

FULL AUTHORITY MEETING

Wednesday June 18, 2014; 7:00 PM
Ball's Falls Centre for Conservation – Glen Elgin Room
3292 Sixth Avenue, Jordan, ON

A G E N D A

- **ROLL CALL**
- **DECLARATION OF CONFLICT OF INTEREST**
- **BUSINESS:**
 - (1) RBC Blue Water Project – Cheque Presentation; Branch Mgr. Mr. Kenneth Palmateer
 - (2) Draft Meeting Minutes – Full Authority Meeting May 21, 2014
 - (3) Business Arising From Minutes
 - (4) Chairman's Remarks
 - (5) CAO Comments
 - (6) Delegation:
 - 1. *Stephen Bieda – Electric Vehicle Charging Infrastructure (10 mins)*
 - 2. *Gregor MacLean – Centre for Optimized Sustainability (10 mins)*
 - (7) Financial Statement – Month Ending May 31, 2014 ----- **Report No. 47-14**
 - *Attached financials*
 - (8) Project Status Reports
 - 1. *Watershed Management*----- **Report No. 48-14**
 - 2. *Operations*----- **Report No. 49-14**
 - 3. *Corporate Services*----- **Report No. 50-14**
 - (9) Seasonal Summer Hire Program (HR) ----- **Report No. 51-14**
 - *Appendix A*

- (10) iDarts Implementation Status Update ----- **Report No. 52-14**
 - *attachments*
- (11) Ontario Geological Survey (OGS) Niagara Study ----- **Report No. 53-14**
 - *attachments*
- (12) MNR WECI Grant Funding ----- **Report No. 54-14**
 - *Agreement & MNR letter attached*
- (13) 2014 Mower RFQ ----- **Report No. 55-14**
- (14) NRWC Request for NPCA Access - Gord Harry Trail ----- **Report No. 56-14**
 - *attachments*
- (15) Long Beach Trial WiFi ----- **Report No. 57-14**
 - *attachments*
- (16) Cave Springs Master Plan Update (Revised) ----- **Report No. 58-14**
 - *attachments*
- (17) Vehicle & Equipment Policy ----- **Report No. 59-14**
 - *Policy attached*
- (18) Land Use Agreement-Niagara Rowing School ----- **Report No. 60-14**
 - *Agreement attached*
- (19) 2014 NPCA Water Quality Report ----- **Report No. 61-14**
- (20) Other Business
- (21) **In-Camera**
 - 1. Regulation Status Report ----- **Report No. CR-62-14**
 - *Violations Summary attached*
 - 2. Forestry By-law Status ----- **Report No. CR-63-14**
 - *Communications Summary attached*
 - 3. St. Johns Centre - Operating ----- **Report No. CR-64-14**
 - *attachments*
 - 4. Land Acquisition ----- **Report No. CR-65-14**
 - *attachments*

- **ADJOURNMENT**

REPORTS

June 18, 2014 Full Authority Meeting



**NIAGARA PENINSULA
CONSERVATION
AUTHORITY**

Report To: Board of Directors

Subject: Financial Statement – Month Ending May 31, 2014

Report No: 47-14

Date: June 18, 2014

RECOMMENDATION:

That Report No. 47-14 be received for information.

DISCUSSION:

To provide the Board a cash flow summary of operations & capital expenditures versus revenues will remain within budget allocations approved by the Board.

The Corporate operations and capital budget will be reviewed mid-cycle at June 30, 2014 to confirm general financial oversight and compliance with financial planning and reporting is in accordance with Public Sector Accounting Board standards. Trends and variance reporting will be provided in accordance with accounting best practices.

Noteworthy variances include:

- Expenditures associated with the implementation of the Strategic Plan, staff retirement , and reserve fund allocations as were previously approved.
- Land Acquisition expenditures due to the purchase of the Morrison property at Ball's Falls, Land Acquisition-Niagara reserves to be allocated.

FINANCIAL IMPLICATIONS:

The lines of business are within budget allocations identified during the budget preparation and approval cycle.

RELATED REPORTS AND APPENDICES:

Appendix "A" – Budget Status report month ending May 31, 2014

Prepared by:



Name: Jim Hagar
Title: Acting Sr. Mgr., Corporate Services

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

This report was prepared in consultation with Cathy Kaufmann, Accounting Administrator

**NIAGARA PENINSULA CONSERVATION AUTHORITY
CURRENT BUDGET SUMMARY
5 PERIODS ENDED 2014-05-31**

	Current Month	Current YTD	Approved Budget	% of Budget
REVENUES =====				
MNR TRANSFER PAYMENTS	0.00	0.00	174,500.00	0.00
PROVINCIAL GRANTS-MOE	0.00	29,706.04	58,300.00	50.95
PROVINCIAL GRANTS-OTHER	0.00	0.00	55,700.00	0.00
FEDERAL GRANTS	0.00	24,975.00	41,000.00	60.91
MUNICIPAL LEVY-GENERAL	0.00	1,955,686.00	3,599,868.00	54.33
LEVY-SPECIAL-NIAGARA	0.00	0.00	2,459,444.00	0.00
LEVY-SPECIAL-HAMILTON	0.00	0.00	101,528.00	0.00
LEVY-SPECIAL-HALDIMAND	0.00	0.00	(2,817.00)	0.00
LEVY-SPECIAL-OTHER	0.00	0.00	8,300.00	0.00
USER FEES	122,588.14	581,593.21	1,440,576.00	40.37
CONSERVATION FOUNDATION	0.00	0.00	0.00	0.00
ADMINISTRATION FEES	40,942.50	156,650.50	260,000.00	60.25
RESERVE FUNDS	0.00	0.00	411,227.00	0.00
MISCELLANEOUS	16,187.01	80,313.64	262,262.00	30.62
	179,717.65	2,828,924.39	8,869,888.00	31.89
EXPENDITURES =====				
CORPORATE SERVICES	441,443.86	1,316,962.19	2,415,603.00	54.52
RESOURCE INV. & ENV. MONITORING	36,792.88	187,665.70	501,417.00	37.43
FLOOD PROTECTION SERVICES	45,082.79	221,471.84	596,205.00	37.15
ENVIRONMENTAL ADVISORY SERVICES	52,955.02	270,477.79	691,171.00	39.13
CONSERVATION LAND MANAGEMENT	408,506.62	575,248.99	2,125,391.00	27.07
CONSERVATION LAND PROGRAMMING	197,834.98	711,004.98	2,378,660.00	29.89
VEHICLES & EQUIPMENT	7,826.89	32,117.37	164,940.00	19.47
	1,190,443.04	3,314,948.86	8,873,387.00	37.36

**NIAGARA PENINSULA CONSERVATION AUTHORITY
CORPORATE SERVICES - CURRENT
5 PERIODS ENDED 2014-05-31**

	Current Month	Current YTD	Approved Budget	% of Budget
REVENUES =====				
MNR TRANSFER PAYMENTS	0.00	0.00	0.00	0.00
PROVINCIAL GRANTS-OTHER	0.00	0.00	35,700.00	0.00
MUNICIPAL LEVY-GENERAL	0.00	1,955,686.00	1,949,903.00	100.30
LEVY-SPECIAL-NIAGARA	0.00	0.00	35,000.00	0.00
INTEREST INCOME	124.39	11,590.84	50,000.00	23.18
MISCELLANEOUS	19.00	89.00	0.00	0.00
RESERVE FUNDS	0.00	0.00	345,000.00	0.00
CONSERVATION FOUNDATION	0.00	0.00	0.00	0.00
	143.39	1,967,365.84	2,415,603.00	81.44
EXPENDITURES =====				
CORPORATE MANAGEMENT	316,362.10	704,378.09	739,368.00	95.27
OFFICE SERVICES	49,056.07	200,253.39	488,900.00	40.96
FINANCIAL SERVICES	15,204.60	81,106.70	204,739.00	39.61
HUMAN RESOURCES	14,169.56	44,861.07	129,180.00	34.73
INFORMATION TECHNOLOGY	18,636.95	149,348.60	386,933.00	38.60
CORPORATE COMMUNICATIONS	28,014.58	137,014.34	466,483.00	29.37
CORPORATE FUNDRAISING	0.00	0.00	0.00	0.00
	441,443.86	1,316,962.19	2,415,603.00	54.52

**NIAGARA PENINSULA CONSERVATION AUTHORITY
RESOURCE INVENTORY & ENVIRONMENTAL MONITORING - CURRENT
5 PERIODS ENDED 2014-05-31**

	Current Month	Current YTD	Approved Budget	% of Budget
REVENUES =====				
MNR TRANSFER PAYMENTS	0.00	0.00	0.00	0.00
PROVINCIAL GRANTS-MOE	0.00	29,706.04	58,300.00	50.95
PROVINCIAL GRANTS-OTHER	0.00	0.00	0.00	0.00
FEDERAL GRANTS	0.00	24,975.00	41,000.00	60.91
MUNICIPAL LEVY-GENERAL	0.00	0.00	354,227.00	0.00
LEVY-SPECIAL-NIAGARA	0.00	0.00	35,000.00	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	8,236.66	53,210.18	12,890.00	412.80
	8,236.66	107,891.22	501,417.00	21.52
EXPENDITURES =====				
NIAGARA R. REMEDIAL ACTION PLAN	6,953.87	36,744.33	99,300.00	37.00
GLANBROOK LANDFILL MONITORING	773.66	3,806.90	10,616.00	35.86
JOHN C. MUNROE AIRPORT MONITORING	197.14	1,146.39	2,274.00	50.41
DRAIN CLASSIFICATION	0.00	0.00	0.00	0.00
W/S WATER QUALITY MONITORING	19,252.78	95,558.81	258,834.00	36.92
NIAGARA CHILDREN'S WATER FESTIVAL	9,615.43	50,409.27	130,393.00	38.66
WATERSHED REPORT CARD	0.00	0.00	0.00	0.00
	36,792.88	187,665.70	501,417.00	37.43

**NIAGARA PENINSULA CONSERVATION AUTHORITY
FLOOD PROTECTION SERVICES - CURRENT
5 PERIODS ENDED 2014-05-31**

	Current Month	Current YTD	Approved Budget	% of Budget
REVENUES =====				
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	352,205.00	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	12,740.00	69,605.00	120,000.00	58.00
RESERVE FUNDS	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00
	12,740.00	69,605.00	596,205.00	11.67
EXPENDITURES =====				
FLOOD FORECASTING AND WARNING	17,188.08	77,435.16	176,215.00	43.94
FLOOD CONTROL STRUCTURES	5,394.39	26,378.90	94,286.00	27.98
FLOODPLAIN REGULATIONS	22,500.32	117,657.78	325,704.00	36.12
	45,082.79	221,471.84	596,205.00	37.15

**NIAGARA PENINSULA CONSERVATION AUTHORITY
ENVIRONMENTAL ADVISORY SERVICES - CURRENT
5 PERIODS ENDED 2014-05-31**

	Current Month	Current YTD	Approved Budget	% of Budget
REVENUES =====				
MNR TRANSFER PAYMENTS	0.00	0.00	58,800.00	0.00
MUNICIPAL LEVY-GENERAL	0.00	0.00	492,371.00	0.00
CONSERVATION FOUNDATION	0.00	0.00	0.00	0.00
ADMINISTRATION FEES	28,202.50	87,045.50	140,000.00	62.18
RESERVE FUNDS	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00
	28,202.50	87,045.50	691,171.00	12.59
EXPENDITURES =====				
MUNICIPAL PLAN INPUT & REVIEW	32,332.83	164,661.74	422,173.00	39.00
DEVELOPMENT PLAN INPUT & REVIEW	20,622.19	105,816.05	268,998.00	39.34
	52,955.02	270,477.79	691,171.00	39.13

**NIAGARA PENINSULA CONSERVATION AUTHORITY
CONSERVATION LAND MANAGEMENT - CURRENT
5 PERIODS ENDED 2014-05-31**

	Current Month	Current YTD	Approved Budget	% of Budget
REVENUES =====				
PROVINCIAL GRANTS-OTHER	0.00	0.00	0.00	0.00
MUNICIPAL LEVY-GENERAL	0.00	0.00	349,722.00	0.00
LEVY-SPECIAL-NIAGARA	0.00	0.00	1,747,569.00	0.00
CONSERVATION FOUNDATION	0.00	0.00	0.00	0.00
BUILDING/LAND RENTAL	725.00	3,625.00	8,600.00	42.15
RESERVE FUNDS	0.00	0.00	0.00	0.00
MISCELLANEOUS	306.96	5,500.12	19,500.00	28.21
	1,031.96	9,125.12	2,125,391.00	0.43
EXPENDITURES =====				
OPERATIONS	395,436.05	503,933.12	1,940,955.00	25.96
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	13,070.57	71,315.87	184,436.00	38.67
	408,506.62	575,248.99	2,125,391.00	27.07

**NIAGARA PENINSULA CONSERVATION AUTHORITY
CONSERVATION LAND PROGRAMMING - CURRENT
5 PERIODS ENDED 2014-05-31**

	Current Month	Current YTD	Approved Budget	% of Budget
REVENUES				
=====				
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	641,875.00	0.00
LEVY-SPECIAL-HAMILTON	0.00	0.00	101,528.00	0.00
LEVY-SPECIAL-HALDIMAND	0.00	0.00	(2,817.00)	0.00
MISCELLANEOUS	0.00	0.00	178,872.00	0.00
RESERVE FUNDS	0.00	0.00	3,727.00	0.00
USER FEES	121,863.14	577,968.21	1,431,976.00	40.36
	121,863.14	577,968.21	2,375,161.00	24.33
EXPENDITURES				
=====				
BALL'S FALLS	56,874.78	234,212.99	666,644.00	35.13
BINBROOK	35,834.25	120,449.94	342,533.00	35.16
CHIPPAWA CREEK	33,883.35	111,758.03	398,629.00	28.04
LONG BEACH	29,116.21	92,134.09	376,946.00	24.44
BAIRD ESTATE	0.00	1,884.58	2,265.00	83.20
BEAMER MEMORIAL	514.57	2,355.44	8,950.00	26.32
BINBROOK TRACT	0.00	232.92	665.00	35.03
CAVE SPRINGS	0.00	954.31	2,875.00	33.19
COMFORT MAPLE	0.00	137.32	1,410.00	9.74
ELM STREET PROJECT	1,125.67	2,885.93	17,246.00	16.73
E.C.BROWN	0.00	210.27	3,115.00	6.75
GAINSBOROUGH	31,888.53	110,713.18	316,552.00	34.97
HEDLEY FOREST	0.00	192.38	510.00	37.72
HUMBERSTONE MARSH	0.00	137.31	410.00	33.49
JORDAN HARBOUR	72.77	292.71	6,125.00	4.78
LOUTH	0.00	137.32	560.00	24.52
MORGAN'S POINT	631.79	1,386.63	9,025.00	15.36
MOUNTAINVIEW	0.00	137.32	2,415.00	5.69
MUD LAKE	69.86	336.90	3,015.00	11.17
OSWEGO CREEK	0.00	28.61	50.00	57.22
PORT DAVIDSON	0.00	144.60	310.00	46.65
ROCKWAY	0.00	260.45	1,210.00	21.52
RUIGROK TRACT	0.00	165.25	350.00	47.21
STATION ROAD PROJECT	703.49	2,221.65	7,014.00	31.67
STEVENSVILLE	317.75	4,298.00	12,995.00	33.07
ST.JOHN'S	647.09	5,967.63	6,830.00	87.37
TWO MILE CREEK	0.00	137.32	1,660.00	8.27
VIRGIL	129.18	266.50	6,460.00	4.13
WAINFLEET BOG	0.00	349.05	2,010.00	17.37
THE GORD HARRY CONSERVATION TRAIL	0.00	545.67	6,460.00	8.45
WAINFLEET WETLANDS	3,365.03	4,036.80	5,145.00	78.46
WAINFLEET ACCESS POINT PROJECT	0.00	0.00	11,811.00	0.00
WILLOUGHBY MARSH	0.00	301.91	1,010.00	29.89
WOOLVERTON	0.00	137.32	310.00	44.30
GLENRIDGE QUARRY PROJECT	1,968.07	5,512.96	142,800.00	3.86
WOODEND	692.59	6,081.69	12,345.00	49.26
	197,834.98	711,004.98	2,378,660.00	29.89

**NIAGARA PENINSULA CONSERVATION AUTHORITY
VEHICLES AND EQUIPMENT - CURRENT
5 PERIODS ENDED 2014-05-31**

	Current Month	Current YTD	Approved Budget	% of Budget
REVENUES =====				
MUNICIPAL LEVY-GENERAL	0.00	0.00	101,440.00	0.00
VEHICLE/EQUIPMENT SALES	7,500.00	9,923.50	1,000.00	992.35
RESERVE FUNDS	0.00	0.00	62,500.00	0.00
	7,500.00	9,923.50	164,940.00	6.02
EXPENDITURES =====				
WAGES	0.00	0.00	0.00	0.00
INSURANCE & LICENSES	0.00	6,101.76	11,340.00	53.81
GAS/OIL	4,135.72	12,463.90	41,200.00	30.25
PURCHASES	0.00	0.00	90,000.00	0.00
MAINTENANCE	3,653.75	12,429.17	19,800.00	62.77
TOOLS & SUPPLIES	37.42	1,122.54	2,600.00	43.17
	7,826.89	32,117.37	164,940.00	19.47

**NIAGARA PENINSULA CONSERVATION AUTHORITY
CAPITAL BUDGET SUMMARY
5 PERIODS ENDED 2014-05-31**

	Current Month	Current YTD	Approved Budget	% of Budget
REVENUES =====				
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	305,106.53	290,067.00	105.18
FEDERAL GRANTS	0.00	71,962.96	181,000.00	39.76
MUNICIPAL LEVY-GENERAL	0.00	0.00	271,485.00	0.00
LEVY-SPECIAL-NIAGARA	0.00	0.00	1,136,137.00	0.00
LEVY-SPECIAL-HAMILTON	0.00	0.00	257,100.00	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	81,000.00	0.00
RESERVE FUNDS	0.00	0.00	150,000.00	0.00
MISCELLANEOUS	9,207.80	124,187.80	160,000.00	77.62
	9,207.80	501,257.29	2,526,789.00	19.84
EXPENDITURES =====				
WATERSHED STUDIES	18,965.44	108,458.13	260,067.00	41.70
RESOURCE INV. & ENV. MONITORING	53,330.68	203,302.42	809,019.00	25.13
FLOOD PROTECTION SERVICES	19,561.36	78,659.31	247,103.00	31.83
CONSERVATION LAND DEVELOPMENT	409,493.80	1,733,759.38	1,210,600.00	143.21
	501,351.28	2,124,179.24	2,526,789.00	84.07

**NIAGARA PENINSULA CONSERVATION AUTHORITY
WATERSHED STUDIES - CAPITAL
5 PERIODS ENDED 2014-05-31**

	Current Month	Current YTD	Approved Budget	% of Budget
REVENUES =====				
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	273,591.40	260,067.00	105.20
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
	0.00	273,591.40	260,067.00	105.20
EXPENDITURES =====				
SOURCE PROTECTION PLANS	18,521.76	106,383.67	260,067.00	40.91
SOURCE PROTECTION-TECHNICAL STUDIES	0.00	0.00	0.00	0.00
PRIVATE WATER SUPPLY SURVEY	36.02	36.02	0.00	0.00
NIAGARA OGS STUDY	407.66	407.66	0.00	0.00
STORMWATER MGMT. POLICY STUDY	0.00	0.00	0.00	0.00
UPPER WELLAND RIVER W/S PLAN	0.00	0.00	0.00	0.00
CENTRAL WELLAND RIVER W/S PLAN	0.00	0.00	0.00	0.00
LOWER WELLAND RIVER W/S PLAN	0.00	0.00	0.00	0.00
LAKE ERIE NORTHSHORE W/S PLAN	0.00	1,630.78	0.00	0.00
BEAVERDAMS/SHRINER'S CREEK W/S PLAN	0.00	0.00	0.00	0.00
	18,965.44	108,458.13	260,067.00	41.70

**NIAGARA PENINSULA CONSERVATION AUTHORITY
RESOURCE INVENTORY & ENVIRONMENTAL MONITORING - CAPITAL
5 PERIODS ENDED 2014-05-31**

	Current Month	Current YTD	Approved Budget	% of Budget
REVENUES				
=====				
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	0.00	0.00	0.00
FEDERAL GRANTS	0.00	71,962.96	181,000.00	39.76
MUNICIPAL LEVY-GENERAL	0.00	0.00	104,382.00	0.00
LEVY-SPECIAL-NIAGARA	0.00	0.00	313,637.00	0.00
LEVY-SPECIAL-HAMILTON	0.00	0.00	50,000.00	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	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	50.00	50.00	160,000.00	0.03
	50.00	72,012.96	809,019.00	8.90
EXPENDITURES				
=====				
WELLAND R. WATERSHED RESTORATION				
STEWARDSHIP	0.00	0.00	0.00	0.00
WATERSHED GIS	0.00	0.00	0.00	0.00
AOC WATER QUALITY MONITORING	4,446.16	4,446.16	0.00	0.00
AGRICULTURAL STEWARDSHIP	12,179.13	65,677.84	190,011.00	34.57
E.C.BROWN WETLAND PROJECT	946.73	1,510.54	0.00	0.00
OPG PROJECTS	1,639.26	8,687.84	60,000.00	14.48
MISCELLANEOUS PROJECTS	0.00	0.00	0.00	0.00
sub-total	19,211.28	80,322.38	250,011.00	32.13
12 MILE CK WATERSHED RESTORATION				
STEWARDSHIP	2,021.00	10,473.77	27,801.00	37.67
PROJECTS	5,232.98	28,370.37	117,158.00	24.22
PCB BIODIVERSITY	0.00	0.00	0.00	0.00
sub-total	7,253.98	38,844.14	144,959.00	26.80
WATERSHED GENERAL RESTORATION	16,769.83	60,397.23	195,371.00	30.91
WATERSHED WELL DE-COMMISSIONING	3,271.25	3,271.25	25,000.00	13.09
20 MILE CREEK RESTORATION	3,005.16	6,059.48	100,039.00	6.06
FORT ERIE CREEKS RESTORATION	0.00	0.00	0.00	0.00
N-O-T-L CREEKS RESTORATION	3,819.18	14,407.94	93,639.00	15.39
15,16,18 MILE CREEKS RESTORATION	0.00	0.00	0.00	0.00
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
	53,330.68	203,302.42	809,019.00	25.13

**NIAGARA PENINSULA CONSERVATION AUTHORITY
FLOOD PROTECTION SERVICES - CAPITAL
5 PERIODS ENDED 2014-05-31**

	Current Month	Current YTD	Approved Budget	% of Budget
REVENUES =====				
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	31,515.13	30,000.00	105.05
FEDERAL GRANTS	0.00	0.00	0.00	0.00
MUNICIPAL LEVY-GENERAL	0.00	0.00	167,103.00	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	50,000.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00
	0.00	31,515.13	247,103.00	12.75
EXPENDITURES =====				
FLOOD CONTROL STRUCTURES				
BINBROOK DAM	1,314.40	41,985.27	49,700.00	84.48
SHRINER'S CREEK	0.00	0.00	0.00	0.00
sub-total	1,314.40	41,985.27	49,700.00	84.48
WATERSHED FLOODPLAIN MAPPING UPDATE	18,246.96	36,674.04	197,403.00	18.58
FLOOD FORECASTING MODELING	0.00	0.00	0.00	0.00
STREAM GAUGE & MONITORING NETWORK	0.00	0.00	0.00	0.00
	19,561.36	78,659.31	247,103.00	31.83

**NIAGARA PENINSULA CONSERVATION AUTHORITY
CONSERVATION LAND DEVELOPMENT - CAPITAL
5 PERIODS ENDED 2014-05-31**

	Current Month	Current YTD	Approved Budget	% of Budget
REVENUES				
=====				
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	822,500.00	0.00
LEVY-SPECIAL-HAMILTON	0.00	0.00	207,100.00	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	81,000.00	0.00
RESERVE FUNDS	0.00	0.00	100,000.00	0.00
MISCELLANEOUS	9,157.80	124,137.80	0.00	0.00
	9,157.80	124,137.80	1,210,600.00	10.25
EXPENDITURES				
=====				
LAND ACQUISITION	362,577.71	1,590,452.63	600,000.00	265.08
BALL'S FALLS	0.00	12,419.22	32,000.00	38.81
BINBROOK	3,775.42	12,323.11	107,100.00	11.51
CHIPPAWA CREEK	6,987.99	28,386.70	225,000.00	12.62
LONG BEACH	3,713.00	4,445.07	70,000.00	6.35
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	0.00	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	0.00	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	7,235.14	7,301.28	0.00	0.00
GAINSBOROUGH	973.84	973.84	72,500.00	1.34
MOUNTAINVIEW	0.00	0.00	0.00	0.00
ST.JOHN'S	0.00	0.00	23,000.00	0.00
VIRGIL	0.00	704.94	0.00	0.00
GORD HARRY CONSERVATION TRAIL	0.00	0.00	0.00	0.00
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	0.00	0.00
WOODEND	0.00	0.00	0.00	0.00
CAVE SPRINGS	0.00	0.00	0.00	0.00
MUD LAKE	0.00	0.00	0.00	0.00
JORDAN HARBOUR	0.00	0.00	80,000.00	0.00
COMFORT MAPLE	0.00	0.00	0.00	0.00
ST. JOHNS CENTRE	24,230.70	76,752.59	0.00	0.00
	409,493.80	1,733,759.38	1,210,600.00	143.21



Report To: Board of Directors
Subject: Watershed Status Report
Report No: 48-14
Date: June 18, 2014

RECOMMENDATION:

That the Watershed Status Report No. 48-14 be received for information.

PURPOSE:

Status of Watershed Management

DISCUSSION:

A. Plan Review & Regulations

1) Municipal and Development Plan Input and Review

As of May 31, 2014 staff have reviewed:

- 132 planning applications
- 28 building permits, and
- 41 property transaction letters.

Niagara Planning Memorandum of Understanding (MOU)

The 2014 Update to the MOU for Improving the Planning Function in Niagara was approved by the Region of Niagara on May 22, 2014. This followed consultation with the 12 local municipalities and the NPCA. The NPCA Chairman will be asked to sign the updated MOU in the near future. The NPCA Board adopted staff report No. 15-14 at the March 19, 2014 meeting regarding the updated MOU.

The Manager, Plan Review and Regulation is a member of a sub-committee of the Niagara Area Planners called "The Process Improvement Team". The group meets monthly to work on projects identified as areas of continuous improvement in the MOU. This group is meeting with representatives of the Niagara Homebuilders Association in June to discuss some of the improvements that have taken place since the MOU workshop held at Balls Falls in the fall of 2013.

While significant progress is being made to improve the planning function in Niagara, **there are some ongoing challenges that need to be addressed with respect to**

Comprehensive Official Plans and Comprehensive Zoning By-laws. Updating these documents are major undertakings for any municipality. They are also time consuming documents for the NPCA staff to review. Since 2007 the MOU has indicated that the Area Municipalities will prepare these documents collaboratively with direct involvement of Regional Planning and NPCA prior to releasing a draft document for public comment.

Ideally this process means that the document that is released to the public is one that meets the Provincial, Regional and NPCA policies. This would afford the public the opportunity to review a complete and comprehensive document. It would also limit the amount of revisions local staff would need to make prior to asking their Council to approve the document. This process worked well for the City of Welland when they updated their Official Plan in 2010.

In 2014, staff have been challenged by very short timelines in which to provide comments on the Official Plans in Thorold and Lincoln as well as the Grimsby Comprehensive Zoning By-law.

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

As of May 31, 2014 staff have issued:

- 62 Permits

Update on Emergency Culvert Repairs

The NPCA received three emergency culvert repair requests as a result of the rainfall in early May. The following are updates on these emergency requests:

Township of West Lincoln – A 1500mm diameter culvert on East Chippawa Road west of Boyle Road washed out completely, destroying the road. Notification was received May 20th, mitigation measures were issued May 27th, and the permit was issued June 3rd. The majority of the work has been completed.

Town of Pelham – A culvert failed on River Road in the Central Welland River watershed, resulting in an impending road failure. Notification was received May 13, and mitigation measures were issued on May 15th. A formal application is yet to be received.

City of Hamilton – An 1800mm diameter culvert at 230 Golf Club Road in the Twenty Mile Creek watershed caused a sinkhole in a driveway. Notification was received May 16th; mitigation measures were issued June 2nd. The permit is being processed.

