2,679,366,865	
Niagara Peninsula	Niagara Region	Niagara Falls C	100	74,773	74,773	12,370,838,090	12,370,838,090	
Niagara Peninsula	Niagara Region	Niagara on the Lake T	100	14,714	14,714	3,423,702,655	3,423,702,655	
Niagara Peninsula	Niagara Region	Pelham T	100	15,790	15,790	1,985,782,231	1,985,782,231	
Niagara Peninsula	Niagara Region	Port Colborne C	100	17,929	17,929	1,787,080,650	1,787,080,650	
Niagara Peninsula	Niagara Region	St. Catharines C	100	122,857	122,857	14,321,427,253	14,321,427,253	
Niagara Peninsula	Niagara Region	Thorold C	100	16,811	16,811	1,900,073,128	1,900,073,128	
Niagara Peninsula	Niagara Region	Wainfleet Tp	100	5,905	5,905	750,007,278	750,007,278	
Niagara Peninsula	Niagara Region	Welland C	100	47,519	47,519	4,291,640,432	4,291,640,432	
Niagara Peninsula	Niagara Region	West Lincoln Tp	100	12,450	12,450	1,285,259,918	1,285,259,918	
				<b>904,315</b>	<b>426,460</b>		<b>54,973,633,919</b>	<b>100</b>

# Statistics Canada

[Home](#) > [Summary tables](#) >

**Related tables:** Consumer price indexes.

## Consumer Price Index, historical summary (1993 to 2012)

	All-items	Change from previous year
	2002=100	%
1993	85.6	1.9
1994	85.7	0.1
1995	87.6	2.2
1996	88.9	1.5
1997	90.4	1.7
1998	91.3	1.0
1999	92.9	1.8
2000	95.4	2.7
2001	97.8	2.5
2002	100.0	2.2
2003	102.8	2.8
2004	104.7	1.8
2005	107.0	2.2
2006	109.1	2.0
2007	111.5	2.2
2008	114.1	2.3
2009	114.4	0.3
2010	116.5	1.8
2011	119.9	2.9
2012	121.7	1.5

**Note:** Annual average indexes are obtained by averaging the indexes for the 12 months of the calendar year.

**Source:** Statistics Canada, CANSIM, table 326-0021 and Catalogue nos. 62-001-X, 62-010-X and 62-557-X.

Last modified: 2013-01-25.

Find information related to this table (CANSIM table(s); Definitions, data sources and methods; *The Daily*; publications; and related Summary tables).

Date modified: 2013-01-25



**TO: The Chairman and Members of the Authority**

**DATE: July 10, 2013**

**SUBJECT: Budget Status Report - Report No. 64-13**

Attached is the budget status report for the period ending June 30, 2013.

The Human Resources expenditures is at 97% of the budget due to training requirements and personnel issues that were discussed in previous reports. I am reviewing additional cost liabilities in this regard and will report on recommended budget adjustments at the September Board meeting.

There are no other significant variances to report at this time.

**RECOMMENDATION:**

**That the Budget Status Report for the period ending June 30, 2013 be received.**

Respectfully Submitted By:

A handwritten signature in black ink, appearing to read "Tony D'Amario".

Tony D'Amario, P. Eng. CAO/ Secretary-Treasurer

**NIAGARA PENINSULA CONSERVATION AUTHORITY  
CURRENT BUDGET SUMMARY  
6 PERIODS ENDED 2013-06-30**

	Current Month	Current YTD	Approved Budget	% of Budget
<b>REVENUES</b> =====				
MNR TRANSFER PAYMENTS	0.00	0.00	174,500.00	0.00
PROVINCIAL GRANTS-MOE	0.00	37,003.87	58,300.00	63.47
PROVINCIAL GRANTS-OTHER	0.00	0.00	20,000.00	0.00
FEDERAL GRANTS	0.00	0.00	41,000.00	0.00
MUNICIPAL LEVY-GENERAL	1,910,114.00	3,820,228.00	2,508,645.00	152.28
LEVY-SPECIAL-NIAGARA	0.00	0.00	3,086,444.00	0.00
LEVY-SPECIAL-HAMILTON	0.00	0.00	120,047.00	0.00
LEVY-SPECIAL-HALDIMAND	0.00	0.00	10,710.00	0.00
LEVY-SPECIAL-OTHER	0.00	0.00	8,300.00	0.00
USER FEES	118,109.40	619,789.30	1,499,395.00	41.34
CONSERVATION FOUNDATION	0.00	0.00	0.00	0.00
ADMINISTRATION FEES	33,130.00	151,075.00	220,000.00	68.67
RESERVE FUNDS	0.00	0.00	90,000.00	0.00
MISCELLANEOUS	16,782.66	97,114.86	361,571.00	26.86
	<b>2,078,136.06</b>	<b>4,725,211.03</b>	<b>8,198,912.00</b>	<b>57.63</b>

**EXPENDITURES**  
=====

CORPORATE SERVICES	87,514.25	548,489.86	1,292,425.00	42.44
RESOURCE INV. & ENV. MONITORING	30,198.15	171,026.07	496,877.00	34.42
FLOOD PROTECTION SERVICES	39,115.40	234,314.26	485,340.00	48.28
ENVIRONMENTAL ADVISORY SERVICES	38,206.66	239,465.81	499,189.00	47.97
CONSERVATION LAND MANAGEMENT	345,108.58	1,713,347.91	2,779,943.00	61.63
CONSERVATION LAND PROGRAMMING	200,242.96	871,963.75	2,438,941.00	35.75
VEHICLES & EQUIPMENT	8,617.90	100,473.43	191,940.00	52.35
	<b>749,003.90</b>	<b>3,879,081.09</b>	<b>8,184,655.00</b>	<b>47.39</b>

**NIAGARA PENINSULA CONSERVATION AUTHORITY  
CORPORATE SERVICES - CURRENT  
6 PERIODS ENDED 2013-06-30**

	Current Month	Current YTD	Approved Budget	% of Budget
<b>REVENUES</b> =====				
MNR TRANSFER PAYMENTS	0.00	0.00	0.00	0.00
PROVINCIAL GRANTS-OTHER	0.00	0.00	0.00	0.00
MUNICIPAL LEVY-GENERAL	1,910,114.00	3,820,228.00	1,188,324.00	321.48
LEVY-SPECIAL-NIAGARA	0.00	0.00	24,101.00	0.00
INTEREST INCOME	3,776.56	21,071.12	50,000.00	42.14
MISCELLANEOUS	117.00	9,292.45	30,000.00	30.97
RESERVE FUNDS	0.00	0.00	0.00	0.00
CONSERVATION FOUNDATION	0.00	0.00	0.00	0.00
	<b>1,914,007.56</b>	<b>3,850,591.57</b>	<b>1,292,425.00</b>	<b>297.94</b>
<b>EXPENDITURES</b> =====				
CORPORATE MANAGEMENT	32,259.23	156,786.34	312,700.00	50.14
OFFICE SERVICES	15,622.34	150,712.56	373,100.00	40.39
FINANCIAL SERVICES	13,294.52	83,865.09	202,300.00	41.46
HUMAN RESOURCES	4,117.14	32,663.92	33,500.00	97.50
INFORMATION TECHNOLOGY	0.00	29,312.35	133,601.00	21.94
CORPORATE COMMUNICATIONS	22,221.02	95,149.60	237,224.00	40.11
CORPORATE FUNDRAISING	0.00	0.00	0.00	0.00
	<b>87,514.25</b>	<b>548,489.86</b>	<b>1,292,425.00</b>	<b>42.44</b>

**NIAGARA PENINSULA CONSERVATION AUTHORITY  
RESOURCE INVENTORY & ENVIRONMENTAL MONITORING - CURRENT  
6 PERIODS ENDED 2013-06-30**

	Current Month	Current YTD	Approved Budget	% of Budget
<b>REVENUES</b> =====				
MNR TRANSFER PAYMENTS	0.00	0.00	0.00	0.00
PROVINCIAL GRANTS-MOE	0.00	37,003.87	58,300.00	63.47
PROVINCIAL GRANTS-OTHER	0.00	0.00	0.00	0.00
FEDERAL GRANTS	0.00	0.00	41,000.00	0.00
MUNICIPAL LEVY-GENERAL	0.00	0.00	315,377.00	0.00
LEVY-SPECIAL-NIAGARA	0.00	0.00	0.00	0.00
LEVY-SPECIAL-HAMILTON	0.00	0.00	0.00	0.00
LEVY-SPECIAL-HALDIMAND	0.00	0.00	0.00	0.00
LEVY-SPECIAL-OTHER	0.00	0.00	0.00	0.00
CONSERVATION FOUNDATION	0.00	0.00	0.00	0.00
RESERVE FUNDS	0.00	0.00	0.00	0.00
MISCELLANEOUS	9,000.00	49,985.34	82,200.00	60.81
	<b>9,000.00</b>	<b>86,989.21</b>	<b>496,877.00</b>	<b>17.51</b>
<b>EXPENDITURES</b> =====				
NIAGARA R. REMEDIAL ACTION PLAN	6,560.79	48,350.71	99,300.00	48.69
GLANBROOK LANDFILL MONITORING	667.04	4,644.85	10,000.00	46.45
JOHN C. MUNROE AIRPORT MONITORING	106.30	975.94	2,200.00	44.36
DRAIN CLASSIFICATION	50.50	311.40	0.00	0.00
W/S WATER QUALITY MONITORING	13,826.06	84,541.68	205,377.00	41.16
NIAGARA CHILDREN'S WATER FESTIVAL	8,987.46	32,201.49	140,000.00	23.00
WATERSHED REPORT CARD	0.00	0.00	40,000.00	0.00
	<b>30,198.15</b>	<b>171,026.07</b>	<b>496,877.00</b>	<b>34.42</b>

**NIAGARA PENINSULA CONSERVATION AUTHORITY  
FLOOD PROTECTION SERVICES - CURRENT  
6 PERIODS ENDED 2013-06-30**

	Current Month	Current YTD	Approved Budget	% of Budget
<b>REVENUES</b> =====				
MNR TRANSFER PAYMENTS	0.00	0.00	115,700.00	0.00
PROVINCIAL GRANTS-OTHER	0.00	0.00	0.00	0.00
FEDERAL GRANTS	0.00	0.00	0.00	0.00
MUNICIPAL LEVY-GENERAL	0.00	0.00	261,340.00	0.00
LEVY-SPECIAL-NIAGARA	0.00	0.00	0.00	0.00
LEVY-SPECIAL-HAMILTON	0.00	0.00	0.00	0.00
LEVY-SPECIAL-HALDIMAND	0.00	0.00	0.00	0.00
LEVY-SPECIAL-OTHER	0.00	0.00	8,300.00	0.00
CONSERVATION FOUNDATION	0.00	0.00	0.00	0.00
ADMINISTRATION FEES	11,145.00	63,510.00	100,000.00	63.51
RESERVE FUNDS	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00
	<b>11,145.00</b>	<b>63,510.00</b>	<b>485,340.00</b>	<b>13.09</b>
<b>EXPENDITURES</b> =====				
FLOOD FORECASTING AND WARNING	14,609.68	91,589.90	155,770.00	58.80
FLOOD CONTROL STRUCTURES	7,665.92	33,096.68	85,932.00	38.51
FLOODPLAIN REGULATIONS	16,839.80	109,627.68	243,638.00	45.00
	<b>39,115.40</b>	<b>234,314.26</b>	<b>485,340.00</b>	<b>48.28</b>



**NIAGARA PENINSULA CONSERVATION AUTHORITY  
ENVIRONMENTAL ADVISORY SERVICES - CURRENT  
6 PERIODS ENDED 2013-06-30**

	<u>Current Month</u>	<u>Current YTD</u>	<u>Approved Budget</u>	<u>% of Budget</u>
<b>REVENUES</b> =====				
MNR TRANSFER PAYMENTS	0.00	0.00	58,800.00	0.00
MUNICIPAL LEVY-GENERAL	0.00	0.00	320,389.00	0.00
CONSERVATION FOUNDATION	0.00	0.00	0.00	0.00
ADMINISTRATION FEES	21,985.00	87,565.00	120,000.00	72.97
RESERVE FUNDS	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00
	<b>21,985.00</b>	<b>87,565.00</b>	<b>499,189.00</b>	<b>17.54</b>
<b>EXPENDITURES</b> =====				
MUNICIPAL PLAN INPUT & REVIEW	27,854.09	175,510.09	359,628.00	48.80
DEVELOPMENT PLAN INPUT & REVIEW	10,352.57	63,955.72	139,561.00	45.83
	<b>38,206.66</b>	<b>239,465.81</b>	<b>499,189.00</b>	<b>47.97</b>

**NIAGARA PENINSULA CONSERVATION AUTHORITY  
CONSERVATION LAND MANAGEMENT - CURRENT  
6 PERIODS ENDED 2013-06-30**

	Current Month	Current YTD	Approved Budget	% of Budget
<b>REVENUES</b> =====				
PROVINCIAL GRANTS-OTHER	0.00	0.00	0.00	0.00
MUNICIPAL LEVY-GENERAL	0.00	0.00	322,275.00	0.00
LEVY-SPECIAL-NIAGARA	0.00	0.00	2,429,743.00	0.00
CONSERVATION FOUNDATION	0.00	0.00	0.00	0.00
BUILDING/LAND RENTAL	725.00	4,350.00	8,425.00	51.63
RESERVE FUNDS	0.00	0.00	0.00	0.00
MISCELLANEOUS	3,889.10	10,792.50	19,500.00	55.35
	<b>4,614.10</b>	<b>15,142.50</b>	<b>2,779,943.00</b>	<b>0.54</b>
<b>EXPENDITURES</b> =====				
OPERATIONS	337,606.68	1,663,806.63	2,579,943.00	64.49
LAND STEWARDSHIP-AUTHORITY LANDS	0.00	0.00	0.00	0.00
FOREST MANAGEMENT-AUTHORITY LANDS	0.00	0.00	0.00	0.00
TREE CONSERVATION BY-LAW - NIAGARA	7,501.90	49,541.28	200,000.00	24.77
	<b>345,108.58</b>	<b>1,713,347.91</b>	<b>2,779,943.00</b>	<b>61.63</b>

**NIAGARA PENINSULA CONSERVATION AUTHORITY  
CONSERVATION LAND PROGRAMMING - CURRENT  
6 PERIODS ENDED 2013-06-30**

	Current Month	Current YTD	Approved Budget	% of Budget
<b>REVENUES</b>				
=====				
PROVINCIAL GRANTS-OTHER	0.00	0.00	20,000.00	0.00
MUNICIPAL LEVY-GENERAL	0.00	0.00	0.00	0.00
LEVY-SPECIAL-NIAGARA	0.00	0.00	632,600.00	0.00
LEVY-SPECIAL-HAMILTON	0.00	0.00	120,047.00	0.00
LEVY-SPECIAL-HALDIMAND	0.00	0.00	10,710.00	0.00
MISCELLANEOUS	0.00	0.00	178,871.00	0.00
RESERVE FUNDS	0.00	0.00	0.00	0.00
USER FEES	117,384.40	615,439.30	1,490,970.00	41.28
	<b>117,384.40</b>	<b>615,439.30</b>	<b>2,453,198.00</b>	<b>25.09</b>
<b>EXPENDITURES</b>				
=====				
BALL'S FALLS	68,017.92	376,723.22	959,095.00	39.28
BINBROOK	36,331.42	146,743.80	343,100.00	42.77
CHIPPAWA CREEK	28,927.94	108,016.41	306,150.00	35.28
LONG BEACH	34,553.16	115,341.92	336,840.00	34.24
BAIRD ESTATE	1,435.50	2,768.43	2,415.00	114.63
BEAMER MEMORIAL	807.59	9,977.83	21,450.00	46.52
BINBROOK TRACT	95.46	199.00	14,115.00	1.41
CAVE SPRINGS	319.72	1,483.99	12,525.00	11.85
COMFORT MAPLE	1,959.00	1,959.00	7,310.00	26.80
ELM STREET PROJECT	2,415.99	6,036.23	17,246.00	35.00
E.C.BROWN	236.47	2,770.65	13,215.00	20.97
GAINSBOROUGH	1,949.49	24,205.77	51,915.00	46.63
HEDLEY FOREST	0.00	366.63	3,010.00	12.18
HUMBERSTONE MARSH	0.00	310.55	3,210.00	9.67
JORDAN HARBOUR	111.88	349.18	5,625.00	6.21
LOUTH	236.47	1,255.15	1,560.00	80.46
MORGAN'S POINT	889.68	5,195.03	21,125.00	24.59
MOUNTAINVIEW	308.41	1,265.43	8,915.00	14.19
MUD LAKE	11.16	2,129.91	14,315.00	14.88
OSWEGO CREEK	0.00	24.73	3,350.00	0.74
PORT DAVIDSON	0.00	15.05	1,710.00	0.88
ROCKWAY	20.35	867.33	5,710.00	15.19
RUIGROK TRACT	0.00	35.53	4,350.00	0.82
STATION ROAD PROJECT	941.63	2,089.74	7,014.00	29.79
STEVENSVILLE	3,776.53	5,402.76	14,745.00	36.64
ST.JOHN'S	1,365.99	14,184.07	22,930.00	61.86
TWO MILE CREEK	0.00	1,854.02	5,160.00	35.93
VIRGIL	1,224.59	3,977.81	16,210.00	24.54
WAINFLEET BOG	340.81	2,047.98	10,510.00	19.49
THE GORD HARRY CONSERVATION TRAIL	4,785.70	7,695.92	11,460.00	67.15
WAINFLEET WETLANDS	1,437.48	3,263.43	13,410.00	24.34
WAINFLEET ACCESS POINT PROJECT	2,118.34	4,052.99	11,811.00	34.32
WILLOUGHBY MARSH	168.00	793.68	1,310.00	60.59
WOOLVERTON	0.00	7.79	1,210.00	0.64
GLENRIDGE QUARRY PROJECT	4,128.67	9,900.08	142,800.00	6.93
WOODEND	1,327.61	8,652.71	22,115.00	39.13
	<b>200,242.96</b>	<b>871,963.75</b>	<b>2,438,941.00</b>	<b>35.75</b>

**NIAGARA PENINSULA CONSERVATION AUTHORITY  
VEHICLES AND EQUIPMENT - CURRENT  
6 PERIODS ENDED 2013-06-30**

	Current Month	Current YTD	Approved Budget	% of Budget
<b>REVENUES</b> =====				
MUNICIPAL LEVY-GENERAL	0.00	0.00	100,940.00	0.00
VEHICLE/EQUIPMENT SALES	0.00	5,973.45	1,000.00	597.35
RESERVE FUNDS	0.00	0.00	90,000.00	0.00
	<b>0.00</b>	<b>5,973.45</b>	<b>191,940.00</b>	<b>3.11</b>
<b>EXPENDITURES</b> =====				
WAGES	1,811.21	7,329.63	27,000.00	27.15
INSURANCE & LICENSES	0.00	49.94	11,340.00	0.44
GAS/OIL	4,106.65	16,153.00	41,200.00	39.21
PURCHASES	0.00	63,459.10	90,000.00	70.51
MAINTENANCE	2,615.91	12,697.44	19,800.00	64.13
TOOLS & SUPPLIES	84.13	784.32	2,600.00	30.17
	<b>8,617.90</b>	<b>100,473.43</b>	<b>191,940.00</b>	<b>52.35</b>

**NIAGARA PENINSULA CONSERVATION AUTHORITY  
CAPITAL BUDGET SUMMARY  
6 PERIODS ENDED 2013-06-30**

	Current Month	Current YTD	Approved Budget	% of Budget
<b>REVENUES</b> =====				
MNR TRANSFER PAYMENTS	0.00	0.00	0.00	0.00
PROVINCIAL GRANTS-MOE	0.00	1,394.00	0.00	0.00
PROVINCIAL GRANTS-OTHER	0.00	448,746.29	295,487.00	151.87
FEDERAL GRANTS	0.00	81,404.34	181,000.00	44.97
MUNICIPAL LEVY-GENERAL	0.00	0.00	645,205.00	0.00
LEVY-SPECIAL-NIAGARA	0.00	0.00	1,002,195.00	0.00
LEVY-SPECIAL-HAMILTON	0.00	0.00	267,210.00	0.00
LEVY-SPECIAL-HALDIMAND	0.00	0.00	0.00	0.00
LEVY-SPECIAL-OTHER	0.00	0.00	0.00	0.00
CAPITAL RESERVE-NIAGARA	0.00	0.00	600,000.00	0.00
CONSERVATION FOUNDATION	0.00	0.00	51,000.00	0.00
RESERVE FUNDS	0.00	0.00	459,300.00	0.00
MISCELLANEOUS	51,342.86	107,279.86	281,311.00	38.14
	<b>51,342.86</b>	<b>638,824.49</b>	<b>3,782,708.00</b>	<b>16.89</b>

**EXPENDITURES**  
=====

WATERSHED STUDIES	24,322.31	154,074.07	265,487.00	58.03
RESOURCE INV. & ENV. MONITORING	84,816.30	648,293.11	1,657,335.00	39.12
FLOOD PROTECTION SERVICES	18,555.04	99,171.12	358,386.00	27.67
CONSERVATION LAND DEVELOPMENT	36,536.76	169,162.90	1,501,500.00	11.27
	<b>164,230.41</b>	<b>1,070,701.20</b>	<b>3,782,708.00</b>	<b>28.31</b>

**NIAGARA PENINSULA CONSERVATION AUTHORITY  
WATERSHED STUDIES - CAPITAL  
6 PERIODS ENDED 2013-06-30**

	Current Month	Current YTD	Approved Budget	% of Budget
<b>REVENUES</b> =====				
MNR TRANSFER PAYMENTS	0.00	0.00	0.00	0.00
PROVINCIAL GRANTS-MOE	0.00	0.00	0.00	0.00
PROVINCIAL GRANTS-OTHER	0.00	440,325.04	265,487.00	165.86
FEDERAL GRANTS	0.00	0.00	0.00	0.00
MUNICIPAL LEVY-GENERAL	0.00	0.00	0.00	0.00
LEVY-SPECIAL-NIAGARA	0.00	0.00	0.00	0.00
LEVY-SPECIAL-HAMILTON	0.00	0.00	0.00	0.00
LEVY-SPECIAL-HALDIMAND	0.00	0.00	0.00	0.00
LEVY-SPECIAL-OTHER	0.00	0.00	0.00	0.00
CAPITAL RESERVE-NIAGARA	0.00	0.00	0.00	0.00
CONSERVATION FOUNDATION	0.00	0.00	0.00	0.00
RESERVE FUNDS	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00
	<b>0.00</b>	<b>440,325.04</b>	<b>265,487.00</b>	<b>165.86</b>
<b>EXPENDITURES</b> =====				
SOURCE PROTECTION PLANS	24,296.23	153,157.59	265,487.00	57.69
SOURCE PROTECTION-TECHNICAL STUDIES	0.00	0.00	0.00	0.00
STORMWATER MGMT. POLICY STUDY	0.00	0.00	0.00	0.00
UPPER WELAND RIVER W/S PLAN	0.00	385.57	0.00	0.00
CENTRAL WELAND RIVER W/S PLAN	0.00	0.00	0.00	0.00
LOWER WELAND RIVER W/S PLAN	0.00	0.00	0.00	0.00
LAKE ERIE NORTHSHORE W/S PLAN	0.00	0.00	0.00	0.00
BEAVERDAMS/SHRINER'S CREEK W/S PLAN	26.08	530.91	0.00	0.00
	<b>24,322.31</b>	<b>154,074.07</b>	<b>265,487.00</b>	<b>58.03</b>