Violations – See Violations Status summary

3) Tree and Forest Conservation By-law

The following provides a brief summary in response to the Board's (M. Bagu) request to have staff assess our properties and report back concerning the current and projected state of the Emerald Ash Borer in Niagara:

- Emerald Ash Borer (EAB) is having a major impact on woodlots in the southern part of the region, in particular in the Port Colborne area.
- According to experts, it is expected that EAB will eliminate most ash trees in Niagara within the next 5 years.
- Situation is worse in urban areas where ash trees are prevalent in parks and along road allowances. This is a safety concern which will result in significant removal costs for municipalities. Pesticide treatments is also an option but costly.
- The eventual loss of ash in woodlots is unfortunate but it does not mean the entire woodlot will be lost. Woodlots in Niagara are comprised of many different species other than ash. The typical species composition in a woodlot includes oak, maple, beech, hickory, ash and other hardwoods. Depending on where the woodlot is located, the ash composition typically ranges from 5% to 40%. As noted, the higher percentage of ash is located in the southern part of Niagara.
- One positive of this situation, is that when the ash die off in rural woodlots, other species are there to fill in the gaps where ash previously occupied. This occurs through natural regeneration from seeds of non-ash trees in the woodlot or young non-ash trees already growing in the understory of mature ash trees.
- Woodlot owners can be proactive and thin out live ash trees under a good forestry practices (GFP) permit in order to get a jump on the eventual loss of their ash. This is beneficial for their woodlot from a forest management perspective and economic as they can generate revenue from the sale of ash log to local mills in and adjacent to the region, as well as for sale as firewood. This has been occurring since late 2011.
- Tree marking prescriptions submitted with a GFP permit application must show efforts to manage a woodlot for EAB or it will not be approved under the Region's tree and forest conservation bylaw.

Summary of Forest By-Law Activities – See attached

4) Watershed Biology

Staff provided biology review for a variety of planning and Regulations files in the past month, including site visits and internal and external biology comments. The spring season has increased the number of site visit requests related to both planning and regulations.

The Board requested at the March meeting that legal wording be sought and added to the NPCA website regarding NPCA staff assistance to clients for the review of their projects through the DFO self-assessment process. This legal wording has been received and should be added to the NPCA website soon. Technical review of Permit applications through the DFO self-assessment process will begin in June.

5) Watershed Ecology

Ball's Falls Conservation Area

On Saturday May 10th from 9:30 a.m. to 11:30 a.m., volunteers assisted the staff Ecologist in removing invasive "Garlic Mustard" at Ball's Falls Conservation Area along 21st Street. This event enabled participants to learn about our Carolinian Forest, the invasive Garlic Mustard plant, its' effect on the landscape, how to remove the invasive plant and help protect and restore the forest. This fifth contiguous year of removal has shown to successfully reduce the Garlic Mustard to where it can barely be found with native ground cover of violets and other common and unique species.

Binbrook Conservation Area

The GPS coordinates of an additional eleven mallard nesting tubes were obtained and entered in the GIS data base for site structures. These nesting tubes were installed by the Glanbrook Conservation Committee earlier this spring, providing important nesting habitat for the birds to assist in population levels and an overall healthier, balanced environment. A new structure design was used and is being compared with previous designs to ensure we install the most effective habitat in the future.

Stevensville Conservation Area

The prairie project area continues to be maintained by staff. While the majority of the site is planted in warm prairie grass and flowers, invasive teasel was addressed this spring while in its early growth stage. Teasel seed removal will also be covered this fall with the assistance of volunteers. Such efforts help in maintaining the prairie planting to its climax state.

Rockway Conservation Area

The staff Ecologist continues to seek partners in the restoration and assessment of the sites' historic salt well. Such information will assist in site information for determining site goals and activities.

6) NPCA Hunting Program

Hunting Permits

- Staff has issued an additional 13 hunting permits for a total of 168 hunting permits issued for the NPCA Conservation Areas for 2014. Of this total, hunting permits are issued to 26 individuals residing outside of our administrative area.
- In 2013 we issued a total of 384 hunting permits.

- We have an excel sheet on all hunters, where they were hunting (which Conservation Areas), and what species they have a permit to hunt.
- Enforcement of the Hunting Permits is through designated Conservation Area staff.

Species Hunted and Conservation Areas

- Species permitted to be hunted include: deer, small game and wild turkey, as well as waterfowl at several areas
- Hunting areas include: Chippawa Creek; Hedley Forest; Humberstone Marsh; Long Beach; Mud Lake; Ruigrok Tract; Wainfleet Wetlands; Wainfleet Bog; Willoughby Marsh Conservation Areas.

Binbrook is an additional hunting area for waterfowl only, but the Hunting Permit DOES NOT apply to this area. For this area only we have a daily fee and reservation process through the Binbrook CA Park.

For a list of Conservation Areas with permitted hunting AND species permitted to be hunted at each area one may refer to the NPCA website at:

<http://www.npca.ca/wp-content/uploads/NPCA-hunting-and-angling-chart-combined-2014.pdf>

B. Projects / Programs

1) Source Water Protection Plan

- NPCA staff has been working with Niagara Region staff as they prepare an Official Plan amendment to address the land use planning policies in Source Protection Plan. A public meeting for the draft amendments was held on June 4, 2014.
- During May staff worked with the Ontario Ministry of the Environment (MOE) to complete the Niagara Peninsula Source Protection Planning database. Staff also provided a review of the database procedure for use by MOE in implementing the database with other CAs as NPCA is the first to complete this provincial task.

2) Water Quality Monitoring Program

- Staff completed the 2014 Water Quality Report summarizing the NPCA surface water and groundwater monitoring programs.
- With water levels receding throughout the watershed staff are deploying dissolved oxygen, temperature and conductivity loggers to track seasonal watercourse changes.
- The NPCA is partnering with Niagara Health Public Health, Environment Canada, and McMaster University on an E. coli source tracking project for the 2014 field season.

- The spring field portion of the biological monitoring for Hamilton Airport stations and the Glanbrook Landfill are currently in progress and are expected to be completed by mid-June.
- Staff completed the required spring surface water and groundwater monitoring for the MOE Certificate of Approval for the Balls Falls Centre septic system.
- In 2014, the NPCA Water Well Decommissioning Program has approved six water well decommissioning projects and to date two of these projects have been completed.

3) Flood Control

a) Monitoring & Major Maintenance

- *Binbrook Reservoir* - the water level currently sits at the holding level.
- Staff installed seasonal water level monitoring sensors in the Virgil Reservoirs and at the Port Davidson Weir in order to comply with the conditions of the NPCA's Permits to Take Water for these facilities.

b) Water Resources Engineering

- Staff provided stormwater management and on-going engineering support to the planning, regulation, and restoration programs.
- Staff attended the start-up meeting of the *GTA Conservation Authorities Engineering Technical Working Group*. The purpose of the group is to provide an opportunity for Water Resource Engineers to confer on common issues such as development approvals, floodplain mapping techniques and standards, stormwater management, modelling techniques and standards, rainfall distribution analysis, etc., with the intent of ultimately providing a more uniform standard of practice across the CA jurisdictions within the GTA. The group intends to meet quarterly.
- In order help better address the issues surrounding Valleylands and Erosion when evaluating development proposals, staff gave a presentation on the subject of slope stability, slope failure modes, and slope assessment to NPCA Planning and Regulations staff.

4) Restoration

Project Implementation – Watershed Plans

- The Restoration Program advances water quality and biodiversity improvement through the implementation of comprehensive watershed plans. Approximately 45 restoration projects including wetland construction, Best Management Projects (BMP's), water quality and biodiversity projects are being planned and implemented this year across all watershed planning areas. The tree planting components of restoration projects are nearing completion.

Federation of Canadian Municipalities (FCM)

- The Federation of Canadian Municipalities (FCM) is an organization of almost 2,000 municipal communities that advocate the needs of municipalities, and their citizens, for federal policies and programs. Niagara hosted the [annual FCM 2014 conference](#) at the Scotia Conference Centre in Niagara Falls, from May 30 to

June 2. The conference was attended by 2,500 mayors and delegates from across Canada.

- NPCA staff led project tours at both Balls Falls and Walkers Creek in St. Catharine's, highlighting our community and municipal partnerships. All tours generated high interest and positive feedback.

FCM Study Tour – Walkers Creek



Niagara River Remedial Action Plan (RAP)

RAP Stage 3: Charting a course to delisting the Areas of Concern (AOC)

- Key RAP stakeholders have been consulted and efforts are underway to finalize implementation details for the Niagara River RAP Outreach and Community Engagement Strategy. The Strategy will continue to involve the local community and foster support for the RAP goal of removing the Niagara River from the list of contaminated hot spots in the Great Lakes basin.
- Meanwhile, scientific data (compiled through projects with local agency, municipal and NGO partnerships) on the status of each of the environmental problems is being documented in assessment reports. Also, the RAP Steering Committee is examining an idea of establishing a “Delisting Advisory Committee” to assist with the Strategy, as well as implementing social media to share information remotely with residents, key stakeholders and local organizations.
- The Niagara River is a priority AOC under the anticipated new Canada-Ontario agreement and all RAP actions are required to be completed within its 5-year timeframe. The agreement lays out the responsibilities of the federal and provincial governments and commits funds for RAP implementation actions.
- Comments or questions on the proposed draft are to be submitted to the Great Lakes Environment Office Canada.Ontario.Agreement@ec.gc.ca by **July 3, 2014**.

5) Special Projects

- Staff provided hydrogeology comments (on planning applications, building permits and a subwatershed study) for Niagara Region and local municipalities as per the Planning Memorandum of Understanding. (i.e. 43 new or existing files of which 8 took more than one day to complete).
- Staff worked with the Ontario Geological Survey, local municipalities and Niagara Region, on potential drilling and monitoring well locations.
- Staff continued with investigating conditions at the historic Salt Well at Rockway Conservation Area to inform future restoration efforts. The well is about 4'x14'. This was the first salt well for the 'Dominion of Canada' with salt first being produced here in 1793.
- Staff worked with NPCA Operations on the Environmental Compliance Approval report for the Balls Falls *Waterloo Biofilter*.

Salt Well at Rockway Conservation Area



RELATED REPORTS AND APPENDICES:

None

Prepared by:

Peter Graham: Director, Watershed Management

Submitted by:

Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

This report was prepared with the consultative input from : Suzanne McInnes, MCIP, RPP Manager; Plan Review & Regs & Brian Wright, MBA, P.Eng; Manager, Watershed Projects



**NIAGARA PENINSULA
CONSERVATION
AUTHORITY**

Report To: Board of Directors
Subject: Operations Status Report
Report No: 49-14
Date: June 18, 2014

RECOMMENDATION:

That the NPCA Board **RECIEVE** Report No. 49-14 for information.

PURPOSE:

Operations Status Report

DISCUSSION:

1. Ball's Falls Conservation Area

Community Day

On June 19th, Victoria Day, Ball's Falls Conservation Area hosted another Citizenship Ceremony, in partnership with Immigration Canada, where over 30 people took their "Oath of Citizenship". We opened the day up to the local community with free admission to the park. This was the third year that the Citizenship Ceremony has occurred at Ball's Falls Conservation Area.

Staff recommends that the date be moved from the Victoria Day weekend to another date, preferably a Saturday of another weekend. We wish to continue with the free admission idea for the community on that associated date, but the Monday of the holiday weekend is typically very busy and is a good revenue generating day. Staff wishes to continue to partner with Immigration Canada and offer the Citizenship Ceremony, but the ceremony can be done at any time.

Education Programs

We have been busy with Education programs. Our programs started mid-May once all the summer staff was trained on the programs that they would deliver. We have also had many volunteers sign up to deliver programs. Overall for the month of May we have brought in \$2435.82 dollars and 343 students. In the month of June we have most days filled with school programs, and many of those are full days of programming. Currently we have 978 students booked for June programs.

Weddings

The park continues to be very busy with Wedding Receptions. We are averaging three receptions in the barn every weekend and one to two in the Centre for Conservation.

Gardens

All of the gardens were cleaned out at the beginning of May with the help of our volunteer gardeners and summer staff. We had a large amount of winter damage due to this past winter. This spring and fall the gardeners will be working on replacing all items that did not survive the winter.

Great Lakes Christian High School came out again this year for the day of volunteering. We had them clear out one section of garden next the Centre. This was the area that the Lincoln Garden Club had drawn up new plans for plants to “tidy up” the look of the exterior of the Centre. The garden club planted all of their plants on Monday, May 26th. This is a new community partnership initiative.

Staff has been cutting grass and weed eating steady to have the grounds looking pristine for all the wedding functions. Staff will also be planting annual flowers around the barn to add colour for wedding receptions. The gardening brings value in attracting the wedding business.

Lime Kiln

The Lime Kiln is a feature of the Historical Side of Ball’s Falls Conservation Area. It is a replica of the Lime Kiln that would have once been used on the property while the area was in full development and use. Unfortunately, the Kiln, rebuilt in the 1960s, is in need of major repair. This is a Capital Project that was identified in 2014.

The lime kiln project has been revised from its original plan earlier this year. Staff has a new cost effective alternative using a constructed wooden crib for wall and hillside retention.

Respectfully Submitted by Rob Kuret, Park Superintendent

2. Binbrook Conservation Area

Facility Update

Boarderpass Canada has started up again. It opened to the public as of Saturday May 31st. Both Boarderpass Canada Owners and Binbrook Staff are excited to start a new season.

The Splashpad will be operational and open to the public on Saturday June 7th.

PFOS sampling has been done and we are awaiting the results from Maxxam Analytical. We'll do another sampling in August and report back to the Board.

Area revenue to this point indicates a slight increase from previous years, largely due to the extended Ice Fishing Program.

Special Events

The Annual Triathlon is set for Saturday June 7th. In order to inform our visitors, we've posted signs throughout the park. We've also placed flyers in the mailboxes of our neighbours to identify temporary road closures associated with this event.

Recent Cadet and Scout visits to the park were a success.

The Ecole Michel Jean Fun Fair was a success. Staff set up a booth at the event to promote Binbrook Conservation Area and the various amenities and special events that are held at the park. Many families in attendance inquired about the Day Camp and upcoming Movie Night.

Saturday July 19th is the official date of Binbrook's annual Movie Night. The movie to be presented is the Lego movie. Confirmation has been received by Sonic Unyon. A rain date has not yet been confirmed. An additional source of revenue is in place by opening up for family camping the evening of the movie. The cost will be \$10 per vehicle (movie) and \$10 per vehicle (camping). Admission proceeds will be going to the Glanbrook Home Support Program. Proceeds for the camping will return to the area to help offset the cost of the movie. The Hamilton International Airport is on board to help sponsor the event. They will be notified of the details shortly. Additional sponsorships are being sought after by the Home Support Program.

Respectfully Submitted by Mike Boyko, Park Superintendent

3. Chippawa Creek Conservation Area

Spring Flooding / Long Weekend Impacts

The impacts of the rainy, flooded and muddy Victoria Day opening weekend are as follows:
Seasonal Camping Impacts:

- Some campers stayed home, bringing their trailers days later.
- Many campers still came, with staff assisting them to access their site via tractor.
- Despite staff efforts to keep trailers off certain sites (placing them temporarily elsewhere in the park), damage was done by some visitors who attempted to set up. Our seasonal camper agreement makes the camper responsible for repairs. In one extreme case of damage, the trailer company who moved the trailer will be compensating the park for the damage.
- Currently (May 29) only one trailer remains off his site in an alternate location.
- There were no financial impacts to seasonal camping.

Weekend Camping Impacts:

- By May 14, prior to opening day on May 16, staff inspected each and every site to assess conditions. The following conditions were found:
 - The Black Walnut loop (west end) is almost inaccessible, due to water (and spawning carp) over the road.
 - Maple Street is underwater between sites 406 and 315.
 - Sites in the 300's: 301 to 315 are completely underwater.

- Sites 401 to 412 have frontage either under water or saturated beyond any ability to access.
 - The middle section of Black Walnut Campground was underwater between the roads.
- To ensure visitors did not come to the park to find their weekend ruined, each customer was contacted by phone. Customers were disappointed, but were both understanding and appreciative of the telephone call.
- A total of 46 reservations were made for the long weekend. Post-weekend, impacts have been corrected as follows:
 - 18 cancellations were processed.
 - 13 still came to the park and were accommodated.
 - 14 were transferred to Long Beach
 - 1 switched the reservation dates to another weekend.
- In total, the financial impact (refunds) due to the weather is \$1,228.41

New Comfort Station, Phase 2 (Capital Project)

- Tilers completed the 6 end showers, and staff has begun installing shower controls.
- Tilers have moved into the last room they need to complete, the family restroom.

Park Conditions

Since the long weekend, the focus of staff efforts has been to bring the park up to proper appearance and normal operations levels.

- The mower has been running as much as possible as ground conditions have improved. Priority has been placed as follows:
 1. Campsites
 2. Beach, playground and pavilion areas
 3. Day Use and entrance areas
 4. Service areas

Currently, all the locations listed in 1 & 2 have been mowed (some twice), staff are now working on item 3. If the weather holds we should be fully caught up within days of this status report.

- Areas damaged with wheel ruts have been undergoing repairs as conditions allow. Top-dressing and light seeding is to follow. Using existing resources, staff estimates the cost of materials for this to be about \$100 to \$200.
- Things have quieted down some since opening day. We have had to rearrange a number of trailers that we were not able to get fully into place due to the grounds; things **are drying up now and becoming more manageable. We had a wedding on the 24th of May.** They were very understanding in regards to the ground conditions around the pavilion at the time, but with a number of meetings before hand with the mother-of-the-bride arrangements were made that everyone would be happy with.

Respectfully Submitted by Dave Drobitch, Park Superintendent

4. Long Beach Conservation Area

Facilities

Long Beach Conservation Area fared significantly better than Chippawa Creek Conservation Area over the Long Weekend. Given the weather and its aftermath, the facility fared well and campers were happy.

Grass cutting is ongoing however the grounds are still very soft. We've been concentrating on the campsites and doing the periphery areas as the ground dries up.

All seasonal staff has had their annual Orientation and Safety Training and the season, despite the weather and mud has started out on a very high note.

Capital Projects

Long Beach has a number of capital projects planned for 2014. One of the projects is an electrical re-work in Comfort Station #3 and the other is a new roof on the park gatehouse. The preparation work and permits were started in May and the projects themselves should be completed in June.

Respectfully Submitted by Nathaniel Devos, Park Superintendent

5. St. Johns Centre C.A.

Student Programs

There are a three (3) student programs offered at the St. John's Center Conservation Area in partnership with the DSNB and Catholic School Boards in the months of May and June. These include: Simple Machines, Pioneers, and 5 Senses. These programs are very well attended throughout the week.

Grounds/ Facility Maintenance

All student activity areas and trails are being prepared: this includes clearing and mulching the trails and mowing and trimming the grass. Grounds Maintenance continues as well and includes lawn maintenance, fertilizing, mowing, edging, pruning trees and shrubs, weeding gravel pathways and driveways.

The gardens are another priority. Garden Preparation and planting includes fortifying soil with leaf mulch, cultivating the beds, planning and purchasing the bedding plants, planting approximately 17 trays of annuals, as well as seeds, maintaining 26 gardens, 12 urns and 11 whiskey barrels of flowers and perennials.

St. John's Center Conservation Area did have some damage as a result of the May 14th storm and flash flood. Stream levels rose over 1.3 meters and there was some damage done to the stream retaining walls. It left a considerable amount of debris to clean up too. The site cleanup was completed immediately, but the retaining wall repair work is under investigation.

Capital Projects

A new cedar shingle roof was done on the Main House and porch. It was completed over a 7 day period in May.

Special Events

For the past number of years, the facility has hosted an Annual Volunteer Appreciation Luncheon at the site. This year the Luncheon takes place at the end of June. Staff at the facility has been working hard to prepare and plan for the event. In addition to the luncheon, because Father Jackman has donated the site to the NPCA, staff has prepared a bronze plaque and will be installing it on a Grist Mill Stone to be unveiled at the luncheon in honour of Father Jackman and the Jackman Foundation on June 26, 2014.

Respectfully Submitted by Randy and Norma Lisoy, General Manager

6. Central Workshop – Gainsborough Conservation Area

- The Jordan Valley Trail and Stairs were completed and opened to the public on May 7th, 2014. The docks have been put in at both Jordan Harbour and E.C. Brown Conservation Areas.
- The Water Gauge building was completed and installed on Forkes' Creek, Wainfleet.
- Both full time and seasonal staff have been working at and supporting the work to help complete the comfort station project that is ongoing at Chippawa Creek Conservation Area.
- Staff continues their ongoing and regular maintenance of all our non-revenue generating facilities as well as our contracted facilities.

Respectfully Submitted by Mich Germain, Superintendent

FINANCIAL IMPLICATIONS:

None

RELATED REPORTS AND APPENDICES:

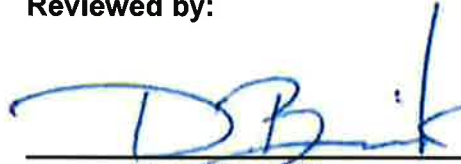
1. Chippawa Creek Conservation Area Campground Map
2. Picture of Jordan Stair Project Completion

Prepared by:



Name: Gregg Furtney
Title: Conservation Areas Supervisor

Reviewed by:



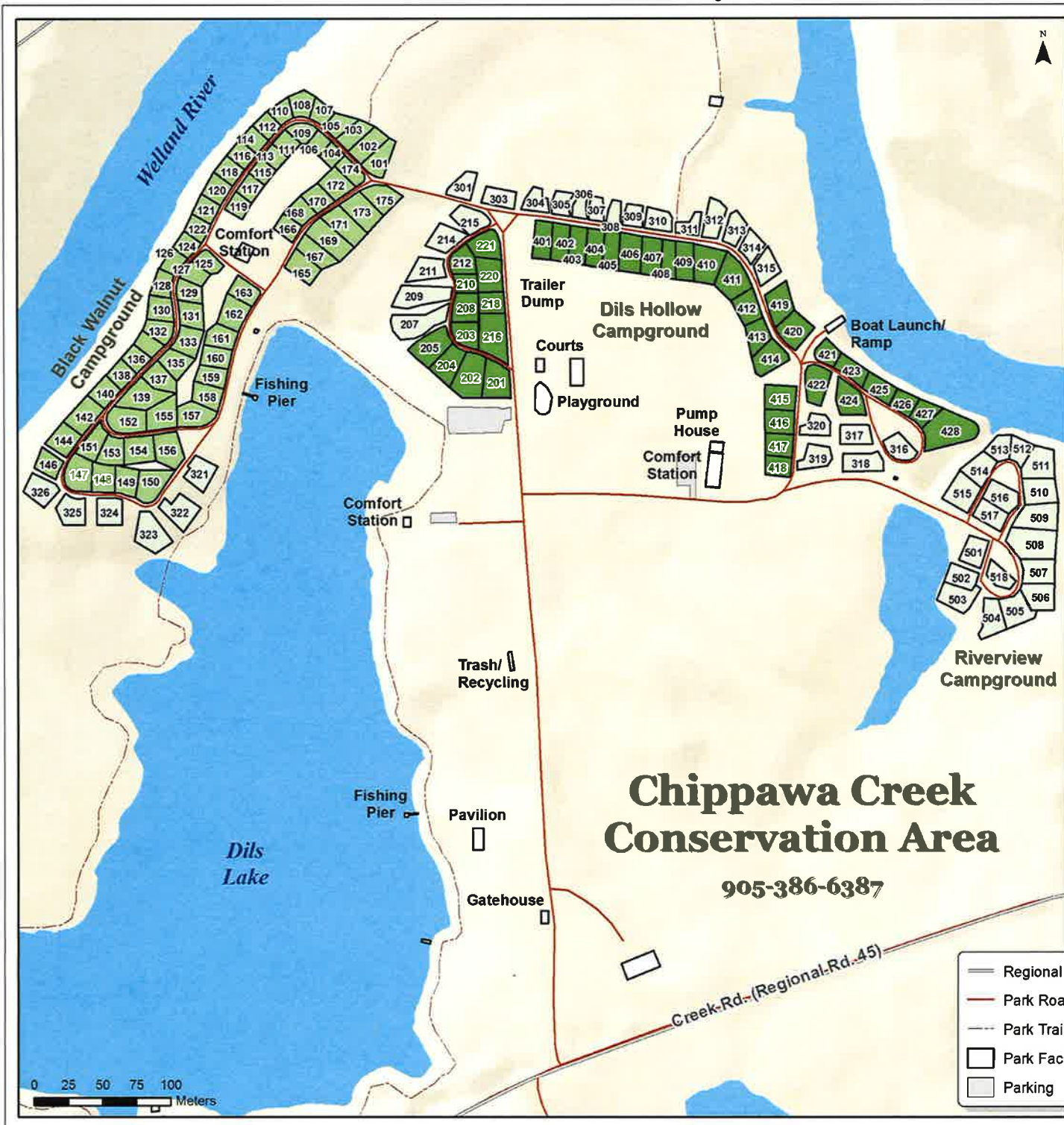
Name: David Barrick
Title: Senior Manager, Operations

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

This report was prepared with the consultative input from: Rob Kuret, Superintendent Balls Falls CA; Mike Boyko, Superintendent Binbrook CA; Dave Drobitch, Superintendent Chippawa Creek CA; Nate Devos, Superintendent Long Beach CA; Randy Lisoy, General Manager St. John's Centre; and Mich Germain, Superintendent, Central Workshop.



- The Black Walnut Loop (West End) was inaccessible due to water over the road (and some spawning carp)
- Maple Street was underwater between sites 406 and 315.
- Sites 301 to 315 were completely underwater
- Water issues on Sites 401 to 412
- The middle section of Black Walnut Campground was underwater between the roads
- Some of the weekend sites in the Black Walnut Campground were used temporarily for Seasonal Campers.
- Some RV Trailers left on the roads and in parking lots around the Gatehouse, Beach Washroom area, and on the road in the Riverview Campground.
- Water over the roads was over 2 feet in height in some areas.

JORDAN HARBOUR - STAIRS COMPLETED







Report To: Board of Directors

Subject: Corporate Services Project Status Report

Report No: 50-14

Date: June 18, 2014

RECOMMENDATION:

To be received for information

PURPOSE:

That the NPCA Board **RECEIVE** Report No. 50-14 for information

DISCUSSION:

To provide the Board a summary of projects important to the Conservation Authority's business objectives. The project status report is to provide information pertaining to process improvements, initiatives in support of the strategic plan and supporting the organization to achieve its mission, vision and values.

FINANCIAL IMPLICATIONS:

Projects are within budget allocations for staff time and activity, including the job design and job evaluation project which is a new project initiative that was not identified during the budget preparation and approval cycle.

RELATED REPORTS AND APPENDICES:

1.0 Accounting & Financial Management

1.1 Budget Status Report - Monthly report to Board of Directors

2.0 GIS & Data Management

2.1 Contemporary Mapping of Watercourses Project

Partnership with Niagara Region (Watersmart) has distributed new draft interpreted large scale surface water inventory mapping to several municipalities for comment. Current technical efforts are focusing on Wainfleet. Region has renewed annual contract for Planning/GIS Analyst under NPCA GIS Supervision to complete the rest of the Region of Niagara.

2.2 *iDARTs*

Implementation planning has been a significant focus. Staff is currently diagramming the Plan Review and Regulations operational workflow in detail using Business Process Modeling Notation (BPMN) to identify potential technology integration points as well information required for decision support. There is a board report this month on this with more information.

2.3 *NPCA Property Information System*

Additional detail has been summarized on the property level to help staff rapidly discern potential development review issues. The format of the report it generates is being reorganized and edit capabilities are being added

2.4 *A partnership with Niagara College - postgraduate GIS program*

A partnership with Niagara College recently had several students complete three NPCA sponsored projects in the postgraduate GIS program

3.0 **Corporate Services Administration**

3.1 *Job design & job evaluation*

Partnering with Niagara Region to collect current job information resulting from restructuring and reorganization, design job descriptions and conduct job evaluation

3.2 *Terms of Employment Review*

Cross enterprise review team established to review and update terms of Employment policies

3.3 *Senior Manager, Corporate Services recruitment*

Job description has been finalized and employment opportunity will be advertised

4.0 **Marketing & Community Relations**

4.1 *Thanksgiving Festival – Event planning*

4.1.1 *Exhibitors*

Staff increased the vendor space at the festival from 132 vendors in 2013 to 152 vendors for 2014 with revenue estimated at \$58,510.00 for artisans. This is similar to the amount received for 2013.

A vendor survey is being prepared in conjunction with the communications specialist to poll vendors on several logistical and customer services aspects related to the festival to determine vendor preferences.

4.1.2 Concessions

Staff is working to confirm a 4 of our local craft brewers.

Staff is working in collaboration to prepare advertising to solicit participation from Food Truck organizations across Ontario.

4.1.3 Entertainment

Entertainment applications have closed. 37 applications have been received.

4.1.4 Logistics

Staff are working together to enhance the mapping of the site by utilizing GPS technology in order to create proper mapping for both marketing, vendor placement, and internal use.

Staff are working to develop a shuttle system for vendors and their wares as a result of the change in parking format for that group.

4.1.5 Volunteers

Staff are collaborating to determine all of the volunteer jobs for the festival and to create proper descriptions in order to attract the appropriate volunteers.

To date 17 volunteers have committed to participating at the Festival.

4.1.6 Marketing

Rack Cards for the festival have been developed. These cards will be delivered to Tourism Centers and the vendors over the next month.

A sponsorship package is being developed in collaboration with the Communications Specialist

A detailed marketing plan and budget is to be prepared for submission to CAO

4.1.7 Public Relations

Resident passes and weekend passes have both been redesigned.

Staff are investigating the possibility of a "neighbor appreciation evening" and trying to best determine when that should occur via a survey that is mailed out with their residents passes.

4.2 Niagara Children's Water Festival

To date 189 classes comprised of 4178 students are registered for the 2014 school program. Registration will be ongoing until we have reached capacity of 5,000 students. The school program will run at Ball's Falls Conservation Area from September 16th – 19th. The Steering Committee is working on finalizing activity leaders. The Festival is receiving a grant for \$5,000 from the RBC Blue Water Fund. This is a great accomplishment, and the cheque will be presented on June 12th in celebration of Blue Water Day.

4.3 Doug Elliott Memorial Family Fishing Derby

Derby to take place July 5th from 7AM to 12PM with prizes, food and presentation ceremony immediately following. Welland River Keepers are providing a trophy for the event. The Elliot Family will be participating with Trophy ceremony. Brochures, fishing lures, fishing guides, stickers, posters, tattoos have been ordered and received from Ontario Federation of Anglers and Hunters to promote Family Fishing Week.

A 2nd meeting to finalize details and logistics is scheduled before the event.

4.4 FCM Niagara 2014 tour

FCM Niagara visited Ball's Falls on Friday, May 30th, and Saturday, May 31st. About 100 representatives from different municipalities were able to visit the site. They were able to visit the blacksmith shop, grist mill, lower waterfall, and the Centre for Conservation.

4.5 Yellow Fish Road

The Yellow Fish Road program educates the public about the impacts of pollution entering urban storm drains. Three school and community groups reached out to become involved in the Yellow Fish Road program for the month of May. A class from St. George Catholic Elementary School in Crystal Beach held their painting day on May 7th and painted a total of 15 storm drains as well as distributed fish hangers informing residents of the program to approximately 50 homes. Trail Ridge Montessori School in Grimsby held their painting day during the week of May 26th.

4.6 Volunteer Coordination

A volunteer handbook has been developed and is ready for board approval.

A volunteer database has been created for volunteer contacts through Microsoft Access. There are currently 245 contacts as accumulated from different business areas of the Authority. 93 of those contacts are considered active volunteers.

Staff has been offered to participate in Niagara College's Green Day Event in September. This is a great opportunity for staff to recruit volunteers.

4.7 Communications and Community Outreach

Media Relations – Staff tweeted activities from the May Board meeting with good following. We received positive coverage of the Ball's Falls land purchase. Staff issued some releases after the last status report on the flood warnings with normal pickup and coverage. A letter to the editor published in Sun Media lauded Mayor Dave Augustyn and praised NPCA for the lakefront purchase in Wainfleet.

Promotional materials have been created for Ball's Falls Summer camps, Thanksgiving Festival and Doug Elliott Memorial Family Fishing Derby. Staff have created a vendor feedback survey to obtain feedback on potential changes to this year's Thanksgiving Festival.

A Digital Job Application form has been created to accept online applications from the website. The website is being reviewed and updates are being made regularly. A revamping will take place in the future.

Staff continues to participate in a number of community partnership initiatives to promote the work of the Conservation Authority. Promotional initiatives are focused to the revenue producing areas in an effort to increase visitation and encourage the purchase of Membership Passes. Displays are set up at 2 RBC branches, (Fonthill and Fenwick) to promote the work of the NPCA in conjunction with RBC's Blue Water program.

Staff was in attendance at the Citizenship Ceremony at Ball's Falls on Victoria Day, May 19th. Following the event, visitors were encouraged to enjoy the conservation area with their friends and families.

Staff attended a recognition event hosted by the Niagara Sustainability Network. The event offered a great networking opportunity and provides some insight on future collaborative prospects.

4.8 Special Corporate Projects

Staff has developed Corporate forms for:

- on-boarding checklist,
- acting pay authorization,
- employment application.

Staff will be working in conjunction with the Communications Specialist to finalize the Brand Management Document.

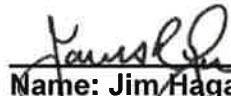
Staff attended a demonstration on the Microsoft Dynamics CRM Software program to explore suitability to support lines of business, and improve customer service.

Staff has been engaged to develop process mapping for the Marketing and Community Relations division.

4.9 Niagara Access and Privacy Working Group

This group of professionals tasked with handling the coordination of Freedom of Information Requests meets twice annually to share information and case studies. A meeting took place on June 4th and topics included A Case Study dealing with procurement and freedom of information presented by Region of Waterloo; Integrating Freedom of Information requirements into procurement policies, practices and templates by Brock University; and a discussion on the impending Canadian Anti-Spam Legislation (CASL) presented by Niagara Region. NPCA will host the next meeting to take place in January 2015.

Prepared by:



Name: Jim Hagar

Title: Acting Senior Manager, Corporate Services

Submitted by:



Carmen D'Angelo

Chief Administrative Officer

Secretary Treasurer

This report was prepared in consultation with: Cathy Kaufmann, Accounting Administrator; Geoff Verkade, Supervisor, GIS; and Mary Stack, Supervisor, Marketing & Community Relations



Report To: Board of Directors

Subject: Seasonal Summer Hire Program

Report No: 51-14

Date: June 18, 2014

RECOMMENDATION:

The Board receive Report No. 51-14 for information.

PURPOSE:

As set out in the Four Year Strategic Plan (2014 to 2017), initiatives have been made to support Niagara Peninsula Conservation Authority's goals and objectives. These initiatives will be consistent with the NPCA Mission, Vision and Values that support a strategy of:

- Attract and retain talent important to the organization
- Build bench strength – (professional, technical and leadership competencies)
- Promote an environment of accountability for behavior and performance, with employees responsible to provide excellent customer/client service
- Recognize and reward performance
- Provide a safe and healthy workplace that practices integrity, fairness and sensitivity to those impacted by our actions and decisions
- Foster innovation and continuous improvement

BACKGROUND:

The NPCA annually hires summer seasonal staff to provide operational supports to the Conservation Area services and programming. For the 2014 summer operations period, 41 summer seasonal employee positions were authorized for recruitment. To ensure the transparency of the hiring process, an advertisement was posted on the NPCA web site for a two week period, with an on-line application process implemented. At the close of the employment opportunity, 231 applications were received for consideration.

The positions under recruitment were:

- Gate Attendant
- General Labourer
- Equipment Operator
- Program Assistant
- Security Attendant

Each Conservation Area Superintendent and Assistant Superintendent participated in the recruitment of the allocated employee complement for their respective Conservation Area, with Human Resources support provided. Confirmation of the hiring decisions were communicated to the selected applicants through the introduction of "Success Letters" confirming the temporary period of employment, start date, and general terms and conditions of employment.

Collaboration between Operations and Corporate Services presented the opportunity to consolidate the summer hiring effort, ensure transparency and consistency of process, efficiency and good hiring decisions based on sound human resources best practices. Subsequently, and prior to the commencement of the work period, Operations supervisory staff provided mandatory health and safety training and workplace orientation to returning and new hires in accordance with ongoing corporate due diligence and legislated requirements.

NPCA reached out to community agencies that support student and young adult employment through wage subsidies and grants. NPCA was successful in obtaining approval to receive subsidies for a portion of the seasonal summer student hires which will assist in offsetting some of the labour costs.

Further process improvements will be discussed in cooperation between Operations and Corporate Services to enhance existing systems and processes, and identify new initiatives.

For a more detailed explanation of Operations and Human Resources activities associated with the seasonal summer hire process, please see Appendix "A" attached.

FINANCIAL IMPLICATIONS:

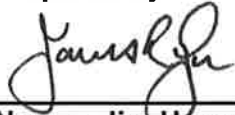
Overall, we are realizing operational efficiencies which should translate into reduced seasonal staff costs over the previous year without reducing services, and ensure better utilization of the approved staff complement.

- Summer staff rationalization resulted in reduction of seasonal summer staff in Conservation Area operations from 43 to 41;
- Applied for additional government subsidies (Youth Employment Fund) to offset costs. The subsidy provides \$2.00 / hour for every hour worked, up to 12 weeks.
- Created the Equipment Operator position clarifying skills, abilities and competencies and resulting pay scale, and reduced complement from 3 to 2;
- Summer staff is no longer eligible for flex days to maximize workforce utilization;
- Over Time must be authorized prior to being worked.

RELATED REPORTS AND APPENDICES:

Appendix A – Summer Hire Program Accomplishments


Prepared by:



Name: Jim Hagar

Title: Acting Senior Manager,
Corporate Services;
Human Resources Specialist

Reviewed by:



Name: David Barrick

Title: Sr. Manager, Operations

Submitted by:



Carmen D'Angelo

**Chief Administrative Officer
Secretary Treasurer**



APPENDIX “A” – Summer Hire Program Accomplishments

Strategic Goal	Initiative	Actions/Reasons
<i>Transparent Governance & Enhanced Accountability</i>	Centralized Summer Staff Recruitment	<ul style="list-style-type: none"> • On-line application to advertised employment opportunity • Focus on summer student employment • Maximize opportunity to access summer employment subsidies to offset costs • Engage Superintendents/Asst. Superintendents in recruitment process for learning and development • Fair employment opportunities to qualified applicants • Elimination of roll-over summer employment and employee benefit bridging during “layoff” • Creation of summer employment job descriptions
<i>Professional Development; Employment & Pay Equity Compliance</i>	Introduction of Job Design/Job Information Collection for Job Evaluation	<ul style="list-style-type: none"> • Pilot of proposed process to collect job information to produce a job description relevant to current work expectations • Assess work duties and responsibilities to ensure focus on desired outcomes and results • Determine if job work capacity can be enhanced by moving certain activities to those more appropriate to perform that work • Evaluate feedback, prepare project plan and report to Board
<i>Health & Safety Legislated Obligations; Due Diligence; accident prevention; workforce preparation to Meet Customer Service Expectations</i>	Training and Job Readiness for Summer Seasonal employment	<ul style="list-style-type: none"> • As staff commence work for the season, they are immediately required to undergo online WHMIS; OHSA; Bill 168 Violence in the Workplace/Harassment; AODA; Health and Safety Awareness for Workers; Young Workers Awareness Program; and the NPCA Safety Manual. Where they exist, tests and certificates are done to demonstrate proper understanding. In all cases, each of these includes a supervisor’s signoff and documentation. The Central

		<p>Workshop Superintendent organized the annual First Aid, CPR, and Defib training for all NPCA Full Time staff.</p> <ul style="list-style-type: none"> • Safety Manual, operating instructions, training by competent operators, and controlled observed use is being done for each staff member for equipment and tools to demonstrate competence. Prior to each new piece of equipment or process being assigned, instruction is provided to ensure this training is done and signoff is complete to confirm competency. • Safety orientation concerning park infrastructure, buildings, work processes and confined access spaces is being done at each point prior to staff taking on new tasks. This coincides with the NPCA's Working Alone Policy; familiarization with communication protocol requirements (cell phones and two-way radios) and tasks that require more than one person. • Gatekeeper training included online system exercises culminating in 'live' customer service activities.
Transparent Governance & Enhanced Accountability; Process Improvement	Development of online Recruitment Tool	In collaboration with Marketing & Community Relations, developed an on-line recruitment tool to be used to make applications for advertised vacancies
Develop Clear and Concise Communications Strategy; Encourage Commitment and Involvement	NPCA Intranet Site	In partnership with Niagara Region IT Solutions, develop NPCA dedicated intranet site that offers an in-house communication platform that communicates directly to staff, provides timely information, fosters greater awareness of corporate issues, recognizes staff and accomplishments, and provides a central site for access to general information, forms for self-service
Develop Clear and Concise Communications Strategy; Encourage Commitment and Involvement; and Initiate Corporate Culture of Two-way Communication	Employee Review of <i>Terms of Employment and Personnel Regulations</i>	Employees have been asked to express their interest in joining a cross functional team for the purpose of reviewing and making recommendations to the current <i>Terms of Employment and Personnel Regulations</i> to ensure a balance of interests between employee expectations and corporate, operational, and business requirements

Staff Development; and Legislative Compliance	Mandatory Health & Safety Training for Supervisory Staff	<ul style="list-style-type: none"> • Sessions were provided to Supervisors and Managers to meet legislated requirements of Ministry of Labour to meet July 1, 2014 deadline • Local Area Municipal partners invited to attend • Training provided through shared-service agreement with Niagara Region • Managers to direct employees to take employee component on-line through Ministry of Labour
Develop Clear and Concise Communications Strategy; Encourage Commitment and Involvement; and Initiate Corporate Culture of Two-way Communication	Employee Onboarding and Orientation	In collaboration with Marketing & Community Relations, commenced development an onboarding checklist, onboarding guide for the hiring manager and a corporate orientation package
Legislative Compliance	New/Summer Student Health & Safety Training and On-Site orientation	Workplace safety and orientation provided by on-site Supervisor/Manager compliant with legislation and regulations



Report To: Board of Directors

Subject: iDARTS Implementation – Status Update

Report No: 52-14

Date: June 18, 2014

RECOMMENDATION:

That the iDARTS Implementation Status Update Report No. 52-14 be received for information purposes.

PURPOSE:

The NPCA Strategic Plan identifies the need for the Authority to improve performance within its development approvals process. It specifically recommends the adoption of 'iDARTS', a software system for monitoring development applications. This system is currently used by the Region of Niagara. This report serves to update the Board on the status of iDARTS implementation planning activities conducted to date.

BACKGROUND:

In February of this year, the NPCA formed a project team (see below) and a kick-off meeting was held with Regional staff to better understand iDARTS, clarify expectations and objectives, and to discuss implementation challenges.

Core NPCA Project Team Members

NPCA	Primary Role
Peter Graham	Project Champion
Geoffrey Verkade	Project Lead
Suzanne McInnes	Planning - Management
Sarah Mastroianni	User Interface -Analyst
David Deluce	User Interface - Supervisor

At this meeting it was determined that the Region would have to prioritize required resources within their respective work plans, and that the Authority would benefit from further business analysis to match perceived needs to the system's capabilities as a potential solution.

The Region has since confirmed that it will have resources available to assist the NPCA with implementing the iDARTS system beginning in July, with a targeted 'Go-Live' date at the end of 2014.

DISCUSSION:

The NPCA Core Team has since been appropriately identifying and vetting implementation considerations in order to develop a project work plan.

The objectives of this working group are to look at the practical application of iDARTS in context of the NPCA's needs related to improving performance in its development review process. Several Key Performance Indicators (KPI's) were identified to ensure that the system meets the NPCA's needs. It became readily apparent that the system will require technical customization. New 'application' types will need to be added to the database to address general property inquiries and permitting types of activities that the NPCA uniquely performs in its development review process.

The team also recognized the critical need to analyze and document the potential integration points between the system and existing operational workflows. This will help identify collaboration opportunities between NPCA and the Region on common development applications addressed through our shared responsibilities under the current Niagara Planning Function Memorandum of Understanding (MOU). The existing Development Approvals Flow Charts developed from the Strategic Plan process were utilized for this step.

More intensive documentation of workflows will be accomplished using Business Process Modeling Notation (BPMN). It is a flow charting approach that will provide the NPCA with the capability of understanding and communicating its Plan Review and Regulations procedures in an industry standard. The resulting charts will also offer value to staff training and orientation needs, as well as broader corporate communication benefits. BPMN is highly transferable to additional business areas as the Authority improves other operational processes through implementation of the Strategic Plan.

The new flow charts (see example in Attachment #3) will also be leveraged to audit the existing information available for decision support requirements in the system. This will offer direct insight to help develop future business cases for mapping enhancement projects that would potentially lead to further performance improvements associated with both iDARTS and the broader development approvals process.

FINANCIAL IMPLICATIONS:

The NPCA will be prepared to collaborate with the Region to determine financial implications upon resuming implementation discussions in July. Specific project tasks beyond this point in the anticipated work plan are expected to be subject to refinement based on the Region's resourcing and availability.

A finalized project work plan with implementation options and associated expenses will be presented to members of the Authority for consideration at the September Board meeting.

Upon Board approval, technical activities are anticipated to take place throughout the fall and early winter of 2014. This timeframe is in line with the objective identified in the NPCA Strategic Plan for this initiative (Phase 2, Implementation: Q3 2014). Target is for NPCA to have the system operational for January 2015.

RELATED REPORTS AND APPENDICES:

1. Gantt Chart - iDARTS Implementation Project.
2. High Level Milestones, Deliverables, and Target Dates - iDARTS Implementation Project.
3. BPMN and Strategic Plan Flow Chart – comparison of 'NPCA Permit Application Process'.

Prepared by:



Geoffrey Verhade
Supervisor, GIS Services

Reviewed by:



Peter Graham, MBA P. Eng.
Director, Watershed Management

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

This report was prepared with the consultative input from: Suzanne McInnes, Manager, Planning Review and Regulations; David Deluce, Supervisor, Development Reviews; and Sarah Mastroianni, Planning Approvals Analyst.

NPCA iDARTS Implementation Project		Jan			Feb				Mar				Apr				May					June				July				August				September				Q4	2015		
Project Phases	Key Tasks, Milestones, and Deliverables	17	24	31	7	14	21	28	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	5	12	19	26		Q1	
1. Project Initiation																																									
	1.1 Kick-off Meeting - NPCA and Region																																								
	1.2 Define Project Scope and Confirm Internal Project Team																																								
	1.3 Confirm 2014 Prioritization of Project - Region																																								
	1.4 Technical Review of iDARTS System Capabilities - NPCA																																								
2. Project Planning and Implementation Preparation - Internal																																									
	2.1 Meeting to Discuss Business Needs																																								
	2.1.1 BPMN Pilot - 'Triage' Portion																																								
	2.2 Meeting - Workflows Using BPMN																																								
	2.3 NPCA Planning and Regulatory Review Team Consultations																																								
	2.3.1 Development Review and Planning Approval Analyst Roles																																								
	2.3.2 Permit Approvals and Extended Engineering Services Roles																																								
	2.3.3 Watershed Biology Services Roles																																								
	2.4 Meeting to Review, Finalize, and Approve Completed Existing Workflow Diagrams																																								
	2.5 Meeting to identify iDARTS Integration Points																																								
	2.5.1 Workflow Diagrams with iDARTS Integration Points Finalized																																								
	2.6 Data Requirements Documented and Existing Operational Information Qualified																																								
3. Project Planning and Implementation Preparation - Region																																									
	3.1 NPCA and Region Re-Engagement Meeting – Presentation of NPCA Needs																																								
	3.2 Meeting to Consider NPCA and Regional Workflow Integration Points using iDARTS																																								
	3.3 NPCA and Region GIS Focused Sub-meetings to confirm:																																								
	3.3.1 Interagency Application: Geo-Referencing Procedures																																								
	3.3.2 Operational Decision Support Information for Environmental Review																																								
	3.4 Finalize and Approve Detailed Project Plan and Costing - NPCA and Region																																								
4. Technical Implementation and Testing																																									
	4.1 Various Technical Tasks Associated with Implementation Performed																																								
	4.1.1 Customization in iDARTS																						</																		

Completed

In Progress

Pending (to be refined / confirmed with Region)

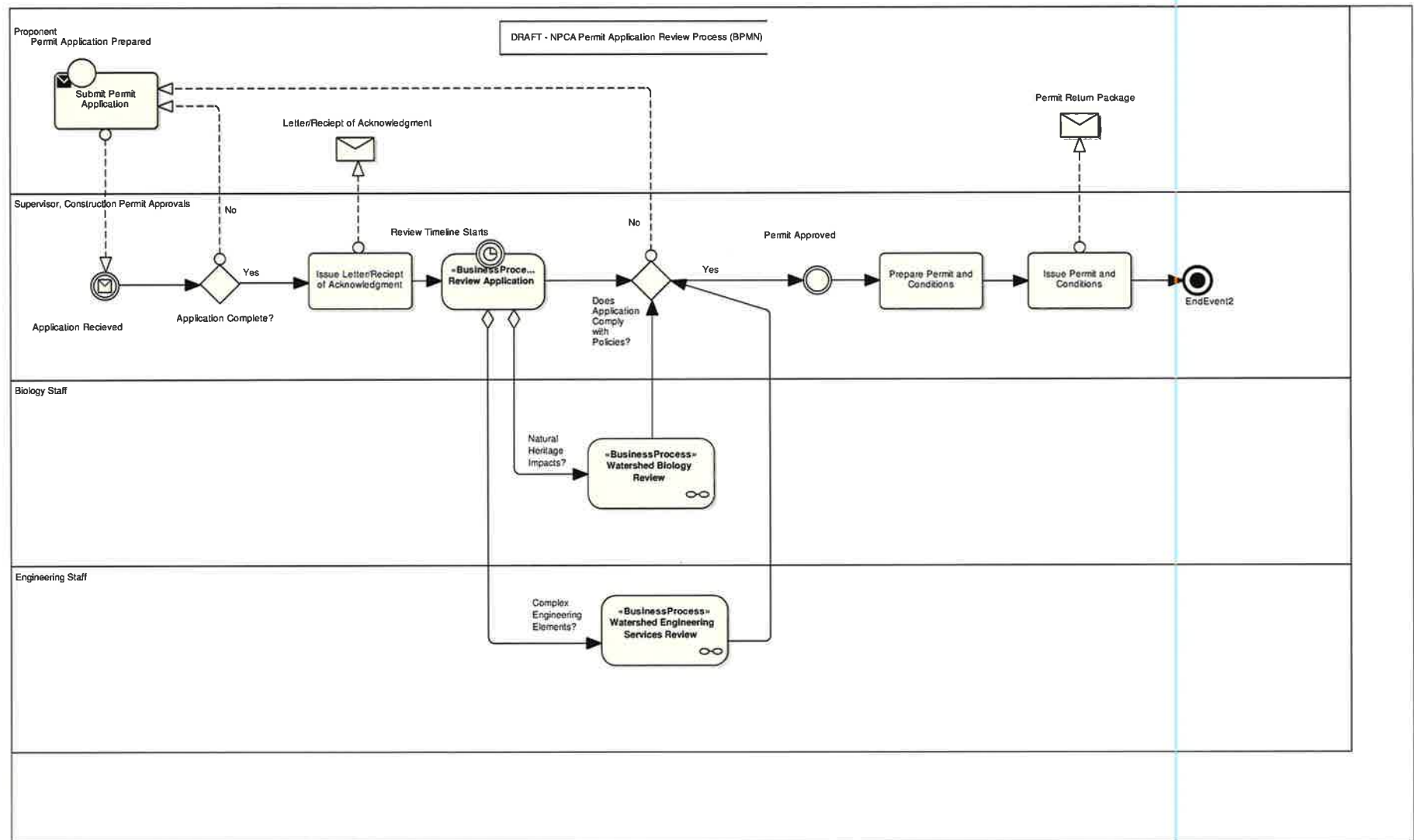
NPCA iDARTS Implementation Project

HIGH-LEVEL MILESTONES, DELIVERABLES AND TIMELINES

The following are the project's high-level milestones, deliverables and targeted completion dates. High-level milestones are the key 'how are we doing' thresholds of the project against which project progress can be measured.

Key Milestones & Deliverables	Target Date
1. Phase 1: Project Initiation	
1.1 Kick-off Meeting - NPCA and Region	February 27 th , 2014
1.2 Define Project Scope and confirm Internal Project Team	March 4 th , 2014
1.3 Confirm 2014 Prioritization of Project - Region	March 24 th , 2014
1.4 Technical Review of iDARTS System Capabilities - NPCA	March 28 th , 2014
2. Phase 2: Project Planning and Implementation Preparation - Internal	
2.1 NPCA Internal Team Meeting to Discuss System Capabilities in Context of Business Needs	April 3 rd , 2014
2.1.1 BPMN Pilot - 'Triage' Portion, and convert NPCA Permit Application from Strategic Plan Development Approvals Flow Charts	May 9 th , 2014
2.2 NPCA Internal Team Meeting to Coordinate Information Gathering to Document Existing Planning and Regulatory Review Workflows Using BPMN	May 14 th , 2014
2.3 NPCA Planning and Regulatory Review Team Consultations	June, 2014
2.3.1 Development Review and Planning Approval Analyst Roles	TBD
2.3.2 Permit Approvals and Extended Engineering Services Roles	TBD
2.3.3 Watershed Biology Services Roles	TBD
2.4 NPCA Internal Team Meeting to Review, Finalize, and Approve Completed Existing Workflow Diagrams	Week of June 27 th , 2014
2.5 NPCA Internal Team Meeting to Overlay and Project iDARTS Integration Points onto Existing Workflow Diagrams	Week of July 11 th , 2014
2.5.1 Secondary review of Workflow Diagrams with iDARTS Integration Points and/or Workflow Modifications Produced and Finalized	Week of July 25 th , 2014
2.6 NPCA iDARTS System Spatial Data Requirements Documented and Existing Operational Information Qualified	End of August
3. Phase 3: Project Planning and Implementation Preparation - Region	Start – Mid July
3.1 NPCA and Region Re-Engagement Meeting – Presentation of NPCA Needs and System Usage	TBD
3.2 Meeting to Consider NPCA and Regional Workflow Integration Points using iDARTS	TBD
3.3 NPCA and Region GIS Focused Sub-meetings to confirm:	August
3.3.1 Interagency Application: Geo-Referencing Procedures of iDARTS	TBD
3.3.2 Operational Spatial Decision Support Information for Environmental Review within iDARTS	TBD
3.4 Finalize and Approve Detailed Project Plan and Costing - NPCA and Region	Sept. Board Meeting
4. Phase 4: Technical Implementation and Testing	Q 3&4
4.1 Various Technical Tasks Associated with Implementation Performed	
4.1.1 Customization in iDARTS (i.e. add NPCA Specific Application Types and Set Sequence of Events)	End of November
4.1.2 GIS Viewer Configuration	End of November
4.2 Small Testing Pilot with One NPCA Planning Approvals Analyst	December
5. Phase: 5 Go-Live/Completion (predicted by Region).	Year End/Q4
5.1 Training & Orientation	Q1 2015

Comments: Phase 4 is loosely identified. Specific workplan and technical tasks to be refined through phase 3 in consultation and collaboration with Region resourcing requirements.





Report To: Board of Directors

Subject: Ontario Geological Survey – Niagara Study and Proposed Monitoring Wells

Report No: 53-14

Date: June 18, 2014

RECOMMENDATION:

1. That the NPCA undertake the monitoring well installation program in conjunction with the OGS, as discussed in this report.
2. That the NPCA Board authorize the CAO to enter into "Landowner Agreements" on behalf of NPCA in order to allow for the installation of monitoring wells on lands not owned by NPCA.
3. That the NPCA Board approve a budgeted item to operate and maintain these new monitoring wells.

PURPOSE:

The purpose of this report is to:

- Provide a summary of the study that is being conducted in Niagara Peninsula by the Ontario Geological Survey (OGS);
- Outline the benefits and opportunities of the study;
- Outline what NPCA's role and responsibilities would be in the study;
- Request NPCA Board approval to undertake a monitoring well installation program, in conjunction with the OGS study.
- As part of the well installation program, request NPCA Board approval for land owner agreements that will be required to install the wells. (For example, enter into an agreement with Town of Pelham to install, use and maintain a monitoring well on one of their municipal properties or road allowances.)

This project aligns with the strategic plan in that it improves the depth and quality of information needed to effectively assess and manage groundwater resources (critical natural resource) in key areas of the Niagara Peninsula.

"The objects of an authority are to establish and undertake, in the area over which it has jurisdiction, a program designed to further the conservation, restoration, development and management of natural resources other than gas, oil, coal and minerals." R.S.O. 1990, c.C.27 s.20

BACKGROUND:

The Ontario Geological Survey (OGS) is a branch of Northern Development and Mines (provincial agency) who conduct mapping and geoscientific research. The OGS Groundwater Geoscience program conducts regional studies that aim to assess groundwater resources that will ultimately help protect, manage and sustainably develop groundwater resources in Ontario. In October 2012, Niagara Region and NPCA submitted two joint proposals to the Ontario Geological Survey to conduct studies in Niagara. In early 2013, after a review of all the proposals, OGS informed NPCA and Niagara Region that the Niagara Peninsula would be one of OGS's next study areas, at no cost to NPCA or the Region.

Goals

The goal of OGS's Niagara Study is to build a 3-D model of overburden (not bedrock) deposits that form regional-scale aquifers and aquitards. The OGS study will involve:

- Assembling existing information and data on the geology of Niagara Region
- Conducting non-intrusive geophysical surveys
- Conducting a borehole drilling and soil sampling program (installing 18 new wells)
- Interpreting this new field data
- Developing a conceptual geological model for Niagara
- Generating technical and user-friendly products for a wide client base

Benefits of Program

The OGS will spend between \$550,000 and \$650,000 over four years (2013-2016) on this study. Benefits of this program include improved information for:

- Resource development – industrial minerals, water takings, geothermal
- Geotechnical studies for infrastructure;
- Brock University Research on chronostratigraphy and paleoenvironments;
- Groundwater applications; and
- Land use planning.

Benefits of NPCA's Involvement

OGS are providing material for monitoring wells and need local partners to cover the minor costs of installation, complete on-going monitoring and analysis of results and to be owners of the wells. Thanks to a \$50,000 grant secured by staff from Niagara WaterSmart there is an opportunity for the NPCA to partner with OGS that will address a number of data gaps. Well locations have already been strategically chosen for the greatest impact to the NPCA. Benefits of NPCA's involvement in this program include information to inform:

- Source water protection
- New water supplies
- Groundwater flow models
- Water budgets
- Groundwater monitoring (quality and recharge)

- Rural private servicing assessments (Groundwater Vulnerability Mapping and sustainable aquifer information)
- Management of Twelve Mile Creek's coldwater fisheries habitat
- Environmental Assessments
- Niagara Region Landfill Reporting
- Niagara College training and research

Expanding on this list, this information may allow for more potable water aquifers to be identified for use by rural users of groundwater.