**NIAGARA PENINSULA CONSERVATION AUTHORITY  
RESOURCE INVENTORY & ENVIRONMENTAL MONITORING - CAPITAL  
6 PERIODS ENDED 2013-06-30**

	Current Month	Current YTD	Approved Budget	% of Budget
<b>REVENUES</b>				
=====				
MNR TRANSFER PAYMENTS	0.00	0.00	0.00	0.00
PROVINCIAL GRANTS-MOE	0.00	1,394.00	0.00	0.00
PROVINCIAL GRANTS-OTHER	0.00	0.00	0.00	0.00
FEDERAL GRANTS	0.00	81,404.34	181,000.00	44.97
MUNICIPAL LEVY-GENERAL	0.00	0.00	416,819.00	0.00
LEVY-SPECIAL-NIAGARA	0.00	0.00	428,995.00	0.00
LEVY-SPECIAL-HAMILTON	0.00	0.00	57,210.00	0.00
LEVY-SPECIAL-HALDIMAND	0.00	0.00	0.00	0.00
LEVY-SPECIAL-OTHER	0.00	0.00	0.00	0.00
CAPITAL RESERVE-NIAGARA	0.00	0.00	292,000.00	0.00
CONSERVATION FOUNDATION	0.00	0.00	0.00	0.00
RESERVE FUNDS	0.00	0.00	0.00	0.00
MISCELLANEOUS	50,722.86	97,559.86	281,311.00	34.68
	<b>50,722.86</b>	<b>180,358.20</b>	<b>1,657,335.00</b>	<b>10.88</b>
<b>EXPENDITURES</b>				
=====				
WELLAND R. WATERSHED RESTORATION				
STEWARDSHIP	5,172.94	32,190.54	65,161.00	49.40
WATERSHED GIS	2,603.19	53,633.53	86,798.00	61.79
AOC WATER QUALITY MONITORING	0.00	5,081.31	0.00	0.00
AGRICULTURAL STEWARDSHIP	11,711.12	91,868.37	224,560.00	40.91
E.C.BROWN WETLAND PROJECT	2,281.05	3,032.57	0.00	0.00
OPG PROJECTS	7,635.02	63,484.39	244,311.00	25.99
MISCELLANEOUS PROJECTS	832.38	4,994.61	21,800.00	22.91
sub-total	30,235.70	254,285.32	642,630.00	39.57
12 MILE CK WATERSHED RESTORATION				
STEWARDSHIP	5,247.26	32,491.32	63,000.00	51.57
PROJECTS	3,634.88	31,399.79	129,000.00	24.34
PCB BIODIVERSITY	0.00	0.00	0.00	0.00
sub-total	8,882.14	63,891.11	192,000.00	33.28
WATERSHED GENERAL RESTORATION	17,878.06	189,157.12	236,500.00	79.98
WATERSHED WELL DE-COMMISSIONING	2,000.00	3,602.72	25,000.00	14.41
20 MILE CREEK RESTORATION	7,819.16	48,674.90	158,920.00	30.63
FORT ERIE CREEKS RESTORATION	2,875.47	17,712.06	97,743.00	18.12
N-O-T-L CREEKS RESTORATION	3,035.33	31,024.03	176,342.00	17.59
15,16,18 MILE CREEKS RESTORATION	12,090.44	39,945.85	128,200.00	31.16
LYON'S CREEK SEDIMENT REMEDIATION	0.00	0.00	0.00	0.00
NATURAL HERITAGE AREAS INVENTORY	0.00	0.00	0.00	0.00
DRINKING WATER STEWARDSHIP	0.00	0.00	0.00	0.00
	<b>84,816.30</b>	<b>648,293.11</b>	<b>1,657,335.00</b>	<b>39.12</b>

**NIAGARA PENINSULA CONSERVATION AUTHORITY  
FLOOD PROTECTION SERVICES - CAPITAL  
6 PERIODS ENDED 2013-06-30**

	Current Month	Current YTD	Approved Budget	% of Budget
<b>REVENUES</b> =====				
MNR TRANSFER PAYMENTS	0.00	0.00	0.00	0.00
PROVINCIAL GRANTS-MOE	0.00	0.00	0.00	0.00
PROVINCIAL GRANTS-OTHER	0.00	8,421.25	30,000.00	28.07
FEDERAL GRANTS	0.00	0.00	0.00	0.00
MUNICIPAL LEVY-GENERAL	0.00	0.00	228,386.00	0.00
LEVY-SPECIAL-NIAGARA	0.00	0.00	0.00	0.00
LEVY-SPECIAL-HAMILTON	0.00	0.00	0.00	0.00
LEVY-SPECIAL-HALDIMAND	0.00	0.00	0.00	0.00
LEVY-SPECIAL-OTHER	0.00	0.00	0.00	0.00
CAPITAL RESERVE-NIAGARA	0.00	0.00	0.00	0.00
CONSERVATION FOUNDATION	0.00	0.00	0.00	0.00
RESERVE FUNDS	0.00	0.00	100,000.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00
	<b>0.00</b>	<b>8,421.25</b>	<b>358,386.00</b>	<b>2.35</b>
<b>EXPENDITURES</b> =====				
FLOOD CONTROL STRUCTURES				
BINBROOK DAM	1,139.81	6,701.90	48,386.00	13.85
SHRINER'S CREEK	0.00	0.00	0.00	0.00
sub-total	1,139.81	6,701.90	48,386.00	13.85
WATERSHED FLOODPLAIN MAPPING UPDATE	17,415.23	92,469.22	310,000.00	29.83
FLOOD FORECASTING MODELING	0.00	0.00	0.00	0.00
STREAM GAUGE & MONITORING NETWORK	0.00	0.00	0.00	0.00
	<b>18,555.04</b>	<b>99,171.12</b>	<b>358,386.00</b>	<b>27.67</b>



**NIAGARA PENINSULA CONSERVATION AUTHORITY  
CONSERVATION LAND DEVELOPMENT - CAPITAL  
6 PERIODS ENDED 2013-06-30**

	Current Month	Current YTD	Approved Budget	% of Budget
<b>REVENUES</b>				
=====				
PROVINCIAL GRANTS-OTHER	0.00	0.00	0.00	0.00
FEDERAL GRANTS	0.00	0.00	0.00	0.00
MUNICIPAL LEVY-GENERAL	0.00	0.00	0.00	0.00
LEVY-SPECIAL-NIAGARA	0.00	0.00	573,200.00	0.00
LEVY-SPECIAL-HAMILTON	0.00	0.00	210,000.00	0.00
LEVY-SPECIAL-HALDIMAND	0.00	0.00	0.00	0.00
LEVY-SPECIAL-OTHER	0.00	0.00	0.00	0.00
CAPITAL RESERVE-NIAGARA	0.00	0.00	308,000.00	0.00
CONSERVATION FOUNDATION	0.00	0.00	51,000.00	0.00
RESERVE FUNDS	0.00	0.00	359,300.00	0.00
MISCELLANEOUS	620.00	9,720.00	0.00	0.00
	<b>620.00</b>	<b>9,720.00</b>	<b>1,501,500.00</b>	<b>0.65</b>
<b>EXPENDITURES</b>				
=====				
LAND ACQUISITION	0.00	0.00	600,000.00	0.00
BALL'S FALLS	0.00	3,916.34	25,000.00	15.67
BINBROOK	1,156.64	6,859.19	110,000.00	6.24
CHIPPAWA CREEK	13,924.75	49,242.21	260,600.00	18.90
LONG BEACH	1,229.77	9,755.63	70,000.00	13.94
BEAMER MEMORIAL	0.00	0.00	0.00	0.00
BINBROOK TRACT	0.00	0.00	0.00	0.00
E.C.BROWN	0.00	0.00	6,000.00	0.00
HEDLEY FOREST	0.00	0.00	0.00	0.00
HUMBERSTONE	0.00	0.00	0.00	0.00
MORGAN'S POINT	0.00	0.00	0.00	0.00
RUIGROK TRACT	0.00	0.00	9,900.00	0.00
WAINFLEET BOG	0.00	0.00	0.00	0.00
MEMORIAL FORESTS	0.00	0.00	1,000.00	0.00
ROCKWAY	0.00	0.00	0.00	0.00
TWENTY VALLEY TRAIL	0.00	0.00	100,000.00	0.00
GAINSBOROUGH	0.00	123.69	79,000.00	0.16
MOUNTAINVIEW	0.00	0.00	0.00	0.00
ST.JOHN'S	0.00	3,361.14	0.00	0.00
VIRGIL	0.00	0.00	30,000.00	0.00
GORD HARRY CONSERVATION TRAIL	0.00	49.54	115,000.00	0.04
WILLOUGHBY MARSH	0.00	0.00	0.00	0.00
SMITH-NESS	0.00	0.00	0.00	0.00
TWO MILE CREEK	0.00	0.00	0.00	0.00
STEVENSVILLE	0.00	0.00	0.00	0.00
WAINFLEET WETLANDS	0.00	0.00	25,000.00	0.00
WOODEND	0.00	1,526.40	3,200.00	47.70
CAVE SPRINGS	0.00	0.00	11,800.00	0.00
MUD LAKE	0.00	0.00	0.00	0.00
JORDAN HARBOUR	282.19	5,869.10	50,000.00	11.74
COMFORT MAPLE	0.00	0.00	5,000.00	0.00
ST. JOHNS CENTRE	19,943.41	88,459.66	0.00	0.00
	<b>36,536.76</b>	<b>169,162.90</b>	<b>1,501,500.00</b>	<b>11.27</b>



**TO:** The Chairman and Members of the Authority

**DATE:** July 9, 2013

**SUBJECT:** Climate Action Niagara - Fruit Trail Funding Request - Report No. 65-13

Authority Board members will recall a presentation by Laura Collings regarding a pilot project being undertaken by Climate Action Niagara (CAN). This is a community based non-profit organization that provides eco-education and actions on issues relating to climate change to improve resilience in Niagara.

We have received a work plan, budget and request for \$6,000 cash and \$1,000 of "in kind" support from the NPCA to undertake the Niagara's Fruit Tree Trail pilot project.

As we understand it, the scope of the project is to bring retired fruit trees in St. Catharines back into production. The trees deemed fit to salvage will be pruned back over a few years by volunteers. The fruit yield from these trees is expected to be publically accessible for the picking and excess fruit will be harvested by the Garden of Eating and donated to local soup kitchens and shelters. The pilot project is intended to begin in the areas between Glenridge Ave. and Ontario Street in St. Catharines. Trees will be located by utilizing GIS software and local databases. The project's intent is that by bringing these old trees back into production, there will be tangible benefits to the community by contributing to a food source.

## **DISCUSSION**

It is agreed that the project proposed by Climate Action Niagara is well-meaning. The reinstatement of out of use fruit trees in Niagara is a viable project which is likely to have good public interest. However, the project does not align with NPCA mandate to undertake watershed based resource management programs and also is not consistent with the watershed restoration objectives that promote naturalization and native plant species.

The NPCA directly levies its member municipalities to undertake programs to fulfill our mandate, and accordingly it may not appropriate that we use these funds on projects that do not directly support or enhance NPCA specific program objectives. In addition, the NPCA does not have the expertise in the area of pruning / fruit tree maintenance.

It is therefore recommended that the NPCA encourages the efforts proposed by Climate Action Niagara, but limit its support to providing assistance through available information and databases.

**RECOMMENDATION:**

**That the NPCA supports and congratulates the efforts of Climate Action Niagara for their Fruit Tree Trail pilot project;**

**That the NPCA will provide available database information to support the project and:**

**That the NPCA is unable to support the request for \$6,000 for the Fruit Tree Trail project.**

Respectfully Submitted By:



Tony D'Amario, P. Eng. CAO/ Secretary-Treasurer

## D'Amario, Tony

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**Subject:** FW: Climate Action Niagara - Fruit Tree Trail Request  
**Attachments:** Workplan and budget for NPCA - June 27 edit.xlsx

-----Original Message-----

From: [lmcollin@uwaterloo.ca](mailto:lmcollin@uwaterloo.ca) [<mailto:lmcollin@uwaterloo.ca>]  
Sent: Thursday, June 27, 2013 3:16 PM  
To: Stack, Mary  
Cc: Jane Hanlon  
Subject: Climate Action Niagara - Fruit Tree Trail Request

Hello Ms. Stack,

Thank you very much for our conversation Tuesday afternoon. To follow up, I have attached herewith a work plan for the Fruit Tree Trail pilot in St. Catharines as well as a project budget. Climate Action Niagara is requesting in-kind support of guidance and best practice sharing on working in close proximity to waterways and outreach assistance to the public. Further to that, in financial support of other project costs such as planting materials and equipment, outreach materials production and a partner outreach event, Climate Action Niagara would like to request \$6,000 for the Fruit Tree Trail project.

I do hope this request will be presented at the board meeting in July.  
If you have any questions or concerns regarding the project and CAN's request prior to the July meeting, please do not hesitate to ask. I look forward to working on this initiative with you.

Best regards,

Jane Hanlon and Laura Collings  
289 434 0474

## Fruit Tree Trail Workplan

Task	Contact	Timeline
Acquire fruiting trees and shrubs from Land Care Niagara in-kind	Michelle Martin, Stewardship Coordinator at Land Care Niagara	Late June, 2013
Locate City of Welland, West Lincoln and Niagara on the Lake fruit trees	Parks and Forestry Departments	June, 2013
Consultations from Niagara Peninsula Conservation Authority for knowledge transfer, and best practices working near waterways	Mary Stack, Director of Communications, NPCA	
Follow up with St. Catharines Green Committee	Matt Holley (Co-chair), Dave Haywood (Co-chair)	Mid-July, 2013
Secure Vineland Research Consultation contributions for knowledge transfer and determination of fruit tree health	Don Ziraldo Past Chair at Vineland Research and Innovation Centre	Late July, 2013
Secure Tender Fruit Association in kind- contributions of knowledge transfer and best-practice sharing		Late July, 2013
Secure public land use authorization with the City of St. Catharines - City Council presentation July 22, 2013	Rick Lane, Director of Parks and Recreational Services, City of St. Catharines	July 22, 2013
Utilize commitment from the Preservation of Agricultural Lands Society to provide expertise in the valuation of fruit trees in determining their health for rehabilitation.	Gracia Janes, PALS President	Late-July, 2013
Prepare, gather and print outreach materials for workshops and events	Laura Collings	Between July and August, 2013
Plan for and hold a partner event	Laura Collings	To be held in August.
Locate all the trees to be used in the St. Catharines Pilot via GPS and transfer data onto map layers. Work with the Region to overlay tree locations and community garden locations to pre-existing region map layers.	Laura Collings	Beginning of August, 2013-September, 2013
Safety and Health regulations discussion	Regional Department of Health	Mid August, 2013
Create and produce interpretive signage for the trail.	Laura Collings	Late August, 2013
Acquire planting materials and equipment (trees, soil amendments, tools etc)	Partner resources	Early September, 2013

Secure partnerships with youth groups who will be involved with CAN's 4 planting workshop days in late September	Climate Action Niagara Staff	September, 2013
Mulch and compost deliveries to project site	Ed English, Process Manager at Walker Industries	September, 2013
Secure harvesting dates and equipment provision with Garden of Eating Niagara	Tiffany Mayer, President and Founder of Garden of Eating Niagara	September, 2013
Establish an appropriate waste removal system from project site	Climate Action Niagara Staff	September, 2013
Plan, schedule and facilitate 3 tree maintenance and groundcover planting workshops and one tree planting day with youth and volunteer groups.	Climate Action Niagara Staff	Late September, 2013
Plan, schedule and facilitate 3 canning workshops with yield from fruit tree trail	Climate Action Niagara Staff	September - October, 2013
Provide map to the Region and distribute for the public.	Region of Niagara GIS Department	October, 2013
Plan, schedule and facilitate 3 fruit tree care and pruning workshops	Climate Action Niagara Staff	Late February, 2014
Fruit Tree Trail Kick-off volunteer and partner thank you event		To be held in April, 2014

Funding Source	Confirmed	Un-confirmed	Cash	In-Kind	Total	Resources allocated to (from expenditures):	Contact
Niagara Peninsula Conservation Authority	\$0	\$7,000	\$6,000	\$1,000	\$7,000	Other Consultation Fees, Total Project Expenditures	Mary Stack. <a href="mailto:mstack@npca.ca">mstack@npca.ca</a>
Preservation of Agricultural Lands	\$620	\$0	\$0	\$620	\$620	Arborist consultation fees	Gracia Janes
Goodwill	\$700	\$0	\$0	\$700	\$700	Meeting rooms	Mary Kezar <a href="mailto:mary@goodwillniagara.com">mary@goodwillniagara.com</a>
Land Care Niagara	\$320	\$0	\$0	\$320	\$320	Heritage tree varieties, shrubs and ground cover	Michelle Martin. <a href="mailto:m.martin@landcareniagara.com">m.martin@landcareniagara.com</a>
Climate Action Niagara volunteers and members	\$175	\$732	\$0	\$907	\$907	Equipment rental and purchase	Jane Hanlon, 905 246 4236
Vineland Research Station	\$0	\$1,000	\$0	\$1,000	\$1,000	Other Consultation Fees	Don Ziraldo, <a href="mailto:donald.ziraldo@vinelandresearch.com">donald.ziraldo@vinelandresearch.com</a>
St. Catharines Green Committee	\$0	\$5,000	\$5,000	\$0	\$5,000	Total Project Expenditures	Matt Holley and David Haywood
Walker Industries	\$480	\$0	\$0	\$480	\$480	Soild Amendments(Mulch)	Ed English
Climate Action Niagara, Garden of Eating, DSBN	\$9,080	\$3,000	\$0	\$12,080	\$12,080	Volunteers, Community fundraiser, Acquiring media pieces	Jane Hanlon, 905 246 4236, Nancy Bridgeman, Tiffant Mayer.
					<b>\$28,107</b>	<b>← Total Project Revenue</b>	

Project Expenditures	In-Kind	Cost	Item description
Heritage tree varieties, fruiting shrubs, ground cover and soil amendments, equipment and tool rental and purchase	\$975.00	\$1,814.00	Fruiting trees, shrubs and groundcover. Soil amendments and stake costs. Hand Tools, Tiller, weed whacker, sheers, loppers, trowels etc. Ladders and Wheelbarrows (borrowed). Harvesting equipment for Garden of Eating.
Printing and Copy Services/ Outreach/interpretive signage	\$0.00	\$1,850.00	Interpretive signage (\$450 estimate for 9X9 ft) Workshop handouts and educational materials.
Youth Group Transportation	\$0.00	\$499.11	Of youth groups to project site for planting days (\$166.37 for 1 round trip on a full sized bus (good for 1 class) - quote from Laidlaw St. Catharines.
Volunteers	\$10,080.00	\$0.00	105people x 8hrs x \$12
Mileage		\$1,000.00	For 4 cities and determining trees in each in first year.
Photographer and acquiring media pieces	\$2,000.00	\$800.00	To create media pieces, videos and taking photos etc to upload on website/social networking to advertise project progress and results
Workshops (9+)	\$0.00	\$1,000.00	3 youth workshops for soil health and planting/seed propagation. 2 pruning workshops. 1 tree care workshop. 3 canning workshops. \$100 per workshop.
Meeting rooms and materials	\$700.00	\$240.00	Meetings prior to each event day to organize volunteers, contributors and partners. (In-kind from Goodwill)
Consultation fees of 3 organizations	\$2,620.00	\$0.00	To aid in the valuation of fruit trees, determination of tree health and feasibility of pruning in relation to the surrounding environment.
Program Coordination	\$0.00	\$3,150.00	Approximately 30 days of cumulative full time work in-office.
On Site Project Management	\$0.00	\$5,280.00	Organizing and faciliating each event, workshop and site project management.
Community and sponsor reception/fundraiser	\$400.00	\$1,700.00	To thank sponsors and fundraise for initiatives to offset future sustainability of project to kick off the project and again once the project is underway (2 events).
Volunteer Honorariums and Insurances	\$0.00	\$1,190.00	Including in-kind gifts to compensate contributions and refreshments. \$660 for 3 years of insurance. Honorariums per event: 2 pruning events: tree tagging, tree planting, shrub planting, and groundcover planting days, etc (approx \$50 for each event).
Subtotals	\$16,775.00	\$18,523.11	
Total Project Budget		\$35,298.11	





**TO: The Chairman and Members of the Authority**

**DATE: July 9, 2013**

**SUBJECT: Wainfleet Drainage Committee Request for Funding - Report No. 66-13**

The NPCA has received a request for \$2,100 in funding from the Wainfleet Drainage Committee (a copy of which is attached.) Requests have also been made to the municipalities of Wainfleet, Pelham, Welland, West Lincoln and Niagara Region.

The request is related to a Freedom of Information request that the committee is making to Ontario Power Generation (OPG) regarding documents and records relating water level takings/operations and water level fluctuations. The information is deemed necessary by the Committee so that they would be in a position to consider solutions to restore their drainage system to full capacity.

The NPCA already has a number of studies relating to water level fluctuations and OPG impacts and also has an extensive database of water level records in the Welland River. This information has already been provided to the Welland River Floodplain Association through a similar Freedom of Information to the NPCA. This committee's mandate includes floodplain mapping review and watershed management strategies.

To avoid duplication and unnecessary expense, staff believes it would be sensible to undertake a review of information currently available by NPCA prior to making a commitment of funds. NPCA staff will be available to meet with members of the association and drainage committee to determine actual information needs and set out a strategy towards attaining their common goals.

**RECOMMENDATION:**

**That the NPCA supports the efforts of the Wainfleet Drainage Committee and believes it is appropriate to ensure all existing information be reviewed to determine if this will meet their needs towards a resolution that addresses drainage concerns, and;**

**That the request for funding in the amount of \$2,100 for OPG information under the Freedom of Information be deferred pending review of all information currently available through the NPCA and other agencies.**

Respectfully Submitted By:

  
\_\_\_\_\_  
Tony D'Amario, P. Eng. CAO/ Secretary-Treasurer



# Township of Wainfleet

*"Wainfleet - find your country side!"*

June 11<sup>th</sup>, 2013

Chairman Bruce Timms, NPCA  
c/o Niagara Region  
2201 St. David's Road, Box 1042  
Thorold, ON L2V 4T7

RE: Request for Access to Information – Ontario Power Generation (OPG)

Chairman Timms,

I am writing you today on behalf of the Wainfleet Drainage Committee. This Committee has been working to ascertain the impact of water-taking conducted by Ontario Power Generation (OPG) facilities in Niagara Falls on the Welland River (Chippawa Creek/Chippawa River) and the communities of Wainfleet, West Lincoln, and Pelham.