Well installations are only proposed on public lands (conservation authority property, municipal lands and lands owned by the Niagara District School Board). Landowner Agreements would be required where wells are not located on NPCA properties. This arrangement is not new to NPCA, as we already have similar agreements for monitoring wells installed under the Provincial Groundwater Monitoring Network (e.g., in NOTL, Pelham, and Port Colborne). Wells are expected to have life spans of at least 30 years.

DISCUSSION:

Options for Board consideration include the NPCA:

1. Participating in the proposed monitoring well program that includes an annual budget of \$8,000 for monitoring and lab analysis.
2. Participating in the monitoring well program with no annual budget provision, thereby delaying and/or limiting the quantity and quality of monitoring information to be obtained.
3. Not participating in the monitoring well program, which would require the NPCA returning the \$50,000 provided by Niagara WaterSmart.

FINANCIAL IMPLICATIONS:

NPCA staff has secured \$50,000 in Niagara Water Smart funding to undertake the 2014 monitoring well installation program in conjunction with OGS.

Starting in 2015, an estimated annual budget of \$8,000 would be required for monitoring and maintenance of the proposed 18 new deep monitoring wells.

Monitoring wells also eventually require repairs or decommissioning, however they are expected to be functional for at least 30 years. Decommissioning costs are estimated at between \$1,500 and \$2,200 per monitoring well (total cost of \$27,000 - \$40,000) in today's dollars. As grant money was secured for their installation such funding may be available for future decommissioning. NPCA's current Provincial Groundwater Monitoring Network monitors have been in operation for 12 years with no need for decommissioning in that time.

RELATED REPORTS AND APPENDICES:

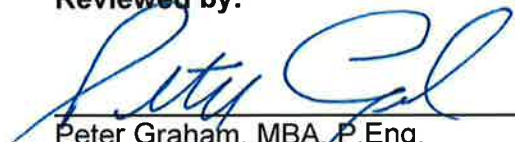
1. Appendix A: Sample Landowner's Agreement
2. Appendix B: Figure 1 - Proposed NPCA Monitoring Wells

Prepared by:




Jayme Campbell, P.Eng.
Supervisor, Special Projects

Reviewed by:



Peter Graham, MBA, P.Eng.
Director, Watershed Management

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

This report was prepared with the consultative input from:
Brian Wright, Manager, Watershed Projects

LANDOWNERS AGREEMENT

MEMORANDUM OF UNDERSTANDING

Agreement made in duplicate this ____ day of _____, 200__.

BETWEEN: THE TOWN OF PELHAM
(Hereinafter referred to as the “Owner”)
OF THE FIRST PART

-And-

**THE NIAGARA PENINSULA CONSERVATION
AUTHORITY**
(Hereinafter referred to as the “Authority”)
OF THE SECOND PART

Throughout this Agreement, the term “Parties” mean the Owner, and the Niagara Peninsula Conservation Authority (NPCA).

WHEREAS the Authority is to undertake groundwater monitoring activities (hereinafter called the “Works” described in Schedule A attached) on lands owned by the Owner, being the Town of Pelham, part of Lot #, Concession #, in the Province of Ontario (hereinafter called the “Lands”).

AND WHEREAS the Owner and the Authority agree to the activities as outlined in Schedule “A”;

NOW THEREFORE the Owner and the Authority agree as follows:

TERM OF AGREEMENT

The Parties agree:

That this Agreement shall remain in force from the date of signing and may be discontinued by a Party or the Parties acting under the PROVISIONS FOR CANCELLATION section of this agreement.

That this Agreement may be amended from time to time by mutual written agreement of the Parties.

That the equipment purchased and installed on the Lands by the Authority shall remain in the ownership of the Authority under the terms agreed upon by the Authority and the Owner, for the life of, and after termination of this agreement.

PROVISIONS FOR CANCELLATION

The Parties agree:

That this Agreement may be cancelled unilaterally by either Party by providing three (3) months notice in writing of the intention of cancel to the other Party or by mutual agreement with any agreed period of notice.

OWNER OBLIGATIONS

1. The Owner grants to the Authority, permission to enter upon the Lands for Works as outlined in Schedule 'A' attached to this agreement.
2. The Owner agrees not to remove, destroy or alter, in any way, the Works equipment without prior consultation and approval of the Authority.
3. If there is any noticeable visible damage, accidental or otherwise, to the Works, the Owner will immediately notify the Authority.
4. Subject to the other provisions of this agreement, the Owner, in the absence of negligence, hereby remises, releases and forever discharges the Authority from all claims and demands for injuries, including death, loss, damages and costs in any way related or connected with the Works.
5. Upon termination by the Authority or Owner and without extension of this agreement, and upon removal of the monitoring equipment by the Authority, the Authority shall assume responsibility for abandonment of the well in accordance with the Ontario Water Resources Act and Regulation 903 unless the Owner submits in writing a desire to take ownership of the well.

AUTHORITY OBLIGATIONS

1. The Authority shall perform the work as outlined in Schedule A with due diligence and care and in keeping with the expertise expected from it.

2. The Authority will make a reasonable attempt to notify landowners before entering the Lands for Works.
3. The Authority shall maintain the well and the installed equipment well in accordance with the Ontario Water Resources Act and Regulation 903.
4. Upon termination and without extension of this agreement, the Authority agrees to remove and retain possession of the existing equipment installed through the Works.
5. Upon request by the Owner, the Authority shall deliver to the Owner the water quantity and/or water quality data collected from the Owner's well by the Authority for the life of this agreement.
6. Should the Authority become aware of water quality concerns, such as water sample analytical results from the program that are above the Ontario Drinking Water Quality Standards (ODWQS), during the term of the program, the Authority agrees to provide the owner with written notification of said results.
7. The Authority reserves the right to use the information generated by this program for the management and protection of the Niagara Peninsula's water resources and human health. All data shall be subject to disclosure as required under provincial legislation.

INSURANCE AND INDEMNITY

- i) During the entire term of this Agreement, the Authority agrees to obtain and keep in force a general public liability insurance policy in the maximum amount of five million dollars (\$ 5,000,000.00) of lawful money of Canada, that protects the Authority and the employees of the Authority from all claims, demands, actions, causes of action that may be taken or made against them or any of them for any loss, damage or injury, including death, of any nature or kind whatsoever that may arise through any act or omission or both including negligent acts or omissions of the Authority or any employee or employees of the Authority.
- ii) The Authority agrees to protect, indemnify, keep indemnified and save harmless the Owner from and against all claims, demands, costs, actions, causes of action, expenses, legal fees whatsoever which may be taken or made against them or any of them incurred or become payable by them or any of them for any loss, damage or injury, including death, of any nature or kind whatsoever arising out of or in consequence of any act, neglect or omission of the Authority or any employee(s) or subcontractors of the Authority in connection with the performance of this Agreement.

- iii) The Authority agrees to protect, indemnify, keep indemnified and save harmless its officers, servants and agents from and against all claims, demands, costs, actions, causes of action, expenses, legal fees whatsoever which may be taken or made against them or any of them incurred or become payable by them or any of them for any loss, damage or injury, including death, of any nature or kind whatsoever arising out of or in consequence of any act, neglect or omission of the Authority or any employee(s) or subcontractors of the Authority in connection with the performance of this Agreement.

OCCUPATIONAL HAZARDS

- i) The Authority shall take special note on site of inherent occupational hazards, if any. The Authority shall be knowledgeable of, and abide by, the provisions of all legislative enactment, by-laws and regulations in regard to health and safety in the Province of Ontario including, without limitation, the Health and Safety Act of Ontario.
- ii) The Authority shall at all times have available a competent supervisor who is authorized to act on the Authority's behalf, and who is to ensure that the work and services are properly and safely carried out.

COMPLY WITH THE LAWS

The Authority employees and representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders, and all by-laws of all relevant local authorities.

SCHEDULES

The Owner and the Authority agree that the provisions of Schedule 'A' to this Agreement form a part of this Agreement as if fully incorporated herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement

SIGNED, SEALED AND DELIVERED

THE TOWN OF PELHAM

Witness as to execution

Per: _____

Name and title

**THE NIAGARA PENINSULA CONSERVATION
AUTHORITY**

Witness as to execution

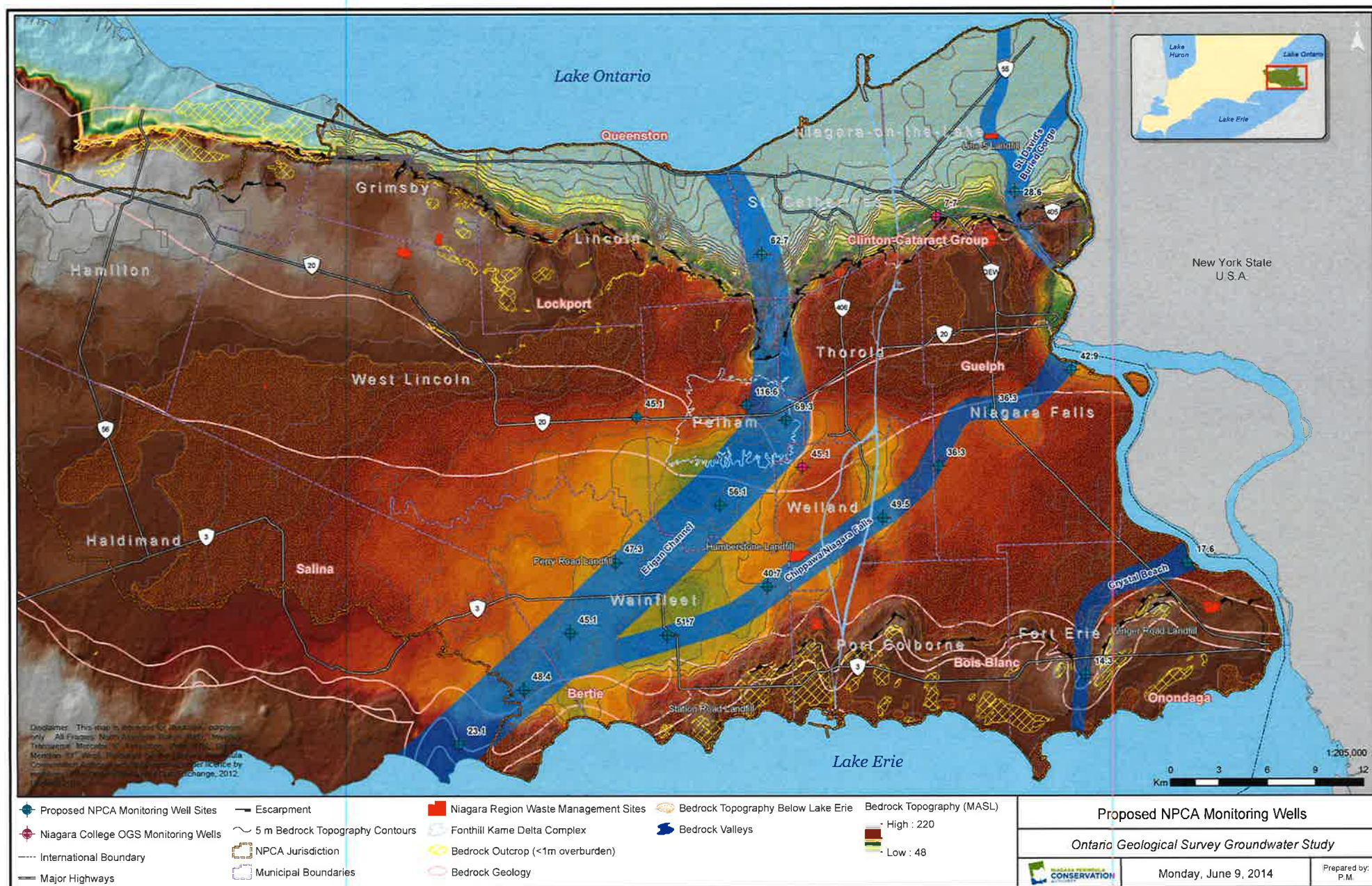
Per: _____

Name and title

SCHEDULE “A”

To the Agreement between the Owner and the Authority, all or some of the following activities will be conducted as part of the Works by the Authority, their employees and agents:

1. Perform any clean-up works necessary to ensure reasonable access to the monitoring well and equipment including general well site clean up and removal of obstructions to well access and to the well site access road.
2. Monitoring wells to be instrumented require preparation prior to instrumentation. Installation of monitoring equipment including well caps, down well dataloggers and associated cables, and telemetry equipment and enclosure box mounted on a pole adjacent to and connected to the well casing by cables. Wire mesh cages may also be constructed to protect the installation.
3. Regular visits (4-12 times/ annum) to the well site to collect water level monitoring data and water quality samples. Site inspections and maintenance of the installed monitoring equipment, and to perform any minor clean-up work necessary to ensure on-going reasonable access to the well site will be also done at this time.
4. Regular visits (1-2 times/ annum) to the well site to operate water well purge equipment (pumps) prior to the collection of water quality samples from the well. These visits will coincide with regular site visits.
5. Training of new Authority personnel to ensure that assigned staff is properly trained in the operation and maintenance of the installed monitoring equipment.





Report To: Board of Directors

Subject: 2014 WECl Agreement with MNR

Report No: 54-14

Date: June 18, 2014

RECOMMENDATION:

1. That the NPCA enter into an agreement with MNR to accept the WECl funding for \$12,500 towards the installation of additional monitoring wells and the repair of some existing monitoring wells at Binbrook Dam.

PURPOSE:

The purpose of this report is to:

- Provide the results of the Watershed Erosion Control Infrastructure (WECl) funding application that NPCA submitted for 2014.
- Provide the MNR-NPCA agreement required to receive the WECl funds.
- Request NPCA Board approval to enter into the agreement with MNR for WECl funds (for the project covering the installation and repair of monitoring wells at Binbrook Dam).

BACKGROUND:

Each year the Ontario Ministry of Natural Resources (MNR) provides funds to the Conservation Authorities (CA's) through the Water and Erosion Control Infrastructure (WECl) Program. Conservation Authorities apply in February and the MNR then assesses and prioritizes the applications. If funding is awarded, the CA's must contribute 50% to the cost of the projects and the WECl funding covers the remaining 50 percent.

Niagara Peninsula Conservation Authority (NPCA) made a submission for two projects in 2014. Both projects were approved by MNR for WECl funding this year. The two projects are described below and pertain to the Binbrook Dam and Control Structure.

Binbrook Dam Monitoring Wells - Repair and Installation

The Binbrook Dam is a High Hazard structure located on the Welland River. Monitoring wells were originally installed as part of the construction of the dam in 1971. The monitoring wells allow the NPCA to determine the amount of groundwater flowing through the earth dam and the resultant state of stability of the structure.

The Binbrook Dam Monitoring Well Study (dated March 19, 2014) completed by WSP Canada Inc. (formerly Genivar Inc.) identified the need to undertake remedial work on some of the

existing monitoring wells. The study also recommended installing four new monitoring wells in order to effectively monitor the earth dam for signs of instability.

Binbrook Dam Control Building - Repairs

As noted, the Binbrook Dam is a High Hazard structure. The Binbrook Dam Control Building was originally constructed in 1971 and contains all the equipment and instrumentation to monitor and control this water control structure. Some areas within the Control Building require confined-space entry protocols. Because of the expensive equipment and confined-space designation, access to the building must be kept secure.

The building's only man-door has degraded to the point where it is difficult to access the structure, and hence requires replacement to ensure safety and security. In addition, the mortar of the exterior brick walls is showing visible signs of significant deterioration, and therefore needs to be repointed.

DISCUSSION:

NPCA has the option of accepting funding for both projects, one of the projects, or none of the projects. If funding for a project is not accepted this year, it is possible to re-apply next year to WECl for that particular project funding. There is a risk that NPCA may not obtain funding next year if we decide to re-apply in 2015 instead of accepting the funds this year.

Of the two available projects, the Binbrook Dam monitoring well repairs and installation of new wells is the highest priority. It is highly recommended that the repair and installation of the dam monitoring wells be completed this year. The repairs to the Binbrook Dam-Control Building could be delayed until next year.

FINANCIAL IMPLICATIONS:

The following table provides details of the project costs.

No.	Project Description / Title	Total Estimated Project Cost	Cost to NPCA	Matching WECl Funds from MNR
1	Binbrook Dam Monitoring Well Repairs and Installation of 4 new wells	\$ 25,000.	\$ 12,500.	\$ 12,500.
2	Binbrook Dam Control Building Repairs - Exterior Brick Repointing (\$ 46,000) - Man-door Replacement (\$ 4,000)	\$ 50,000.	\$ 25,000.	\$ 25,000.
Total		\$ 75,000.	\$ 37,500.	\$ 37,500.

NPCA staff recommends that the funding be accepted for the project covering the repair and installation of monitoring wells at Binbrook Dam. This means that the NPCA must contribute \$12,500 to the cost of this one project. If the project is completed under-budget the NPCA costs would be 50% of the actual total project cost.

RELATED REPORTS AND APPENDICES:

1. 2014 WECl Funding Agreement and Cover letter from MNR.

Prepared by:




Brian Wright
Manager, Watershed Projects

Reviewed by:



Peter Graham P.Eng.
Director, Watershed Management

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

***This report was prepared with the consultative input from:
Steve Miller, Supervisor, Water Resource***

MAY12 '14 PM 2:19

Ministry of Natural Resources

Ministère des Richesses naturelles

Regional Operations Division
Integration Branch
300 Water Street
Peterborough, ON K9J 8M5
Telephone: (705) 755-1258
Fax: (705) 755-1267

Division des opérations régionales
Direction de l'intégration
300, rue Water
Peterborough (Ontario) K9J 8M5
Téléphone: (705) 755-1258
Télécopie: (705) 755-1267



May 9, 2014

Mr. Carmelo D'Angelo
Chief Administrative Officer/Secretary-Treasurer
Niagara Peninsula Conservation Authority
250 Thorold Road West, 3rd Floor
Welland ON L3C 3W2

Dear Carmelo D'Angelo:

Congratulations on your recent appointment as the Niagara Peninsula Conservation Authority new Chief Administrative Officer.

The Ministry of Natural Resources (MNR) is pleased to advise that the Niagara Peninsula Conservation Authority has been approved for two repair projects under the Water and Erosion Control Infrastructure (WECI) program as outlined below.

Program -Water and Erosion Control Infrastructure (WECI)	Total Provincial Allocation
R.14.067- Binbrook Dam Monitoring Wells Repair and Installation	\$12,500.00
R.14.061- Binbrook Dam Control Building Repairs	\$25,000.00
Total	\$37,500.00

The attached legal agreement contains the terms and conditions of funding with specific reporting deliverables and a table outlining the payment schedule. Please review the agreement, sign in **triplicate** and return them within one week to the address noted below. MNR will then sign each agreement and an original signed copy will be returned for your records with your payment. We will require you to provide confirmation of municipal matched funding prior to the issuance of funds.

In regards to your Water and Erosion Control Infrastructure project applications, the WECl Committee made the following recommendation:

- The repair score of project **R.14.061 Binbrook Dam Control Building Repairs** was reduced to the following: Standards 20 to 10, Urgency 30 to 20, for a repair score of 40 and a total score of 130.

We look forward to our continued partnership in the delivery of flood/erosion control operations and hazard prevention activities that assist the province in protecting human life, property and natural resources.

Please send signed legal agreements to:

Robert Fancy, Program Advisor
Land and Water Services Section,
Ministry of Natural Resources
5th Floor South
300 Water Street
Peterborough, Ontario
K9J 8M5

If you have any questions concerning your WECl agreement please contact Rob at (705) 755-1259 or rob.fancy@ontario.ca.

Sincerely,



Peter Hulsman
Manager,
Land and Water Services Section

THE AGREEMENT effective as of the _____ day of _____, 2014

B E T W E E N :

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Natural Resources**

(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 \$ 37,500.00

"**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, 2015** 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 Remedying.** 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, 3rd Floor
Welland, Ontario, L3C 3W2

Attention:

Carmelo D'Angelo 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 the Minister of Natural Resources**

Name: Carrie Hayward
Title: Assistant Deputy Minister

Date

Niagara Peninsula Conservation Authority

Name: Carmelo D'Angelo
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, 2014 to March 31, 2015

SCHEDULE "B"

BUDGET

Repairs

Project ID	Project Name and Description	Total Cost	Local Share (50%)	Provincial Share (50%)
R. 14.061	Binbrook Dam Control Building Repairs	\$50,000	\$25,000	\$25,000
R. 14.067	Binbrook Dam Monitoring Wells Repair and Installation	\$25,000	\$12,500	\$12,500
Total		\$75,000	\$37,500	\$37,500

Studies

Project ID	Project Name and Description	Total Cost	Local Share (50%)	Provincial Share (50%)
Total				

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 4th 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.	\$9,375.00
2. 50% of the provincial share will be forwarded to the Authority based on the results of the In Year Report.	\$18,750.00
3. Final payment, approximately 25% of the provincial share, will be released based on need and progress reporting in 4 th Quarter Confirmation Report.	\$9,375.00
4. Final Year End Report on project results and expenditures	

SCHEDULE "D"

REPORTS

Name of Report	Due Date
1. In Year Status Report	October 17, 2014
2. 4 th Quarter Confirmation Report	January 16, 2015
3. Final Expenditure Report	March 31, 2015

Report Details

1. An in year status report October 17, 2014 indicating the progress of the project(s) and confirmation of funding required for the 2nd instalment.
2. A 4th Quarter confirmation report due January 16, 2015 to confirm status of project(s) and amount of final instalment.
3. By March 31, 2015, 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.



**NIAGARA PENINSULA
CONSERVATION
AUTHORITY**

Report To: Board of Directors

Subject: 2014 Mower RFQ

Report No: 55-14

Date: June 18, 2014

RECOMMENDATION:

That the NPCA Board **AUTHORIZE** staff to proceed with the purchase of two (2) Kubota F3990 Mowers from Ben Berg Farm & Industrial Equipment Ltd for the sum of \$41,098.10 (includes applicable taxes and a trade in).

PURPOSE:

The purpose of this report is seek permission to purchase (2) Kubota F3990 Mowers from Ben Berg Farm & Industrial Equipment Ltd.

BACKGROUND:

Each year the Operations Department sends out a Request For Quotation to purchase two (2) new mowers to replace mowers that were 4 years old or older, as per our equipment policy.

On Friday May 16th, 2014, the RFQ was sent out to eight (8) Equipment Dealers including Ben Berg Farm & Industrial Equipment Ltd. (Kubota) , W.J Heaslip (Kubota), Premier Equipment (John Deere), Redtrac International (Kubota, International , St. Catharines New Holland (New Holland), O'Neils Farm Supply (Case, Massey Ferguson), Egger Truck and Machine (Walker), and Duke Equipment Limited (Various). Viewing of the trade-in mower was available, by appointment on May 26th and May 27th. The final submission for the RFQ was Wednesday June 4th, 2014 at 3pm.

DISCUSSION:

As of Wednesday June 4th, 2014 at 3:01 p.m., only one (1) RFQ submission was received. That submission was received from Ben Berg Farm & Industrial Equipment Ltd. The price on the two (2) mowers was \$41,098.10 which included taxes and a \$9000 trade-in on the mower that we need to replace.

FINANCIAL IMPLICATIONS:

The Operational Budget has \$30,000 for the purchase of the equipment. The Equipment Reserve has \$16,250. In order to purchase both mowers, we will have to pull from the Equipment Reserve Operating Budget. No other equipment has been identified for purchase in 2014.

RELATED REPORTS AND APPENDICES:

None

Prepared by:



Name: Gregg Furtney
Title: Conservation Areas Supervisor

Reviewed by:



Name: David Barrick
Title: Senior Manager, Operations

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer



Report To: Board of Directors

Subject: NRWC Request for NPCA Property Access- Gord Harry Trail
(Follow-up Report)

Report No: 56-14

Date: June 18, 2014

RECOMMENDATION:

1. That the NPCA Board **RECEIVES** Report No. 56-14 for information.
2. That the NPCA Board **AUTHORIZE** staff to enter into a Land Use agreement granting NRWC access to the Gord Harry Trail as per Option 3 as outlined in this report.

PURPOSE:

For the NPCA Board to consider granting property access to Niagara Region Wind Corp. (NRWC) for use of a portion (635m) of the Gord Harry Trail.

This report aligns with the 2014-2017 Strategic Plan through the NPCA Mission:

'To manage our watershed's natural resources by balancing environmental, community, and economic needs.'

BACKGROUND:

NRWC approached the NPCA late in 2013 regarding their proposed Wind Farm and possible access to the Gord Harry Trail. Further discussions with NPCA staff resulted in a report to the NPCA Board (as attached: Report No. 25-14) at its April Board meeting. As noted in the April report, "The trail was deeded from Wainfleet and there was a reservation of the right to install utilities along the trail. That being the case, the NPCA cannot grant access rights to others without consulting the Township of Wainfleet." Therefore, the Board requested staff to consult the Township of Wainfleet 'to ensure that any works constructed are not in conflict with the Trail rights held by them.'

DISCUSSION:

The Township of Wainfleet considered the matter at its May 13, 2014 Council meeting and passed a Resolution (Appendix 1) stating they 'do not consent to the use of the Gord Harry Trail in its entirety,' however, they would consent to a 'single crossing.'

With consideration to the Wainfleet Resolution, Stantec proposes an additional option as per its Memo dated June 6, 2014 (Appendix 2). All of the options include:

- 1) NRWC Preferred Option: Stantec notes the NRWC preference to move forward with its original request to use the Trail as per A1 (Appendix 3 map). This would include collector and fibre optic lines installed beneath the trail running over half a kilometer. It also includes a temporary construction access road and a permanent access route along a portion of the trail.

This option was rejected by the Township of Wainfleet in its Resolution. Therefore, it is not in alignment with NPCA legal and staff recommendations.

- 2) Township of Wainfleet Preferred Option: The Township noted its preference for option A2 (Appendix 3 map) in its Resolution. This would include collector/fibre lines and a construction/permanent access road at a single crossing of the trail.

This option would necessitate additional environmental impacts as an additional access road would be required running parallel to the existing trail corridor. These environmental impacts can be avoided or minimized in either option 1 or 3.

- 3) NPCA staff Recommended Option: Option A3 (Appendix 4 map), proposed by Stantec, is a hybrid of the first two options. It includes a single crossing for the collector/fibre lines AND the use of a 635m of trail for a construction/permanent access road.

This option meets NPCA obligations to the Township of Wainfleet while mitigating the environmental impacts of Option 2. This option best meets the NPCA Mission by balancing environmental (conservation authority), community (Wainfleet), and economic (NRWC) needs.

- 4) Do nothing

FINANCIAL IMPLICATIONS:

There are no direct costs to the NPCA associated with this project. However, NRWC has outlined Proposed Mitigation and Compensation measures as attached in Appendix 5. For the staff recommended option 3, NRWC is willing to make improvements to a portion of the Trail. Further, NRWC would provide \$5000 to the NPCA towards naturalization and/or educational efforts associated with the Trail as well as an annual contribution of \$2000 for the duration of the permission granted (\$45,000 over 20 years).

RELATED REPORTS AND APPENDICES:

1. Related report attached: April 16, 2014 Report No. 25-14
2. Appendix 1: Township of Wainfleet Resolution No. CM-008-2014
3. Appendix 2: Stantec Memo dated June 6, 2014
4. Appendix 3: Stantec Map of Alternate A1 and A2
5. Appendix 4: Stantec Map of Alternative A3
6. Appendix 5: NRWC Proposed Mitigation and Compensation

Prepared by:



Name: David Barrick
Title: Senior Manager, Operations

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer



TO: Chairman and Members of the Authority

DATE: April 16, 2014

RE: Niagara Region Wind Corp. Request for NPCA Property Access Gord Harry Trail - REPORT NO. 25-14

Executive Summary

- Niagara Region Wind Corporation is requesting NPCA property access along a 1km stretch of the Gord Harry Trail, located in the southwest corner of the Township of Wainfleet
- Property access is being sought to enable construction and access to a portion of the proposed Niagara Region Wind Farm
- When assessed against other options, the use of the Gord Harry Trail better limits negative environmental impacts, avoids construction and traffic-related inconveniences, and is also the most cost-efficient option
- In consideration of the cost savings associated with this option, the proponent has indicated a willingness to make improvements to the Trail, consistent with NPCA's plans.

Background

Niagara Region Wind Corporation (NRWC) is proposing to develop, construct, and operate a 230 Megawatt Niagara Region Wind Farm within the Townships of West Lincoln and Wainfleet, and the Town of Lincoln, within the Niagara Region and within Haldimand County, in Southern Ontario, in response to the Government of Ontario's initiative to promote the development of renewable electricity in the province.

The basic components of the project include the installation of wind turbine generators. A collection system connects each turbine to one of two transformer substations. Access roads to each turbine will be necessary during construction of the turbines and for maintenance during turbine operation.

The proposed work on NPCA property includes:

- Underground collector lines and fibre optic lines being installed beneath the Trail (or overhead if underground installation is not feasible)
- The construction of a temporary construction access road to provide access to the two wind turbines located on private property to the south of the Gord Harry Trail
- Removal of vegetation growing along the former railway
- The establishment of a permanent access route

The permanent project components (access road, collector and fibre optic lines) are proposed to be installed for the duration of the project, which is 20 years, in accordance with the Ontario Power Authority Feed-in Tariff contract. Following the term of this agreement, a decision would be made to extend the life of, or decommission the project.

It is envisioned that work will commence in November, 2014 and will be completed within approximately 40 days.

Financial/Program/Business Implications

The trail was deeded from Wainfleet and there was a reservation of the right to install utilities along the trail. That being the case, the NPCA cannot grant access rights to others without consulting the Township of Wainfleet.

There are no direct costs associated with this project. However, the project proponent has indicated a willingness to make improvements to portions of the Trail, consistent with NPCA plans, already in place. Further, the proponent would provide \$5000 to the NPCA towards naturalization and/or educational efforts associated with the Trail.

Attachments: Memo from NRWC & Stantec dated March 13, 2014 Stantec Map

RECOMMENDATION

**That Report No. 25-14 be received for information; and
That the Township of Wainfleet be consulted to ensure that any works constructed are not in conflict with the Trail rights held by them.**

Prepared by: David Barrick, Senior Manager- Operations

Respectfully Submitted By:



Tony D'Amario, CAO/ Secretary-Treasurer

TOWNSHIP OF WAINFLEET

RESOLUTION

Moved by David Wyatt

No. CM-008-2014

Seconded by Richard Dykstra

Date: May 13th, 2014

THAT staff be directed to advise the NPCA Board of Directors that with regard to the Niagara Region Wind Corporation Project, the Township does not consent to the use of the Gord Harry Trail in its entirety; however,

THAT the Township of Wainfleet will consent to a single crossing of the Gord Harry Trail as depicted in option "A2" on the mapping provided by Stantec Consulting.

Carried ☒


Mayor (Chairman)

☐ **Lost**

**Recorded on
Request of:** _____

Councilor / Staff Member	Yeas	Nays
Alderman Dykstra		
Alderman Hessels		
Alderman Konc		
Alderman Wyatt		
Mayor Jeffs		

Carried ☐

Clerk

☐ **Lost**



MEMO

To:	David Barrick Niagara Peninsula Conservation Authority	From:	Chris Powell, Stantec Consulting Ltd. Darren Croghan, NRWC
File:	NRWC (160950269)	Date:	June 6, 2014

**Reference: Niagara Region Wind Farm
Request for NPCA Property Access to the Gord Harry Trail**

Further to information submitted to the NPCA on December 11, 2013 and April 16, 2014, and as presented to the NPCA Board on May 13, 2014, Niagara Region Wind Corporation (NRWC) is requesting the use of a 635 m section of the Gord Harry Trail for the construction and maintenance of a portion of the proposed Niagara Region Wind Farm proposed under the Renewable Energy Approval (REA) process, in accordance with Alternative A1 (see Figure 1 attached).

As discussed with NPCA staff during the planning and development of the Project layout, the preferred route along a short section of the Gord Harry Trail is the best alternative for the protection of the environment. The proposed alternative follows an existing corridor and culvert crossing of a tributary of Lake Erie and adjacent to a significant woodland and wetland community. As such, potential environmental impacts on aquatic habitat and riparian vegetation in this area are minimized. This was reviewed and discussed with NPCA staff and generally agreed to be a reasonable alternative based on commitments to mitigation, including assistance with the creation, restoration and naturalization of the trail following construction.

The use of this former railway corridor also provides the opportunity to minimize disturbance to area residents, which could result from the need to obtain access from North Shore Dr. during construction, and to minimize impacts on existing agricultural operations. The rationale and merits of the various alternative routes were provided in our correspondence dated April 16, 2014.

The Council Resolution from the Township of Wainfleet on May 13, 2014 (see attached) states that the Township does not consent to the NRWC's use of the Gord Harry Trail in its entirety but will consent to a single crossing of the Trail (specifically Alternative A2). However, NRWC is not proposing use of the entire Gord Harry Trail for this Project but rather only a 635m section of the Trail, as described as Alternative A1. Relative to the alternatives considered, NRWC position is that Alternative A1 is in the best interest of the NPCA as it minimizes potential environment impacts and will lead to overall benefits to the Trail by minimizing recreational impacts during construction, establishing native vegetation and offering compensatory funding and resources to the NPCA to enhance the Gord Harry Trail.

Our preference for the use of Alternative A1 is maintained in the absence of environmental or technical rationale from the Township regarding their opposition to the use of the Gord Harry Trail and/or support for Alternative A2, which will necessitate additional environmental impacts that otherwise could be avoided or minimized through the use of Alternative A1. A new access road will be required across the agricultural fields immediately south of the Trail and a new culvert crossing



June 6, 2014
David Barrick
Page 2 of 4



**Reference: Niagara Region Wind Farm
Request for NPCA Property Access to the Gord Harry Trail**

will be required immediately downstream of the existing Trail crossing, essentially running parallel to the existing corridor. This new crossing will result in the removal of riparian vegetation and temporary impacts during construction. While these potential impacts to the aquatic and riparian communities can be mitigated through the proper design of the culvert and implementation of best management practices during construction, these impacts could be avoided or further minimized by following the proposed route (A1) along the Gord Harry Trail.

Despite initial consultation with the Township during the REA process, concerns with respect to the use of the Gord Harry Trail were not identified by the Township at that time. The Township completed a third-party review of the draft REA reports, which was funded by the NRWC, the results from which did not include any concerns regarding the Trail. Subsequent attempts to consult and seek input from the Township in regards to this Project, including completion of the REA municipal consultation form and discussion regarding a road use agreement, have not been successful. To date, the Township refuses to discuss matters pertaining to the NRWC Project pending issuance of the REA by the Ministry of the Environment.

In regards to impacts to the Trail and its users, while A2 will reduce the extent of the Trail being impacted during construction, the temporary closure of the Trail will still be required during construction for access and to install the project components (i.e. access road, collector and fibre optic lines). However, the proposed removal of non-native vegetation and subsequent re-naturalization using native species along the 635 m section of the Trail associated with Alternative A1 will be significantly reduced.

As such, based on the above discussion and supporting information previously provided to the NPCA, NRWC requests that the NPCA support the preferred Alternative A1 from an environmental perspective and grant NRWC approval for construction access, installation of project components and periodic maintenance along the 635 m section of the Gord Harry Trail.

Alternative Routing Option – Alternative A3

In the event that the NPCA does not support the use of the Trail for access or installation of collector and fibre optic lines based on the Resolution from the Township of Wainfleet, NRWC proposes the following alternative:

- Alternative A3 - Utilizing the 635 m section of the Gord Harry Trail for access during construction and maintenance activities (Alternative A1), but rerouting the proposed collector and fibre optic lines to follow the route supported by the Township of Wainfleet (Alternative A2).

As we understand, the Township of Wainfleet's interest in the Gord Harry Trail pertains to the future use of trail as a utility corridor, which would not be impacted by temporary construction or periodic access by maintenance vehicles. This alternative would further reduce potential environmental impacts associated with a new culvert crossing, while impacts associated with installing collector and fibre optic lines would be minimal (i.e., directional drill beneath watercourse).



June 6, 2014
David Barrick
Page 3 of 4



**Reference: Niagara Region Wind Farm
Request for NPCA Property Access to the Gord Harry Trail**

The proposed benefits to the Trail would be implemented as described in our letter dated April 16, 2014, including removal of non-native species, naturalization, providing access to surplus gravel and financial contributions to the Trail improvements. The only change to the project would be a slight shift of the collector and fibre optic lines onto the participating property south of the Trail with one crossing of the Trail by these project components along the unopened road allowance. We feel that this addresses both the NPCA's jurisdiction with respect to protecting the environment and offering recreational resources, while addressing the Township of Wainfleet's protection of the Trail as a potential future utility corridor.

Conclusion

NRWC requests that the NPCA grant approval for the implementation of Alternative A1 from an environmental perspective and grant NRWC approval for construction access, installation of project components and periodic maintenance along the 635 m section of the Gord Harry Trail.

In the event that Alternative A1 is not supported, Alternative A3 is being proposed as a compromise to address the comments received from the Township of Wainfleet to protect their interest in the Trail as a future utility corridor while avoiding or minimizing potential environmental impacts associated with a new culvert crossing.

Finally, in the event that the NPCA does not support Alternative A1 or A3, NRWC would concede to follow Alternative A2, although it is not preferred from an environmental impact perspective. Alternative A2 would still require a crossing of the trail along the existing unopened road allowance for the following activities:

- Upgrades and use of the crossing during construction to access the two turbines located south of the trail;
- Installation of underground collector and fibre optic lines beneath the trail at the location of the crossing; and
- Periodic access (monthly) for maintenance vehicles during operation of the turbines for the duration of the Project (20 years).

All 3 route alternatives would avoid the need for construction access and associated disturbance (traffic, tree removal) to area residents along North Shore Dr. and would result in some level of temporary disturbance to the trail and trail users. However, from an environmental perspective, Alternative A1 is preferred over A3, and subsequently preferred over Alternative A2.

Details regarding the specific commitments associated with obtaining approval from the NPCA for access to the Gord Harry Trail during construction and maintenance activities will be reviewed and discussed with NPCA staff pending a decision by the NPCA Board. NRWC wishes to continue working with the NPCA to confirm that any concerns associated with the temporary and long-term use of the Trail can be addressed.



June 6, 2014
David Barrick
Page 4 of 4



**Reference: Niagara Region Wind Farm
Request for NPCA Property Access to the Gord Harry Trail**

We trust that the above information will be of assistance in preparing for the upcoming NPCA Board Meeting on June 18, 2014. If you have any questions or wish to discuss this further, please do not hesitate to contact the undersigned.

Sincerely,

STANTEC CONSULTING LTD.

A handwritten signature in black ink, appearing to read "Chris Powell".

Chris Powell, M.A.
Project Manager, Environmental Planner

NIAGARA REGION WIND CORPORATION

A handwritten signature in blue ink, appearing to read "Darren Croghan".

Darren Croghan
Vice President, Project Development

Attachment: Figure 1 – Gord Harry Trail Route Alternatives
Township of Wainfleet Council Resolution CM-008-2014

c. Mike Sullivan, Township of Wainfleet



- Legend**
- Proposed Turbine Location
 - Potential Access Road
 - Blue Heron Trail
 - Gord Harry Trail
 - Road
 - Abandoned Railway
 - Watercourse
 - Municipality Lower Tier
 - Property Boundary
 - Waterbody
 - Wooded Area
- Alternate Access Routes**
- A1/A2
 - B1/B2
 - C1/C2
- Alternative Truck Routes**
- Route 1
 - Route 2



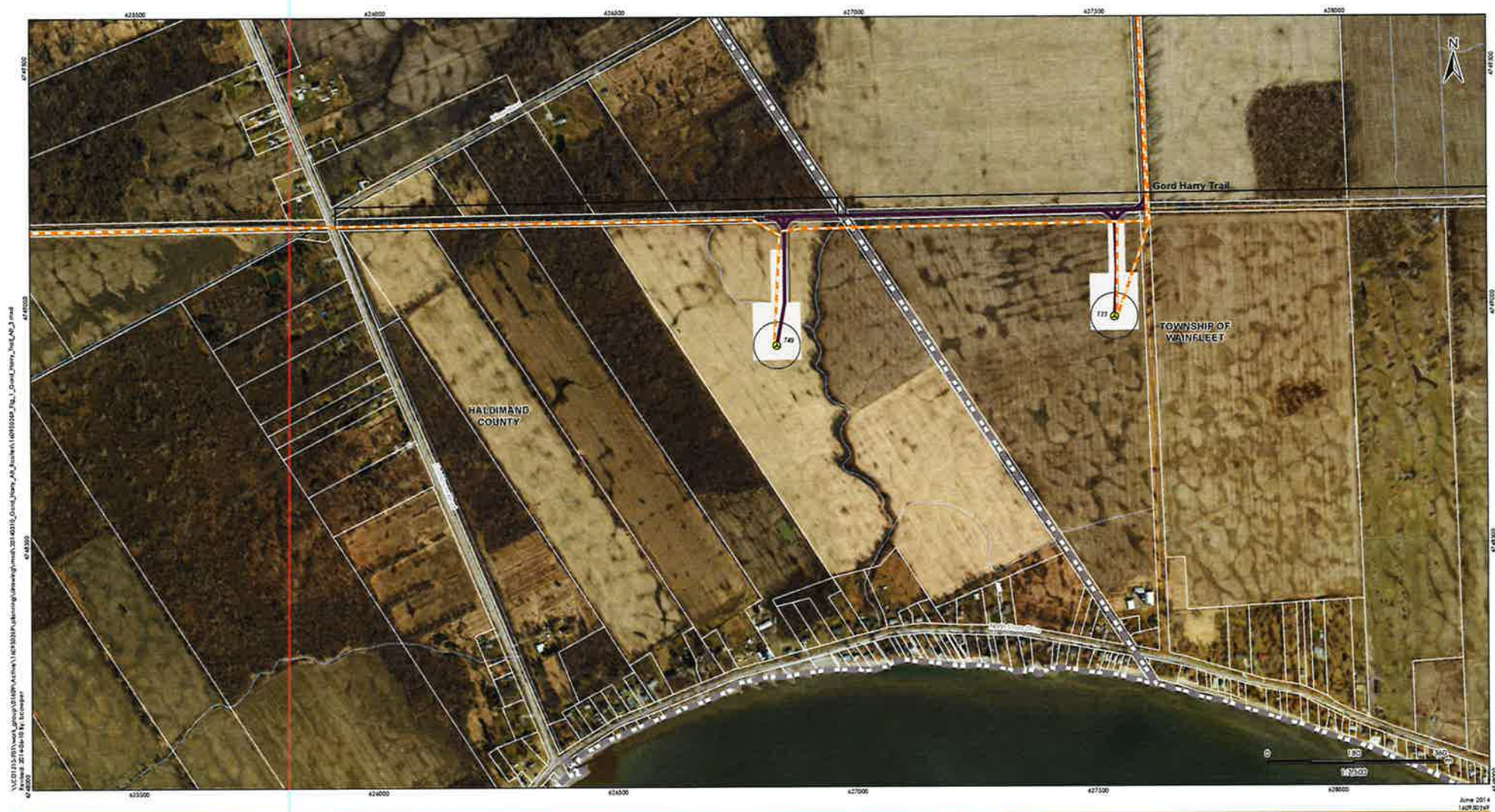
- Notes**
- Coordinate System: NAD 1983 UTM Zone 17N
 - Base features produced under license with the Ontario Ministry of Natural Resources © Queen's Printer for Ontario, 2014.
 - Orthoimagery © First Base Solutions, 2014.

March 2014
14930298

Client/Project
Niagara Region Wind Corporation
Niagara Region Wind Farm

Figure No.
1

Title
**Gord Harry Trail
Route Alternatives**



Notes
1. Coordinate System: NAD 1983 UTM Zone 17N
2. Base features produced under license with the Ontario Ministry of Natural Resources © Queen's Printer for Ontario, 2014; © Niagara Peninsula Conservation Authority, 2014; © Grand River Conservation Authority, 2014.
3. Orthomage © First Base Solutions, 2014. Imagery taken in 2010.

- Legend**
- Proposed Turbine Location
 - Temporary Laydown Area
 - Property Boundary
 - Turbine Blade Length
 - Potential Access Road
 - Access Road 20m Construction Area
 - Collector Lines - Underground or Overhead
 - Road
 - Abandoned Railway
 - Watercourse (MNR)
 - Municipal Boundary



Client/Project
Niagara Region Wind Corporation
Niagara Region Wind Farm

Figure No.
1

**Gord Harry Trail
Alternative A3**

June 2014
140930748

NRWC Proposed Mitigation and Compensation

In recognition of the disturbance to the existing trail and permission required from the NPCA for the temporary uses (construction) and on-going access (20 years post-construction) required across or along a section of the Gord Harry Trail, the following commitments are proposed by the NRWC to minimize, restore and offset impacts to the trail and NPCA:

Alternative A1 or A3 (635 m section of the Trail)	Alternative A2 (Crossing of the Trail)
1. Notify adjacent landowners and trail users of the Project Schedule regarding construction activities along the Gord Harry Trail, including signage at trail heads notifying trail users 2 weeks in advance of temporary closures;	1. Notify adjacent landowners and trail users of the Project Schedule regarding construction activities along the Gord Harry Trail, including signage at trail heads notifying trail users 2 weeks in advance of temporary closures;
2. Schedule construction activities along the Gord Harry trail to avoid periods of high use to the extent possible and in consultation with the NPCA (i.e. late fall or winter construction when ground is frozen – in consultation with the NPCA);	2. Schedule construction activities along the Gord Harry trail to avoid periods of high use to the extent possible and in consultation with the NPCA (i.e. late fall or winter construction when ground is frozen – in consultation with the NPCA);
3. To the extent possible, vegetation removal along the trail will occur will avoid the core nesting season for migratory birds (May 1 to July 31). Where removal is required during this period, surveys will be undertaken by a qualified biologist to identify the presence/absence of nesting birds and to identify appropriate protection measures where observed;	3. To the extent possible, vegetation removal along the trail will occur will avoid the core nesting season for migratory birds (May 1 to July 31). Where removal is required during this period, surveys will be undertaken by a qualified biologist to identify the presence/absence of nesting birds and to identify appropriate protection measures where observed;
4. All disturbed areas of the Trail will be restored and re-vegetated to pre-disturbance conditions (or as planned conditions) as soon as possible following construction activities;	4. All disturbed areas of the Trail will be restored and re-vegetated to pre-disturbance conditions (or as planned conditions) as soon as possible following construction activities;
5. All re-vegetation activities will utilize species native to Ecoregion 7E;	5. All re-vegetation activities will utilize species native to Ecoregion 7E;
6. Appropriate erosion and sediment control measures will be installed, monitored and maintained during all phases of construction;	6. Appropriate erosion and sediment control measures will be installed, monitored and maintained during all phases of construction;
7. NRWC will provide access to the NPCA for the use of any excess gravel resulting from the construction of the Gord Harry Trail (approx. 400 m ³), removed to restore roads to permanent width, to be used at their discretion; and	7. No excess gravel will be available given only a crossing of the trail is required;
8. \$5,000 plus \$2,000 annually for the duration of the permission granted will be provided to the NPCA towards trail improvements, naturalization and/or educational efforts associated with the TransCanada Trail, such as the installation of benches, trail signage, etc. (\$45,000 total contribution over 20 years)	8. \$2,500 plus \$250 annually for the duration of the permission granted will be provided to the NPCA towards trail improvements, naturalization and/or educational efforts associated with the TransCanada Trail, such as the installation of benches, trail signage, etc. (\$7,500 total contribution over 20 years)



Report To: Board of Directors
Subject: Long Beach Wi-Fi Trial
Report No: 57-14
Date: June 18, 2014

RECOMMENDATION:

1. That the NPCA Board **RECEIVE** Report No. 57-14 for information
2. That the NPCA Board **AUTHORIZE** staff to enter into a 3-year lease with Talk Wireless Inc. to provide Wi-Fi access at its Long Beach CA on a trial basis.

PURPOSE:

For the NPCA Board to consider implementing a Wi-Fi trial at its Long Beach CA.

This report aligns with the 2014-2017 Strategic Plan under 'Improved Capacity for Managing Assets & Land Program.' Access to Wi-Fi at Long Beach would lay a foundation for increased operational efficiencies and be an added customer amenity

BACKGROUND:

The NPCA was contacted by Talk Wireless Inc. last year (early 2013) to initiate discussions on the possibility of utilizing a Wi-Fi network at our campgrounds for operational efficiency and an added customer amenity. Part of these discussions resulted in a 2014 capital budget allocation of \$7000 for Long Beach CA to start increasing its network capacity.

NPCA staff and Talk Wireless are recommending a Wi-Fi solution on a trial basis (for 3 years) in order to capture real usage data and costing prior to implementing a permanent option and prior to recommending any rollout to other NPCA conservation areas (eg. Chippawa Creek CA).

DISCUSSION:

Parks Canada will be installing wireless Internet access hotspots at up to 50 of its parks this year, and it expects to triple that number soon afterward. Also, many provincial and private parks across Canada currently offer some type of Internet access (as per CBC report April 29, 2014). Talk Wireless currently provides Wi-Fi solutions for several private campgrounds within Niagara.

NPCA staff have conducted surveys of its seasonal and transient campers this year and results indicate a local demand for this service. The outlook is anticipated to be an increased demand for Wi-Fi moving forward.

Beyond a customer service amenity, there are a variety of operational efficiencies that can be realized by having Wi-Fi capabilities on-site, such as:

- 1) 'Push-to-Talk' capabilities eliminates the need for 2-way radios and equates to better communication between staff (especially valuable in an emergency situation).
- 2) 'Line-Busting' capabilities means staff can print 'off-the-hip' by taking payments and registrations mobile.
- 3) Utilizing rugged mobile devices can also mean better enforcement and security. Video cameras can be accessed from outside the CA to mitigate risk and vandalism.
- 4) More timely and accurate reporting.
- 5) Greater customer service focus.

The Board has the option to 'do nothing.' This option does not align with the Strategic Plan in the sense of 'improved capacity' and would be unresponsive to the campground sector direction.

The Board also has the option to buy the equipment. This option would require a larger capital expenditure for 2014 (approx. \$50,000) and has not been budgeted for. It would also mean the NPCA would be responsible for any equipment breakdown/repair/upgrades.

Staff is recommending a 3-year lease as a trial period to better gather usage data and feasibility prior to committing to a longer term option and/or rollout to other Conservation Areas.

FINANCIAL IMPLICATIONS:

The cost for implementing the recommended trial option is approx. \$1450 per month for 36 months. This leasing cost is inclusive of all equipment, hardware and professional services (as outlined in Appendix 1). Wi-Fi access can be implemented at Long Beach within 4-6 weeks of approval. The leasing costs for this Aug.-Dec. can be paid for through the approved 2014 budget line for Internet capacity at Long Beach. The remainder of the leasing term would have to be considered during 2015 budget deliberations.

At the end of the 3-year lease, the NPCA would have options including: end the trial depending on the utilization rate; buy-out the equipment/hardware and continue the service; continue leasing with Talk Wireless who would then be responsible for any technology upgrades, etc.

The additional costs for the Bandwidth Pipe are \$35/Mb download + \$45/Mb upload.
For example:

- 20MB down and 5 Mb up connection would be as follows:
\$700 download + \$225 upload = \$925/month
- 5Mb down and 1.5Mb up connection would be as follows:
\$175 download + \$67.50 upload = \$242.50/ month

The Bandwidth Capacity can be adjusted on a monthly basis based upon usage requirements. Detailed usage charts to a granulation as detailed would be provided daily. This would be valuable for the bandwidth shaping for the following season and be part of the data gathering to determine long term feasibility.

Staff is initially suggesting a bandwidth for 'off-season' (Nov-April) of 5Mb service; 10Mb for the shoulder season (May-June/Sept-Oct); and 20Mb service for the Peak times (July/August).

The cost of the Bandwith capacity is planned to be offset with user fees (as per Appendix 2). Adjustments to both the subscription user fees as well as campground reservation fees can occur to ensure the NPCA maximizes its Return on Investment (ROI).

RELATED REPORTS AND APPENDICES:

1. Appendix 1- Long Beach Wi-Fi Hardware and Installation costing
2. Appendix 2- Long Beach Wi-Fi ROI Analysis
3. Appendix 3- Long Beach Wi-Fi ROI Chart
4. Appendix 4- Long Beach Wi-Fi Coverage Map
5. Appendix 5- Talk Wireless Inc. background
6. Appendix 6- DRAFT Internet Services Agreement
7. Appendix 7- DRAFT Equipment Lease Agreement

Prepared by:



Name: David Barrick
Title: Senior Manager, Operations

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

NPCA- Long Beach Conservation Area Wi-Fi Option 1_-Cap Ex



From: Talk Wireless Inc.
St. Catharines Ontario,
Contact: Dave Thompson
905-680-8255 ext 214

Date: April, 28 2014

Item #:	Description:	Qty:	Price:	Extended Price:
Hardware Costs:				
WLAN Infrastructure				
Aruba IAP175	Aruba Instant AP175 AC unit for International Markets, Outdoor Dual band AP 802.11n 300Mbps MIMO.	7	\$2,695.00	\$18,865.00
BH5GHz	Nano Station PTP 5 Ghz	4	\$200.00	\$800.00
Switch-8	8 Port Managed switch	2	\$400.00	\$800.00
MountKit	Mounting kits, power supplies, POE injectors	1	\$3,000.00	\$3,000.00
Content Filter & Billing Software				
HotSpot	Enterprise Class HotSpot Software and Hosted Server at TWI	1	\$1,999.00	\$1,999.00
Internet Gateway & Tower Structure				
PTP Backhaul	Complete PTP230 50 Mb dedicated Backhaul	1	\$2,500.00	\$2,500.00
DMX 100	100 ' DMX Tower structure to provide connection to Backhaul 50Mb internet connection.	1	\$16,000.00	\$16,000.00
Firmware & Hardware:				\$43,964.00

Professional Services:				
Item #:	Description:	Qty	Price	Extended Price:
Setup				
PROF-011	Wireless Design: Technical design of wireless solution including network topology, security, wireless network, hardware configuration definition	3	\$120.00	\$360.00
PROF-012	Wireless Infrastructure Hardware Configuration: Firmware loading and configuration for all wireless infrastructure hardware including access points.	4	\$120.00	\$480.00
PROF-012C	Router Element Configuration: Configuration of MT450G Router including DHCP Server, VPN Server and SNMP connections.	2	\$120.00	\$240.00
PROF-012B	Content Filter Configuration and Integration: Configuration of web categories, user ID profiles, Website and content Blocking, Splash page customization and integration to Long Beach Network elements.	4	\$120.00	\$480.00
Setup Subtotal:				\$1,560.00
Installation				
PROF-014	Wireless Infrastructure Hardware Installation: Onsite installation of wireless infrastructure hardware, connection of all components, including access point mounting, ground install, 500 feet of ground cable and grounding rods.	7	\$550.00	\$3,850.00
PROF-016	Wireless Testing and Optimization: Functionality testing and RF coverage verification for the entire conservation area	9	\$120.00	\$1,080.00
PROF-014	Wireless Installation Report: Provide documented configuration overview, security policies, device IP addressing scheme, Serial and MAC addresses for entire Wireless Solution and sign-off request.	5	\$120.00	\$600.00
Installation Subtotal:				\$5,530.00

PS Total: \$7,090.00

Solution Total: \$51,054.00

NPCA- Long Beach Conservation Area Wi-Fi - ROI Analysis

Appendix 2



Contact: Dave Thompson
905-680-8255 x214

Date: June 18, 2014

Potential	Description:	Take Rate	Take #	Rate	Monthly
Revenue Analysis					
Subscription Services					
96	Seasonal - 10Mbps - up to 4 devices - May 16 to Oct 13	20%	19	\$400.00	\$1,629
2580	Weekly - 5Mbps - up to 2 devices	0.4%	10	\$40.00	\$1,600
18060	Daily - 5Mbps - per device	0.1%	10	\$10.00	\$3,000
Revenue Total					\$6,229

Item #:	Description:	Qty	Price	Extended Price:
Subscription Costs				
NMS-SPPT	Managed Wireless Solution: Remote Monitoring of wireless access points, content filter, and Router/Firewall via IPSec connection to ensure full internet availability across the Conservation Area. (Monthly Fee)	7	\$32.00	\$224.00
Internet Bandwidth	Max daily connections / Mbps of Assymetrical Access (75% down; 25% uplink) @ 20:1 subscription ratio	106	45.5	\$1,592.50
Service Contract	Per access point	7	\$15.00	\$105.00
Cost Total				\$1,921.50

Assumptions:

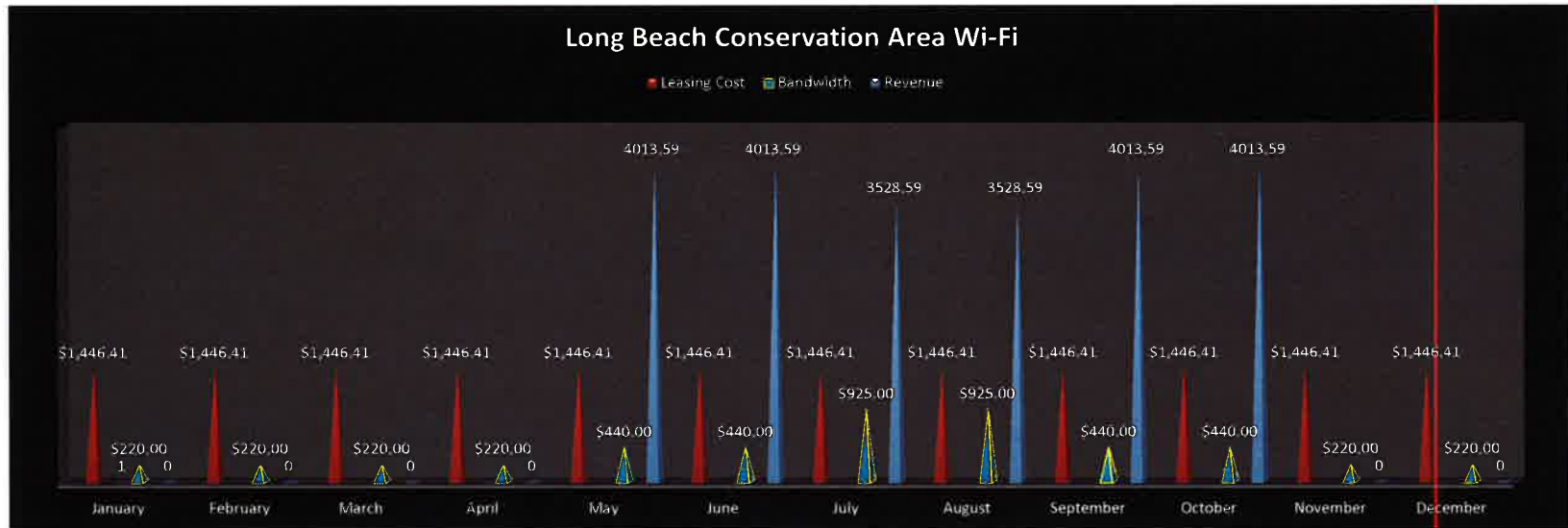
- 140 camping nights for the season
- 5 camping months for the season
- 20 camping weeks for the season
- 5 weekends (72 hours) for the season