It is the Committee's belief that water-taking activities have many effects on the Drainage systems in all three of our communities and may in fact be impacting the ability of drains to function as designed. Committee members and members of the public have reported that the condition of drains is deteriorating as a result of impacts on the Welland River, Welland River siphons, and the reported reversal of flow of river water.

To that end, late in 2012 our Committee met with Niagara Peninsula Conservation Authority (NPCA) staff and OPG staff to discuss a method of mitigating the impacts of OPG activities on the drainage system. This has led to our Committee meeting again to make a Freedom of Information (FOI) Request to OPG to obtain documents and other records that will allow us to have the right information to approach the issue in the most appropriate and direct manner.

It is our hope as a Committee that this information can be used by our Committee as well as Wainfleet, West Lincoln, Pelham, Welland, and NPCA staff to embark on a solution that can restore our drainage network to its optimal capacity. Our Committee feels that municipal drains should be performing at 100% capacity rather than some reduced amount. This will allow all of our municipalities to rely on our extensive drainage networks in any and all storm events.

The Drainage Committee is in receipt of an estimate of \$12,600 from OPG for the fulfillment of the FOI request. The Committee feels that if Wainfleet, West Lincoln, Pelham, Welland, the NPCA, and Niagara Region each contribute \$2,100 to the cost, the information obtained can be shared by staff from all six organizations. I would like to request a pledge of \$2,100 from your organization so that the Drainage Committee can move ahead on this issue for the betterment of drainage in all of our municipalities. I would stress that this is only an estimate so the actual cost may be higher.

31940 Highway #3 • P.O. Box 40 • Wainfleet, ON • L0S 1V0  
PHONE 905.899.3463 • FAX 905.899.2340 • [www.wainfleet.ca](http://www.wainfleet.ca)

**Wainfleet FOI Request to OPG**  
**2013 06 11**  
**Page 2**

I appreciate your attention to this matter and would be willing to make myself available to address your Board of Directors if there are further questions.

Sincerely,



Alderman Richard Dykstra  
Chair, Wainfleet Drainage Committee



**TO:** The Chairman and Members of the Authority

**DATE:** July 9, 2013

**SUBJECT:** MNR Transfer Payment, WECl and Trans Canada Trail Agreements – Report No. 67-13

In the course of normal administrative operations, the NPCA applies for various grants and executes a number of agreements that support the NPCA approved budget and programming.

Typical Agreements executed throughout the year include the following:

- MNR Transfer Payments
- Water and Erosion Control Infrastructure
- Remedial Action Plan
- Provincial Water Quality Monitoring Program
- Museum Grant for Ball's Falls
- Niagara River Sustainability Fund – Federal and Provincial
- DFO Fish Studies
- Source Water Protection
- NPCA Owned Property Leases
- Provincial Data Sharing Agreements
- Contracts for Studies and Capital Works

Typical (as available) Funding/Partnership Agreements include:

- Trillium Grants
- Shell Oil
- RBC Blue Water
- Trail Associations
- Summer Jobs Canada
- Ducks Unlimited, Trees Unlimited and similar programs
- WaterSmart (Niagara Region)
- Landowner Agreements for restoration projects
- Municipal MOU's for various projects and services
- GIS data use agreements

The supporting parties and anticipated revenues are identified at budget preparation and the corresponding agreements are typically executed throughout the year. Historically the CAO has signed all agreements that have been previously identified through the budget process without formal approval of the Board. The exception has been any new or unanticipated partnerships and agreements. In the course of past Board meetings however, there appears to be a current desire for the NPCA Board to have the opportunity to review all agreements prior to execution. The following are therefore provided to the Board members for their consideration.

### **MNR Transfer Payment Agreement**

The MNR transfer payments are made under Section 39 of the Conservation Authorities Act which supports Planning, Regulation, Administration and Flood Forecasting programs. Although the grant formula of 50% of eligible cost would provide for a possible grant of \$1,250,678 (for 2013), the actual amount received from MNR is \$174,496. This amount has been in place without increase for over 12 years. In spite of repeated efforts for additional consideration through Conservation Ontario and the Conservation Authorities as a whole, the MNR is in no way looking to increase grants to the formula level. In fact it is my belief that these levels of funding will be further reduced in the near future, as the Toronto and Grand River Conservation Authorities budgets in this regard have been recently cut. The overall result is that Conservation Authorities are left to finance the shortfall with self-generated and/or levy funding.

### **WECl – Water and Erosion Control Infrastructure Program Agreement**

The NPCA has taken previously taken advantage of 50% funding provided under this program to undertake capital repairs and improvements at NPCA dam sites. In particular, the Binbrook Dam has received past funding for spillway improvements as well as valve replacements. For 2014, the NPCA was successful in making application for \$30,000 to maintain the access road and guard rails, and \$20,000 to undertake a Pressure Relief/Monitoring Well Study.

### **Trans Canada Trail Agreement**

In February, the Full Authority authorized staff to enter into an agreement with Haldimand County and the Trans Canada Trail Organization to act as project coordinator and oversee the new trail construction. The attached agreement is modeled on existing shared services agreements between the NPCA and the Region of Niagara. It provides the NPCA with authority to act as an agent for the County and the TCT during the construction process, and the following 2-year warranty period.

### **RECOMMENDATION:**

**That the CAO be authorized to execute the MNR Transfer Payment, Water and Erosion Control Infrastructure and Trans Canada Trail Agreements as outlined and presented in Report No.67-13.**

Respectfully Submitted By:



Tony D'Amario, P. Eng. CAO/ Secretary-Treasurer

**THE AGREEMENT** effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**B E T W E E N :**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**  
**as represented by Honourable David Oraziotti**

**(the "Province")**

**- and -**

**Niagara Peninsula Conservation Authority**

**(the "Recipient")**

**BACKGROUND:**

The Province funds projects similar to the Project.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project and the Province wishes to provide such funds.

**CONSIDERATION:**

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

**ARTICLE 1**  
**INTERPRETATION AND DEFINITIONS**

**1.1 Interpretation.** For the purposes of interpretation:

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

**1.2 Definitions.** In the Agreement, the following terms shall have the following meanings:

**"Agreement"** means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 28.1 and any

amending agreement entered into pursuant to section 34.2.

**"BPSAA"** means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

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

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

**"Event of Default"** has the meaning ascribed to it in section 14.1.

**"Force Majeure"** has the meaning ascribed to it in Article 26.

**"Funding Year"** means:

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

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

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

**"Maximum Funds"** means \$174,496.00

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

**"Notice Period"** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

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

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

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

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

**"Timelines"** means the Project schedule set out in Schedule "A".

## **ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS**

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

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.

**2.2 Execution of Agreement.** The Recipient represents and warrants that:

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

**2.3 Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms;
- (d) procedures to provide for the prudent and effective management of the Funds;
- (e) procedures to enable the successful completion of the Project;
- (f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
- (h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

**2.4 Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

**ARTICLE 3  
TERM OF THE AGREEMENT**



- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on **March 31<sup>st</sup>, 2014** unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

#### **ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT**

- 4.1 **Funds Provided.** The Province shall:

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

- 4.2 **Limitation on Payment of Funds.** Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
- (d) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section 13.1.

- 4.3 **Use of Funds and Project.** The Recipient shall:

- (a) carry out the Project:

- (i) in accordance with the terms and conditions of the Agreement; and
  - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
- (b) use the Funds only for the purpose of carrying out the Project; and
- (c) spend the Funds only in accordance with the Budget.
- 4.4 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.
- 4.5 **Interest Bearing Account.** If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.6 **Interest.** If the Recipient earns any interest on the Funds:
  - (a) the Province may deduct an amount equal to the interest from any further instalments of Funds; or
  - (b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.
- 4.7 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.
- 4.8 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

## **ARTICLE 5**

### **ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS**

- 5.1 **Acquisition.** Subject to section 32.1, if the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a process that promotes the best value for money.
- 5.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided.

## **ARTICLE 6 CONFLICT OF INTEREST**

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
  - (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.
- 6.3 **Disclosure to Province.** The Recipient shall:
- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
  - (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW**

- 7.1 **Preparation and Submission.** The Recipient shall:
- (a) submit to the Province at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;
  - (b) submit to the Province at the address provided in section 18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
  - (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
  - (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.
- 7.2 **Record Maintenance.** The Recipient shall keep and maintain:
- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and

- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.
- 7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:
  - (a) inspect and copy the records and documents referred to in section 7.2; and
  - (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.
- 7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.
- 7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.
- 7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## ARTICLE 8 CREDIT

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project.
- 8.2 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## **ARTICLE 10 INDEMNITY**

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

## **ARTICLE 11 INSURANCE**

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a 30 day written notice of cancellation, termination or material change.
- 11.2 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

## **ARTICLE 12 TERMINATION ON NOTICE**

- 12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.
- 12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may:
- (a) cancel all further instalments of Funds;
  - (b) demand the repayment of any Funds remaining in the possession or

under the control of the Recipient; and/or

- (c) determine the reasonable costs for the Recipient to wind down the Project, and:
  - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
  - (ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

### **ARTICLE 13 TERMINATION WHERE NO APPROPRIATION**

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may:
  - (a) cancel all further instalments of Funds;
  - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
  - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b)..
- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

### **ARTICLE 14 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
  - (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
    - (i) carry out the Project;
    - (ii) use or spend Funds; and/or

- (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (d) the Recipient ceases to operate; and
- (e) an event of Force Majeure that continues for a period of 60 days or more.

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

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and/or
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

**14.3 Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

## **ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR**

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:

- (a) demand the return of the unspent Funds; or
- (b) adjust the amount of any further instalments of Funds accordingly.

## **ARTICLE 16 FUNDS UPON EXPIRY**

16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

## **ARTICLE 17 REPAYMENT**

17.1 **Debt Due.** If:

- (a) the Province demands the payment of any Funds or any other money from the Recipient; or
- (b) the Recipient owes any Funds or any other money to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other money shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to



the Province immediately, unless the Province directs otherwise.

- 17.2 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.3 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the Province at the address provided in section 18.1.

## **ARTICLE 18**

### **NOTICE**

- 18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

**To the Province:**

Ministry of Natural Resources  
300 Water Street, Peterborough  
Ontario, K9J 8M5

**Attention:**

Peter Hulsman, Manager  
Land & Water Services Section  
Fax: (705) 755-1267

**To the Recipient:**

**Niagara Peninsula Conservation  
Authority**

250 Thorold Road West, 3<sup>rd</sup> Floor  
Welland, Ontario, L3C 3W2

**Attention:**

Tony D'Amario  
CAO/Secretary -Treasurer  
Fax: (613) 259-3468

- 18.2 **Notice Given.** Notice shall be deemed to have been received:
- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
  - (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.
- 18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
  - (b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

## **ARTICLE 19**

## **CONSENT BY PROVINCE**

- 19.1 **Consent.** The Province may impose any terms and/or conditions on any consent the Province may grant pursuant to the Agreement.

## **ARTICLE 20 SEVERABILITY OF PROVISIONS**

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

## **ARTICLE 21 WAIVER**

- 21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

## **ARTICLE 22 INDEPENDENT PARTIES**

- 22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient shall not take any actions that could establish or imply such a relationship.

## **ARTICLE 23 ASSIGNMENT OF AGREEMENT OR FUNDS**

- 23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.
- 23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

## **ARTICLE 24 GOVERNING LAW**

- 24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

## **ARTICLE 25 FURTHER ASSURANCES**

- 25.1 **Agreement into Effect.** The Recipient shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **ARTICLE 26 CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

- 26.1 **Force Majeure Means.** Subject to section 26.3, Force Majeure means an event that:

- (a) is beyond the reasonable control of a Party; and
- (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

- 26.2 **Force Majeure Includes.** Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in section 26.1.

- 26.3 **Force Majeure Shall Not Include.** Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
  - (i) take into account at the time of the execution of the Agreement; and
  - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

- 26.4 **Failure to Fulfil Obligations.** Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

## **ARTICLE 27 SURVIVAL**

- 27.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4.6(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 30, 31 and 34, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

## **ARTICLE 28 SCHEDULES**

- 28.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule "A" - Project Description and Timelines;
- (b) Schedule "B" - Budget;
- (c) Schedule "C" - Payment; and
- (d) Schedule "D" - Reports.

## **ARTICLE 29 COUNTERPARTS**

- 29.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## **ARTICLE 30 JOINT AND SEVERAL LIABILITY**

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

## **ARTICLE 31 RIGHTS AND REMEDIES CUMULATIVE**

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

## **ARTICLE 32 BPSAA**

- 32.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

**ARTICLE 33  
FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**33.1 Other Agreements.** If the Recipient:

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

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

**ARTICLE 34  
ENTIRE AGREEMENT**

**34.1 Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

**34.2 Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

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

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by Honourable David Orazietti**

\_\_\_\_\_  
Name: Carrie Hayward  
Title: Assistant Deputy Minister

\_\_\_\_\_  
Date

**Niagara Peninsula Conservation Authority**

\_\_\_\_\_  
Name: Tony D'Amario  
Title: CAO/Secretary-Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

I/We have authority to bind the Recipient.

## **SCHEDULE "A"**

### **PROJECT DESCRIPTION AND TIMELINES**

#### **Background**

Section (S.) 39 of the *Conservation Authorities Act* states "grants may be made by the Minister to any authority." The *Conservation Authorities Act* S. 39 Provincial 'Operating' Grant Transfer Payment supports the Conservation Authority (CA) in mandated activities and specific eligible activities are outline in the in the *Policies and Procedures for Determining Eligibility for Provincial Grant Funding to Conservation Authorities* (1997) a chapter of the *Conservation Authorities Act* Policies and Procedures Manual

The *Conservation Authorities Act* Section (S.) 39 Provincial 'Operating' Grant funds the CA in undertaking provincially mandated activities that include:

(1) Flood/Erosion Operations (flood and erosion control structures, flood forecasting and warning, ice management) and

(2) Hazard Prevention (Plan Input, Hazard Information)

Under the Planning Act, the Minister of Natural Resources delegated to CAs the responsibility for representing the "Provincial Interest" related to the natural hazard components in Section 3.1 of the Provincial Policy Statement (PPS) (2005). CAs must review and comment on municipal policy documents and applications submitted under the *Planning Act* as part of the Provincial One-Window Plan Review Service to ensure that they are consistent with the natural hazards policies of the PPS.

The Policies and Procedures Manual sets out guidelines to prepare an annual budget summary to be approved by the Minister of Natural Resources and which includes work to be undertaken and the associated planned expenditures, The Province provides technical guidance and policy to the CAs to undertake the flood and erosion control work through MNR's Natural Hazards Technical Guides. A Memorandum of Understanding on Procedures to Address Conservation Authority Delegated Responsibility (2005) between the Province, the Ministry of Municipal Affairs and Housing and Conservation Ontario on behalf of the 36 CAs sets out how the CAs undertake their various roles under the Planning Act.

#### **Project Objective**

1. To provide financial support to the Authority to undertake essential functions necessary to protect human life, property and communities from water-related hazards, including flood and erosion..
2. To provide financial support to the Authority to undertake essential activities of hazard prevention and management as the delegated Authority responsible for representing the "Provincial Interest" related to the natural hazard components in Section 3.1 of the PPS.

## **Scope of Project**

### **1. Flood and Erosion Control Operations**

- A. Routine operation and maintenance of flood and erosion control structures owned or managed by the CA that mitigate risk to life and property damage from flooding. This includes dams, flood and erosion channel works and dykes.
- B. Flood forecasting and warning procedures undertaken by the CA, required to reduce the risk of loss of life and property damage due to flooding through the forecasting of flood events and the issuing of flood warnings, alerts and advisories to prepare those who must respond to the flood event. This includes the maintenance and operation of a system developed to guide activities and manage structures.
- C. Ice management, including undertaking preventative measures such as the removal of sediment from channels or the control of ice in areas where there is a chronic problem occurring annually.

### **2. Hazard Prevention, Plan Input and Hazard Information for Plan Input**

- D. Municipal Plan input related to the 'delegated' responsibility of the CA for Section 3.1 "Natural Hazards" of the PPS.
- E. Hazard information derived from watershed planning projects or technical studies to provide input into municipal policy documents or site plan applications, and can include delineation of hazard areas and development of policies to guide appropriate management and use of hazard lands.

## **Timelines**

Funding extends from April 1, 2013 to March 31, 2014.

**SCHEDULE "B"**

**BUDGET**

1. Flood/Erosion Operations Base Grant - \$ 130,872.00
2. Hazard Prevention Base Grant – \$ 43,624.00

Total Operating Allocation for 2013 - \$174,496.00



**SCHEDULE "C"**

**PAYMENT**

PAYMENT DATE OR MILESTONE	AMOUNT
One Payment for 100% of funding	\$ 174,496.00

## SCHEDULE "D"

### REPORTS

Name of Report	Due Date
1. Interim Progress Report *NEW* (template attached)	September 30, 2013
2. Annual Budget Request (2014/15) (template attached)	March 31, 2014
3. Year End Expenditure Report (revised template attached)	April 30 <sup>th</sup> , 2014
4. Final Report	April 30 <sup>th</sup> , 2014
5. Annual Audited Financial Report	April/May 2014

#### ***Report Details***

1. An Interim Progress Report which provides:
  - An interim accounting of the Project expenditures to date signed by the Chief Administrative Officer or General Manager confirming that Project expenditures are in accordance with the *Policies and Procedures for Determining Eligibility for Provincial Grant Funding to Conservation Authorities* (1997).
  - Activities undertaken to date for the Project (should align with your Project Description).
  - A statement confirming that the Recipient is in compliance with the terms and conditions of the Transfer Payment Agreement signed by the Chief Administrative Officer or General Manager.
2. An Annual Budget Request for the 2014/15 fiscal year as outlined in the *Policies and Procedures for Determining Eligibility for Provincial Grant Funding to Conservation Authorities* (1997). A template for this Budget Request is attached.
3. A Year End Expenditures Report which includes a summary of results and a cost breakdown as outlined in the *Policies and Procedures for Determining Eligibility for Provincial Grant Funding to Conservation Authorities* (1997). The Expenditure Report must include an accounting and explanation of any unused funds. The Expenditure Report must be signed by the Chief Administrative Officer or General Manager confirming Project expenditures and be in accordance with the *Policies and Procedures for Determining Eligibility for Provincial Grant Funding to Conservation Authorities* (1997) and the Authority's Transfer Payment Agreement. A template for this Expenditures Report is attached.

4. A Final Report which includes:

A written description of the results achieved for expenditure of provincial grant funding during the term of the Transfer Payment Agreement, and which include:

- Operation of Flood Control Structures
  - Routine/Minor Maintenance of Flood Control Structures
  - Preventative Maintenance of Flood Control Structures
- Operation of Erosion Control Structures
  - Routine/Minor Maintenance of Erosion Control Structures
  - Preventative Maintenance of Erosion Control Structures Flood
- Forecasting and Warning - System Operation
- Flood Forecasting and Warning - Rationalization
- Ice Management
- Plan Input
- Information
- Legal Costs
- Administration

Section 4 of the *Policies and Procedures for Determining Eligibility for Provincial Grant Funding to Conservation Authorities (1997)* provides definitions of eligibility and can be used as guidance to assist in categorizing achievements.

- A statement signed by the Chief Administrative Officer or General Manager confirming that the Recipient is in compliance with the terms and conditions of the Authority's Transfer Payment Agreement.

5. An Annual Financial Audit of the Authority's accounts and transactions by a third party pursuant to S. 38 of the *Conservation Authorities Act*.

Conservation Authority: (insert name)  
2013-14 In-Year Expenditure Report -September

Note: please return this template in its original format.

Do not complete boxes highlighted in grey. These boxes are self-completing. Mouse over cells with red tags in the corner to see additional information.

		S. 39 Grant Allocation	Total Eligible Expenditures as of September 30, 2013	Results Achieved
<b>Flood and Erosion Operations</b>				
<b>4.2 Flood Control Structures</b>				
		<i>List structures maintained. Include staff hours of operation or number of operations, activities undertaken and their interval (daily, weekly, monthly or annually), numbers inspections undertaken, etc.</i>		
4.2.1	Operation of Flood Control Structures			
	Wages /Benefits			
	Materials/expenses			
	Subtotal	\$ -	\$ -	
		<i>Measures or actions undertaken such as debris removal, brushing, repairs etc. Number of operations, activities or requirements undertaken and their interval (daily, weekly, monthly or annually)</i>		
4.2.2	Routine/Minor Maintenance of Flood Control Structures			
	Wages /Benefits			
	Materials/expenses			
	Subtotal	\$ -	\$ -	
		<i>Measures or actions undertaken such as engineering studies, repairs, upgrades, etc.</i>		
4.2.3	Preventative Maintenance of Flood Control Structures			
	Wages /Benefits			
	Materials/expenses			
	Subtotal	\$ -	\$ -	
	<b>Total - Flood Control Structures</b>	\$ -	\$ -	

<b>4.3 Erosion Control Structures</b>			
			<i>List number of works maintained. Include staff hours of operation or number of operations, activities undertaken and their interval (daily, weekly, monthly or annually), numbers inspections undertaken, etc.</i>
4.3.1	Operation of Erosion Control Structures		
	Wages /Benefits		
	Materials/expenses		
	Subtotal	\$ -	\$ -
4.3.2	Routine/Minor Maintenance of Erosion Control Structures		<i>Measures or actions undertaken such as engineering studies, repairs, upgrades, etc.</i>
	Wages /Benefits		
	Materials/expenses		
	Subtotal	\$ -	\$ -
4.3.3	Preventative Maintenance of Erosion Control Structures		<i>Studies completed, number of works maintained, maintenance activities carried out and their interval, etc.</i>
	Wages /Benefits		
	Materials/expenses		
	Subtotal	\$ -	\$ -
	<b>Total - Erosion Control Structures</b>	\$ -	\$ -
<b>4.4 Flood Forecasting and Warning</b>			
4.4.1	System Operation		<i>Number of warnings, alerts or advisories issued. Also could include number of stream gauges operated or maintained, snow survey stations, monitoring of events etc.</i>
	Wages /Benefits		
	Materials/expenses		
	<b>Total - Flood Forecasting and Warning</b>	\$ -	\$ -
<b>4.5 Ice Management</b>			
	Wages /Benefits		<i>Staff time to monitor ice events, any preventative measures taken, ice boom monitoring or maintenance, removal of sediment, etc</i>
	Materials/expenses		
	<b>Total - Ice Management</b>	\$ -	\$ -

<b>Hazard Management</b>			
<b>4.6 Plan Input</b>		<i>Number of OP and OPA reviews</i>	
Wages /Benefits			
Expenses			
<b>Total - Plan Input</b>	\$ -	\$ -	
<b>4.7 Information - % for OPs/OPAs related to provincial hazard policy</b>			
<b>4.7.1 Watershed Planning</b>		<i>Example - created subwatershed plan for Z River watershed. X% of study to support hazard policies in OP for Z River municipality.</i>	
Wages /Benefits			
Expenses			
Subtotal	\$ -	\$ -	
<b>4.7.2 Technical Studies</b>		<i>Number and type of technical studies undertaken .</i>	
Wages /Benefits			
Material/expenses			
subtotal	\$ -	\$ -	
<b>Total - Information</b>	\$ -	\$ -	
<b>4.8 Legal Fees</b>		<i>E.g., defense of 2 permit decisions; legal advice on new policies.</i>	
Wages /Benefits			
Expenses			
<b>Total - Administration</b>	\$ -	\$ -	
<b>4.9 Administration</b>		<i>Office overhead, financial reporting, administrative staff time to organize meetings, etc.</i>	
Wages /Benefits			
Expenses			
<b>Total - Legal Fees</b>	\$ -	\$ -	
<b>TOTAL</b>	\$ -	\$ -	

I hereby certify that all expenditures are made in accordance with the Policies and Procedures for Determining Provincial Grant Funding to Conservation Authorities and the Transfer Payment Agreement between the Province and the Authority, and that complete records have been kept for these program areas.