- 225 total sites
- 96 seasonal sites
- 129 transient sites
- 18060 maximum potential transient nights
- 1907 transient nights in 2012
- 2084 transient nights in 2013
- 11% transient nights occupancy rate (2012/13 average)

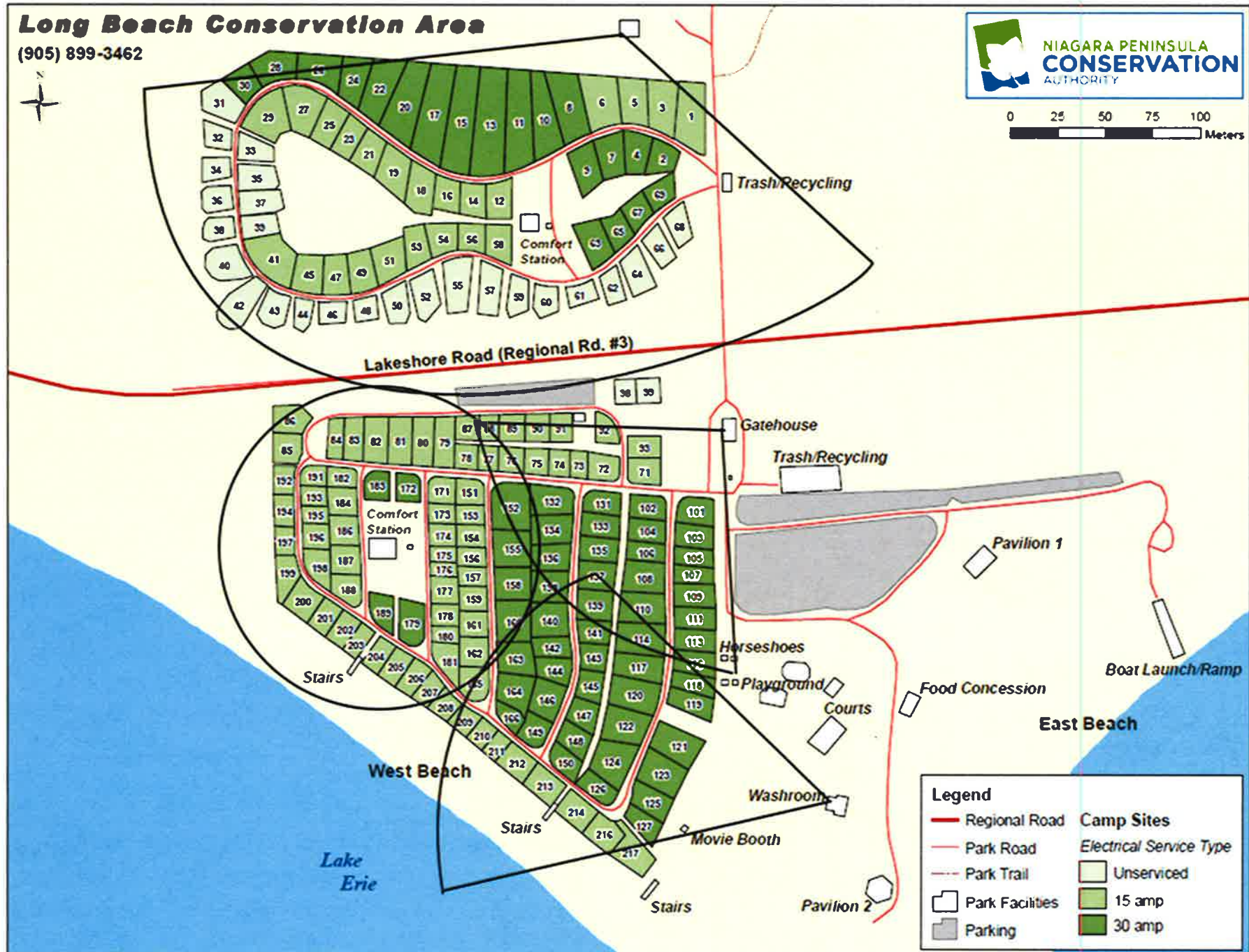
Monthly Net Investment **\$4,307.07**
ROI months **12**
ROI seasons **2**
Annual Lease Net **\$595.71**

(Monthly revenue x camping months) - (monthly lease x 12 months)

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Leasing Cost	\$ 1,446.41	\$ 1,446.41	\$ 1,446.41	\$ 1,446.41	\$ 1,446.41	\$ 1,446.41	\$ 1,446.41	\$ 1,446.41	\$ 1,446.41	\$ 1,446.41	\$ 1,446.41	\$ 1,446.41	\$ 17,356.92
Bandwidth	\$ 220.00	\$ 220.00	\$ 220.00	\$ 220.00	\$ 440.00	\$ 440.00	\$ 925.00	\$ 925.00	\$ 440.00	\$ 440.00	\$ 220.00	\$ 220.00	\$ 4,930.00
Revenue	0	0	0	0	4013.59	4013.59	3528.59	3528.59	4013.59	4013.59	0	0	23111.54
Annual Net Revenue:					\$ 824.62								



Long Beach expected Wi-Fi Coverage area





General Business Description

Talk Wireless (TW) has a rich history as a Motorola Channel Partner. Starting with Radio Solutions, TW has been providing two-way radio system design, implementation and support in Niagara since 1997. TW radio clients cover a wide gamut of industry and government segments including transportation, manufacturing, municipal public works and fire departments. TW also owns and operates LTR, Capacity Plus and Connect Plus trunked radio networks in the Niagara market.

As Motorola expanded into wireless broadband, TW invested in the technology to build a Canopy PMP subscription network in Niagara, which honed the expertise necessary to execute a 4.9GHz PTP network for the Niagara Regional Police. TW has also designed and deployed multiple WLAN networks, both indoor and outdoor for applications which include CCTV and Advanced Data Capture (ADC).

TW staff hold the following certifications: Certified Electronics Technician (CET); Certified Electronics Technician Associate (CETA); Motorola Wireless Field Engineers; Wireless Communications MSS; Electronics Engineering Technologists; Cisco Certified Network Professional (CCNP) ; Cisco Certified Network Associate (CCNA) ;RFID Design & Deploy, Mpath Master and numerous sales training accomplishments.

Existing Business background

Talk Wireless Inc. is a Motorola authorized Warranty Repair Center (WRC) that is located at 216 Merritt St., St. Catharines, ON. Talk Wireless has been in the Niagara market place for over sixteen years and located at its present location for all that time. This location provides efficient access to the gamut of enterprise (First Student, Miller Maintenance, etc.), education (Brock University, Niagara College, etc.) first responders (Niagara Regional Police Service, St. Catharines Fire, Welland Fire, Fort Erie Fire, etc.), transit (St. Catharines Transit, Niagara Falls Transit, Welland Transit) and municipal government (City of Niagara Falls, City of Welland, Town of Fort Erie, etc.) clients we serve. We have vast experience in the Campground Outdoor Wi-Fi business model our clients in that sector are Bissell's Hideaway, NET Camping Resort and Shangri-La Niagara Family Campground and KOA Niagara Falls.

Talk Wireless Inc. employs twenty people, including two administrative/clerical, five sales representatives, one marketing, two financial, one managers, nine technicians/installers.

Talk Wireless Inc. is currently a Platinum level member in the Motorola PartnerEmpower program. We are authorized to sell in these product segments:

*Two Way Radio
Capture
RFID*

*Wireless Local Area Networks
Wireless Outdoor Networks*

*Advanced Data
Mobile Computing
Converged Communication
Wireless Security*

Talk Wireless Inc. provides technical consulting help desk, technical support, diagnostic services, and break-fix services to our clients representing 5% percent of the total company revenue. We operate from our St. Catharines office Monday to Friday from 8:30am to 5pm with 24 hour on-call support.



Return by **FAX** to the attention of: Dave Thompson
905-680-8200



Internet Services Agreement

BILLING INFORMATION:

Contact Name : David Barrick
E-Mail : dbarrick@npca.ca
Company Name: Niagara Peninsula Conservation Authority
Address: 12965 Lakeshore Rd.
City: Wainfleet Prov: ON
Postal Code: Phone: 905-899-3462
Is this a rental property (Y/N)N If Yes, owner info:
Have you previously had high speed access (Y/N)

INSTALLATION INFORMATION (if different from billing info):

Site Contact
E-Mail
Technical Contact (if different)
E-Mail
Company Name (if applicable)
Address
City Prov
Postal Code Phone
Alternate Phone (work, cell, home)
Is this a rental property (Y/N) Yes, owner info:
Owner name: Phone #

Internet Access Plans and Options	WHAT YOU GET	WHAT YOU PAY	MONTHLY CHARGES
Business SPECIAL Special rate plan offering created for Long Beach Conservation Authority	20Mb Dedicated Aggregate Connection	\$925/mth See rental details below	\$925
RENTAL of Subscriber Equipment Required for access Staging, Configuration and Installation	36 Month Minimum Subscription Term Extension of Manufacturer warranty to match rental; professional Installation Motorola PTP100 Link Extension of Manufacturer warranty to match rental; professional Installation		
MONTHLY & ONE-TIME CHARGES (before HST)			\$925 Monthly
Fine Print	<p>"Up to" is defined as the maximum continuous speed achievable for the first few mega-bytes of data downloading. "Sustained Speed" is defined as the throttled maximum continuous speed achievable for the duration of data downloading. Both are limited by hardware subscriber module capability, network capacity and internet traffic at any moment in time. We cannot guarantee a specific speed result.</p> <p>"Aggregate" refers to the total of uploading and downloading bandwidth. On our network, most plans have 75% as download. Software which inhibits bursting limits is not permitted for use on our network. We reserve the right to speed restrict Peer-to-Peer (P2P) traffic to minimize the impact on network capacity and performance.</p>		

I agree to the above services as indicated.

Printed Name

Signature

Date

PLEASE COMPLETE THE PAYMENT OPTIONS FORM USING THE TOTALS FROM YOUR RATE PLAN AND OPTION TOTALS ABOVE. PLEASE NOTE, ONCE CONNECTED WE BILL MONTHLY SERVICE IN ADVANCE.

Agreement Page 1 of 2



DTR (DEFINE THE RELATIONSHIP)

1. WHAT WE BELIEVE IN

- ✓ Treating others the way we like to be treated.
- ✓ A reasonable and affordable internet service for people that want it.

2. WHEN IT GETS INSTALLED

- As much as we like trees, they get in the way of wireless signals. They also grow. There's nothing you and we can do about it without a chainsaw.
- Towers and the like (to get above the trees) is something we don't provide unless you are willing to buy them.
- We'll install the antenna wherever we can make it work on your building, but it's gotta be safe and secure.
- We can't promise to run the wire just anywhere you want in the house, but we'll do our best.

3. KEEPING YOUR INTERNET WORKING

- You pay us for internet and we do our best to keep it working for you. Happy customers need more customers.
- Call your computer genius with your computer questions. We just supply the internet to you.
- We provide answers to your questions during the hours listed for your chosen rate plan.
- When you call us for help, we'll be friendly. We ask that you be the same.
- If you get our voicemail when you call, leave a message. We'll call you back. That's what all support people do all day.
- You're not allowed to remove or reinstall the equipment if you want us to keep it running.
- Keep your computers free of viruses and other nasties. We'll all be happier if you do.
- "Pretty to look at, nice to hold, but if you break it consider it sold." This includes lightning and other unfortunate events beyond your (and our) control.
- When broken, we'll try to fix your connection as fast as possible, but can't guarantee how fast.

4. NETWORK ETIQUETTE

- You can't give or sell away our internet services without our permission.
- Don't mess up our network or other subscribers. If you do, we'll turn off your internet.
- You can't SPAM other people or do illegal things on our network. Yes, we'll turn off your internet and then call police.

5. OUR STUFF - YOUR STUFF

- If you rent it, we own it and need to get it back someday.
- By renting you allow us to service it when it breaks and remove it when you're done with it.
- If you buy it, it's yours to fix after the warranty is up.

6. PARTING COMPANY

- Your term starts the day we install the equipment.
- If you rent it's 24 months.
- If you buy it's one month.
- After the term ends, we just keep asking you until you tell us you don't want our internet anymore.
- If you buy or are past your term, you can cancel anytime.
- If you move we'll talk to the folks moving in to see if they'll take it over for you. It's their call.
- You can't transfer your agreement to someone else without letting us know.

7. MONEY, MONEY, MONEY

- If you're renting and your term isn't up, you have to keep paying us.
- If your bank account or credit card bounces we charge you \$25 for all the trouble.
- If we can't get your payment we turn off your internet.
- If your usage exceeds the amount in your plan we "Call the first time, bill later".

8. LET'S BE FRANK

- We don't guarantee your internet service in any way. We wish we could.
- It's really important to have it all the time, make a backup plan with your mobile phone or something.
- By paying us you agree that you understand that we and wireless are not perfect. We wish we were.

Kapeesh? I have read and agree to all of the above.

signature: _____ date _____

Agreement Page 2 of 2

Lease Agreement



CONTRACT NUMBER:

CUSTOMER NAME				
BILLING ADDRESS	P.O. Box	Suite/Floor		
	Street			
	City/Province	Postal Code		
CUSTOMER CONTACT	Person to contact	Telephone Number	Fax Number	
		()	()	
BANK INFORMATION	Name of Bank or Financial Institution			
	Branch Location		Account Number	
VENDOR	Name		Sales Rep	
	Address		Territory	
EQUIPMENT DESCRIPTION	Quantity	Description (Make, Model, Serial Number and Description)		
RENTAL DETAILS	TERM	PAYMENT FREQUENCY	NUMBER OF PAYMENTS	RENTAL AMOUNT
	_____ months	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	_____	\$ _____ plus applicable taxes
BILLING SURCHARGE	If above Rental Amount is less than \$150.00, Customer hereby acknowledges that a \$5.00 surcharge will be added to each Rental to cover Lessor's billing and handling expenses. Customer may avoid this billing surcharge by completing the "Pre-Authorized Payment Plan" section below.			
PRE-AUTHORIZED PAYMENT PLAN	Lessor is hereby authorized to periodically draw payment under its Pre-Authorized Payment Plan from the bank account specified in the "Bank Information" section above and/or as outlined on the attached sample cheque (the "Specified Account") to cover the Rental and other amounts due under this Agreement. Authorized Cheque Signer(s) <u>X</u> _____ Title(s) _____ PLEASE ATTACH AN UNSIGNED SAMPLE CHEQUE			

CUSTOMER ACKNOWLEDGES HAVING REVIEWED THIS ENTIRE AGREEMENT, WHICH CONSISTS OF THREE (3) PAGES, INCLUDING THE DETAILED TERMS AND CONDITIONS ON THE SECOND PAGE HEREOF. CUSTOMER FURTHER ACKNOWLEDGES THAT THIS AGREEMENT MAY BE DIGITALLY SCANNED AND TRANSMITTED TO THE LESSOR BY E-MAIL OR FACSIMILE FOLLOWING SIGNING BY THE CUSTOMER, AND THAT ON ACCEPTANCE BY LESSOR OF SUCH SIGNED AGREEMENT IN FACSIMILE, DIGITAL OR OTHER FORM, SUCH SIGNED AGREEMENT IN THE LESSOR'S POSSESSION SHALL BE DEEMED FOR ALL PURPOSES TO BE AN EXECUTED ORIGINAL.

LESSOR HEREBY SELLS, ASSIGNS AND TRANSFERS THIS AGREEMENT TO THE ASSIGNEE NAMED BELOW AND CUSTOMER HEREBY CONSENTS TO SUCH ASSIGNMENT. CUSTOMER AGREES TO REMIT ALL RENTALS AND OTHER AMOUNTS OWING UNDER THIS AGREEMENT TO THE ASSIGNEE UPON RECEIPT OF INVOICE, WHICH RECEIPT SHALL CONSTITUTE NOTICE TO THE CUSTOMER OF SUCH ASSIGNMENT.

EXECUTED AS LESSOR AND AS ASSIGNOR
RESPECTIVELY UNDER THE ABOVE AGREEMENT
AND THE ABOVE ASSIGNMENT.

QUESTOR FINANCIAL CORP

675 Cochrane Drive, East Tower, 6th Floor, Markham, Ontario L3R 0B8
Tel: 905-695-0955 Fax: 1-877-889-8807

BY: _____
Authorized Signature

ASSIGNED TO: _____
("Assignee")

CUSTOMER

(Legal Name) _____

The undersigned affirms that he/she is duly authorized to execute this Agreement.

BY: X _____ TITLE _____
Authorized Signature

BY: X _____ TITLE _____
Authorized Signature

CONTRACT NUMBER:

TERMS AND CONDITIONS

Lessor hereby rents to Customer and Customer rents from Lessor the personal property listed and described on the reverse side herewith ("Equipment") under the terms and conditions set forth herein. Customer warrants that the Equipment is being rented and will be used for business and commercial purposes only. This Contract ("Agreement") shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the signature of a duly authorized representative of Lessor on the space provided on the reverse side.

1. **NON-CANCELLABLE CONTRACT.** This Agreement cannot be terminated during the term set forth on the reverse side ("Term") except as expressly provided herein.

2. **RENTAL.** Customer shall pay to Lessor on the first day of each payment period of the Term the Rental Amount set forth on the reverse side ("Rental") commencing in the month during which the Equipment is delivered to Customer and continuing for the Term. If the Rental includes a cost of service or maintenance, Customer acknowledges that such inclusion is for Customer's convenience and Customer will not assert against Lessor any claim by way of abatement, defence, setoff, compensation, counterclaim or the like which Customer might have under any service or maintenance agreement.

3. **LOCATION AND USE.** The Equipment shall be located and used at the place designated herein and shall not be moved without the prior written consent of Lessor. Customer shall at its own cost and expense keep the Equipment in good repair, condition and working order and furnish all parts and servicing required therefore. Customer shall cause the Equipment to be operated carefully in compliance with manufacturer's recommendations and applicable laws and regulations, by competent and duly qualified personnel only.

4. **REPRESENTATIONS AND WARRANTIES.** Customer acknowledges that the vendor and/or manufacturer of the Equipment and the Equipment and its specifications have been selected by Customer for the purpose of the rental thereof to Customer under this Agreement. Except as hereafter set forth, no representation or warranty, express or implied, legal, statutory, customary or otherwise is given or made in respect to the Equipment, including but without limitation the merchantability, condition, design, operation or fitness for purpose of use thereof or its freedom from liens and encumbrances. If the Equipment is not properly installed, does not operate as intended by Customer or as represented by the manufacturer or vendor, totally fails to function or perform so as to give rise to a fundamental breach or alleged fundamental breach with respect to the Equipment, or is unacceptable for any other reason whatsoever, Customer shall claim only against such vendor or manufacturer under such warranties made available to Customer and shall nevertheless unconditionally pay Lessor all Rental and other amounts payable hereunder. In no event shall Lessor be liable to Customer for damages, whether direct, indirect, special, consequential or otherwise, resulting from or in any way connected with the use or performance of the Equipment and Customer hereby indemnifies Lessor against any such damages. Lessor hereby assigns to Customer and Customer hereby accepts for and during the applicable Term, the warranties, if any and if assignable, of the vendor and/or manufacturer with respect to the Equipment. If required, Customer shall obtain vendor's and/or manufacturer's consent to any such assignment.

5. **SOFTWARE LICENSE.** Lessor hereby grants to Customer and Customer accepts a non-transferable and non-exclusive license to use on the Equipment any software products provided therewith ("Software"). Customer may not alter or modify Software and will not copy, disclose or otherwise make available the Software in whole or in part to any person without the prior written approval of Lessor.

6. **ASSIGNMENT BY LESSOR.** Lessor may at any time without notice to or the consent of Customer assign all or part of its interest in this Agreement. In the event of such assignment, the assignee ("Assignee") shall be entitled to enforce the rights so assigned and to provide any notice, correspondence or demand hereunder in its own name in place of Lessor and Customer hereby accepts all such rights. The sale, assignment and transfer of this Agreement includes all rentals and other moneys payable hereunder, including insurance proceeds. Lessor hereby represents and warrants to Assignee that the Agreement herein referred to is genuine, the only document executed with respect to the Equipment and that all statements contained herein are true and correct.

7. **PRE-AUTHORIZED PAYMENT PLAN.** If Customer has completed the pre-authorized payment section on the reverse side, Customer warrants that all persons whose signatures are required to sign on the Specified Account have signed the authorization. Customer acknowledges that delivery of the authorization to Lessor constitutes delivery by Customer to the branch of the financial institution at which the Specified Account is maintained and that such financial institution is not required to verify that the payments are drawn in accordance with the authorization. Customer agrees that termination of this authorization does not cancel or reduce its obligations under this Agreement. Customer will notify Lessor, in writing, of any changes in the account information or termination of the authorization prior to the next due date of the pre-authorized debit. Items charged under any of the following conditions will be reimbursed by the financial institution where the Specified Account is held, subject to Customer providing the financial institution with a written declaration within ten (10) days of the posting of the debit: (a) the pre-authorized debit was not drawn in accordance with the authorization; (b) Customer's authorization was revoked.

8. **CONTINUING AGREEMENT.** Provided Customer is not in default hereunder, this Agreement will be automatically renewed on a month-to-month basis upon the expiration of the Term ("Renewal Period") upon and subject to the terms and conditions set forth herein including the periodic Rental unless either Lessor or Customer has notified the other in writing within thirty (30) days prior to the expiration of the Term to the effect that the Renewal Period will not be entered into. During the Renewal Period, either party may cancel this Agreement by providing thirty (30) days' written notice to the other party.

9. **RETURN OF EQUIPMENT.** In the event either party elects not to proceed into the Renewal Period or being in the Renewal Period elects to cancel this Agreement, Customer shall, at its own risk and expense, immediately return the Equipment to Lessor, or its designated agent, in the same condition as when delivered, ordinary wear and tear excepted, at such location as Lessor shall designate.

10. **LAWS AND TAXES.** Customer shall comply with all governmental laws, regulations and orders relating to this Agreement, the Equipment and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales, goods and services, property, excise, and other taxes now or hereafter imposed by any federal, provincial, municipal or other taxing authority upon this Agreement or any Equipment, or the purchase, ownership, delivery, renting, possession, use, operation and return thereof (but excluding income and capital taxes of Lessor). Any fees, taxes or other lawful charges paid by Lessor upon failure of Customer to make such payments shall at Lessor's option become immediately due from Customer to Lessor.

11. EQUIPMENT RISK AND INSURANCE.

(a) **Risk.** The Equipment shall lie at the risk of Customer.

(b) **Liability Insurance.** When required by Lessor, Customer shall obtain and maintain for the entire Term and any Renewal Period of this Agreement, at its own expense, insurance against liability arising from damage to property of others and bodily injury or personal injury ("Liability Insurance") in such amounts, in such form and with such insurers as shall be satisfactory to Lessor. Lessor shall be named as an additional insured in such Liability Insurance policy.

(c) **Property Insurance.** Customer shall obtain and maintain for the entire Term and any Renewal Period of this Agreement, at its own expense, property insurance against loss, theft, damage or destruction of the Equipment ("Property Insurance") in such form and with such insurers as shall be satisfactory to Lessor and in an amount not less than the full replacement value of the Equipment or the then relevant Financial Obligation as set forth in the section entitled Default, whichever is greater, naming Lessor as the sole loss payee. A certificate of insurance or other evidence satisfactory to Lessor shall be delivered to Lessor or its designee within thirty (30) days of this Agreement. Customer agrees that if it does not provide Lessor with satisfactory evidence of Property Insurance within the required time period, then Lessor shall have the right, but not the obligation, to have its own Property Insurance placed on the Equipment at Customer's expense. Customer's expense shall include the full premium paid by Lessor and any charges or fees of Lessor or its designee associated with Lessor placing its own insurance on the Equipment. Customer agrees that the Rental shall be increased to cover such expense during the period such Property Insurance is in effect.

(d) **Discontinuance of Property Insurance.** Lessor may, at its sole discretion, at any time discontinue the provision of its own Property Insurance coverage by providing Customer with thirty (30) days written notice of such discontinuance, in which event Customer's insurance obligations to provide Property Insurance, at its own expense, shall apply.

(e) **Payment upon loss or damage.** In the event that any item of the Equipment shall become lost or stolen, destroyed or damaged beyond repair for any reason, or in the event of any condemnation, confiscation, theft or seizure or expropriation of such item, Customer shall promptly notify Lessor and pay to Lessor with respect to such item or items an amount equal to Customer's then relevant Financial Obligation.

12. **ASSIGNMENT BY CUSTOMER.** Customer agrees not to sell, assign, sublet, pledge, hypothecate or otherwise encumber or suffer a lien upon or against an interest in this Agreement or the Equipment without the

prior written consent of Lessor. In the event of an assignment, Customer agrees to pay an assignment fee to Lessor of \$100.00 or Lessor's actual costs, whichever is greater.

13. **TITLE.** Customer shall have no right, title or interest in the Equipment other than, conditional upon Customer's compliance with and fulfillment of the terms and conditions of this Agreement, the right to maintain possession and use of the Equipment for the full Term and any Renewal Period. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating Lessor/Assignee is the owner. Lessor and Customer hereby confirm their intent that the Equipment shall always remain and be deemed personal or movable property, even though said Equipment may hereinafter become attached or affixed to realty.

14. **CONTRACT REPLACEMENT.** If Customer has a rental or lease contract that is being terminated and replaced by this Agreement, Customer hereby acknowledges and consents that the remaining balance of payments and other amounts owing under any such replaced contract have been provided and included in the Rental payable under this Agreement.

15. **DEFAULT.** The occurrence or happening of any one or more of the following events shall constitute an event of default: (i) failure by Customer to pay any Rental or other amounts payable hereunder within five (5) days of the due date thereof; (ii) failure by Customer to perform or observe any covenant, condition or agreement to be performed or observed hereunder and such failure shall continue for a period of 20 days; (iii) any representation or warranty made by Customer herein or in any document or certificate furnished to Lessor in connection herewith or pursuant hereto shall prove to be incorrect at any time in any material respect; (iv) if Customer enters into a transaction involving the sale of its assets in bulk or if Customer attempts to sell or dispose of, or in any way part with possession of any of its assets outside the ordinary course of its business; (v) if Customer becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver, or a trustee or receiver be appointed for Customer or for a substantial part of its property without its consent; (vi) if bankruptcy, reorganization or insolvency proceedings be instituted by or against Customer; (vii) a writ, execution, attachment or similar process be issued or levied against the Equipment.

Upon the happening of an event of default, Lessor in its absolute discretion may: (a) enter upon the premises where such Equipment is located and take immediate possession thereof, whether it is affixed to realty or not, and remove the same, without liability to Lessor for or by reason of such entry or taking of possession, whether for damage to property or otherwise, and sell, rent or otherwise dispose of the same, for such consideration and upon such terms and conditions as Lessor may reasonably deem fit; (b) in the name of and as the irrevocably appointed agent and attorney for Customer and without terminating or being deemed to have terminated this Agreement, take possession of the Equipment and proceed to rent the Equipment to any other person, firm or corporation on such terms and conditions, for such rental and for such period of time as Lessor may deem fit and receive, hold and apply the same against any monies expressed to be payable from time to time by Customer hereunder; (c) terminate this Agreement and by written notice to Customer specifying a payment date not earlier than five (5) days from the date of such notice, require Customer to pay to Lessor as its financial obligation ("Financial Obligation") on the date specified in such notice the sum of (i) any Rental and other amounts due and unpaid, and (ii) as a genuine pre-estimate of liquidated damages for loss of a bargain and not as a penalty, an amount equal to the present value of the aggregate of all Rental payable to the expiration of the Term calculated by discounting such amounts at eight percent (8%) per annum, and (iii) the amount of any residual interest which Lessor may have in the Equipment and which was used in the establishment of the Rental and Term; (d) at a late charge, require the payment of interest at the rate of 24% per annum on any overdue payment until paid. Upon payment by Customer of its Financial Obligation, Lessor shall refund to Customer the net amount received by Lessor on any sale, lease or disposition of the Equipment after deducting all costs and expenses incurred by reason of the occurrence of the event of default or the exercise of Lessor's remedies in respect thereof, including selling commissions and expenses and legal fees and disbursements on a solicitor/client basis. Except as otherwise expressly provided above, no remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

16. **NOTICES.** Any notices and demands required to be given herein shall be given in the parties in writing and by registered mail at the address herein set forth, or to such other address as the parties may hereafter substitute by written notice given in the manner prescribed in this section. Lessor and Customer hereby agree that all documents, including this Agreement, sent by facsimile or other means of electronic transmission to the other party shall be considered to be original documents.

17. **FURTHER ASSURANCES.** Customer will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose hereof. At Lessor's request, Customer shall send Lessor its audited and/or unaudited financial statements within fourteen (14) days of such request.

18. **COLLECTION CHARGES.** Should Customer fail to pay when due any part of the Rental, or renewal Rental herein reserved or any sum required to be paid to Lessor hereunder, Customer shall pay to Lessor, in addition thereto, a late charge of ten dollars (\$10.00) for each month or part thereof for which said Rent or other sum shall be delinquent together with interest on any and all delinquent payments and amounts in default from the date thereof until paid in full at the rate of 24% per annum calculated monthly. Customer further agrees to pay to Lessor a returned cheque or non-sufficient funds (NSF) charge to reimburse Lessor for its time and expense incurred with respect to a cheque or a Pre-Authorized Payment debit that is returned for any reason, such NSF charge shall be the greater of \$25.00 or the actual bank charges to Lessor plus other amounts allowed by law.

19. **CREDIT INVESTIGATION.** CUSTOMER HEREBY consents to LESSOR CONDUCTING A PERSONAL INVESTIGATION OR CREDIT CHECK UPON CUSTOMER SUBJECT TO APPLICABLE REGULATION. AT LESSOR'S REQUEST, CUSTOMER AGREES TO PAY A CONTRACT INSTALLATION FEE TO LESSOR OF \$100.00 OR LESSOR'S ACTUAL COSTS, WHICHEVER IS GREATER, SUCH FEE TO COVER LESSOR'S INITIAL PROCESSING AND REGISTRATION COSTS.

20. **ADD-ON EQUIPMENT.** Customer and Lessor agree that additional Equipment ("Add-on Equipment") may be rented pursuant to this Agreement, the terms and conditions of which shall apply thereto, provided Customer and Lessor agree in writing to the specific terms and conditions of such rental. Any such writing, which may include a purchase order issued by Customer for such Add-on Equipment, shall provide: (1) reference to this Agreement; (2) a description of the Add-on Equipment; (3) the Term of such rental; (4) the payment frequency or number of payments; and (5) the Rental amount payable for the Add-on Equipment. The rental of such Add-on Equipment shall be subject to the terms and conditions of this Agreement except as specifically provided in such writing.

21. **WAIVER.** The parties hereto agree that this document be written in the English language. Les parties ont présentes conveniement à ce que ce document soit rédigé en anglais.

22. **MISCELLANEOUS.** This Agreement shall be governed by the law of the Province or Territory first set out above. Time is of the essence with respect to this Agreement and no waiver by Lessor of any default shall constitute a waiver of any other default by Customer or waiver of Lessor's rights. Should Customer fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest at 24% per annum shall be considered as additional rental to be paid by Customer. This Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions not specifically set forth herein and no modifications, amendments or variations shall be effective or binding unless agreed to in writing and properly executed by the parties. This Agreement shall be binding upon and come to the benefit of the parties hereto, their permitted successors and assigns. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The Customer acknowledges and agrees that clerical errors shall not affect the validity of this agreement and Lessor shall be entitled to unilaterally correct the same. CUSTOMER ACKNOWLEDGES THAT STATEMENTS UNDER THE VARIOUS PROVINCIAL, PERSONAL PROPERTY SECURITY ACTS AND THE CIVIL CODE OF QUEBEC MAY BE REGISTERED WITH RESPECT TO THE AGREEMENT AND THE EQUIPMENT AND HERBY WAIVES RECEIPT OF, AND THE RIGHT TO RECEIVE, A COPY OF ANY SUCH REGISTERED STATEMENT OR VERIFICATION STATEMENT WITH RESPECT THEREOF, TO THE EXTENT NOT PROHIBITED BY ANY LAW APPLICABLE TO AND GOVERNING THIS AGREEMENT. CUSTOMER HEREBY WAIVES THE BENEFIT OF ALL PROVISIONS OF ANY LAW, STATUTE OR REGULATION WHICH WOULD IN ANY MANNER AFFECT LESSOR'S RIGHTS AND REMEDIES HEREUNDER, INCLUDING PROVISIONS OF THE LIMITATIONS OF CIVIL RIGHTS ACT OF SASKATCHEWAN, FOR PURPOSES OF THE CIVIL CODE OF QUEBEC, THE CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT SHALL BE CONSIDERED A CONTRACT OF LEASING.

Initials

09/06

Delivery and Acceptance Certificate



CONTRACT NUMBER:

Customer hereby acknowledges delivery and/or installation of the Equipment under the subject Agreement and confirms that the Equipment has been inspected, is in good operating condition, is totally fit for its intended purpose and is in all respects as represented.

Location of Equipment (If different than billing address)

Landlord Name and Address (Quebec only)

CUSTOMER

(Legal Name) _____

The undersigned affirms that he/she is duly authorized to execute this Certificate.

BY: **X**

(Authorized Signature)

TITLE _____

DATE: _____

Guaranty

CONTRACT NUMBER:

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned party ("Guarantor") unconditionally guarantees to Lessor or its Assignee the full and prompt performance by Customer under the subject Agreement referenced above, all of the obligations of Customer with respect to the subject Agreement and agrees to indemnify Lessor or its Assignee against any loss they may incur resulting from the failure by Customer to perform such obligations. Guarantor agrees that it shall not be necessary, as a condition to enforce this Guaranty, that any notices, actions, rights or remedies against Customer be first exhausted, it being understood and agreed that Guarantor is jointly and severally obligated with Customer for the due and complete performance of Customer's obligations under the subject Agreement. Guarantor's liability hereunder shall be primary, direct and in all respects unconditional and shall be binding upon its respective successors and assigns, and shall not be released unless specifically agreed to in writing by a duly authorized representative of the Lessor or its Assignee.

Separate from and in addition to Guarantor's obligations above, should Customer be in default of the subject Agreement, Lessor may at its sole discretion, appoint Guarantor as the primary Customer for the unexpired Term thereunder in the same manner as if Guarantor was originally named Customer therein, and Guarantor hereby accepts such appointment.

GUARANTOR

(Legal Name) _____

The undersigned affirms that he/she is duly authorized to execute this Guaranty.

BY: **X**

(Authorized Signature)

DATE: _____



Report To: Board of Directors

Subject: Cave Springs Conservation Area Master Plan Clarification Update Report (Revised)

Report No: 58-14

Date: June 18, 2014

RECOMMENDATION:

1. That Cave Springs Master Plan Report No. 58-14 be received and,
2. That Cave Springs Master Plan Clarification Report No. CR-46-14 (redacted) be received and,
3. That staff be directed to initiate and lead a new Master Plan process for the Cave Springs Conservation Area, as per Option 5, and
4. That staff prepare a project plan and budget for consideration in the 2015 budget process

PURPOSE:

To clarify the status of previous Master Plan initiatives related to the Cave Springs CA and to seek direction from the Board regarding the available options listed in the report.

BACKGROUND:

At the May 21, 2014 NPCA Board meeting, the Board expressed a desire to deal with this matter in the public forum and provided direction that certain detailed information be redacted from the report and that the matter be deferred until the next Board meeting, June 18, 2014. The Board further directed that staff present options and recommendations with respect to developing a Master Plan for the Cave Springs Conservation Area.

The redacted Report CR-46-14 is attached.

DISCUSSION:

Below are the options and recommendations related to the development of a Master Plan for the Cave Springs Conservation Area.

As noted in the previous report, decisions regarding the future of this property should be made for planning and budgeting purposes. Other Master Plan commitments and limited resources need to be taken into consideration.

No funding have been allocated in the 2014 Budget to support further work on the Cave Springs Master Plan. Should the Board express interest in doing so, then the matter will be brought forward in the 2015 Budget deliberations.

OPTIONS:

1. Take no action.

Implications:

- Renders site generally inaccessible to the public;
- Reduces options related to existing structures;
- Increases likelihood of trespassers and vandalism

2. Refer matter to CLAC for recommendation.

Implications:

- Largely unknown; delays decision-making process

3. Finalize the 2008 Draft Master Plan.

Implications:

- Would likely be challenged on the process and validity of work initiated 8 years ago;
- If the process is determined to be acceptable, the Plan is essentially in place and can be finalized at a very low cost;
- Implementation Plan can be developed

4. Hire an external consultant and initiate a new Master Plan process, to be funded through the 2015 budget process.

Implications:

- A new Master Plan would be developed, consistent with the process established through the Binbrook planning process
- Would cost approximately \$30,000

5. Initiate a new Master Plan process that is staff led and funded through the 2015 budget process.

Implications:

- A new Master Plan would be developed, consistent with the process established through the Binbrook planning process
- Cost estimated at \$10,000
- Promotes cross-functional teamwork
- Builds organizational capacity

FINANCIAL IMPLICATIONS:

As described above for each option

RELATED REPORTS AND APPENDICES:

1. CR-46-14 (including Report No. 22-12, CR-03-12, CR-13-12 and 2008 Cave Springs Master Plan Material)

Prepared by:



Name: Mark Brickell
Title: Project Manager

Reviewed by:



Name: David Barrick
Title: Senior Manager of Operations

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer



CONFIDENTIAL

TO: The Chairman and Members of the Authority

DATE: May 21, 2014

SUBJECT: Cave Springs Conservation Area Master Plan Clarification Update
Report CR-46-14

Executive Summary

- At the April 16th, 2014 Board meeting, the NPCA Board directed staff to bring forward any prior master plan related to Cave Springs
- In 1986 and again in 2006 master planning processes were initiated. For various reasons the plans were never finalized.
- In 2012, at a time when the Board was contemplating the potential sale of 2 Parcels of land within the Cave Springs Conservation Area, the 2008 draft master plan was brought forward for possible revision
- The NPCA Board decided not to sell the 2 Parcels in question and no further revisions were made to the draft master plan
- It has been nearly nine years since NPCA gained full control of the Cave Springs property and decisions should be made about its future uses; other Master Plan commitments and limited resources need to be taken into account

Background

During the April 16th NPCA Board meeting, the Board passed the following motion:

"THAT: the staff bring forward a report on any prior Master Plan related to Cave Spring; and

That staff not proceed with any discussions until the Authority determines the next steps related to the property."

In 1986 a Draft Master Plan was prepared, however, due to management issues related to lands below the escarpment brow, the process was never completed.

In 2006, following the death of Margaret Reed, the NPCA initiated another master planning process for the property. By 2008, NPCA staff had prepared a Draft Master Plan and on August 19, 2008, hosted an open house to share the draft plan with the public.

According to NPCA Board Report No. 22-12 (April 11, 2012), the master planning process

was put on hold while the Ministry of Natural Resources completed its work on a Park Planning Manual for the Niagara Escarpment Parks and Open Space System (NEPOSS). The Manual was finalized in late 2011.

At the same April 11, 2012 Board meeting, NPCA staff brought forward Confidential Report CR-03-12, in which staff advised that they had been approached [REDACTED] with a proposal to purchase two parcels of land (referred to as Parcels A and B) at the Cave Springs Conservation Area. Parcel A is the land that NPCA has leased to Cave Spring Winery since 1992. At that time, it was determined that the disposal of Parcel A would not impact the proposed master plan for Cave Springs CA. Parcel B is a former agricultural field with more than 20 years of natural regeneration. Staff at that time determined that the sale of Parcel B might require an amendment to the proposed master plan.

According to Confidential Report CR-13-12 (July 11, 2012), staff were directed to investigate the steps involved in declaring these parcels surplus, and to determine lease/purchase prices for the land. D.J. Warden Appraisals was hired to prepare an appraisal report for both parcels of land. In that same report, staff indicated a belief that Parcel A meets the criteria for surplus lands. Staff further concluded that further investigation would be required to support a surplus declaration for Parcel B, and suggested that the issue should be addressed when the Cave Springs Draft Master Plan is revised. The staff recommendations in this report were:

"That Report No. CR-13-12 be received; and

That staff be authorized to begin the process to dispose of Parcel A as surplus to the needs of NPCA;

That staff revise the Cave Springs Draft Master Plan, in accordance with the Niagara Escarpment Parks and Open Space System Planning Manual, dated March 2012; and

That any agreement for the disposal of property at the Cave Springs Conservation Area be subject to the revenues being retained by the NPCA for use on the Cave Springs Conservation Area."

Unfortunately, there is no formal documentation of any resolutions relating to this report. Former CAO, Mr. D'Amario, says that it's his recollection the Board decided to not sell either Parcel. The Draft Master Plan was never revised, nor submitted for approval.

Discussion

The Cave Springs Conservation Area lies within the buffer zone of the Niagara Escarpment UNESCO World Biosphere Reserve. Formally, it is designated as an Escarpment Protection Area, in the Niagara Escarpment Plan. NPCA acquired the property in 1981, however, did not have meaningful control of the property until 2005, when Mrs. Reed passed away. In 2006, a master planning process was initiated by NPCA.

In 2008, a single open house was held to present and receive public feedback regarding the proposed draft master plan. It has been nearly nine years since the passing of Mrs. Reed and to date no master plan has been finalized. Except for the improvements made by Cave Spring

Winery, and approved by NPCA, the property has been generally neglected.

Decisions regarding the future uses of this property should be made sooner rather than later. Other Master Plan commitments and limited resources need to be taken into account

Financial/Program/Business Implications

No monies have been allocated in the 2014 Budget to support further work on the Cave Springs Master Plan. Should the Board express interest in doing so, then the matter will be brought forward in the 2015 Budget deliberations.

Attachments:

1. 2008 Cave Springs Master Plan material
2. Cave Springs Conservation Area Master Plan (update) – Report No. 22-12
3. Land Disposal Consideration – Cave Springs Conservation Area CR-03-12
4. Land Disposal – Cave Springs Conservation Area – Report No. CR-13-12

RECOMMENDATION

That Cave Springs Master Plan Report No. CR-46-14 be received, and

That staff report options for moving the Cave Springs Master Plan process forward at the next Authority Board meeting (June 2014).

Prepared by: David Barrick, Senior Manager- Operations
Mark Brickell, Project Manager

Respectfully Submitted by:


Carmelo D'Angelo, BSc, MPA CAO/Secretary-Treasurer



NIAGARA PENINSULA
CONSERVATION
AUTHORITY

TO: The Chairman and Members of the Authority

DATE: April 11, 2012

SUBJECT: Cave Springs Conservation Area Master Plan (update) – Report No. 22-12

In August of 2008, Conservation Authority Staff held a public open house to present a Draft Master Plan for the Cave Springs Conservation Area. A copy of the concept is attached to this report for reference.

The key elements of the plan were:

1. New parking area
2. Enhanced trail system
3. Interpretive signs
4. Removal of former residence and out buildings
5. Construction of Escarpment Bench observation platform
6. Preserving the historic barn for continued agricultural use (rental)

The NPCA received a number of comments from the public following the meeting. Most attendees supported the concept, however there were some concerns that the residence should be maintained and used as a rental property or interpretive centre. Staff inspected the structures a second time and confirmed that the investment would be too significant to maintain them in habitable condition.

Shortly after the public consultation, the Ministry of Natural Resources (MNR) began working on a Park Planning Manual for the Niagara Escarpment Parks and Open Space System (NEPOSS). NPCA staff were involved in drafting the manual as part of the Conservation Authority Working Group. The Manual would provide details on the approval process for Provincial approvals by MNR and the Niagara Escarpment Commission. The Manual was finalized in late 2011.

NPCA staff are working on a submission for Master Plan approval. In the period of time since the plan was presented to the public, the agricultural operator renting the barn has advised that it is no longer required for their use. Staff maintain that the structure has historical significance and should be protected. A revised concept will be brought to the Board for consideration in May. Once staff have received endorsement from the Board, the Draft Master Plan will be submitted for further public consultation and Provincial Approvals.

RECOMMENDATION:

That Report No. 22-12 regarding the Cave Springs Conservation Area Master Plan be received.

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

Respectfully Submitted by: _____

A handwritten signature in black ink, appearing to read 'Tony D'Amario', written over a horizontal line.

Tony D'Amario, CAO/Secretary-Treasurer

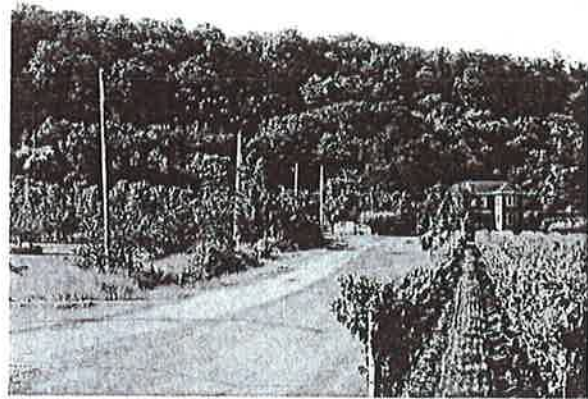
Cave Springs Conservation Area Draft Master Plan

2008

Background Information

Cave Springs Conservation Area is owned by the Niagara Peninsula Conservation Authority. Over the past two years, Conservation Authority staff conducted surveys of the property, documenting the natural and cultural resources throughout this 35 hectare park. This Conservation Area contains some of the most dramatic Escarpment features in the Niagara Peninsula. It also has a rich history of local folklore surrounding the property.

The property was first acquired in 1981. A draft master plan was prepared in 1986, however it was never completed because of management issues related to lands below the Escarpment Brow. During negotiations to purchase portions of the property, the Authority entered into a tenancy agreement with Margaret and Ronald Reid. This restricted management activities in the area surrounding the home, barn and outbuildings occupied by the Reids. When Mrs. Reid passed away in 2005, all restrictions associated with the tenancy were lifted. The Authority secured the buildings and restricted access to the lands below the Escarpment until a management plan could be completed for the entire site.



Plan Goal

To protect the resources of Cave Springs Conservation Area while allowing limited public access to the site.

Objectives

- Protect sensitive habitat and landscape features.
- Document and preserve the local folklore associated with the site.
- Secure the park against vandalism and unauthorized activities.
- Remove aging infrastructure.
- Improve site and trail access for day-use visitors.
- Educate the visitor through on-site interpretive panels.

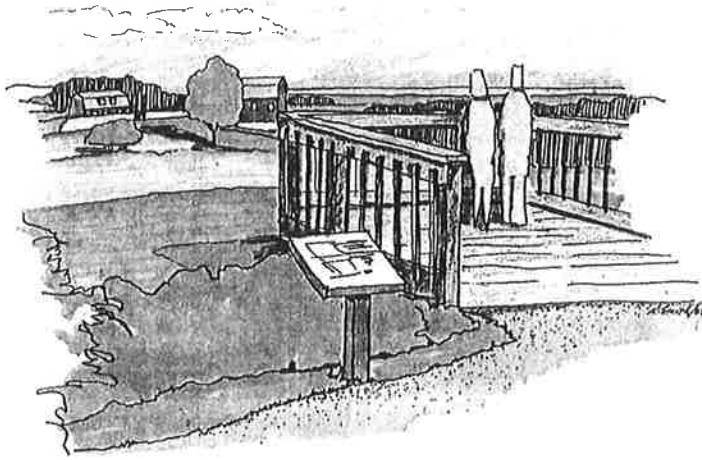
Activities Permitted

- Hiking
- Environmental Education
- Nature Appreciation
- Scientific Research
- Existing Agricultural Leases



NIAGARA PENINSULA
CONSERVATION
A U T H O R I T Y

Main Features of the Plan



- A small parking lot and staging area is proposed upon entering the property from Cave Springs Road. The lot will be close to the road for security purposes, but far enough from adjacent residences to respect privacy.
 - Provide safe and updated trails for visitors from the parking lot, through the Carolinian Forest, to the base of the Escarpment. Improve the pathway leading to the Bruce Trail.
-
- Interpretive signs situated at trail connections will inform visitors of the site's history, its role as part of the Niagara Escarpment Parks and Open Space System, significant natural features and local folklore surrounding Cave Springs.
 - The existing barn is to be maintained; however the house and several outbuildings are deemed beyond repair and are slated for demolition.
 - Partner with the Bruce Trail Club to improve the access point above the Escarpment.
 - Partner with the Town of Lincoln, the Niagara Regional Police Service and local landowners to develop a strategy to ban off-road vehicles and ATVs from the lands along the top of the Escarpment.
 - Open up the tributary passing through the old horse paddock, and re-establish riparian buffers along the watercourse.

Next Steps

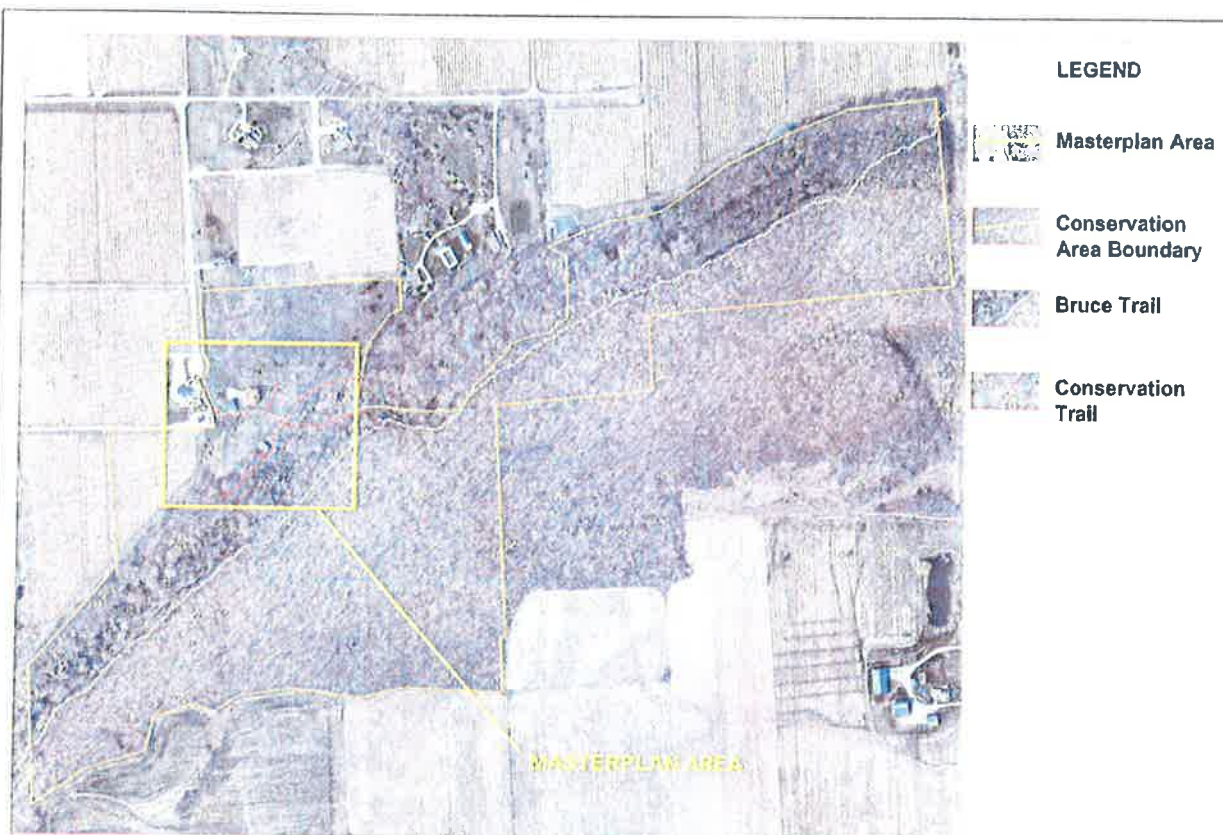
This is the first of two scheduled rounds of public consultation. Authority staff will be receiving comments from the general public and making revisions to the draft master plan. The revised draft plan will then be circulated to public agencies and Ministries for review and comment. The information received will be used to refine the plan, including the development of costing and an implementation schedule.

The revised draft will be brought to a future Authority Board Meeting for consideration before being presented to the public as the final draft.

Planning Together: We are interested in your ideas

For further information please contact:

Darcy Baker
Director, Land Management
Niagara Peninsula Conservation Authority
Telephone: (905) 788-3135 xt.248
Fax: (905) 788-1121
E-mail: dbbaker@conservation-niagara.on.ca

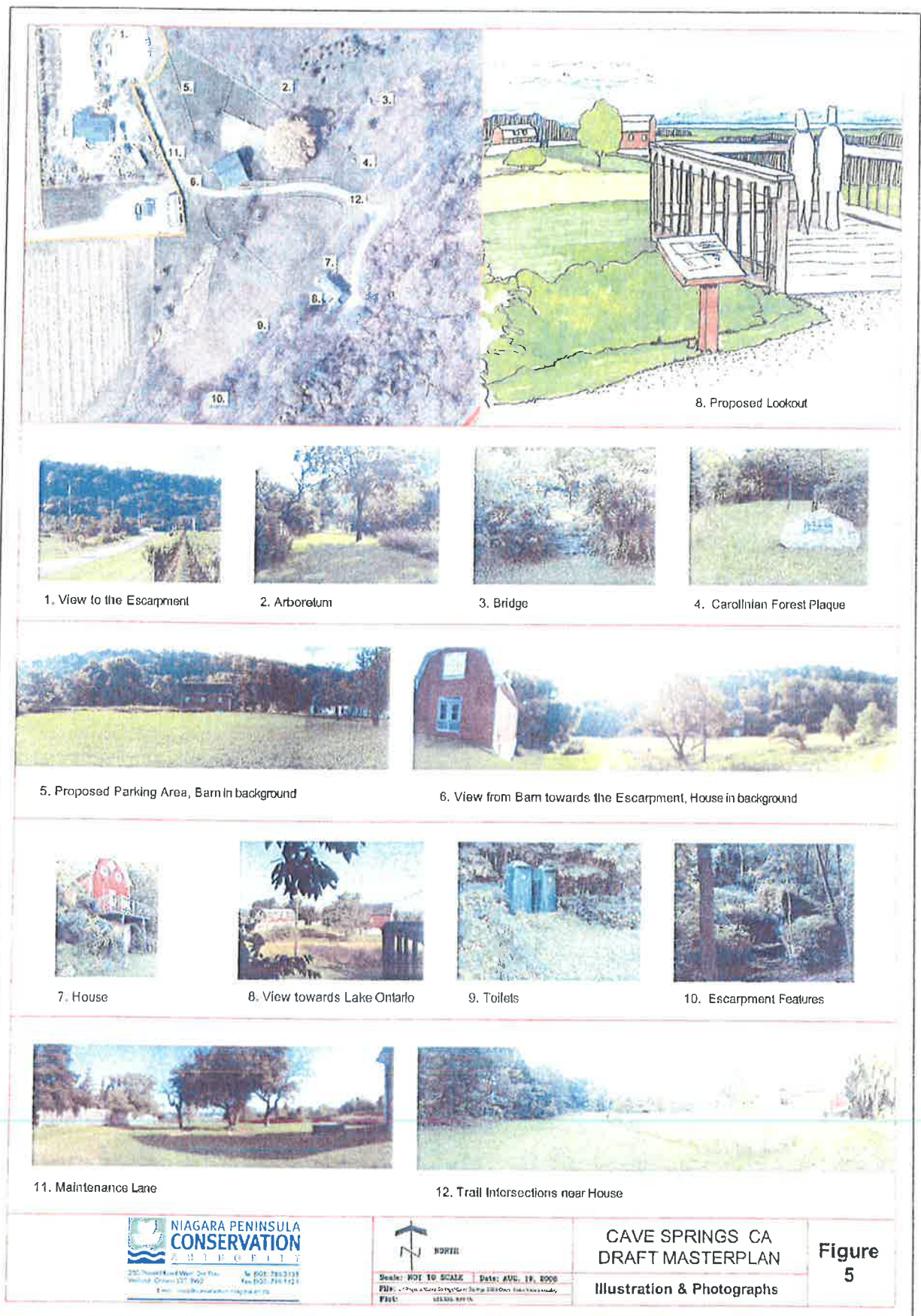


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Email: npace@conservationniagara.on.ca

Scale: NOT TO SCALE Date: AUG. 19, 2006
File: C:\NPA\CA\Bridges\Bridges.mxd
Plot: 8/19/2006 3:11 PM

**CAVE SPRINGS CA
DRAFT MASTERPLAN**
Masterplan

**Figure
4**





TO: The Chairman and Members of the Authority [REDACTED]

DATE: April 11, 2012

SUBJECT: Land Disposal Consideration- Cave Springs Conservation Area CR-03-12

Background

Conservation Authority staff were approached by [REDACTED] with a proposal to purchase two parcels of land at the Cave Springs Conservation Area. Cave Spring Winery has been growing grapes and farming lands along the north side of Cave Springs Conservation Area for more than 25 years. The two parcels are identified on the attached plan as "Parcel A" and "Parcel 8". [REDACTED] funds generated from the sale of property could be directed towards implementation of the Cave Springs Master Plan.