Chief Administrative Officer

Conservation Authority: (insert name)  
2013-14 Year-End Expenditure Report -March 2014

Note: please return this template in its original format.

Do not complete boxes highlighted in grey. These boxes are self-completing. Mouse over cells with red tags in the corner to see additional information.

		S. 39 Grant Allocation	Total Eligible Expenditures as of September 30, 2013	Results Achieved
<b>Flood and Erosion Operations</b>				
<b>4.2 Flood Control Structures</b>				
		<i>List structures maintained. Include staff hours of operation or number of operations, activities undertaken and their interval (daily, weekly, monthly or annually), numbers inspections undertaken, etc.</i>		
4.2.1 Operation of Flood Control Structures				
Wages /Benefits				
Materials/expenses				
Subtotal		\$ -	\$ -	
		<i>Measures or actions undertaken such as debris removal, brushing, repairs etc. Number of operations, activities or requirements undertaken and their interval (daily, weekly, monthly or annually)</i>		
4.2.2 Routine/Minor Maintenance of Flood Control Structures				
Wages /Benefits				
Materials/expenses				
Subtotal		\$ -	\$ -	
		<i>Measures or actions undertaken such as engineering studies, repairs, upgrades, etc.</i>		
4.2.3 Preventative Maintenance of Flood Control Structures				
Wages /Benefits				
Materials/expenses				
Subtotal		\$ -	\$ -	
<b>Total - Flood Control Structures</b>		<b>\$ -</b>	<b>\$ -</b>	

<b>4.3 Erosion Control Structures</b>			
			<i>List number of works maintained. Include staff hours of operation or number of operations, activities undertaken and their interval (daily, weekly, monthly or annually), numbers inspections undertaken, etc.</i>
4.3.1	Operation of Erosion Control Structures		
	Wages /Benefits		
	Materials/expenses		
	Subtotal	\$ -	\$ -
4.3.2	Routine/Minor Maintenance of Erosion Control Structures		<i>Measures or actions undertaken such as engineering studies, repairs, upgrades, etc.</i>
	Wages /Benefits		
	Materials/expenses		
	Subtotal	\$ -	\$ -
4.3.3	Preventative Maintenance of Erosion Control Structures		<i>Studies completed, number of works maintained, maintenance activities carried out and their interval, etc.</i>
	Wages /Benefits		
	Materials/expenses		
	Subtotal	\$ -	\$ -
	<b>Total - Erosion Control Structures</b>	<b>\$ -</b>	<b>\$ -</b>
<b>4.4 Flood Forecasting and Warning</b>			
4.4.1	System Operation		<i>Number of warnings, alerts or advisories issued. Also could include number of stream gauges operated or maintained, snow survey stations, monitoring of events etc.</i>
	Wages /Benefits		
	Materials/expenses		
	<b>Total - Flood Forecasting and Warning</b>	<b>\$ -</b>	<b>\$ -</b>
<b>4.5 Ice Management</b>			
			<i>Staff time to monitor ice events, any preventative measures taken, ice boom monitoring or maintenance, removal of sediment, etc</i>
	Wages /Benefits		
	Materials/expenses		
	<b>Total - Ice Management</b>	<b>\$ -</b>	<b>\$ -</b>



<b>Hazard Management</b>			
<b>4.6 Plan Input</b>		<i>Number of OP and OPA reviews</i>	
Wages /Benefits			
Expenses			
<b>Total - Plan Input</b>	\$ -	\$ -	
<b>4.7 Information - % for OPs/QPAs related to provincial hazard policy</b>			
<b>4.7.1 Watershed Planning</b>		<i>Example - created subwatershed plan for Z River watershed. X% of study to support hazard policies in OP for Z River municipality.</i>	
Wages /Benefits			
Expenses			
Subtotal	\$ -	\$ -	
<b>4.7.2 Technical Studies</b>		<i>Number and type of technical studies undertaken .</i>	
Wages /Benefits			
Material/expenses			
subtotal	\$ -	\$ -	
<b>Total - Information</b>	\$ -	\$ -	
<b>4.8 Legal Fees</b>		<i>E.g., defense of 2 permit decisions; legal advice on new policies.</i>	
Wages /Benefits			
Expenses			
<b>Total - Administration</b>	\$ -	\$ -	
<b>4.9 Administration</b>		<i>Office overhead, financial reporting, administrative staff time to organize meetings, etc.</i>	
Wages /Benefits			
Expenses			
<b>Total - Legal Fees</b>	\$ -	\$ -	
<b>TOTAL</b>	\$ -	\$ -	

I hereby certify that all expenditures are made in accordance with the Policies and Procedures for Determining Provincial Grant Funding to Conservation Authorities and the Transfer Payment Agreement between the Province and the Authority, and that complete records have been kept for these program areas.

Chief Administrative Officer

**THE AGREEMENT** effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013

**B E T W E E N :**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by Honourable David Oraziotti**

**(the "Province")**

**- and -**

**Niagara Peninsula Conservation Authority**

**(the "Recipient")**

**BACKGROUND:**

The Province funds projects similar to the Project.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project and the Province wishes to provide such funds.

**CONSIDERATION:**

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

**ARTICLE 1  
INTERPRETATION AND DEFINITIONS**

**1.1 Interpretation.** For the purposes of interpretation:

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

**1.2 Definitions.** In the Agreement, the following terms shall have the following meanings:

**"Agreement"** means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 28.1 and any

amending agreement entered into pursuant to section 34.2.

**"BPSAA"** means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

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

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

**"Event of Default"** has the meaning ascribed to it in section 14.1.

**"Force Majeure"** has the meaning ascribed to it in Article 26.

**"Funding Year"** means:

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

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

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

**"Maximum Funds"** means \$ 50,000.00

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

**"Notice Period"** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

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

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

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

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

**"Timelines"** means the Project schedule set out in Schedule "A".

## **ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS**

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

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.

**2.2 Execution of Agreement.** The Recipient represents and warrants that:

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

**2.3 Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms;
- (d) procedures to provide for the prudent and effective management of the Funds;
- (e) procedures to enable the successful completion of the Project;
- (f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
- (h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

**2.4 Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

**ARTICLE 3  
TERM OF THE AGREEMENT**

- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on **March 31<sup>st</sup>, 2014** unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

#### **ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT**

- 4.1 **Funds Provided.** The Province shall:

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

- 4.2 **Limitation on Payment of Funds.** Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
- (d) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section 13.1.

- 4.3 **Use of Funds and Project.** The Recipient shall:

- (a) carry out the Project:

- (i) in accordance with the terms and conditions of the Agreement; and
    - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
  - (b) use the Funds only for the purpose of carrying out the Project; and
  - (c) spend the Funds only in accordance with the Budget.
- 4.4 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.
- 4.5 **Interest Bearing Account.** If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.6 **Interest.** If the Recipient earns any interest on the Funds:
- (a) the Province may deduct an amount equal to the interest from any further instalments of Funds; or
  - (b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.
- 4.7 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.
- 4.8 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

## ARTICLE 5

### ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

- 5.1 **Acquisition.** Subject to section 32.1, if the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a process that promotes the best value for money.
- 5.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided.

## **ARTICLE 6 CONFLICT OF INTEREST**

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
  - (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.
- 6.3 **Disclosure to Province.** The Recipient shall:
- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
  - (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW**

- 7.1 **Preparation and Submission.** The Recipient shall:
- (a) submit to the Province at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;
  - (b) submit to the Province at the address provided in section 18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
  - (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
  - (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.
- 7.2 **Record Maintenance.** The Recipient shall keep and maintain:
- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and

- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.

7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

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

7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **ARTICLE 8 CREDIT**

8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project.

8.2 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.



## **ARTICLE 10 INDEMNITY**

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

## **ARTICLE 11 INSURANCE**

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a 30 day written notice of cancellation, termination or material change.
- 11.2 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

## **ARTICLE 12 TERMINATION ON NOTICE**

- 12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.
- 12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may:
- (a) cancel all further instalments of Funds;
  - (b) demand the repayment of any Funds remaining in the possession or

under the control of the Recipient; and/or

- (c) determine the reasonable costs for the Recipient to wind down the Project, and:
  - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
  - (ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

### **ARTICLE 13 TERMINATION WHERE NO APPROPRIATION**

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may:
  - (a) cancel all further instalments of Funds;
  - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
  - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b)..
- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

### **ARTICLE 14 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
  - (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
    - (i) carry out the Project;
    - (ii) use or spend Funds; and/or

- (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (d) the Recipient ceases to operate; and
- (e) an event of Force Majeure that continues for a period of 60 days or more.

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

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further installments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and/or
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

**14.3 Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

## **ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR**

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:

- (a) demand the return of the unspent Funds; or
- (b) adjust the amount of any further instalments of Funds accordingly.

## **ARTICLE 16 FUNDS UPON EXPIRY**

16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

## **ARTICLE 17 REPAYMENT**

17.1 **Debt Due.** If:

- (a) the Province demands the payment of any Funds or any other money from the Recipient; or
- (b) the Recipient owes any Funds or any other money to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other money shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to

the Province immediately, unless the Province directs otherwise.

- 17.2 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.3 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the Province at the address provided in section 18.1.

## **ARTICLE 18 NOTICE**

- 18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

**To the Province:**

Ministry of Natural Resources  
300 Water Street, Peterborough  
Ontario, K9J 8M5

**Attention:**

Peter Hulsman, Manager  
Land & Water Services Section  
Fax: (705) 755-1267

**To the Recipient:**

**Niagara Peninsula Conservation  
Authority**

250 Thorold Road West, 3<sup>rd</sup> Floor  
Welland, Ontario, L3C 3W2

**Attention:**

Tony D'Amario  
CAO/Secretary -Treasurer  
Fax: (613) 259-3468

- 18.2 **Notice Given.** Notice shall be deemed to have been received:
- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
  - (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.
- 18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
  - (b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

## **ARTICLE 19**

## **CONSENT BY PROVINCE**

- 19.1 **Consent.** The Province may impose any terms and/or conditions on any consent the Province may grant pursuant to the Agreement.

## **ARTICLE 20 SEVERABILITY OF PROVISIONS**

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

## **ARTICLE 21 WAIVER**

- 21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

## **ARTICLE 22 INDEPENDENT PARTIES**

- 22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient shall not take any actions that could establish or imply such a relationship.

## **ARTICLE 23 ASSIGNMENT OF AGREEMENT OR FUNDS**

- 23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.
- 23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

## **ARTICLE 24 GOVERNING LAW**

- 24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

## **ARTICLE 25 FURTHER ASSURANCES**

- 25.1 **Agreement into Effect.** The Recipient shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

**ARTICLE 26**  
**CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

- 26.1 **Force Majeure Means.** Subject to section 26.3, Force Majeure means an event that:

- (a) is beyond the reasonable control of a Party; and
- (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

- 26.2 **Force Majeure Includes.** Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in section 26.1.

- 26.3 **Force Majeure Shall Not Include.** Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
  - (i) take into account at the time of the execution of the Agreement; and
  - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

- 26.4 **Failure to Fulfil Obligations.** Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

**ARTICLE 27**  
**SURVIVAL**

- 27.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4.6(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 30, 31 and 34, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

## **ARTICLE 28 SCHEDULES**

- 28.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule "A" - Project Description and Timelines;
- (b) Schedule "B" - Budget;
- (c) Schedule "C" - Payment; and
- (d) Schedule "D" - Reports.

## **ARTICLE 29 COUNTERPARTS**

- 29.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## **ARTICLE 30 JOINT AND SEVERAL LIABILITY**

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

## **ARTICLE 31 RIGHTS AND REMEDIES CUMULATIVE**

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

## **ARTICLE 32 BPSAA**

- 32.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.



**ARTICLE 33  
FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**33.1 Other Agreements.** If the Recipient:

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

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

**ARTICLE 34  
ENTIRE AGREEMENT**

**34.1 Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

**34.2 Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

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

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by Honourable David Oraziatti**

\_\_\_\_\_  
Name: Carrie Hayward  
Title: Assistant Deputy Minister

\_\_\_\_\_  
Date

**Niagara Peninsula Conservation Authority**

\_\_\_\_\_  
Name: Tony D'Amario  
Title: CAO/Secretary-Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

I/We have authority to bind the Recipient.

## **SCHEDULE "A"**

### **PROJECT DESCRIPTION AND TIMELINES**

#### **Background**

To provide financial support to the Conservation Authority to undertake essential repairs and studies on existing Authority owned and/or operated water and erosion control infrastructure necessary to protect human life, property and communities from water-related hazards, including flood, drought/low water, erosion, soil and bedrock instability, while sustaining water resources and their hydrologic functions to support healthy ecosystems and socio-economic benefits.

To be eligible under this program each Authority shall provide confirmation of local share of matching municipal funding in the year the project(s) are to be implemented as well as meet the defined criteria in the Water and Erosion Control Infrastructure Program Guidelines.

At year end each Authority provides a project report at the completion of each project to demonstrate that the capital project was completed, and to verify the final project costs. This report should contain before and after photos of the project site.

The Provincial transfer payment is matched 50/50 through municipal funding.

#### **Project Objectives**

- 1) Natural Hazard prevention and public safety
- 2) Major maintenance of CA owned or managed flood and erosion control structures
- 3) Studies of CA owned or managed flood and erosion control structures that inform and scope future repairs

#### **Scope of Project**

Water and erosion control infrastructure repair and or study project(s) as listed in schedule B. All work must be in accordance with the individual project proposal as submitted annually to the WECI Committee for approval.

#### **Timelines**

April 1, 2013 to March 31, 2014

## SCHEDULE "B"

### BUDGET

#### Repairs

Project ID	Project Name and Description	Total Cost	Local Share (50%)	Provincial Share (50%)
R.13.034	Binbrook Dam Access Road Guardrails and Turn Around	\$60,000.00	\$30,000.00	\$30,000.00
<b>Total</b>		\$60,000.00	\$30,000.00	\$30,000.00

#### Studies

Project ID	Project Name and Description	Total Cost	Local Share (50%)	Provincial Share (50%)
S.13.014	Binbrook Dam Pressure Relief/Monitoring Wells Study	\$40,000.00	\$20,000.00	\$20,000.00
<b>Total</b>		\$40,000.00	\$20,000.00	\$20,000.00

### DETAILED PROJECT BUDGET(S)

## SCHEDULE "C"

### PAYMENT SCHEDULE

The Crown agrees to distribute the capital funding in three payments: the first payment of 25% of the provincial share of the **estimated** project costs, at the start of the project; and, the second payment (where required), approximately 50% of the provincial share of project. This may be adjusted based on in year reporting information. The third payment of approximately 25% will be based on 4<sup>th</sup> quarter confirmation report results.

PAYMENT DATE OR MILESTONE	AMOUNT
1. 25% of the provincial share will be forwarded to the Authority upon submitting confirmation of municipal matched funding and signing of the Agreement by the Ministry of Natural Resources and the conservation authority.	<b>\$12,500.00</b>
2. 50% of the provincial share will be forwarded to the Authority based on the results of the In Year Report.	<b>\$25,000.00</b>
3. Final payment, approximately 25% of the provincial share, will be released based on need and progress reporting in 4 <sup>th</sup> Quarter Confirmation Report.	<b>\$12,500.00</b>
4. Final Year End Report on project results and expenditures	

## **SCHEDULE "D"**

### **REPORTS**

<b>Name of Report</b>	<b>Due Date</b>
1. Project Timeline and Budget	August, 2013
2. In Year Status Report	October 18, 2013
3. 4 <sup>th</sup> Quarter Confirmation Report	January 14, 2014
4. Final Expenditure Report	March 31 <sup>st</sup> , 2014

### ***Report Details***

1. Project budget and timelines.

2. An in year status report October 18, 2013 indicating the progress of the project(s) and confirmation of funding required for the 2<sup>nd</sup> instalment.

3. A 4<sup>th</sup> Quarter confirmation report to confirm status of project(s) and amount of final instalment.

4. By March 31, 2014, a final project summary report that includes the study report, final invoices (from contractors, consultants, materials, etc.) and detailed photos before and after of the repair projects.

## **SERVICE AGREEMENT**

**BETWEEN:**

**HALDIMAND COUNTY**  
(the "County")

OF THE FIRST PART

- and -

**THE NIAGARA PENINSULA CONSERVATION AUTHORITY**  
(the "NPCA")

OF THE SECOND PART

**WHEREAS** the County is the owner of an abandoned railway line located on lands within Haldimand County, next to Side Road 30 (Burkett Road) Township of Wainfleet (the "Site");

**AND WHEREAS** the parties wish to enter into an agreement for administration and implementation of a construction contract for approximately 2.4km of limestone screening trail at the Site;

**AND WHEREAS** the NPCA has agreed to provide the Services as described herein;

**AND WHEREAS** on [date], County Council approved entering into an agreement with NPCA for the Services;

**NOW THEREFORE** this Agreement witnesses that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises herein, the parties agree as follows:

### **1. SERVICES**

(1) During the Term of the Agreement, the NPCA shall:

- (a) Manage the project in its entirety and will be responsible for providing administration of the contract documents at the Site, as more particularly set out in Schedule "A" – Trans Canada Trail Concept Plan, April 9, 2013 - attached hereto (the "Services");

- (b) Visit the place of work to view work in progress and quality of the work and to determine if the work is proceeding in compliance to the contract documents; report to the County any damages at the Site and perform repairs as directed by the County; and
- (c) Be responsible for coordination of all payments to the Contractor.
- (d) Be responsible for warranty inspections for a period no less than twenty four (24) months from the date of final acceptance of the work by the NPCA.

## **2. THE COUNTY'S OBLIGATIONS**

- (1) The County shall be responsible for all the infrastructure on the Site related to its former use as an abandoned railroad line.
- (2) The County shall allow the NPCA, its officers, employees, contractors and agents access to the Site twenty-four (24) hours a day, seven (7) days a week, during the term of this Agreement for the purposes of enabling it to perform its obligations under this Agreement. The County shall maintain existing roadways to the Site for such purpose.

## **3. TERM**

- (1) The term of this Agreement shall commence on July 22, 2013 and continue for no less than two (2) years and end on December 31, 2015.
- (2) Either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other party.
- (3) In the event of any delay or default caused by the NPCA, where such delay or default continues for seven (7) days following written notice to the NPCA by the County without resolution satisfactory to the County, the County may terminate the Agreement forthwith without further liability, damage or cost.

## **4. PAYMENT**

- (1) For all monies owed and payable, the NPCA shall submit invoices to the County after construction completion and final acceptance of the work by the NPCA.
- (2) The County agrees to process payment on all approved invoices for this contract within thirty (30) days of receipt thereof.

- (3) When the total amount paid by the Trans Canada Trail to the NPCA for work at the Site is received, the NPCA shall notify the County in writing.
- (4) The NPCA shall not charge administration fees on invoices to the County.

## **5. INSURANCE**

- (1) During the term of this Agreement, the NPCA and each and every subcontractor is required to maintain in full force and effect and at its own expense, the following insurance coverage:

- (a) Commercial General Liability (CGL) policy covering all activities as described in this Agreement. The policy shall be extended to include bodily injury and property damage, personal injury, products and completed operations, blanket contractual, broad form property and contractor's protective to a limit of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence. The policy shall include coverages for liability arising out of or resulting from the maintenance or use of premises by NPCA and operations necessary or incidental to the performance of this Agreement. A CGL policy that has an aggregate limit will not be acceptable. The policy shall be endorsed to include Haldimand County as an additional insured.

The policy shall include a cross liability clause written as follows:

*The insurance as is afforded by this policy shall apply in respect to any claim or action brought against anyone insured by any other insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. Any breach of a condition of this policy by any insured shall not affect the protection given by this policy to Haldimand County.*

- (b) Standard Automobile policy (OAP1) for both owned and non-owned vehicles with inclusive limits of not less than TWO MILLION DOLLARS (\$2,000,000).
- (2) All policies of insurance shall: (a) be written with an insurer licensed to do business in Ontario; (b) be non-contributing with, and will apply only as primary and not excess to any other insurance or self-insurance available to the County; and (c) contain an undertaking by the insurers to notify the County in writing not less than thirty (30) days before any material change, cancellation, lapse, amendment restricting coverage or termination of the policies.
- (3) Before the commencement of any activities hereunder, NPCA shall provide to the County, a Certificate of Insurance authorized by the insurer evidencing the



above policies. The County reserves the right to request a certified copy of the aforesaid policies.

- (4) NPCA understands and agrees that it is not, nor is anyone hired by it, covered by the County under the *Workplace Safety and Insurance Act*, S.O. 1997, c.16, Sched. A, as amended, and NPCA shall be responsible for and shall pay all dues and assessments payable under the *Workplace Safety and Insurance Act*, the *Employment Insurance Act*, S.C. 1996, c.23, as amended, or any act, whether Provincial or Federal, in respect of itself, its employees and operations, and shall furnish the County, if requested, with such satisfactory evidence that it has complied with the provisions of any such acts. The County is not the employer of NPCA or its personnel under any circumstances whatsoever.

## **6. INDEMNITY**

The NPCA shall indemnify and save the County harmless from and against all claims, demands or proceedings for loss, damage or injury, including death and from and against all costs and expenses which the County may sustain, suffer or incur, resulting from or arising directly or indirectly out of any act or omission of NPCA, its officers, directors, employees or agents, made pursuant, or purportedly pursuant to this Agreement or resulting therefrom in any way whatsoever.

## **7. DISPUTE RESOLUTION**

Disputes of any kind should be resolved at the lowest level of authority within both organizations. If escalation is required on specific Services, the parties shall resolve the dispute by convening a meeting with the General Manager, Planning and Economic Development, and the NPCA's Director, Land Management. If escalation is still required in a dispute over this Agreement, they shall resolve the dispute by convening a meeting of the parties with the Chief Administrative Officers of the County and NPCA.

## **8. GENERAL**

- (1) Entire Agreement

This Agreement is the entire agreement between the parties and may not be modified, changed, amended or waived except by signed written agreement of the parties.

- (2) Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

(3) Schedules

The following schedule is attached to this Agreement and incorporated herein:

- (e) Schedule "A" – Trans Canda Trail Concept Plan, April 9, 2013,  
The Services

(4) Waiver

No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the waiver and, unless otherwise provided in writing, shall be limited to the specified breach waived.

(5) Force Majeure

Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, act of God, or to any other cause beyond its control, except labour disruption. In the event Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

(6) Assignment

This Agreement may not be assigned or subcontracted by the NPCA without the County's prior written consent.

(7) Notices

Any notice given or required under this Agreement shall be served personally or via facsimile transmission and is effective as of the next business day following delivery as follows:

To the County:

Haldimand County  
Cayuga Administration Building  
45 Munsee St. N. Cayuga, Ontario N0A 1E0

Attention: Manager, Community Development & Partnerships  
Fax: (905) 772 - 3542

To the NPCA:

The Niagara Peninsula Conservation Authority  
250 Thorold Road West, Welland, Ontario L3C 3W2  
Attention: Director, Land Management Fax: (905) 788-1121

(8) Severability

Should any term or portion of this Agreement be found to be invalid or unenforceable, the remainder shall continue to be valid and enforceable.

(9) Successors and Assigns

This Agreement shall bind the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement.

**HALDIMAND COUNTY**

Per: \_\_\_\_\_  
Name: Craig Manley  
Position: General Manager

Per: \_\_\_\_\_  
Name: Sheila Wilson  
Position: Manager

We have the authority to bind the Corporation

**THE NIAGARA PENINSULA CONSERVATION AUTHORITY**

Per: \_\_\_\_\_  
Name: Bruce Timms  
Position: Authority Chairman

Per: \_\_\_\_\_  
Name: Tony D'Amario  
Position: C.A.O./ Secretary-Treasurer

I/We have the authority to bind the Corporation

**SCHEDULE "A"**  
**THE SERVICES**

SCHEDULE "A" - SERVICES

**Trans Canada Trail**  
**Concept Plan**  
for  
Trail Gap Construction  
**Wainfleet Feeder Connection**

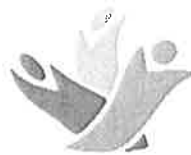
Project 06-0503

April 9, 2013

**Prepared by:**  
S. Wilson  
Haldimand County  
swilson@haldimandcounty.on.ca  
**and**  
Kathy Smith  
Niagara Peninsula Conservation Authority  
ksmith@npca.ca

**Prepared for:**  
Trans Canada Trail

**Submit by email to:**  
project@tcctrail.ca



*Trans Canada Trail*  
*Sentier Transcanadien*

**20**  
Years/Ans

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## **Wainfleet Feeder Connection Concept Plan**

### **1. EXECUTIVE SUMMARY**

This project implements the TCT 2017 Connection Plan by connecting trail systems in Haldimand County 06-0123-01 and the Niagara Region 06-0504-01 and completes this gap of TCT within Haldimand County and Niagara Region. This connection will be completed with both an “on road” section being a continuation of the 06-0123-01 along the Feeder Canal Road together with the development of an abandoned railway line owned by the Haldimand County (County) and connecting to a section owned by the Niagara Peninsula Conservation Authority (NPCA) to the east and eventually joining up with the Gord Harry Conservation Trail in Niagara Region.

Given the past experience of the NPCA developing the Gord Harry Conservation Trail, the NPCA will take the lead to manage the trail construction contract and administer project management services including:

- Supplying trail planning and design services to produce the necessary drawings and specifications for obtaining prices and constructing the trail.
- Administer a public tender to receive trail construction bids from prospective contractors, analyze bids received, award the construction contract and manage the contract paperwork.
- Manage the construction contract to supervise work in progress, verify compliance and oversee the trail construction to successful completion of the project.

The total length of the project comprises approximately 5.2 kilometers and will be developed as shown on the map in Appendix A. The total cost expected is approximately \$132,000.

### **2. BACKGROUND**

Haldimand County Council approved a Trails Master Plan in June 2009. Recommendations within the Master Plan included building a connection to Niagara Region through the Wainfleet Trail.

In June 2012, Haldimand County Council approved a 5 year Implementation Strategy for the Master Plan. The Wainfleet Trail connection was highlighted as an early priority for development.

In June 2006 the Gord Harry Conservation Trail officially opened to the public and has been well used by walkers, cyclists, horseback riders, and nature enthusiasts. The original trail concept was to provide a connection from Haldimand County to the City of Port Colborne and the Greater Niagara Circle Route. The completion of this western end of the trail into Haldimand County closes a gap along the trail route between Niagara Region and the County.

### **3. PARTNER DESCRIPTION**

Numerous community groups, trail users and the general public were consulted in the development of the Trails Master Plan. A recommendation within Haldimand County's Trails Master Plan is to establish a Trails Advisory Committee to review and recommend on the progress of the implementation of the plan. The make-up and membership of the Advisory Committee is attached as Appendix B.

This plan would complete the vision for the Gord Harry Trail that was established in partnership with the Niagara Peninsula Conservation Authority, the Township of Wainfleet, the Waterfront Regeneration Trust, the Greater Niagara Circle Route, and the Trans Canada Trail.

### **4. DESCRIPTION OF TRAIL**

#### **4.1 Trail Experience**

The route of this trail extension will provide a new link for those choosing to travel by way of a trail system, from Wainfleet in the Region of Niagara to the community of Dunnville and Port Maitland and the Lake Erie shore along the south limit of Haldimand County. The extension will follow the alignment of an abandoned rail line, northwest to Boulton Ditch Road and thereby to Canal Bank Road.

This trail project will provide linkages for the Gord Harry Conservation Trail to the road network in Haldimand County.

#### **4.2 Cultural, Historical and Natural History**

The Communities of Dunnville, Port Maitland and the entire southeast of Haldimand County was developed originally around a 'feeder' system to the Welland Canal that was part of a range of operating mills in the area. There is also a dam in Dunnville that was put in place to assist in the regulation of water levels in the Welland Canal until the late 1800's. There are many attractions in the area including the annual Mudcat Festival, the historic Dunnville Airport (home to RAF training during the Second World War and the current 'No. 6 RCAF Dunnville Museum.)

The area also features the scenic Port Maitland Pier and provides hiking opportunities at Rock Point Provincial Park.

This part of Haldimand County has a wide range of outdoor pursuits for enthusiasts of the natural environment.

The Gord Harry Conservation Trail provides residents and visitors easy access to Long Beach Conservation Area, the Wainfleet Wetlands, Wainfleet Bog, Morgan's Point, and the Lake Erie shoreline. This conservation trail offers many views of wildlife in their natural habitat, woodlots,



open fields and quarry lakes in the adjacent landscape, and links to the feeder canal (historic waterway).

### 4.3 Proposed Route

The proposed route extends the existing Gord Harry Trail in Niagara Region in Wainfleet Township and connects with the Feeder Canal Rd TCT in Haldimand County. This area has been identified as a Gap section of the Spinal Route and meets funding guidelines within the 2017 Connections Plan. The route is also consistent with the Greenways vision as it seeks to provide a wider range of exposure to the natural environment for users who choose to use the trails for the preferred activities of walking / hiking, cycling, with the potential of cross country skiing on a portion in the winter months.

The design of this trail connection will provide a safe and high quality linkage for on-road and off-road users. See Appendix 'A'.

### 4.4 Identification of Trail Type & Category

The proposed trail will be a combination of the Greenway Trail Category, where linkages are provided along off-road connections. A portion of the link will also be of the Roadway Trail category as a portion of the link will share the road with motorized vehicles.

The Greenway portion of the link will be completed with a gravel surface, while the Roadway portion will be paved (asphalt).

### 4.5 Description of Trail Users

Trail use will be open to all non-motorized users, including cyclists, walkers, hikers and, over a portion, potentially cross country skiers. As at least a portion of this link will be on-road, specific signage as to the route and safe use will be part of the detail design plan

### 4.6 Projected Use Intensity

Activity	High	Medium	Low	N/A
Walking/Hiking	X			
Biking	X			
Horseback Riding			X	
Canoeing/Kayaking				X
Cross-country Skiing			X	
Snowmobiling				X
Snowshoeing			X	

Rollerblading				X
Other:				

## 5. COMMUNITY SUPPORT

Extensive community engagement occurred both in the development of the Trails Master Plan and the Implementation Plan (5 Year Strategy). Public input was sought via email, newspaper advertisements and open houses.

The Haldimand Trails Advisory Committee consists of representatives of the general public and specific user groups. This committee was established to fulfill a recommendation of the Trails Master Plan document adopted by Council.

Haldimand County is providing consultation and opportunity for the public to review the trail plans before construction.

Local residents will be made aware of the construction process as part of the implementation plan of this trail linkage.

The Niagara Peninsula Conservation Authority supports promotion and marketing of the trail with their website and media communications, maintains the Gord Harry Conservation Trail, and provides public outreach to local landowners.

## 6. BENEFITS TO THE COMMUNITY

Consistent with the benefits of most trails of this kind, the implementation of the Wainfleet to Dunnville link has the following benefits:

- Increased opportunities for expression of healthy lifestyle choices through walking, and cycling;
- Social benefits through the connection between local communities;
- Less reliance on the automobile for recreational pursuits;
- Economic benefits for property owners and business people with interests near the route or at its terminus.
- Provides easy access to conservation areas for leisure and recreation, nature appreciation, and contact with the natural environment.

## 7. LAND PERMISSIONS

The on-road links will be part of road allowances owned by Haldimand County. The off-road link along the abandoned rail line is also owned by the Haldimand County and the Niagara Peninsula Conservation Authority.

## **8. LIABILITY INSURANCE**

A certificate of Liability insurance will be provided to TCT prior to initiation of the project from both Haldimand County and the NPCA.

## **9. ENVIRONMENTAL ASSESSMENT**

An Environmental Screening form is attached as Appendix E. At this time there is no indication that either a Provincial or Federal Environmental Assessment is required

## **10. INFRASTRUCTURE REQUIREMENTS**

Given the existing condition of the potential routes for this link, there are no requirements for the addition of supportive infrastructure for this initiative.

<b>Infrastructure Type</b>	<b>Length (if applicable)</b>	<b>GPS location (if possible)</b>

## **11. WAYFINDING SIGNAGE REQUIREMENTS**

The proposed trail linkage will follow the guidelines for wayfinding of the TCT and the County's Trail Master Plan. The TCT logo will appear prominently and the design will be in keeping with the existing TCT signage within the County and the adjacent municipality this trail will link to.

## **12. OPERATION & MAINTENANCE**

The Niagara Peninsula Conservation Authority Lands Management division provides labour, materials, and equipment to routinely monitor and maintain the Gord Harry Conservation Trail for public use and enjoyment.

Similar standards of trail maintenance will be provided for this trail under a mutually satisfactory maintenance agreement between NPCA and Haldimand County.

### 13. GRANT RECOGNITION AND TRAIL OPENING EVENT

The TCT Grant will be recognized through signage at trail heads where the trail crosses public roadways. The trailhead will also feature a recognition sign in conjunction with a route map that will illustrate the extents of the Trail and the extents to which TCT has assisted in funding.

For the opening event, pre-event advertising will give credit to the TCT along with Haldimand County and the NPCA as partners in the initiative. At the opening event itself, TCT will be offered space and public time to deliver their message in conjunction with the grand opening of the Wainfleet Feeder Connection link. The NPCA will assist in promotion and marketing of this event in Niagara Region.

### 14. PROJECT SCHEDULE

<b>Project Milestone</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Estimated Required Cash Flow</b>
<b>Planning</b>			
e.g. Route confirmation	March 2013	April 2013	n/a
<b>Outstanding Approvals</b>			
e.g. Environmental assessment completed	March 2013	April 2013	n/a
e.g. Insurance certificate		April 2013	n/a
<b>Trail and Infrastructure Construction</b>			
e.g. Trail Preparation	June 2013	July 2013	25%
e.g. Topcoat	July 2013	August 2013	50%
<b>Trail Signage</b>			
e.g. Signage Installation	July 2013	August 2013	n/a
<b>Trail Opening</b>			
e.g. Trail Opening	Labour Day	September 2013	25%
e.g. Trail Opening Event	Mid to late	September 2013	n/a

### 15. BUDGET

**Total Cost of Project:** \$132,000  
**Requesting Funds from the TCT:** Yes - \$72,000

<b>Projected Expenditures</b>	<b>Total Cost (Cash &amp; In-kind)</b>	<b>Funded by Other Sources</b>	<b>Requested from TCT</b>
<b>Trail Planning (funded up to 100%)</b>			
Design Fees	\$9,500		\$9,500
Permits			
Engineering	\$1,800		\$1,800
Environmental assessments			
Travel	\$700		\$700
Other (specify):			
<b>Trail Planning Sub-total</b>	<b>\$12,000</b>		<b>\$12,000</b>
<b>Trail Construction (funded up to 50%)</b>	2.41 Km of trail		
Material	\$48,500		\$24,250
Labour	\$13,500	\$17,000	\$6,750
Equipment	\$13,500	\$21,000	\$6,750
Regulatory/safety signage	\$13,500	\$1,000	\$6,750
Signage posts and anchors	\$9,000	\$1,500	\$4,500
Bridges & culverts	\$10,500		\$5,250
Other (specify):			
<b>Trail Building Sub-total:</b>	<b>\$95,000</b>	<b>\$40,500</b>	<b>\$47,500</b>
<b>Trail Infrastructure (funded up to 50%)</b>			
Material			
Labour			
Equipment			
Bridges & culverts			
Regulatory/safety signage	\$1,000		\$500
Signage posts and anchors			
Other (specify): Gates	\$7,000		\$3,500
Benches, Trash Cans	\$7,000		\$3,500
<b>Trail Infrastructure Sub-total:</b>	<b>\$15,000</b>	<b>0</b>	<b>\$7,500</b>
<b>Project Administration Costs (funded up to 50%)</b>			
Project Staff salaries	\$ 7,000	\$2,500	\$3,500

Rental of space (short-term)			
Other (specify): Trail Opening Event	\$3,000	\$1,000	\$1,500
<b>Project Admin Costs Sub-total:</b>	<b>\$10,000</b>	<b>\$3,500</b>	<b>\$5,000</b>
<b>Trail Maintenance Costs (not eligible for TCT funding)</b>			
Seasonal	\$2,000	\$2,000	
Annual			
Long-term			
Other (specify):			
<b>Trail Maintenance Sub-total:</b>	<b>\$2,000</b>	<b>\$2,000</b>	<b>0</b>
<b>Trail Administration Costs (not eligible for TCT funding)</b>	Covered under existing full time staff		
Trail Administrator salaries			
Office expenses			
Rental of space (long-term)			
Other (specify):			
<b>Administration Sub-total:</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Projected Expenditures</b>	<b>\$132,000</b>	<b>\$46,000</b>	<b>\$72,000</b>
<b>REVENUES</b>	<b>Confirmed or Applied for</b>	<b>In-Kind Contributions</b>	<b>Balance Required</b>
<b>Total Revenues</b>	<b>\$46,000</b>		<b>\$72,000</b>

**NOTE:**

Services to be provided by NPCA include items such as:

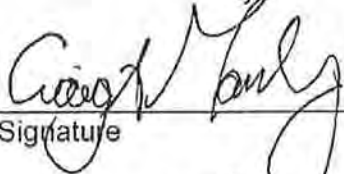
- In kind donation of npca staff labour and equipment
- Trail planning, mapping, construction tender and management assistance
- Project administration and inspections during trail construction
- Staff maintenance for the first year the trail is open to the public with the understanding future maintenance services would be negotiated with Haldimand County for the lands owned by the County.


- There is an existing gate and signage in place on the NPCA trail at Side Road 30 that is included as existing trail infrastructure for this project, noted under the trail infrastructure section above.

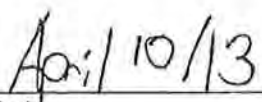
## 16. SUPPORT AND APPROVALS

This Concept Plan is supported by:

Haldimand County

  
Signature

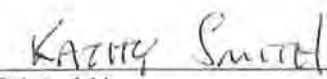
  
Printed Name

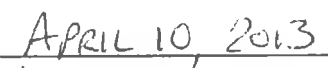
  
Date

This Concept Plan is supported by:

Niagara Peninsula Conservation Authority

  
Signature

  
Printed Name

  
Date

This Concept Plan is supported by:

Provincial and Territorial Partner – Trans Canada Trail Ontario

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

This Concept Plan approved by:

National Director of Trail, Trans Canada Trail

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Signature

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Printed Name

---

Date



## **17. APPENDICES**

### **APPENDIX A                      MAP OF PROPOSED TRAIL ROUTE**

A Concept Route Plan has been attached as Appendix A.

### **APPENDIX B                      LIST OF BOARD MEMBERS OF APPLYING TRAIL GROUP OR ORGANIZATION, OR KEY STAFF MEMBERS OF PUBLIC AGENCIES**

Primary staff Contact from Niagara Peninsula Conservation Authority, Kathy Smith, Conservation Planner, 250 Thorold Road West 3<sup>rd</sup> Floor, Welland ON 905 788-3135 ext 258

Primary staff Contact from Haldimand County, Sheila Wilson, Manager Community Development & Partnerships, 45 Munsee St. N. Cayuga ON 905 318-5932 ext 239.

The following are current members of the Haldimand County Trails Advisory Committee (HCTAC):

- |                   |  |
|-------------------|--|
| • Rick Armstrong  | Ontario Trail Riders Association, Dry Lake Saddle Club |
| • Jenny Bryce     | Selkirk Chamber of Commerce                            |
| • Janet DeVos     | Lower Grand River Land Trust – Ruthven Park            |
| • Kevin Hamilton  | Citizen  |
| • Brian Hill      | Dunnville Lions Club                                   |
| • Dave Ferguson   | Caledonia Rotary Club                                  |
| • Paul Makey      | Haldimand Area ATV Club                                |
| • Scott Mallory   | Cyclist  |
| • Janey Marshall  | Citizen  |
| • Stephen Peacock | Cyclist  |
| • Mike Stewart    | Citizen  |
| • Bill Stoneman   | Citizen  |

Councilor Grice, staff members representing Facilities & Parks Operations, Tourism, Engineering, Planning. Various key stakeholders are invited in when expertise is required ie. Grand River Conservation.

### **APPENDIX C                      LANDOWNER PERMISSIONS**

Lands affected by the proposed alignment are all owned by Haldimand County and Niagara Peninsula Conservation Authority

### **APPENDIX D                      LIABILITY INSURANCE CERTIFICATE**

Certificate of Liability Insurance will be provided to TCT prior to initiation of work.

## **APPENDIX E ENVIRONMENTAL ASSESSMENT**

An Environmental Pre-Screening Form has been attached.

## **APPENDIX F AGREEMENT**

Agreement between Niagara Peninsula Conservation Authority and Haldimand County attached.

## **APPENDIX G TRAIL PHOTOS**



East Trail Entrance at Side Road 30, Wainfleet.

West Trail Entrance at Hutchinson Road, Haldimand.County



Trail looking west at Haldimand County boundary.



Existing Gord Harry Conservation Trail at Sideroad 30, Wainfleet.





**To:** Chairman and Members of the Authority

**Date:** March 20, 2013

**Subject:** Terms of Reference - Policies, Procedures and Guidelines for the Administration of Ontario Regulation 155/06 and Land Use Planning Policy Document; Report No.68-13

At the March 20, 2013 Board meeting, staff brought forward Report No. 20-13 which identified the reasons behind the need for NPCA to update its planning and regulation policies and outlined the process for this to occur.

The Strategic Plan Working Group, Sub Committee, Development Approvals - Technical Working Group recently completed its content draft of recommended policy revisions. The attached Terms of Reference are for the purpose of selecting a consultant to undertake the balance of the work plan, as discussed in Report No. 20-13. The consultant's main tasks are:

- i) to take the draft content of the Technical Working Group and format the information into a more customer friendly format (i.e. additional graphics, less technical wording where possible, etc.)
- ii) to undertake the wider landowner, stakeholder and public consultation on the draft policy
- iii) to prepare a summary of the issues raised in the consultation for the NPCA Board
- iv) to prepare final policy documents (2) and related technical appendices
- v) to provide training on implementing the new policies for NPCA and Municipal staff.

The consultant will also be expected to utilize the "Model to Evaluate & Set New Policy" produced in the course of the ongoing Corporate Planning exercise by the Sub Committee, Policy Development Tools, May 2013.

With reference to the previous report, the budget for this work was established at approximately \$40,000. Staff is hoping to have this exercise substantially completed by April of 2014, however, timelines and budget will be affected to some degree by the content of the feedback from the consultation process.

Staff would suggest inviting proposals from three (3) multi discipline firms, as it is felt that the scope of this work is beyond a single specialty. After the proposals are received and ranked, a further report will be brought back to the Board for its consideration, before and in order to award the work.

#### **ATTACHMENTS:**

- 1) Terms of Reference - Policies, Procedures and Guidelines for the Administration of Ontario Regulation 155/06 and Land Use Planning Policy Documents
- 2) Staff Report # 20-13, dated March 20, 2013

**RECOMMENDATION:**

**That Report No. 68-13 be received for information.**

**That the NPCA Board endorse attached Terms of Reference for the update of the NPCA planning and regulation policies; and,**

**That staff be authorized to issue a formal Request for Proposals for the work laid out in the Terms of Reference.**

Prepared by: John Kukalis, C.E.T.; Director, Water Management

Respectfully Submitted By:



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

# TERMS OF REFERENCE

## Policies, Procedures and Guidelines for the Administration of Ontario Regulation 155/06 and Land Use Planning Policy Document Update Process - July 2013

### **BACKGROUND**

The NPCA's document titled "Policies, Procedures and Guidelines for the Administration of Ontario Regulation 155/06 and Land Use Planning Policy Document" was adopted by the Board in December 2007. Previous to this, changes by the Province were made to the Conservation Authorities Act and subordinate Regulations to include Wetlands as regulated features. Since 2007, a number of amendments have been made to the CA Act resulting in three sets of minor housekeeping amendments to NPCA policies. In addition, a number of new Provincial Statutes have come into play since 2007 (i.e. Green Energy Act, etc.)