Parcel A

This 1.43 ha (3.54 acre) parcel is currently leased to Cave Spring Winery and planted in grapes. The lease agreement, dated January 31st, 1992, received Order in Council approval for a term of twenty-one years less a day. The NPCA agreed to lease the lands for an additional twenty-one years, [REDACTED]

Parcel B

This parcel is approximately 1.86 ha (4.6 acres) of regenerating farmland, covered in a Gray Dogwood Thicket. The land was farmed by the previous owner. After the NPCA acquired it, the lands were allowed to naturally regenerate. [REDACTED]

Discussion

Disposal of Conservation Authority property is governed by Provincial Policy. The *Policies and Procedures for Disposal of Conservation Authority Property* are attached to this report for information purposes. Requests for land disposition will be evaluated by the Minister on five main points:

- 1) Does the disposal fulfil the objects of the Authority
- 2) Are Provincially Significant Conservation lands protected
- 3) Is the disposal based on market value
- 4) Has it followed an open process with public notification
- 5) Can it be accurately defined

Additional criteria apply to lands within the Niagara Escarpment Plan Area and lands within the Niagara Escarpment Parks and Open Space System (NEPOSS). Both Parcels fall into this category.

Does the disposal fulfill the Objects of the Authority?

Parcel A has been in grape production for the past 21 years. The Draft Master Plan for Cave Springs does not propose any change in the land use activity for this parcel. If the land disposal were approved, it would not impact the proposed Master Plan for Cave Springs.

Parcel B is a former agricultural field with more than 20 years of natural regeneration. The Draft Master Plan identifies this area as a regenerating forest and buffer between the protected natural area to the south and the agricultural operations in the north. The size of the buffer is not specified in the Master Plan, and could be modified if a land disposal were approved. The size of the buffer would be determined through consultation with staff from the MNR and the NEC.

Are Provincially Significant Conservation Lands Protected?

Both Parcels are within 50 metres of the "Beamsville Escarpment ANSI". This is a Provincially Significant Life Science Area of Natural and Scientific Interest (ANSI). The value of lands adjacent to an ANSI is viewing opportunities and protective natural buffers. In the case of disposal, restrictive covenants could be placed on the properties to ensure the ANSI values are protected.

The lands are also located in areas identified as Highly Vulnerable Aquifers and portions are identified as Significant Groundwater Recharge Areas. Since the proposed use is agricultural in nature, and restrictive covenants could prevent future development on the properties, the conservation value of these lands can be protected.

Is the Disposal Based on Market Value?

The NPCA's land acquisition program is based on fair market value, established through an appraisal report conducted by an accredited Ontario Land Appraiser. The Provincial Policy for disposal requires similar evaluation for property over \$50,000 in value. Conservation Authority staff believe that both parcels will require a full appraisal report to establish market value.

Has it followed an open process with public notification?

Many Conservation Authority lands are acquired with public funds, for the general benefit of the watershed residents. The NPCA must follow an open and public process when considering disposal of these properties, just as local and regional municipalities do when selling assets.

Section 4.5.3 of the Policy outlines the process that should be followed. Both parcels are located in the NE Plan Area. The NE Plan does not allow the creation of new lots, so the parcels can only be offered to the Local and Regional Municipalities or adjacent property owners. [REDACTED]

Can the Lands be Accurately Defined?

Parcel A is already identified as Part 1, Registered Plan 30R-5772. Staff believe this information is sufficient for application to the Minister. Parcel B will require a survey to prepare a plan for registry.

Can the Funds be Directed to Cave Springs Conservation Area?

Revenue generated through disposal of Conservation Authority lands is governed by Provincial Policy. *Policies and Procedures for the Treatment of Revenue Generated on Conservation Authority Properties* are attached to this report for information. Section 6 of this Policy allows Conservation Authorities to retain revenue from land sales in a reserve account for projects approved by the Minister. The Policy is also subject to other agreements such as the Niagara Escarpment Land and Stewardship Program.

Cave Springs Conservation Area is a Natural Environment Park in the NEPOSS. Proposals for land disposal are required to meet the following four criteria:

1. The disposal is considered minor in nature and would not result in the removal of a park or open space lands from the System or change the boundary of a park or open space area in a significant manner. In this regard minor shall generally mean parcels of 2 hectares (5 acres) or less.
2. The disposal must be in conformity with land use provisions, new lot policies and development criteria of Parts 1 and 2 of the Niagara Escarpment Plan.
3. The disposal can be justified as being beneficial to the Escarpment Parks and Open Space Program (e.g. exchanging surplus lands for lands having a higher environmental or recreational priority).
4. The disposal will not detrimentally affect the public land base, its future use or adjacent properties.

Authority Staff believe that both Parcels would be able to meet these criteria. Item 3 may be challenging, if a clear connection is not made to the implementation of the Cave Springs Master Plan.

Conclusion

Authority staff believe that Parcel A can be declared surplus and disposed of through the appropriate public process outlined above. Parcel B has more restrictions, including two other landowners who may be interested in acquiring the site. It could still be considered surplus, and not impact the proposed Master Plan for Cave Springs Conservation Area.

Should the Board support the proposed disposition of land, staff recommend that the sale be conditional upon confirmation from the MNR and the NEC that any funds generated can be retained by the NPCA for implementation of the Cave Springs Master Plan.

RECOMMENDATION:

That Report No. CR-03-12 regarding land disposal proposal at Cave Springs Conservation Area be received.

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

Respectfully Submitted by:

Tony D'Amario, CAO



**NIAGARA PENINSULA
CONSERVATION
AUTHORITY**

TO: The Chairman and Members of the Authority

DATE: July 11, 2012 [REDACTED]

SUBJECT: Land Disposal-Cave Springs Conservation Area- Report No. CR-13-12

Background

Members will recall that a report was presented in camera at the April meeting of the Full Authority, regarding two parcels at Cave Springs Conservation Area. A plan showing Parcel A and Parcel B is attached to this report for reference. Staff were directed to investigate the steps involved in declaring these parcels surplus, and to determine lease/purchase prices for the land.

D.J. Penwarden Appraisals was hired to prepare an appraisal report for both parcels of land. The values for each scenario differ because of their unique conditions. Parcel A has already been cleared, graded and planted in grapes. The value of the property does not include the grapes because these are leasehold improvements, which can be removed at the end of the lease. Parcel B is covered in a dogwood thicket. Before the property could be planted it would have to be cleared of vegetation, graded and drainage works installed. The value of the property is discounted by the cost of the works required to prepare the site.

The appraisal information is summarized as follows:

Parcel A

Purchase Price: [REDACTED]

Lease Rate: [REDACTED]
[REDACTED]

Parcel B

Purchase Price: [REDACTED]
[REDACTED]

Lease Rate: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Policies and Procedures for Disposal of Conservation Authority Property. It will also bring the proposal into conformity with a recent Niagara Escarpment Parks and Open Space System Planning Manual.

Summary

Staff believe that Parcel A meets the criteria for surplus lands. If the Authority Board declares the property surplus, staff will begin the process for approval under the *Policies and Procedures for Disposal of Conservation Authority Property*. If the Authority Board does not wish to sell the property, staff recommend that the 1992 NPCA decision to extend the lease be honoured, and that a request be forwarded to the Minister of Natural Resources for a 20 year lease agreement.

Staff believe that further investigation is required to support a surplus declaration for Parcel B. This issue should be addressed when the Cave Springs Draft Master Plan is revised.

Should the Board decide to dispose of either parcel, staff recommend that the final sale be conditional upon the NPCA being granted approval by the Ministry of Natural Resources to retain the revenue in a capital reserve for use on the Cave Springs Conservation Area. This policy is outlined as Section 6.2 of *Policies and Procedures for the Treatment of Conservation Authority Generated Revenue*, dated June 13, 1997.

RECOMMENDATION:

That Report No. CR-13-12 be received; and

That staff be authorized to begin the process to dispose of Parcel A as surplus to the needs of the NPCA;

That staff revise the Cave Springs Draft Master Plan, in accordance with the *Niagara Escarpment Parks and Open Space System Planning Manual*, dated March 2012; and

That any agreement for the disposal of property at the Cave Springs Conservation Area be subject to the revenues being retained by the NPCA for use on the Cave Springs Conservation Area.

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

Respectfully Submitted by: _____

Tony D'Amario, CAO/Secretary-Treasurer



Report To: Board of Directors

Subject: New NPCA Vehicle and Equipment Policy

Report No: 59-14

Date: June 18, 2014

RECOMMENDATION:

1. That the NPCA Board **APPROVE** the NPCA Vehicle and Equipment Policy as attached.

PURPOSE:

The purpose of this report is for information and consideration of the adoption of a new NPCA Vehicle and Equipment Policy

BACKGROUND:

There currently is no Vehicle and Equipment Policy on file. At the May, 2014 Full Authority meeting, staff informed the Board that a Vehicle and Equipment Policy would be presented for its consideration at the June Board meeting.

DISCUSSION:

The purpose of a Vehicle and Equipment Policy is to provide for the development and maintenance of a highly functional and efficient NPCA Fleet of Vehicles and Equipment in the most economical manner practical.

In order to achieve this goal, the new policy's objectives and procedures are required to define responsibility of the Operations Department and the users of that equipment.

FINANCIAL IMPLICATIONS:

There are no direct financial implications for the adoption of this policy, however, it does provide staff with clear and consistent guidance moving forward.

RELATED REPORTS AND APPENDICES:

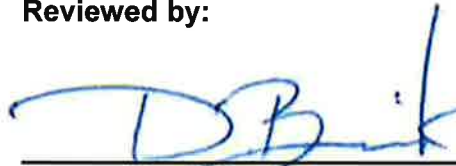
1. Appendix – NPCA Vehicle and Equipment Policy

Prepared by:



Name: Gregg Furtney
Title: Conservation Areas Supervisor

Reviewed by:



Name: David Barrick
Title: Senior Manager, Operations

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer



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VEHICLE & EQUIPMENT POLICY

Effective Date: June 19, 2014

POLICY STATEMENT:

This policy shall apply to all Niagara Peninsula Conservation Authority vehicles and equipment which are inventoried in our Capital Asset Program.

The goal of this policy is to provide for the development and maintenance of a highly functional and efficient NPCA fleet of vehicles and equipment in the most economical manner practical.

In order to achieve this goal, the following objectives and procedures are required to define responsibility of the NPCA Operations Department.

POLICY

1. ACQUISITION OF VEHICLES AND EQUIPMENT

1.1 *Objective*

To develop practical standardization within the fleet through consistency in specification, purchase and selection of the types of equipment utilized by the various fleet users, by both Office and Field Staff.

To provide equipment of a proper caliber to effectively carry out the work to which it is assigned and which is cost and energy efficient over its operating life.

1.2 *Procedure*

(a) Replacement of Inventoried Vehicles and Equipment

It shall be the responsibility of the Operations Department to obtain required approvals for the replacement of all equipment covered by this policy.

A vehicle and equipment replacement program schedule report will be submitted at least yearly to the Senior Manager, Operations for approval prior to the calling of any tenders.

Funding for the approved replacements shall be made from the vehicle and equipment Operations Budget, supplemented by the Vehicle and Equipment Operations Reserve Fund when needed.

It shall be the responsibility of the Senior Manager, Operations, in collaboration with the Conservation Areas Supervisor, to recommend which equipment should be replaced. The functional usefulness, the overall operating costs and the costs of refurbishing existing equipment to provide a useful and economic term of life will be the main factors considered in making the decision. All replacements shall be discussed with the various members of the Operations Team to ensure they are of a proper caliber to suit their operational requirements.

The Senior Manager, Operations shall be responsible for establishing a replacement term for each piece of equipment based on its class and level of utilization. The replacement term will be used to determine the replacement portion of the chargeback rate, if applicable, the annual contribution to the vehicle and equipment purchase budget and applicable reserve fund, and a long-term replacement schedule.

A long-term replacement schedule will be used as an indicator for the replacement of each piece of equipment based on its in-service date and its replacement term. This schedule will also be used as an indicator for the level of financing required from the vehicle and equipment purchase budget and reserve fund. This schedule will be updated annually to current replacement terms and costs.

(b) Additional Vehicles and Equipment

Where a need is determined for equipment which is additional to the present equipment complement, it shall be the responsibility of the Senior Manager, Operations to obtain the necessary approvals for its purchase.

It shall be the responsibility of the Senior Manager, Operations and the Operations Department to provide the budget allocation for the purchase of this equipment.

The Senior Manager, Operations, in collaboration with the Conservation Areas Supervisor and members of the Operations Team, will be responsible for providing the specifications and arranging for the purchase of the equipment. The new equipment will then be assumed by the

Conservation Areas Supervisor and be subject to all the provisions of this policy.

(c) Specifications

It shall be the responsibility of the Conservation Areas Supervisor to establish specifications for all vehicles and equipment which is in keeping with the current availability and the general requirements of the jobs the equipment is to perform.

Specifications shall provide for equipment which will adequately perform its job function, provide operator safety and comfort and be the most economical to maintain over its life expectancy. Board of Directors and CAO directed initiatives must also be complied with. This would include taking into consideration green fleet initiatives wherever operationally feasible.

Standardized equipment shall be utilized by all Operations Team Members and individual Facilities as much as possible. For specialized equipment, the Senior Manager, Operations will review the requirements in order to ascertain specifications for the required equipment.

(d) Purchasing

Following all necessary approvals, requisitions and specifications for equipment will be submitted by the Senior Manager, Operations for approval by the CAO/ Secretary Treasurer and the NPCA Board of Directors.

The Senior Manager, Operations will review bids for equipment with the Conservation Areas Supervisor when necessary to determine which bid to accept. Bids will be accepted in compliance with the Purchasing Policy where in most cases, but not all cases, lowest bid meeting specifications shall be the successful bidder.

Upon approval of the recommendation report to the CAO/ Secretary/ Treasurer and the Board of Directors, purchase orders shall be generated by the Conservation Areas Supervisor and forwarded to the vendor/ Dealer.

2. PROVISION

2.1 *Objectives*

To provide a fleet of equipment to meet the regular and defined equipment needs of staff while maintaining the fullest utilization of the equipment.

2.2 Procedure

(a) Provision

It shall be the responsibility of the Conservation Areas Supervisor to provide equipment to meet the approved equipment complement of the staff. Equipment will generally be assigned to the staff and/ or facility until it requires replacement or is no longer required.

3. MAINTENANCE

3.1 Objective

To provide an economical and functional fleet maintenance operation for NPCA vehicles and equipment.

3.2 Procedures

The Conservation Areas Supervisor shall be responsible for the maintenance of all equipment covered by this policy in the most practical economical manner. This responsibility shall include determining what repairs are to be made, the manner in which they are made and who will carry out the work.

ALL NPCA staff shall be responsible for ensuring that all vehicles and equipment are operated safely and properly in accordance with the Equipment Operator's Manual. ALL NPCA Staff will ensure the vehicles and equipment are kept clean inside and out.

ALL NPCA Staff shall be responsible for reporting any problems or defects with vehicles and equipment to the Senior Manager, Operations or his/her representative, immediately. The Staff shall inspect their vehicle daily as per the vehicle inspection log book. Pre-trip inspections are to be kept in the vehicle binders to be reviewed periodically by the Senior manager, Operations and/or the Conservation Areas Supervisor to ensure all issues are addressed in a timely manner in accordance with Ministry of Transportation requirements. Vehicles or Equipment in need of repairs will be immediately red-tagged and taken out of service until servicing has been undertaken.

Where damage is caused through accident or neglect, repairs will not be made until such time as the Conservation Areas Supervisor completes an accident or damage report.

4. DISPOSAL

4.1 *Objective*

To provide for the disposal of NPCA vehicles and equipment in an efficient and economical manner.

4.2 *Procedures*

Vehicles and equipment covered by this policy which are being replaced or which are declared surplus shall be disposed of by the Operations Department, specifically through the Senior Manager, Operations.

It shall be the responsibility of the Senior Manager; Operations to recommend which equipment will be disposed of with input from the Conservation Areas Supervisor.

The Conservation Areas Supervisor shall be responsible for arranging for the disposal of vehicles and equipment by public auction, invited bid, trade-in or other methods which may provide a fair monetary return.

The net proceeds from the disposal of vehicles and equipment shall be credited to the Equipment and/ or Vehicle Reserve Funds.

5. VEHICLE ASSIGNMENT

5.1 *Objective*

To provide guidelines for the permanent assignment of vehicles to individuals where required and for the usage and class of these vehicles.

5.2 *Procedure*

Permanent assignment of vehicles will be made to supervisory personnel only.

It is recognized that not all or any group of supervisory personnel may have need or justification for having a vehicle assigned on a permanent basis.

A vehicle may be assigned to an individual or business unit only when that individual or business unit drives more kilometres per year on authorized NPCA business than the economic break-even point or the vehicle can be pooled and driven more kilometres per year on authorized NPCA business than the economic break-even point by a group, or where the nature of the individual's

work is such that using a personal vehicle is not feasible.

The economic break-even point is that point at which it is more economical for the NPCA to supply a vehicle than it is to pay an individual mileage for the use of his/her personal vehicle on a continuing basis.

As ownership costs and mileage rates increase, this figure may vary and, therefore, it should be reviewed annually by the Operations Department and the Corporate Services Department and adjusted if necessary, after the setting of the NPCA's mileage rate in January of each year.

All requests for the assignment of a vehicle to an individual or business unit will be at the recommendation of the Department Head to the Senior Manager, Operations.

Individuals who are assigned a vehicle may take that vehicle home when, as part of their duties, they are subject to after-hours call out; or as part of their duties they are required to attend meetings outside of office hours; or where it can be proven that it is a direct benefit to the NPCA to have a vehicle in the care and control of an individual outside of regular working hours.

All requests for taking a vehicle home on a regular basis will be at the recommendation of the Department Head to the Senior Manager, Operations.

Vehicle assignments and usage are to be reviewed on an annual basis by the Senior Manager, Operations with input from the Conservation Areas Supervisor. Adjustments when necessary to reflect any changes in utilization, duties or economic break-even point, will be made only upon approval of a written report submitted to the Senior Manager, Operations.

6. IDENTIFICATION

6.1 *Objective*

To provide a uniform and easily recognizable identification of NPCA vehicles and equipment.

6.2 *Procedure*

(a) NPCA Fleet

NPCA vehicles and equipment shall be identified by inventory number, logo and colour.

The inventory number as assigned shall be prominently displayed on all

vehicles and equipment.

The NPCA logo shall be prominently displayed by means of a permanently fixed decal on all vehicles and equipment.

Fleet colours shall be white, grey, or silver. Any variations such as aluminum bodies or specialized pieces of equipment are subject to the approval of the Senior Manager, Operations.

With the exception of snow removal equipment, additional or emergency lighting is to be amber in colour. All lighting will confirm to current Highway Traffic Act and Ministry of Labour requirements. Any additional lighting will be subject to the approval of the Senior Manager, Operations.

Prepared by: Operations Department

Approvals:

Senior Manager, Operations

Date: _____

CAO/ Secretary/ Treasurer

Date: _____



Report To: Board of Directors

Subject: Land Use Agreement- The Niagara Rowing School

Report No: 60-14

Date: June 18, 2014

RECOMMENDATION:

1. That the NPCA Board **AUTHORIZE** the CAO to execute the attached Land Use Agreement.

PURPOSE:

To allow The Niagara Rowing School and Paddle Sports Centre Ltd. continued access to the Jordan Harbour lands owned by the Authority.

This report aligns with the 2014-2017 Strategic Plan Alignment under 'Effective Communication with Stakeholders & Public.'

BACKGROUND:

The NPCA has been renting facilities to Niagara Rowing School for a number of years. The School desires continued use of a 40' by 80' metal building and associated fenced compound for the purposes of a rowing school and rowing facility, kayak, canoe and bicycle rentals, and dragon boat clubs open to the public.

DISCUSSION:

This report is considered 'housekeeping' in that it formalizes an agreement that should have been renewed prior to Jan. 2014. The School agrees that it will maintain the storage building and compound in a good state of cleanliness, safety and repair.

The Board has the option to not renew the Agreement. This option is not recommended by staff given the School has demonstrated to be a great partner and, in fairness, the timing of this option now would not reflect well on the NPCA as a community partner.

In an effort to avoid this scenario in future, an 'auto-renew' clause has been added to the attached updated agreement. This clause still gives either party the option to not renew by giving a minimum 90-day notice prior the anniversary date of the agreement.

FINANCIAL IMPLICATIONS:

The School agrees to pay a fee of \$3060.00 to the Authority upon signing of the Agreement. This money helps to offset the cost of maintenance and gate operations. Further, the School will maintain liability insurance in the total of two million dollars (\$2,000,000) during the term of the agreement showing the Authority as an additional insured.

RELATED REPORTS AND APPENDICES:

1. Appendix 1: Land Use Agreement with The Niagara Rowing School (2014)

Prepared by:



Name: David Barrick
Title: Senior Manager, Operations

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer



Land Use Agreement

This Agreement made this day of , 2014

Between

THE NIAGARA PENINSULA CONSERVATION AUTHORITY
herein called the **“Authority”** of the First Part

and

**THE NIAGARA ROWING SCHOOL and PADDLESPORTS
CENTRE LTD.**
herein called the **“School”** of the Second Part

WHEREAS the Authority owns lands abutting the Jordan Harbour more particularly described as Part of Lot 20 BF in front of Concession 1, Louth Township, Town of Lincoln, herein called “the lands”;

AND WHEREAS the School desires to use a 40’ by 80’ metal building and associated fenced compound for the purposes of a rowing school and rowing facility, kayak, canoe and bicycle rentals, and dragon boat clubs open to the public;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the above recitals and the mutual covenants and agreements contained herein, the parties hereto agree:

- 1) The School shall have access to the Jordan Harbour lands of the Authority and the use of the storage building and adjacent compound from January 1, 2014 until December 31, 2014.

- 2) The School agrees to pay a fee of \$3060.00 to the Authority upon signing of the agreement.
- 3) The School agrees that it will maintain the storage building and compound in a good state of cleanliness, safety and repair.
- 4) The School acknowledges that the lands will be open for public access and use.
- 5) The School agrees that the responsibility for insuring the contents of the storage building and compound rest solely with the School.
- 6) The School shall not assign or sublet the land, building or compound.
- 7) The School will notify the Authority and the Niagara Regional Police Service if any boat or vessel is abandoned in the harbour, for whatever reason. Such notice should be delivered before representatives of the School leave the marina site.
- 8) The School, and any organized group participating with the school, will maintain liability insurance in the total of two million dollars (\$2,000,000) during the term of this agreement showing the Authority as an additional insured and will provide proof of such insurance to the Authority. Such proof will contain an endorsement indicating that the insurers will provide at least thirty days prior written notice by registered mail to the Authority in the event the coverage provided by the policy is reduced or cancelled.
- 9) The School agrees to indemnify the Authority against and to save the Authority 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 Authority may sustain, suffer or incur, resulting from or arising directly or indirectly out of this agreement or resulting therefrom in any way whatsoever.
- 10) The Authority shall provide electrical service to the School and shall invoice the School for the account, every three months, commencing March, 2014.
- 11) Automatic Renewal. Commencing on January 1, 2015 and on each anniversary of that date thereafter, the Term shall be extended for an additional one-year period. Either party may give notice of the intention not to extend the Term in writing at least 90 days prior to each such anniversary date.

in witness whereof the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of

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The Niagara Peninsula Conservation Authority

Carmen D'Angelo, CAO/Secretary-Treasurer

Niagara Rowing School and
Paddlesports Centre Ltd.



Report To: Board of Directors

Subject: 2014 NPCA Water Quality Report

Report No: 61-14

Date: June 18, 2014

RECOMMENDATION:

- 1) That Report No. 61-14 regarding the 2014 NPCA Water Quality Report be received for information and approved for placement on the NPCA website.

PURPOSE:

The purpose of this report is to provide a summary of the 2014 NPCA Water Quality Report and request approval to place it on the NPCA website.

BACKGROUND:

The NPCA Water Quality Monitoring Program was implemented in 2001 and is operated in partnership with the Ministry of the Environment (MOE), the Regional Municipality of Niagara and the City of Hamilton. This is the **most comprehensive water quality sampling and analysis program within the NPCA jurisdiction**. The management of our natural resources is a key component to the 2014 NPCA Strategic Plan as the condition of our water is a reflection of the activities undertaken on our land. This monitoring program provides an assessment of the overall health of our watershed.

The NPCA collects and analyzes hundreds of water samples each year from the streams, rivers and groundwater resources within the watershed. From this information, the NPCA is able to identify sources of pollution, track water quality trends, and help to assess and direct NPCA stewardship programs. The monitoring and reporting of watershed conditions is a critical component of the NPCA responsibilities as the delivery of this program improves corporate transparency and accountability. As well, the long term data collected serves as a baseline by which to compare the success of the various water quality improvement initiatives being undertaken within the watershed.

DISCUSSION:

The 2014 NPCA Water Quality Report summarizes the results of surface water and groundwater monitoring in the NPCA watershed. The NPCA collects monthly surface water quality samples (from April to November) at 73 monitoring stations and analyses them using several indicator parameters including chloride, nitrate, total phosphorus, total suspended solids, copper, lead, zinc, and *E. coli*. These indicator parameters were used to calculate the Canadian Water Quality Index (WQI) which provides a descriptive water quality rating for each

station. Benthic invertebrate (i.e. aquatic insects and worms) samples are collected throughout the watershed during the spring and fall seasons to assess stream health using the BioMAP protocol. Since 2003 the NPCA has also been collecting water quality data and water level data from 15 Provincial Groundwater Monitoring Network (PGMN) monitoring wells in partnership with the MOE. This data is important to assess the ambient conditions of several bedrock and overburden aquifers found in Niagara.

Some general findings extracted from the water quality monitoring data collected between 2001 and 2013 are summarized as follows:

- Based on the results of the 2009 to 2013 WQI, 56% of the NPCA surface water monitoring stations are rated as *poor*, 38% are rated as *marginal*, and 7% are rated as *fair*. None of the stations were able to achieve a WQI rating of *good* or *excellent*.
- Based on the results of the 2009 to 2013 BioMAP assessments: 81% of the NPCA BioMAP stations have water quality rated as *impaired*, 7% are rated as *grey zone*, 5% are rated as *unimpaired*, and 7% have not been assessed.
- Generally, the WQI ratings at water quality stations were relatively stable when compared to historic NPCA data. However, water quality improvements were observed in Eagle Marsh Drain (Port Colborne), Kraft Drain (Fort Erie), Mill Creek (West Lincoln), Wignell Drain (Port Colborne), upper Twelve Mile Creek (Pelham/Thorold) and in the upper Welland River when comparing 2002-2008 data to 2009-2013 data. The Effingham tributary of upper Twelve Mile Creek, Frenchman Creek (Fort Erie) and Lyons Creek (Welland/Niagara Falls) continue to achieve the highest water quality ratings in the NPCA watershed. WQI ratings decreased in sections of the Welland River, Drapers Creek (Pelham/Welland), and in One Mile Creek (NOTL), because of increased exceedances of water quality parameters.
- The NPCA watershed has total phosphorous and *E. coli* exceedances of the Provincial Water Quality Objectives at virtually all monitoring stations owing to the higher population densities, and larger concentration of agriculture and industry. Based on the data collected to date, elevated concentrations of total phosphorus and *E. coli* are the most frequent and widespread cause of water quality impairment in the NPCA watershed. The relative high frequency and magnitude of these exceedances are the driving factors in lowering the WQI at all stations.
- The water quality at most PGMN wells meets the Ontario Drinking Water Standards and therefore can be characterized as good water quality. Some of the wells were found to have exceedances in boron, fluoride, selenium and sodium that were attributed to natural conditions of the groundwater. Nitrate exceedances found in two PGMN wells were attributed to agricultural land use in the vicinity of the monitoring well. Follow-up monitoring by the NPCA and Niagara Public Health determined that these nitrate exceedances were site specific to the PGMN monitoring well only.

ACTIONS:

Actions from the NPCA Water Quality Monitoring Program 2014 Annual Report are summarized as follows:

- Implement Best Management Practices (nutrient management initiatives, riparian buffers, and increased forest cover) through stewardship programs. These practices will help reduce the levels of total phosphorus and *E. coli* which have been identified to be

major contributors to water quality impairment in the NPCA watersheds. Ultimately, these practices will contribute to improving the overall health of the watershed.

- Maximize the effectiveness of stewardship initiatives, by targeting NPCA watersheds with high nutrient, E. coli, and sediment loadings.
- Continue to incorporate the use of data logging technology into ongoing monitoring initiatives. The benefits of using this type of technology allows the NPCA to automatically collect data on a 24-hour basis for a wide range of water quality parameters. This allows for a comprehensive and accurate picture of the environmental conditions being monitored.
- Increase the base budget allocation to the NPCA Water Quality Monitoring Program specifically for lab analysis cost. Approximately 50% of the current monitoring stations are based on external funding sources that have a high degree of uncertainty. More stable funding will allow for continued information to be available for the entire NPCA watershed in order to track changes in water quality over time, target restoration activities, and provide information to other NPCA programs, governmental agencies, educational institutions, consultants and the public.

RELATED REPORTS AND APPENDICES:

1. 2014 NPCA Water Quality Report (DRAFT) – The 2014 Draft Water Quality Report is now posted on the NPCA website (click on the weblink below):

Water Quality page:

<http://www.npca.ca/watershed-management/water-quality-monitoring/>

Prepared by:


Joshua Diamond M.Sc.
Water Quality Specialist

Reviewed by:


Peter Graham P.Eng.
Director, Watershed Management

Submitted by:


Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

This report was prepared with the consultative input from: (Eric Augustino, Water Quality Technician, Steve Miller, Water Resources Supervisor, Brian Wright, Manager Watershed Projects)