In 2013, NPCA's Regulation was amended by the Province. As well, a recent Superior Court ruling asserted that NPCA's Policies valley land policy prohibitions are so broad as to be overly restrictive. This has collateral implications in that broad prohibitions must be removed from NPCA Policy and replaced with more finite limitations.

At the March 20, 2013 meeting of the NPCA Board a report to address this was approved. (*Refer: to Report #20-13*). The report proposed a new process for undertaking a comprehensive update to NPCA's development review and permit approval policies. It was acknowledged that substantive revisions were required to the NPCA policy document, and the Board established a Technical Working Group for the purpose of preparing a Preliminary Draft Policy Document. The group is focussed on clarifying NPCA's roles to the development community and achieving an improved balance between conservation and business priorities.

As the first key step in the policy revision process, the Technical Working Group believed that NPCA's Development Planning Policies should be separated from NPCA's Regulatory Permit policies. Accordingly, the Group produced two draft policy documents which are the starting point for the Consultant selected to undertake the balance of the Policy Update process.

### **WORK TO BE UNDERTAKEN**

The work to be undertaken by the consultant can generally be described as:

- i) to take the draft content policy of the Technical Working Group and format the documents into a more user friendly format (i.e. additional graphics, less technical wording where possible, etc.)
- ii) to undertake the wider landowner, stakeholder and public consultation on the draft policy that is necessary
- iii) to prepare a summary the issues raised in the consultation for the Board's consideration
- iv) to prepare final policy documents (2) and related technical appendices
- iv) to provide training on the new policies for NPCA and Municipal staff.

The work to be undertaken by the Consultant will consist of the following main tasks:

#### **1. Prepare 1<sup>st</sup> Formal Draft of Policy Documents**

*Prepare two separate documents as follows:*

- ✓ Policies, Procedures and Guidelines for the Administration of Ontario Regulation 155/06

✓ Land Use Planning Policy

The consultant's work will include reviewing, formatting and organizing the preliminary "*Content Drafts*" as prepared by the Technical Working Group. The consultant will also prepare the necessary technical appendices and glossaries as called for in the drafts. It is expected that content for the technical appendices including figures, will be created by the consultant in consultation with NPCA staff.

Proposals should include a summary of the work and resources required to accomplish this.

## **2. Consultations & Policy Analysis**

The consultant will arrange and hold consultation meetings to solicit comment from the following key groups:

- ✓ affected landowners,
- ✓ industry groups,
- ✓ municipal representatives
- ✓ general public.

The consultant is expected to prepare a "Consultation Working Paper" to include summaries of the concerns and/or issues with the policy resulting from the consultation and advise NPCA as to their relevancy.

To assist in this, a policy analysis tool/modal has been developed through the Board's on-going Corporate Planning Process and will be provided to the Consultant.

The consultant's proposal should specify a clear plan including, but not limited, a timeline and details pertaining communication efforts for each of the interest groups identified above. The consultant should ensure that all primary communications tasks will be included in their proposal (i.e. drafting advertisements and questionnaires, mail outs, etc.) The NPCA will pay the direct external costs for placing ads in local media, venue rental and web hosting).

## **3. Prepare 2<sup>nd</sup> Formal Draft of Policy Documents**

After receiving direction on the matters raised in the "Consultation Working Paper", the consultant will prepare a revised 2<sup>nd</sup> Formal Draft of the Policy Documents for posting on the web for a 30 day review period. The consultant will also recommend timelines and mechanisms for final revisions.

## **4. Training**

The proposal should include a proposal to hold three (3) Training Sessions for frontline implementation staff to familiarize them with the new documents upon approval by the NPCA Board. One session will be specifically for NPCA staff and two sessions/dates for Municipal staff.

## **SCHEDULE**

It is anticipated that the preferred consultant will be selected in late September 2013. Some key dates for the work plan /schedule to recognize are as follows:

- **December 11, 2013:** 1<sup>st</sup> Draft of Policy Documents(2) must be completed and submitted for inclusion in the Board's December Agenda Package. Board approval is necessary before moving to formal consultation.

- **March 12, 2014:** Consultants Report re: "Summary of Issues" raised during consultation must be submitted for inclusion in the Board's March Agenda Package



- **April 14, 2014:** 2<sup>nd</sup> Draft of Policy Documents(2) to be completed and posted online for final review by public

### **SUB-CONSULTANTS**

The proposal should list all proposed Sub-Consultants, if any (i.e. communications, environmental, etc.).

### **SELECTION CRITERIA AND DISCLOSURE**

- ✓ The preferred firm will be selected based on the NPCA's Consultant Selection Policy.
- ✓ The consulting team should have demonstrated experience in planning in Ontario as it relates to Conservation Authorities, technical natural hazard and heritage experience, and public communications.
- ✓ Consultants submitting proposals are advised that all and/or part of their proposal may be made available to the public as part of NPCA's evaluation process. Consultants are advised that they **should not include any materials in their submissions that they do not wish to be made public.**

### **LIST OF REFERENCE MATERIAL**

(ftp. link and password will be included in the request for proposal)

- ✓ Draft Content NPCA Regulation/Permit Policy – Sub Committee, Development Approvals - Technical Working Group, May 2012
- ✓ Draft Content Planning Policy – Sub Committee, Development Approvals – Technical Working Group, May 2012
- ✓ Model to Evaluate & Set New Policy – Sub Committee, Policy Development Tools, May 2013
- ✓ Regulation of Watercourses, Valleylands, Shorelines and Wetlands - O.Reg. 155/06
- ✓ Conservation Authorities Act
- ✓ Superior Court Ruling
- ✓ Natural Hazard Technical Guidelines - MNR 2001
- ✓ Great Lakes – St. Lawrence River System and Large Inland Lakes – MNR 2001
- ✓ NPCA MOU with Niagara Municipalities



250 Thorold Road West, 3rd Floor, Welland, Ontario L3C 3W2  
Telephone 905.788.3135 : Facsimile 905.788.1121 : www.npca.ca

**COPY**

**To: Chairman and Members of the Authority**

**Date: March 20, 2013**

**Subject: Policies, Procedures and Guidelines for the Administration of Ontario Regulation 155/06 and Land Use Planning Policy Document – Update Process;  
Report No. 20 - 13**

The purpose of this report is to bring forward a proposed process from the Corporate Planning Sub Committee for Development Process to update the NPCA's primary development criteria document titled "Policies, Procedures and Guidelines for the Administration of Ontario Regulation 155/06 and Land Use Planning Policy Document". The document was first developed and adopted in December 2007 with 4 sets of housekeeping amendments made since, the last in October 2011.

As the first stage of the Corporate Planning process is approaching conclusion, the Sub Committee charged with examining and recommending changes to improve NPCA's activities in processing development approvals process has completed the bulk of its goals. Nonetheless, this Sub-Committee believes that one major task that is somewhat beyond the scope of its original mandate needs to be completed.

The Development Approvals Process Sub Committee believes, as do NPCA Senior staff, that NPCA's primary development guidance document requires a fundamental rewrite. To date, the Development Approvals Sub Committee is working at finalizing what it believes are the more substantive revisions required in the current document. The largest departure from the existing document contemplated is arguably an attempt at provisions to allow for infill and re-development where wetlands extend into urban commercial and industrial areas and municipal services have previously been extended/exist. There is also a general relaxing of criteria for accessory uses in wetlands. Another significant set of updates drafted relates to works on valleylands, where provisions must be broadened to recognize implications stemming from a recent Provincial Superior Court ruling. Finally, lesser albeit significant revisions have also been contemplated for works in floodplain and shoreline areas.

While some of the proposed draft revisions are a significant departure from current policy it is important to understand that many of the revisions suggested could not have been reasonably contemplated at the time the original policy was drafted by NPCA due to limited data on wetland quantity and quality in the overall watershed at that time. Since 2008, NPCA Senior staff believe we have gathered enough additional information on the wetlands in Niagara to support some of the suggested revisions that upon initial read, seem to contradict Provincial Policy. The Development Process Sub Committee has set up a "Technical Working Group" that is in the process of finalizing the first formal draft of the revised Policies, Procedures and Guidelines for the Administration of Ontario Regulation 155/06 and Land Use Planning Policy Document. This should be completed in May.

Nevertheless, the Development Process Sub Committee believes that in addition to technical policy revisions, the Policy document contains a significant amount of preamble and commentary that does not reflect the current situation Provincially or locally. Further, users have complained that the current document is confusing and lacks graphics that would help clarify some of the criteria and concepts.

Therefore, the Development Process Sub Committee believes as do NPCA Senior staff that upon completion of the technical revision by the "Technical Working Group", that an outside firm should be retained to fundamentally rewrite NPCA's Policies, Procedures and Guidelines for the Administration of Ontario Regulation 155/06 and Land Use Planning Policy Document. In this regard, this will be a major undertaking and will also necessitate a number of public open houses to obtain feedback on the new document as per the recommendations from the CALC and indeed for public transparency.

NPCA Staff estimate an exercise of the magnitude contemplated will cost approximately \$ 40,000, however, this figure could rise depending on the amount of public input and related revisions the Board in prepared to entertain. Staff advise that it is important for obvious reason that we gather public input, however, we also are mindful that some practical relaxing of policies respecting wetlands and valleylands is acutely needed as soon as possible.

At this time, the Development Process Sub Committee would like to advise and obtain the Board's endorsement for the "Technical Working Group" to complete it's recommended revisions and then carry on with developing a "Terms of Reference" that would be used to issue a "Request for Proposals" from firms to rewrite the "Policies, Procedures and Guidelines for the Administration of Ontario Regulation 155/06 and Land Use Planning Policy Document" in a more user friendly fashion, as well as to consult with the public.

It is expected that the main work of the Development Process Sub Committee will be completed in May, but that sometime afterwards would be needed to finalize both the technical revisions and prepare the terms of reference. A call for proposals would therefore not occur until mid-year at the earliest. Before issuing the call for proposals the "Terms of Reference" would be brought back to the Full NPCA Board for approval and establishment of a budget.

**RECOMMENDATION:**


That Report No. 20 - 13 be received for information.

That the NPCA Board endorse the Technical Working Group of the Development Process Sub Committee to finalize draft revisions to and prepare a Term's of Reference for developing a new "Policies, Procedures and Guidelines for the Administration of Ontario Regulation 155/06 and Land Use Planning Policy Document".

That the NPCA Board direct staff to report back upon completion of the Technical Working Group's draft Terms of Reference with the terms, timelines and budget recommendations to complete the update document including a public consultation process.

Prepared by: John Kukalis, C.E.T.; Director, Water Management

Respectfully Submitted By:

  
\_\_\_\_\_  
Tony D'Amario, P. Eng.  
Chief Administrative Officer/Secretary-Treasurer



**To: Chairman and Members of the Authority**

**Date: July 10, 2013**

**Subject: Woodend Lease Renewal – Report No. 69-13**

In September, 2012, the District School Board of Niagara notified the NPCA that they wished to take advantage of the lease renewal option for the Woodend Site. The current lease is for a 21-year period. It is due to expire on December 30<sup>th</sup>, 2013, however there is provision for two additional renewals of 21-years each.

Members will recall that this site is the location of the proposed "Walker Living Campus" at Woodend Conservation Area. Given that the DSBN will be investing a great deal of capital into the development of this facility, they wish to secure the continued lease of the property for the maximum period of time. As such, they have provided a lease renewal agreement, indicating their desire to enter into another 21-year lease, and construct a new facility on this location. They also provide advanced notice of intent to enter into another 21-year period, following the expiry of the next lease. A copy of the proposed agreement is attached to this report along with a copy of the existing lease agreement.

Staff does not have any concerns with the proposed agreement. It should provide assurances required for the DSBN to begin construction, secure in the knowledge that they will continue to occupy the property. The agreement also clarifies the ownership status for the new facility. The new buildings will be owned by the DSBN, and surrendered to the NPCA at the termination of the lease agreement. The existing terms of the lease will continue to be in effect, however some of the Authority's responsibilities as "landlord" may change with respect to the new building. An initial review of the agreement by the Authority's lawyer did not raise any concerns. We are awaiting a more detailed review, which will be available at the July 16<sup>th</sup> Board Meeting.


**RECOMMENDATION:**

**That Report No. 69-13 regarding the proposed DSBN Lease Renewal Agreement be received; and,**

**That staff be authorized to enter into the agreement with the District School Board of Niagara for the renewal of the Woodend Lease, based on existing terms, for an additional two periods of 21-years each.**

Prepared by: Darcy Baker – Director, Land Management

Respectfully Submitted By:

  
\_\_\_\_\_  
Tony D'Amaro, P. Eng.  
Chief Administrative Officer/Secretary-Treasurer

**THIS LEASE** made in duplicate the 5th day of December, 1991, in pursuance of the Short Forms of Leases Act and the Landlord and Tenant Act.

**B E T W E E N:**

**THE NIAGARA PENINSULA CONSERVATION AUTHORITY**  
(herein called the "Landlord" or the "Authority")

OF THE FIRST PART

-and-

**THE LINCOLN COUNTY BOARD OF EDUCATION**  
(herein called the "Tenant" or the "Board")

OF THE SECOND PART

**WHEREAS** the Landlord is the registered owner of those lands and premises located in the Town of Niagara-on-the-Lake, in the Regional Municipality of Niagara and Province of Ontario, and being composed of Part of Lot 183, in the Town of Niagara-on-the-Lake, comprising two (2) acres more or less within the Woodend Conservation Area, which lands are shown as Part 1 on Plan 30R-6886 attached hereto as Schedule "A" (herein called the "Leased Premises");

**AND WHEREAS** the Landlord has agreed to lease unto the Tenant the Leased Premises;

**AND WHEREAS** the Tenant wishes to use and occupy the Leased Premises for the purpose of conducting an Environmental and Outdoor Conservation Education program for the benefit of its elementary and secondary school pupils:

**NOW THEREFORE THIS AGREEMENT WITNESSETH:**

**PREMISES**

- 1.01 **IN** consideration of the rents, covenants, and agreements herein contained on the part of the Tenant to be paid, observed, and performed, the Landlord leases unto the Tenant the Leased Premises, together with a right of access, ingress and egress to and from the Leased Premises, together with others entitled thereto, over the entry road serving the Woodend Conservation Area.
- 1.02 **THE** Tenant shall have the exclusive use and occupancy of the Leased Premises. Any exceptions to the said exclusive use and occupancy of the Leased Premises shall be subject to the prior written agreement of the Tenant.
- 1.03 **IN** addition, the Tenant shall have free and unrestricted access to that part of the Woodend Conservation Area which is not included in the Leased Premises, for the purpose of conducting environmental and outdoor education programs. The Tenant shall have priority access to the Woodend Conservation Area and the Landlord will not permit other persons to use or occupy the Woodend Conservation Area if such use or occupancy would in any way interfere or infringe upon the educational program being conducted by the Tenant.

**TERM**

- 2.01 **TO HAVE AND TO HOLD** the Leased Premises for a term of twenty-one (21) years, less a day commencing on the 1st day of January, 1992 and ending on the 30th day of December, 2013.
- 2.02 **THE TENANT** shall have the option to renew this lease upon the expiry of the original term for an additional period of 21 years less a day, upon the expiry of which the tenant may at its option renew this lease for a further period of 21 years less a day.

**RENT**

- 3.01 THE Tenant shall pay unto the Landlord during the term, as rent, the sum of one dollar (\$1.00) per annum, in Canadian funds.
- 3.02 ALL payments required to be made by the Tenant under or in respect of this Lease shall be made to the Landlord's office or to such agent or agents of the Landlord or at such other place as the Landlord may direct the Tenant.
- 3.03 IN addition to the rent payable under paragraph 3.01, the Tenant covenants to conduct an environmental and outdoor education program upon the Leased Premises and to undertake and complete certain phased-in repairs, renovations and improvements to the Leased Premises, in accordance with the outline attached hereto as Schedule "B". The Landlord shall permit the Tenant to extend beyond the boundary of the Leased Premises in order to expand, repair or improve and sewage system if necessary.

**PAY RENT**

- 4.01 THE Tenant covenants with Landlord to pay rent.

**TAXES**

- 5.01 THE Tenant shall pay to the appropriate municipal authority all realty taxes, local improvement rates, duties, levies, and assessments whatsoever, whether municipal, parliamentary, or otherwise, charged upon or levied against the Leased Premises or any part thereof, or charged on account thereof and all taxes and rates imposed in substitution therefor.

**UTILITIES AND OUTGOINGS**

- 6.01 THE Tenant shall pay all outgoings, including the cost of fuel, electricity, telephone, and water and sewage services, supplied to the Leased Premises.

**INSURANCE**

- 7.01 THE Landlord shall maintain public liability and property damage insurance, including personal injury, in respect or the use and occupation of the Leased Premises by persons using the Leased Premises by arrangement between the Landlord and Tenant.
- 7.02 THE Tenant, in the names of Tenant and the Landlord, shall arrange to have placed at its expense:
- (i) Insurance on the Leased Premises for an amount up to the full replacement value thereof;
  - (ii) Insurance on boilers, machinery, pressure vessels, air conditioning equipment, electrical apparatus, and other like objects, including insurance for loss or damage caused by the explosion, rupture or failure thereof;
  - (iii) Plate glass insurance;
  - (iv) Insurance against loss by such insurable hazards as the Landlord may from time to time reasonably request on a replacement cost basis in amounts sufficient to cover the cost of replacement of all alterations, decorations, fixtures, additions and improvements made, installed, brought, maintained, or stored by the Tenant on the Leased Premises;

-3-

- (v) Public liability and property damage insurance, including personal liability insurance, in respect of the Leased Premises and the use and occupation thereof.
- 7.03 **THE** proceeds of all insurance on the Leased Premises shall be paid to the Landlord and the Tenant as their interests may appear, upon the occurrence of any loss. In case of damage to, or the total or partial destruction of the Leased Premises or any part thereof, by force or otherwise, the Tenant shall give the Landlord prompt notice thereof and the Landlord, subject to paragraph 22.01, herein shall proceed to restore the property so damaged to the same condition as prevailed immediately prior to the occurrence of such damage.
- 7.04 **NO** policy may be cancelled or its coverage reduced without thirty days prior written notice to the Landlord.
- 7.05 **IF** the buildings and adjacent grounds are abandoned by the Tenant for three consecutive years, then this lease may be terminated by the Authority and all improvements on the said Leased Premises shall vest in the Authority.

#### QUIET ENJOYMENT

- 8.01 **THE** Landlord covenants with the Tenant for quiet enjoyment.

#### USE OF PREMISES

- 9.01 **THE** Leased Premises will not during the said term be used for any purposes other than that of an environmental and outdoor education centre and residence, and for any other purpose consistent with the educational use of the Woodend Conservation Area.

#### COMPLY WITH LAWS AND REGULATIONS

- 10.01 **THE** Tenant, at its own expense, shall promptly comply with the requirements of every applicable statute and law and with every applicable lawful regulation and order, with respect to the use or occupation of the Leased Premises.

#### REPAIRS AND MAINTENANCE

- 11.01 **THE** Tenant, at its own expense, shall operate, maintain, and keep the buildings and grounds at the Leased Premises in good order and condition, and promptly make all needed repairs and replacements (reasonable wear and tear, and insured hazards covered by paragraph 22.01 hereof, excluded), including repair of wear and tear to the extent necessary to maintain the Leased Premises in a neat and clean condition. The Tenant shall keep well-painted at all times the interior of the Leased Premises in accordance with the reasonable requests of the Landlord.
- 11.02 **WITHOUT** limiting the generality of the foregoing, the Tenant shall be responsible for maintenance and repair of the heating, electrical and plumbing in the Leased Premises, for replacement of plate glass in the Leased Premises, for removal of snow and ice from the Leased Premises, and for landscaping maintenance. The tenant may, at its own expense, add environmental or other landscaping, at its own discretion, consistent with the purpose of the Environment and Outdoor Education Centre.
- 11.03 **THE** Landlord, at its own expense, shall be responsible for the maintenance of and snow removal from Regional Road 70 to the Leased Premises at the current level of service.

-4-

- 11.04      **THE** Tenant acknowledges and accepts the access road from Regional Road 70 to the Leased Premises in its current condition.

**IMPROVEMENTS**

- 12.01      **ANY** alterations, additions, or improvements made by the Tenant to the Leased Premises shall be completed in a good and workmanlike manner, and in accordance with the applicable by-laws and regulations of the municipal and governmental authorities having jurisdiction thereover, subject to prior approval by the Niagara Peninsula Conservation Authority, such approval not to be unreasonably withheld.

**FIXTURES**

- 13.01      **PROVIDED** that all alterations, additions, improvements, and fixtures (other than fixtures in the nature of trade or tenant fixtures) upon the Leased Premises shall remain upon the Leased Premises and become the property of the Landlord at the expiry of this lease.

**SIGNS AND ADVERTISING**

- 14.01      **THE** Tenant shall have the right to include a notice identifying the location of the Tenant at the entrance of the premises, provided such notice is consistent with the general signage used by the Landlord at the Woodend Conservation Area.

**STATE OF CLEANLINESS**

- 15.01      **THE** Tenant shall keep the premises in a clean and wholesome condition.

**RIGHT TO INSPECT PREMISES**

- 16.01      **IT** shall be lawful for the Landlord and its agents and other persons authorized by it, with a representative of the Tenant in attendance, at all reasonable times to enter the Leased Premises to examine the condition thereof.

**RE-ENTRY**

- 17.01      **PROVISO** for re-entry by the Landlord on non-payment of rent or non-performance of the Tenant's covenants and agreements.

**WAIVER OR BREACH**

- 18.01      **THE** failure of the Landlord to insist upon the strict performance of any of the terms and conditions hereof shall not be deemed a waiver of any rights or remedies the Landlord may have and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

**INJURIES, DAMAGES, ETC.**

- 19.01      **SAVE** for loss or damage caused by the negligence of the Landlord or by those using and occupying the Leased Premises under arrangement between the Landlord and Tenant, the Landlord shall not be responsible in any way for any injury or death of any person or property on the Leased Premises, including any loss by theft or breakage, or by steam, water, rain or snow which may leak into, issue, or flow from any part of the Leased Premises or any adjacent or neighbouring lands or premises.



-5-

**ASSIGNMENT AND SUBLETTING**

- 20.01      **THE** Tenant shall not assign this Lease, sublet, or part with the possession of the Leased Premises or any part thereof, or share the occupation of the Leased Premises or any part thereof, without the prior consent of the Landlord in writing. In no event shall any assignment or subletting to which the Landlord has consented release the Tenant from its obligations fully to perform all the covenants and agreements of this Lease.
- 20.02      **USE** of the Leased Premises by persons contracted exclusively to the Tenant shall not be deemed to constitute an assignment.

**IMPOSSIBILITY OF PERFORMANCE**

- 21.01      **WHENEVER** and to the extent that the Tenant shall be unable to fulfil or shall be delayed or restricted in the fulfilment of any obligation hereunder other than rental payments or additional payments, in respect of the doing of any work or the making of any repairs by reason of being unable to obtain the material, goods, equipment, service, or labour required to enable it to fulfil such obligations, or by reason of any statute, law, or order-in-council or any regulation or order passed or made pursuant thereto, or by reason of the order or direction of any administrator, controller, board, governmental department or officer, or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Tenant shall be relieved from the fulfilment of such obligation.

**DESTRUCTION OR DAMAGE BY FIRE, ETC.**

- 22.01      **PROVIDED** that if during the term hereof or any renewal thereof the Leased Premises shall be destroyed or damaged by fire or the elements then the following provisions shall apply:
- (a)      If the Leased Premises shall be so badly damaged as to be unfit for occupancy, and as to be incapable of being repaired with reasonable diligence within one hundred and twenty (120) days of the happening of such damage, then the term hereby granted shall cease and be at an end to all intents and purposes from the date of such damage or destruction, and the Tenant shall immediately surrender the same, and yield up possession of the Leased Premises to the Landlord, and the rent from the time of such surrender shall be apportioned;
  - (b)      If the Leased Premises shall be capable, with reasonable diligence, of being repaired and rendered fit for occupancy within one hundred and twenty (120) days from the happening of such damage as aforesaid, but if the damage is such as to render the Leased Premises wholly unfit for occupancy, then the rent hereby reserved shall not run or accrue after such damage, or while the process of repair is going on, and the Landlord shall repair the same with all reasonable speed, and the rent shall recommence immediately after such repairs shall be completed;
  - (c)      If the Leased Premises shall be repaired within one hundred and twenty (120) days as aforesaid, and if the damage is such that the said premises are capable of being used, then until such damage shall have been repaired, the rent shall abate in the proportion that the part of the Leased Premises rendered unfit for occupancy bears to the whole of the Leased Premises.
- 22.02      **THE** decisions as to whether the Leased Premises are capable of being repaired with reasonable diligence, and rendered fit for occupancy shall be made by the Landlord and the Tenant jointly. If the Landlord and the Tenant are unable to agree, then those decisions shall be made by an Architect to be appointed for this purpose by the Landlord and Tenant jointly.

**NOTICES**

- 23.01 **ANY** notice given hereunder shall be sufficiently given if delivered, or if mailed, postage prepaid and registered, addressed to the Landlord at the following address:

2358 Centre Street  
Allanburg, Ontario, L0S 1A0

and to the Tenant at the following address:

191 Carlton Street  
St. Catharines, Ontario, L2R 1S1

Any such notice given as aforesaid shall be conclusively deemed to have been given on the day on which such notice is delivered or the third business day after such notice is mailed, as the case may be. Either party may at any time given notice in writing to the other of any change of address of the party giving such notice. The word "notice" includes any request, statement or other writing such notice. The word "notice" includes any request, statement or other writing given by one party to the other.

**SEVERABILITY**

- 24.01 **IF** any one or more paragraphs or parts thereof in this Lease be illegal or unenforceable, it or they shall be considered separate and severable from the Lease and the remaining provisions of the Lease shall remain in full force and effect.

**HEADINGS**

- 25.01 **THE** headings in this lease form no part of this Lease and shall be deemed to have been inserted for convenience of reference only.

**APPLICABLE LAW**

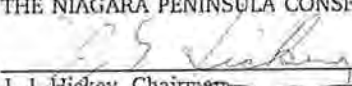
- 26.01 **THIS** Lease shall be construed under and in accordance with the laws of the Province of Ontario.


**BINDING ON SUCCESSORS AND ASSIGNS**

- 27.01 **UNLESS** the contrary intention appears, the words "Landlord" and "Tenant" shall mean respectively "Landlord, its successors and assigns" and "Tenant, its successors and assigns".

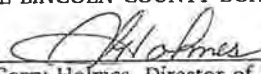
**IN WITNESS WHEREOF** the Landlord and the Tenant have executed these presents.

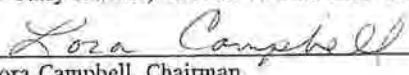
THE NIAGARA PENINSULA CONSERVATION AUTHORITY

  
J. J. Hickey, Chairman

  
A. L. Burt, General Manager/Secretary-Treasurer

THE LINCOLN COUNTY BOARD OF EDUCATION

  
J. Garry Holmes, Director of Education and Secretary

  
Lora Campbell, Chairman

SCHEDULE "A"

NET NO 238233 (THIRDLY)

LINE BETWEEN TOWNSHIP LOTS 182 AND 183

QUEEN

5/5/64

ELIZABETH

684

FOI

20 07  
FIRSTLY

33

(A)

SCHEDULE "B"

WOODEND ENVIRONMENTAL CENTRE - REFURBISHING

PHASE ONE

The outdoor centre will begin operation from what is presently called the "Gatehouse" without any modifications to the existing facility, and costs will be operating (non-capital) only.

PHASE TWO

The main building will require major corrective work for operation either on a day-use or overnight basis. Whether or not there is any intention to use that part of the main building defined as the Annex, it would be cost effective to include it in the appropriate phase rather than try to divide trade functions. The refurbishing of Woodend has been broken down into phases representing sequential blocks of the entire package.

Remove existing remnants of partially dismantled heating system and install new furnace, piping and wall fin convectors

Upgrade electrical wiring, receptacles, lighting, etc. to current Codes and Standards

Routine maintenance costs

It is assumed that the main building and annex would not be required to be habitable for overnight occupancy at this time. If this is not the case, then the plumbing indicated in Phase Three below would need to be moved up to Phase Two.

PHASE THREE

Upgrade plumbing piping, fixtures, provide additional fixtures as may be required to accommodate changed usage of entire building including Annex

General repairs and re-decoration, main area only

Routine maintenance costs

PHASE FOUR

Flooring, re-decoration, etc in Annex, including replacement of doors and hardware

Replacement of roof on main building

Other maintenance costs including masonry repairs

PHASE FIVE

Work in Phase Five and subsequent years is difficult to forecast with any accuracy. By this time the windows, which are wooden, may require placement, and the carpet areas (if the existing has not already been replaced) will probably require replacement. It would be reasonable to assume that additional expenditures will be required at this time.

**THIS LEASE RENEWAL AGREEMENT** made in duplicate the \_\_\_\_ day of \_\_\_\_\_, 2013.

**B E T W E E N :**

**THE NIAGARA PENINSULA CONSERVATION AUTHORITY**

(hereinafter referred to as the "NPCA")

**- and -**

**DISTRICT SCHOOL BOARD OF NIAGARA**

(hereinafter referred to as the "DSBN")

**WHEREAS:**

1. NPCA is the registered owner of those lands and premises located in the Town of Niagara-on-the-Lake, in the Regional Municipality of Niagara and being composed of Part of Lot 183, in the Town of Niagara-on-the-Lake comprising 2 acres more or less within Woodend Conservation Area, which lands are designated as Part 1 on Reference Plan 30R-6886 (the "Leased Premises") being part of the lands described by Property Identifier 46357-0025 (LT) and more particularly described in Schedule "A" ("Woodend Conservation Area");

2. NPCA leased the Leased Premises together with the right of access, ingress and egress to and from the Leased Premises and the free and unrestricted access to that part of Woodend Conservation Area not included in the Leased Premises to The Lincoln County Board of Education by a Lease (the "Lease") dated December 5, 1991 for a term of twenty-one (21) years less a day commencing on the 1<sup>st</sup> day of January 1992 and ending on the 30<sup>th</sup> day of December, 2013;

3. DSBN is the successor to The Lincoln County Board of Education and as such is the Tenant under the Lease;

4. Section 2.02 of the Lease includes an option to renew the Lease for two (2) additional periods of 21 years less a day and provides as follows:

"2.02 THE TENANT shall have the option to renew this lease upon the expiry of the original term for an additional period of 21 years less a day, upon the expiry of which the tenant may at its option renew this lease for a further period of 21 years less a day."

5. DSBN as Tenant has exercised the option to renew the lease for the first additional period of 21 years less a day which period shall run from December 31, 2013 to December 29, 2034 inclusive;

6. DSBN has requested approval from NPCA to complete certain repairs, renovations,



**SCHEDULE "B"**

**Site Plan**



**To: Chairman and Members of the Authority**

**Date: June 10, 2013**

**Subject: PFOS Compounds at the Binbrook Reservoir (update) – Report No. 70-13**

Conservation Authority staff have not received an update on the status of the plan to remediate contaminated lands at the Hamilton International Airport. The issue was discussed at a City of Hamilton Council Meeting in June. The exchange was documented by the Hamilton Group "Citizens at City Hall" or CATCH. A copy of the June 24<sup>th</sup> article is attached to this report for information. At issue was information discussed at a meeting, organized by the NPCA on May 22<sup>nd</sup>, at the Glanbrook Municipal Building. The details were reported at the June NPCA Board Report; however the NPCA has been criticized for not taking minutes of the meeting.

Staff continues to monitor the reservoir, specifically the new wakeboard facility, for potential disturbance of sediment. Water samples will be taken in late July and sent for analysis.

Members asked staff to look into the existence of studies on health impacts to firefighters from PFOS, since the source of pollution at Binbrook Conservation Area is a firefighting training pad. There are a number of published studies referencing occupational exposure to PFOS; however most of these are associated with the manufacturing industry, where there is long-term exposure to workers.

**RECOMMENDATION:**

**That Report No. 70-13 regarding PFOS Compounds at the Binbrook Reservoir be received.**

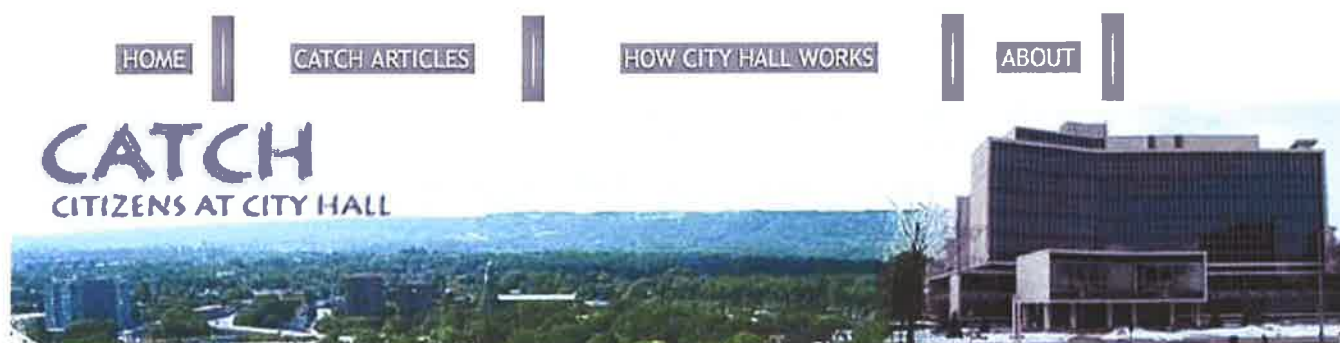
Prepared by: Darcy Baker – Director, Land Management

Respectfully Submitted By:

A handwritten signature in black ink, appearing to read "Tony D'Amario".

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





Hamilton, Ontario

[info@hamiltoncatch.org](mailto:info@hamiltoncatch.org)

## Recent News:

Renters lose out

Taxpayers lose in developer-city deal

How they voted in May

## Links:

Documents

Acronym Glossary

CATCH Website 2004-2006

## Committee Reports:

City Council (40)

General Issues Committee (75)

Board of Health (8)

Audit, Finance and Administration Committee (10)

Planning Committee (91)

Emergency and Community Services Standing Committee (4)

Public Works Standing Committee (22)

Other Committees (13)

\*NEW\* = within 14 days

[List All Articles](#)

## CATCH Articles:

### Confused cleanup crew

Jun 24, 2013

More than two years after public disclosure of major chemical contamination of Lake Niapenco in the Binbrook Conservation Area, the three officials mainly responsible for cleanup have nothing to show except their personal confusion about what's causing the problem. Bizarre claims made last month that Perfluorooctane Sulfonate (PFOS) is not the reason for over 50 fish consumption warnings have now been retracted by the city with considerable finger-pointing.

On May 27, councillors on the airport management committee received a verbal update from Guy Paparella, the city's director of growth management, and Frank Scremin, the president of Tradeport International, the private company that leases Mt Hope airport. It included the startling news that mercury, not PFOS, is the biggest pollution problem in Lake Niapenco – a revelation that Paparella said came out at a May 22 private meeting of Tradeport, the city, the Niagara Peninsula Conservation Authority (NPCA) and the Ontario Ministry of the Environment (MOE).

"The main contaminant, as was expressed by MOE at that meeting is mercury, not PFOS as has been relayed," stated Paparella. Under questioning from Glanbrook councillor Brenda Johnson, he referred to new test results affecting the fish consumption advisories for the lake.

"The MOE biologist I've been in touch with is sending me information as to what the nature of that advisory is specifically, and what kind of contaminants," replied Paparella. "The major contaminant is mercury, and that was relayed not only by [MOE district chief] Geoff Knapper but also by the biologist. So he's sending me that information and I'll update council, of course, when I get that information."

But the updated fish consumption warnings on the MOE website clearly contradict this. And an earlier version found on the NPCA website also shows PFOS is by far the most serious pollutant compromising the safety of eating fish from Lake Niapenco.

On her part, Johnson pushed through a motion asking for an investigation of the sources of the mercury pollution. But when ratification of that decision came before last week's General Issues Committee, it was accompanied by a last minute staff addition to the agenda – a report titled "Clarification of PFOS Verbal Update" that retracted the claims about mercury.

While acknowledging that city staff "relayed" the false information about mercury, the report lays the blame on Geoffrey Knapper who on June 13 "sent an e-mail to city staff advising that 'unfortunately he was misinformed' by his Ministry staff with regard to the PFOS contamination and fish advisory information for the Binbrook Reservoir (Lake Niapenco)."

The alleged MOE staff source is not identified, but most of the report consists of excerpts from an email of an MOE research scientist who states clearly that "the advisory benchmarks for PFOS and mercury have remained unchanged" for Lake Niapenco.

"Current restrictive Binbrook advisories are due to elevated PFOS levels, except those

for 45-65cm Northern Pike (sensitive population) and 30-35cm Brown Bullhead which are due to mercury," states the email.

The clarification report goes on to promise that "in order to avoid confusion in the future, city staff will not rely on verbal updates from the Ontario Ministry of the Environment but refer only to written documentation from the Ministry."

But it doesn't offer any explanation of how the Paparella, Knapper and Scremin – the three officials most responsible for dealing with the PFOS contamination – could so quickly accept and so easily be confused by the alleged mis-information, after more than two years of focus on this issue.

Johnson was clearly not impressed, demanding that staff provide the full correspondence on which the clarification report was based, "in keeping with that spirit" of providing written rather than verbal reports. The public release of written reports with supporting data has repeatedly been demanded by Dr Joe Minor, the Environment Hamilton biologist who exposed the airport as the source of the PFOS pollution and who has continued to push for action by Tradeport, the city, the province and federal officials.

Johnson also pushed for more specifics about the cleanup report due last summer that still hasn't been made public. The \$80,000 study is being jointly funded by the city and Tradeport.

"It's a year later and we're no further ahead," she noted. "So it's very disconcerting for me to go back to the public and say, yeah, we're still waiting."

Paparella told the airport management committee the report was given to the MOE in November and the city was still waiting for a reply, but subsequent investigation by the Hamilton Spectator revealed that Tradeport was still providing information. Johnson asked for clarification and Paparella admitted the Spectator's findings.

"Really what's happening is they are reviewing the information that was sent forward. They have questions and concerns," explained Paparella. "Those are being relayed back to the consultant and the consultant is providing additional information or clarification with that particular issue or question that they might have."

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**TO: The Chairman and Members of the Authority**

**DATE: July 10, 2013**

**SUBJECT: Ball's Falls Heritage Advisory Committee Appointment – Report No. 71-13**

At the January 2013 meeting of the Full Authority, staff was asked to publicize vacancies on the Ball's Falls Heritage Advisory Committee. The Board wanted to ensure that any interested member of the public had an opportunity to apply for the positions. Information was posted on the website, promoted at outreach sessions and through several social media outlets.

Two applications were received as a result of this consultation. To date, one person has followed-up with staff to complete the process. At the June 20<sup>th</sup>, 2013 meeting the committee members recommended that Dr. Lynne Teather be considered for the appointment.

Dr. Teather is a Professor Emeritus in the Museum Studies Masters Program, i-school, at the University of Toronto. She began her studies at Brock University and has strong family ties to the area. Dr. Teather has significant experience in museum practices and has acted as an advisor on a number of high profile projects internationally. Staff believes that she would be a valuable asset to the Ball's Falls Heritage Advisory Committee and the NPCA.

**RECOMMENDATION:**

**That Dr. Lynne Teather be appointed to the Ball's Falls Heritage Advisory Committee for a 3-year term effective August 1, 2013 – July 31, 2016.**

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

Respectfully Submitted by:

  
\_\_\_\_\_  
Tony D'Amario, CAO/Secretary-Treasurer



**TO:** Chairman and Members of the Authority

**DATE:** July 10, 2013

**SUBJECT:** 2012 NPCA Watershed Report Card - Report No. 72-13

NPCA Technical Services division staff has completed the 2012 NPCA Watershed Report Card. The Authority released Watershed Report Cards for our watershed in 2005, 2006 and 2007 as an initiative of the Niagara Water Quality Protection Strategy (now WaterSmart Niagara). The Report Cards were coordinated and distributed by NPCA and the purpose was to provide a synopsis of the state of the watershed to the public.

This current Report Card is part of an initiative by Conservation Authorities (CAs) to evaluate key indicators of watershed health using a **standardized grading system** developed collaboratively by CAs and provincial/federal agencies. Since Canada Water Week (March 2013), thirty-one CAs have released Report Cards for their respective watersheds. These report cards can be found at the web address: <http://www.watershedcheckup.ca/>.

Existing NPCA data sources were used to produce the information in the 2012 Report Card. The NPCA Water Quality Monitoring Program provided data (total phosphorus, bacteria, and benthic animal community) to calculate *surface water quality grades*. The NPCA Natural Areas Inventory provided data (% forest cover, % interior forest, and % riparian zone cover) to calculate *forest conditions grades*. Additional information about groundwater quality, watershed features and stewardship highlights is also included in the report card.

Most of the watersheds across Southwestern Ontario received a grade of D for surface water quality and forest conditions, owing to the higher population densities, and larger concentration of agriculture and industry. In this respect the grades found in the 2012 NPCA Watershed Report Card are typical in relation to other nearby CAs (see Table 1).

Table 1: Southwestern Conservation Authority Report Cards Grades for Surface Water and Forest Conditions

Southwestern Conservation Authorities	Surface Water Quality Grade (for entire jurisdiction)	Forest Condition Grade (for entire jurisdiction)
Niagara Peninsula Conservation Authority	D	D
Hamilton Conservation Authority	D	C
Conservation Halton	C	C
Upper Thames River Conservation Authority	Mostly D	Mostly D
Lower Thames Valley Conservation Authority	D	D
Ausable Bayfield Conservation Authority	Mostly D	Mostly D
Essex Region Conservation Authority	Mostly D	Mostly D
Toronto Region Conservation Authority	D	D

In summary, the 2012 NPCA Report Card outlines the environmental state of the watershed and is intended as an information document for Provincial/Federal and Municipal governments, MPPs, Associations and nonprofits (environmental, agricultural & municipal sectors), media, and watershed residents.

**RECOMMENDATION:**

**That Report No. 72-13 regarding the 2012 NPCA Watershed Report Card be received and that NPCA prepare the final document for printing and distribution and for placement on the NPCA website.**

Prepared by: Joshua Diamond, Water Quality Specialist

Respectfully Submitted by:



Tony D'Amario, CAO/Secretary-Treasurer



**TO:** Chairman and Members of the Authority

**DATE:** July 10, 2013

**RE:** PROJECT/PROGRAM STATUS REPORT - REPORT NO. 73- 13

## **WATER MANAGEMENT**

### **A. Watershed Development Services Division**

#### **1) Municipal and Development Plan Input and Review**

- To the end of May, staff reviewed and processed 178 planning applications (of various types/complexity) and 140 building permits. Staff continues to participate in weekly scheduled pre-consultation meetings with municipal partners. In addition, staff responds to many general enquires both from local municipalities and the public.

#### **2) NPCA 'Regulation of Development, Interference with Wetlands, and Alteration to Shorelines and Watercourses'**

- **Permits**  
The NPCA has issued 89 work permits to date in 2013.
- **ii) Violations**  
A dedicated report was not prepared for July, as there is no change since June. At this time all active violations matters are pending a decision or adjourned for a future date.
- **iii) NPCA-DFO Partnership Agreement**  
As part of the NPCA-DFO Partnership Agreement, NPCA staff work as a liaison between DFO Assessors and proponents to recommend appropriate fish habitat compensation projects however, we are still awaiting clarification on implications from recent changes to the federal fisheries legislation.

In accordance with NPCA's level II agreement with DFO, 42 Letters of Advice have been provided to date this year.

**B. Watershed Technical Services Division**

**1) Source Water Protection Plan**

Source Protection staff continues to work on updates to the Assessment Report (AR) and Source Protection Plan (SPP). The SPP Working Group met on June 3<sup>rd</sup>, June 27<sup>th</sup> and July 15<sup>th</sup> to review the new additions to the AR (concerning the IPZ-3 modelling and threats analysis) and the proposed new policies for the SPP. The next Source Protection Committee (SPC) meeting is scheduled for July 30, 2013.

Staff has also begun 'pre-consulting' with implementing bodies for the proposed new policies, including the St. Lawrence Seaway Management Corporation (SLSMC), Niagara Region, and municipalities of Port Colborne, Welland and Thorold.

See also the Source Protection Authority agenda package for July 17, 2013.

**2) Water Quality Monitoring Program**

- Staff continues to sample 80 stations in the NPCA watershed for the 2013 sampling season. Water quality sampling will be conducted from April to November and samples will be analysed for general chemistry, metals, nutrients, and bacteria.
- Spring BioMAP sampling has been completed at 17 water quality stations.
- Staff are updating water quality databases and identifying spring BioMAP samples.
- Staff continues to monitor water levels at all Provincial Groundwater Monitoring Network (PGMN) wells.
- Staff continues to assist the MOE with two projects: 1) the nutrient track down in Beaver Creek and Big Forks Creek watersheds; 2) and the Balls Falls Climate Change station.
- Six water well decommissioning applications have been received in 2013 and two projects have been completed.

**3) Geographic Information Systems**

**a) Source Water Protection**

- GIS staff are assisting with the IPZ revisions as part of the additional technical work being completed (IPZ-3) to update and approve the Assessment Report.

**b) Watershed Development Services Support Activities**

- Several data requests were processed to support Development Service.

### **c) Corporate GIS and Information Management Support Activities**

- Staff completed the surface water inventory mapping updates in the NOTL pilot study for the Niagara Water Smart's 'Contemporary Mapping of Watercourses' project. The project will help support land use planning decisions. The new watercourse mapping is currently going through quality control and assurance. Niagara Region's Water Smart program has hired a technical analyst for one year to continue the mapping updates across the rest of Niagara Region outside of NOTL.
- Staff installed Microsoft SQL Server Reporting Services on our development server in order to evaluate a custom 'Data Management Module' for the CUAHSI Hydrologic Information System Observation Database. The Data Management Module was developed by Central Lake Ontario Conservation Authority (CLOCA). NPCA staff is interested in using the software to manage the NPCA's water quality and quantity data internally from a centralized corporate database. This will allow the data to be shared and utilized by other staff much more easily. GIS staff will be providing support and demonstrations to NPCA staff during the software evaluation.
- This month one GIS staff member attended the annual Conservation Authority Collaborative Information Sessions (CACIS) conference which is a three day gathering of the GIS and Information Management community within the Conservation Authority realm to share experiences and collaborate on common business issues (i.e. SWP, Regulations).
- Staff also attended a cross-CA Flood Forecasting and Warning working group meeting recently hosted by the Grand River Conservation Authority to provide GIS/Information Management representation and guidance to that business area.

### **4) Flood Control**

#### **a) Monitoring & Major Maintenance**

- Staff continues to monitor the water levels of the Binbrook reservoir on a daily basis. The reservoir's water level is currently sitting just above the normal holding stage. Staff will continue to monitor and make adjustments as the situation warrants.
- Staff continues to routinely monitor the water levels at our 14 stream gauge stations, climatic data at our 15 climate stations, and undertake routine maintenance, calibration, and inspections at all 29 installations, as part of the NPCA's routine flood forecasting and warning duties. The public may access this real-time water level and rainfall information through the NPCA's website.
- On Friday, June 28, severe isolated thundershowers were experienced over Welland, Smithville, and along some parts of the north shore of Lake Erie. These rainfall events, although very intense, were also very localized and were of relatively short duration. Due to the fact that the large receiving water bodies (Welland River, Twenty Mile Creek, and Lake Erie) were at normal levels, they were able to easily accept this runoff and widespread flooding was readily avoided within the watershed.



## **5) Other**

- a) Technical Services staff continues to provide on-going engineering and hydrogeological technical support to the Development Services, Restoration, and Lands Divisions as requested.
- b) Staff continues to assist with preparations for the Ontario Geological Survey (OGS) study that will be undertaken over the next four years in Niagara. Niagara Region and Brock University are also assisting OGS with the study preparations.
- c) In June staff attended the 'Engineering for Climate Change' workshop sponsored by the Region of Niagara to learn about initiatives being pursued by other municipalities and agencies in an effort to keep the NPCA on the leading edge of evolving practices undertaken to deal with the impacts of our changing climate.
- d) In June, staff represented the NPCA at a meeting of the newly formed 'Conservation Authority Coastal Engineering Working Group'. This informal working group is made up of representatives of Conservation Authorities which deal with development and regulatory action along the Great Lakes shorelines. The purpose of the group is "to be a forum to share knowledge, resources, and expertise on current shoreline regulations and policies in an effort to build and strengthen capacity within the Conservation Authorities as a collective whole." This group has proposed to meet quarterly and is anticipated to report back informally to Conservation Ontario on this group's initiatives and outcomes. The NPCA is seen as a cornerstone member of this group due to the fact that this agency has a great deal of experience in implementing planning policies and regulations along approximately 135km of shorelines on both Lake Erie and Lake Ontario, as well the fact that both the Lake Erie and Lake Ontario Shoreline Management Plans have been recently updated in 2010.

## **WATERSHED STEWARDSHIP**

The Watershed Stewardship Division is responsible for improving water quality, and biodiversity through the implementation of projects, with the goal of protecting public interest (i.e. clean air and water). All implemented projects whether undertaken on public or private lands, offer off-site benefits to the broader watershed community.

### **1) Watershed Landowner Stewardship Guide (update)**

Building on the success of the One Mile Creek Landowner Stewardship Guide, staff are working to modify this guide to a watershed wide "How to" guide for landowners looking to make environmental improvements on their property. Main topic sections focus on improving water quality and biodiversity. The guide has been developed to allow for the customization of the introduction. As a result, the guide can be easily adapted to any sub-watershed in our area of jurisdiction. The guide is currently undergoing final edits.

Staff have met with the Walker's Creek Neighbourhood Association, a passionate advocacy group located in St. Catharine's, committed to the restoration of the creek and its environment. The ultimate goal is to launch the document in the Walker's Creek Watershed in conjunction with a large media type event to promote the Authority, the Association and the Guide. The launch is planned for the second week of September, 2013 in conjunction with a TD Friends of the Environment Tree planting along Walkers Creek in partnership with the City of St. Catharines.

## **2) Project Implementation – Watershed Plans**

The Stewardship Program advances water quality and biodiversity improvement through the implementation of comprehensive watershed plans. Approximately, 75 projects including construction projects, BMP's, water quality and biodiversity projects are being planned and implemented this year across all watershed planning areas.

## **3) Outreach & Engagement**

The Stewardship Division is also involved in outreach and awareness promotion. Programs such as Yellow Fish Road, Envirothon, and Canopies for Kids have reached thousands of children. These programs help place an intrinsic value within children on the importance of a positive and active role in their natural environment. Engaging children about the important role the environment has in ensuring a healthy community will ensure a successful and sustainable environment for future generations. Each year, the program looks for new opportunities to expand and build on the services that it currently offers to watershed residents.

## **4) Ontario Power Generation Welland River Partnership**

- Staff continues to work on multiple shoreline erosion/riparian habitat projects within the flow reversal and fluctuation zone involving the installation of BioD-Blocks - a unique bio-engineering product designed to mitigate shoreline erosion issues while improving habitat and water quality through the establishment of vegetation.
- One large-scale floodplain wetland restoration project in the Pelham area will be completed this spring. This project will be similar in scope to the E.C. Brown Wetland project, minus the trail infrastructure as it is on private land.
- A flood-plain project completed last year has been naturalized with native species of grasses, trees and shrubs. Habitat features including turtle basking logs and bird nesting boxes will be installed this summer.
- Staff is working with MNR on a fish migration study in order to assess the ability of migratory fish species (white sucker) to navigate past both Welland Canal Siphon Structures.

## **5) Remedial Action Plan (RAP)**

### **1) RAP Stage 3**

The RAP Coordinating Committee will meet in mid-July to further discuss & plan RAP business, such as the budget, 2013/2014 work plan and ongoing BUI assessments. The

assessments will help to identify any remaining RAP actions required to delist the Area of Concern within the term of the new COA (see below).

Matthew Child, the International Joint Commission's representative for Great Lakes AOCs, visited the NPCA in June to discuss RAP issues and challenges. RAP staff led a short tour of some of the features unique to the AOC on the Welland River; the hydro-related structures at the junction with the Niagara River; and, included stops at completed restoration projects.

**2) Update: Canada-Ontario Agreement Respecting the Great Lakes Ecosystem (COA).**

The new COA is expected to be signed in fall 2013.

**3) Great Lakes Water Quality Protocol 2012.**

Annex 1 of the Great Lakes Water Quality Protocol of is being implemented accordingly through the Niagara River RAP.

## **LAND MANAGEMENT DEVELOPMENT**

### **Ball's Falls Conservation Area**

The Ball's Falls Heritage Advisory Committee met on June 20<sup>th</sup> to continue work on the Strategic plan for Ball's Falls, required for the Community Museums Operating Grant. The next meeting (an all-day working session) will be held on July 11<sup>th</sup>. The CMOG Grant Application was completed and successfully sent in.

Dr. Lynne Teather, former professor of the University of Toronto's Museum Studies Department has applied to join the Ball's Falls Heritage Advisory Committee. This was one of only two applications received after advertising the positions to the public through website and social media.

Thanksgiving Festival planning and preparations continue. All letters and applications have been sent out.

Staff attended outreach at Stoney Creek Battlefield House, Ancaster Heritage Days, and the Heartland Forest Grand Opening and at Charles Daley Park for July 1<sup>st</sup> celebrations.

The gift shop has been doing a brisk business lately with locally produced items.

### **Niagara Escarpment Festival: World Biosphere Bash!**

Staff organized the participation of 14 different environmental groups related to the Escarpment who provided booths and activities. Bird Kingdom provided live animal displays. RONA's Little Hammer's Club set up a display where children built bird houses. The Niagara Bruce Trail Club to provide guided hikes and Jude Johnson, David Gillis and the band, Continuum, performed musical entertainment. Bouncy Turtle and water play inflatables were provided by Niagara Inflatables as a partial sponsorship. The Greenbelt Foundation provided a grant for the event that served as seed money. In spite of potentially poor weather, more than 350 visitors attended.

The local Astral Radio, now Bell, Stations sponsored the July 7 Niagara Escarpment Festival, World Biosphere Bash at Ball's Falls and donated \$19,000.00 for radio ads and the use of the Community Cruiser display. Giant FM also showed up at the event with their community cruiser

and were attracted by a photo we had placed on our Facebook page. Niagara Escarpment Views provided a quarter page ad for free and the July 6<sup>th</sup> column that Ball's Falls produces was published in the Welland Tribune and St. Catharine's Standard promoted it as well. The event was covered on the day by COGECO ,CHCH and Niagara This Week.

<http://www.tvcogeco.com/niagara/gallery/the-source/6351-july-source-stories/77201-biosphere-bash>

**It's a Bee's Life** – This program had an excellent run and is now closed. In September it will become the first in a series of new outreach programs that will travel into schools.

**Embroidery and Nature** – This new exhibit was produced in co-operation with the Niagara Peninsula Needle Arts Guild. It will run until October 14<sup>th</sup>. It's July 6<sup>th</sup> Opening was very successful.

COGECO came out to cover the new exhibit, Embroidery and Nature.

<http://www.tvcogeco.com/niagara/gallery/the-source/6351-july-source-stories/77047-needlepoint-exhibit>

Ball's Falls has had two monthly columns (June, July) with a picture in The Welland Tribune and most recently the St. Catharine's Standard as well. It is written by Lisa Stanton with contributors from the site and the NPCA.

Education programs and Summer Camp bookings are filling up quickly and the programs are going well.

Staff submitted an article to "the Seniors Review"; updated Ball's Falls Blog; updated community listings re: volunteer activities; added a volunteer free ad to Pursuits magazine (handed out to high school students); and started outreach towards potters and caners/ basket weavers.

### **Long Beach and Chippawa Creek Conservation Areas**

The new comfort station at Chippawa campground is progressing on schedule with completion of the sub-floor plumbing, insulation and reinforcing for the concrete floor slab. The masonry contract is lined up and block work for the building walls will start once the floor slab is in place.

The spring has been very wet! By the third week of June, staff had received 4-times the usual rainfall for the month. Other than a few dry periods, poor forecasts have continued right through the Canada Day weekend. Although we had fewer cancellations than the weather forecast might have suggested, we have had vacancies on tent campsites at both parks. Trailer / electrical sites have maintained reasonably good occupancy throughout, and were full over the long weekend.

Group and pavilion use at Chippawa has increased over the 2012 season. Reunions, company / organizational events, cadets, church groups and the occasional wedding are the primary users. The renovations done over 2011/2012 have refreshed the pavilion and this, combined with continued good beach conditions, trail access, watercraft rental and fishing piers, have combined to produce an excellent venue.

At Long Beach, renovations to Comfort Station #1 were completed in time for public use on the Canada Day weekend.

The heavy rain in June was a positive thing in one regard: Approximately 350 cedars and red-osier dogwood shrubs were planted in the campgrounds. The plants were surplus 2+2 bare root stock donated by the Ministry of Natural Resources, with our sincere appreciation. They were planted to enhance ongoing naturalization / reforestation efforts around campsites. Some Board members may recall the wind storm a few years back which, combined with the effort to remove over-mature hybrid poplars, resulted in the removal or loss of about 120 trees. Currently, the focus of campground forest management is to foster a natural parkland setting that has multi-age native trees and shrubs; which is both more aesthetically pleasing to visitors and is more manageable to maintain.

Work on the new Chippawa Creek Comfort station is progressing reasonably well: By the time of the July Board meeting, all underground work will be complete, floor will be poured and we will be moving onto the above-ground structure. The masonry contract is lined up and block work for the building walls will start once the floor slab is in place.

The Region of Niagara repaved a portion of Lakeshore Road in June, including the section in front of Long Beach. During this work, a large quantity of water was observed coming out of the roadbed at a point where the campground potable water supply line goes under the Regional Road. As a precaution, staff posted a "boil water" advisory for the North Campground and notified users. Staff notified both the Regional Public Works and Public Health departments.

### **Binbrook**

Pavilion rentals are steady. Attendance has been down due to the poor summer weather. Staff also believes that recent media coverage related to the discovery of a body in the reservoir, has negatively impacted visitation. Fortunately the incident occurred at the far-western end of the reservoir, away from the active day-use area.

Boarderpass Canada was up and running on June 29th when they had a special demo day. The operation officially opened to the public on Sunday June 30th. Business has been really good, most due to social media and word of mouth. Boarderpass is experiencing a lot more walk-up business at Binbrook Conservation Area than at the other two facilities they operate. Park staff is receiving mostly positive reviews.

Another outdoor movie night is scheduled for Saturday July 20<sup>th</sup>. This year we will be showing Madagascar 3. Proceeds from the event go to the Glanbrook Home Support Program. Tradeport (Hamilton Airport) has, once more, kindly donated funds to help cover the costs of the set up.

Staff received bids from six playground companies for new play equipment to replace the old playground equipment. Staff is analyzing each bid to assess the best solution and fit for the park for installation this summer. Staff is also holding meetings with a nature play company for the creation of natural playground design and features near the splash pad and new play equipment.

Seven planning firms were invited to provide proposals for the development of a Master Plan for the Binbrook Conservation Area. Five submissions were received by the July 5<sup>th</sup> deadline. Three firms will be shortlisted and interviewed by the Binbrook Master Plan Committee. Staff hopes to recommend a firm at the July Full Authority meeting.

### **Jordan Harbour**

The NPCA application for the minor variance to install the picnic pavilion on the property was approved at the Committee of Adjustment meeting at Town Hall on June 25th. The Contractor has filed paperwork with the Town for the building permit and it will be granted once the 20 day appeal period is expired. We anticipate construction starting up again on the property later this month.

### **Jordan Stairs**

Staff began working on new trails behind the Jordan museum in the area where the old wood staircase was removed last year. A switchback trail system has been laid out and our staff will be working on the new trail system over the summer months, along with getting two smaller staircases built and installed at the top and bottom of the hill. Given the rainy weather and steep working conditions, work will proceed carefully over the next few weeks.

### **St Johns Centre Conservation Area**

Staff met with the planning consultant working on the St. Johns Centre Master Plan. Over the next few weeks, information is being collected and mapping developed that will assist with research and public meetings.

The St. Johns Centre Master Plan Committee will be meeting with the consulting team in late July to organize the schedule for the project.

### **Conservation Land Tax Program (CLTIP)**

Each year we must complete an application to the MNR for our properties we wish to enroll in the CLTIP program. Applications are due at the end of July and are valid for the upcoming (one) tax year only. Properties we enroll in the CLTIP program receive 100% tax exemption for the eligible acreage. Staff has reviewed the information package supplied by MNR and has no concerns; the application paperwork is ready to be submitted back.

The NPCA has fifty-five (55) properties that will be enrolled in the CLTIP program for 2014. This is an increase of five properties since last year – to add more eligible acreage at Eight Mile Creek, Point Abino, St Johns Centre, Lathrop Farm, and St Johns. Overall, this translates to tax exemptions on 5,840 acres in our land holdings.

### **St. Johns Conservation Area**

Staff and volunteers removed invasive plants from a section of the Conservation Area. The 'Dog Strangling Vine' (DSV) and roots were removed from an area of approximately 2 meters by 2 meters. The removal assisted in protecting nearby endangered tree/shrub species. The DSV is a milkweed species native to Europe, growing aggressively in dense patches. It overwhelms and crowds out native plants and young trees, prevents forest regeneration. It also threatens the monarch butterfly, a species at risk in Ontario, whereby the butterfly cannot complete its lifecycle and dies. The site will be monitored by staff for new/regrowth and removed accordingly.

### **Two Mile Creek Conservation Area**

A bat / avian monitoring program will continue until November 2013. The monitoring equipment is provided by United States Fish and Wildlife Department, as part of an international study. It was set-up to record activity by bats and birds in this area of Niagara-on-the-Lake. The avian portion has been discontinued until fall, while the bat monitoring continues through to the end of the fall 2013. A final report will be available in spring 2014 after data collection and analysis completed.

### **Wainfleet Wetlands Conservation Area**

Staff installed a new pump at the Wainfleet Wetlands Quarries. The old pump was in need of replacement, and under particular stress, given the large amount of rainfall this spring/summer.

The new system is up and running. Additional capital works will be undertaken to secure the site and reduce unauthorized access to the site from this location.

### **Wainfleet Bog Conservation Area**

The NPCA partnered with the Ministry of Natural Resources and the Township of Wainfleet to install several 'Slow- Wildlife Crossing' signs along Wilson Road, on the western border of the Wainfleet Bog. This road bisects a portion of the bog wetland, so there is a great deal of activity by much slower/ smaller animals including but not limited to turtles and snakes.

## **COMMUNITY RELATIONS**

### **Niagara Children's Water Festival**

The 2013 Festival has 92 schools comprising of 5054 students as well as, 224 teachers, 665 parents for a total of 5943 people attending. Numbers will potentially have to be adjusted once registrations are confirmed in the fall. This year there will not be a public day.

### **Community Outreach**

Staff continues to participate in numerous community initiatives to promote the work of the Conservation Authority and our various conservation areas. An updated Conservation Areas booklet has been completed and has been distributed to tourism centers, libraries, municipal offices and hotels. Staff has also has requests to host 2 delegations from Asia over the next few months. These groups have indicated a keen desire to learn about the way Conservation Authorities balance our mandate of managing natural resources with human needs and development.

Staff attended the first day of Wakeboarding at Binbrook Conservation Area on June 29<sup>th</sup>. This new amenity is promising to be a popular sport for visitors.

### **2012 Annual Report**

The Annual Report for the fiscal year 2012 has been completed and will be available for members at the meeting. The intent of the Annual Report is to provide an overview of the Authority's various program activities and to acknowledge the support of our member municipalities, the Province and

Federal governments as well as the many NGO's with which the Authority has established partnership with. The report is distributed to watershed municipalities, MP's, MPP's libraries, universities, colleges, and is available at various events throughout the year.

### **Source Water Protection**

The Committee is continuing their work on revisions to the Draft Plan and will meet to review requested amendments.

### **2013 Latornell Symposium**

The A.D. Latornell Conservation Symposium continues to be one of Ontario's *premier* annual environmental events. It provides a forum for practitioners, policy makers, nongovernment organizations, academics and businesses to network and discuss the challenges and opportunities in Ontario's conservation field. The symposium will take place from November 20 to 22 at the Nottawasaga Inn and Conference Centre in Alliston, ON. This year's theme is *Resilience – The Ability to Adapt to Change*.

The organizing committee is extremely pleased to welcome Colonel (Retired) Chris Hadfield on Friday, November 22<sup>nd</sup> to help commemorate the 20th anniversary of the Latornell Symposium. Hadfield is the pioneer of many "firsts" in Canadian space history. In 1992, he was among the first chosen as Canada's second class of astronauts. He is a heavily decorated astronaut, engineer, and test pilot, and the recipient of many prestigious awards.

He launched into space on December 19, 2012 and took command of the ISS on March 13, 2013. His multiple daily Tweets and photographs from space made people see the world differently. Hadfield's accessibility, whether answering questions such as "how do you wring out a washcloth in space," via Skype or collaborating with The Barenaked Ladies for a song sung by over a million people simultaneously, endeared him to all while he orbited Earth. When, on his last day on the ISS, he posted his farewell music video online-a reworking of David Bowie's Space Oddity-it exploded, garnering millions of views in its first hours alone. Hadfield announced his retirement from the CSA on June 10, 2013.

Other keynote speakers at this year's event include the Ontario Minister of the Environment, Jim Bradley and Founder of TrendHunter.com, Jeremy Gutsche. Members who wish to attend the Symposium are encouraged to advise staff as soon as possible for registration.

### **Fundraising Update**

Staff will be requesting donations from the various artisans selected to the Thanksgiving Festival for the annual raffle. The Thanksgiving Festival will be held from October 11<sup>th</sup> -14<sup>th</sup>; 10:00 a.m. to 5:00 p.m.

Notices for the annual Bursary program have been sent out to high schools in the eligible catchment area. To date one application has been received. The program was set up and continues to be funded through an endowment set up by the Fort Erie Conservation Club Women's Auxiliary. Scholarships of up to \$1,000 each are awarded to eligible students in the Fort Erie area who will continue their post-secondary education in the field of conservation.



The Bob Welch Memorial Golf Tournament was rescheduled to Wednesday, July 24<sup>th</sup> due to inclement weather. To date the registration numbers remain at 72 as no new golfers have been signed up despite various requests. If members can help with this matter it would be greatly appreciated.

The family of the late Doug Elliott requested donations to the Niagara Peninsula Conservation Foundation in his memory. To date donations totaling \$1,050 has been received. Staff is exploring a number of tributes to honour Doug for his many years of contribution to the NPCA. Further information on ideas will be brought forward at a later date.

### **Watershed Report Card**

Members will recall that at the June meeting the 'draft' NPCA Watershed Report Card was distributed for information. The report also includes a detailed document regarding how information in the Report Card was determined and distributed to members via access to an FTP site created for this purpose. Watershed Technical Services Division staff will be on hand to answer any questions members may have regarding information. The Report Cards are part of a province-wide initiative and will be distributed to municipalities, provincial and federal governments, watershed municipalities, MP's, MPP's libraries, universities, colleges, and is available at various events throughout the year. Information will also be available on the NPCA website.

### **Strategic Plan**

A meeting is scheduled to take place on Tuesday, July 16<sup>th</sup> with all members of the Strategic Plan Working Groups. The purpose of the meeting is to give all participants of the teams an opportunity to review and discuss the recommendations brought forward by each of the groups prior to completing a 'draft' Strategic Plan. Once a draft plan has been completed it will be available for public review on the NPCA website. A public meeting will also be planned to take place in September. It is anticipated that the process and a plan will to be completed in December.

There are no other significant variances to report at this time.

### **RECOMMENDATION:**

**That Report No. 73-13 outlining the status of Authority projects / programs be received for information.**

Respectfully Submitted By:



Tony D'Amario, P. Eng. CAO/ Secretary-Treasurer