

FULL AUTHORITY MEETING
Wednesday November 19, 2014; 6:30 PM
Ball's Falls Centre for Conservation – Glen Elgin Room
3292 Sixth Avenue, Jordan, ON

A G E N D A

6:30 PM Business - In-Camera

- (1) Compensation Guidelines
- (2) Violations Status ----- [Report No. CR-96-14](#)
 - *Violations Summary attached*
- (3) Forestry By-law Status ----- [Report No. CR-97-14](#)
 - *Communications Summary attached*

7:30 PM PUBLIC MEETING

- ♦ **Roll Call**
- ♦ **Declaration of Conflict of Interest**

Business:

- (1) Draft Meeting Minutes – Full Authority Meeting September 17, 2014
- (2) Business Arising From Minutes
- (3) Correspondence
- (4) Chairman's Remarks
- (5) CAO Comments

Reports for Information:

- (6) Project Status Reports:
 - 1. Watershed Management-----**Report No. 98-14**
 - 2. Operations-----**Report No. 99-14**
 - 3. Corporate Services-----**Report No. 100-14**
- (7) Budget Status Report-----**Report No. 101-14**
 - Financial Stmt. for period ending Oct. 31, 2014 & MC list (attached)
- (8) Development Tracking -----**Report No. 102-14**
 - 2 documents attached
- (9) Trans-Canada Trail -----**Report No. 103-14**
- (10) St. Johns Centre update -----**Report No. 104-14**

Reports for Consideration:

- (11) 2015 Operating & Capital Budget – Steering Committee ----**Report No. 105-14**
- (12) Dispute Resolution Process-----**Report No. 106-14**
 - Flowchart attached
- (13) RAP Agreement -----**Report No. 107-14**
 - Agreement attached
- (14) Website Redesign-----**Report No. 108-14**
 - RFP attached
- (15) Conservation Area Fee Schedules 2016/2017 -----**Report No. 109-14**
 - Appendix attached
- (16) Jordan Ellis-----**Report No. 110-14**
 - Agreement & map attached
- (17) Regulations Revised-----**Report No. 111-14**
 - DRAFT Regulation #1, #2 & #3 attached
- (18) WaterSmart Funding – Watershed Plans -----**Report No. 112-14**
 - 3 documents attached
- (19) RFP for Legal Services -----**Report No. 113-14**
 - 2 documents attached
- (20) Other Business

♦ ADJOURNMENT

CORRESPONDENCE

November 19, 2014 Full Authority Meeting

SULLIVAN MAHONEY^{LLP}

LAWYERS

By fax: 905-788-1121

October 22, 2014

Please reply to St. Catharines Office

Niagara Peninsula Conservation Authority
250 Thorold Road West; 3rd Floor
Welland, ON L3C 3W2

Attention: Chairman, Bruce Timms

Dear Mr. Timms:

RE: Henley Island Bridge Project

I am writing to you on behalf of the Canadian Henley Rowing Corporation with respect to the above-noted project.

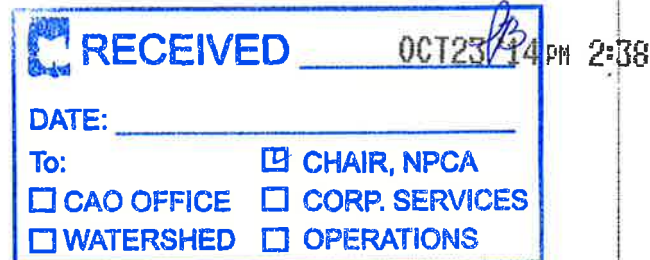
The Canadian Henley Rowing Corporation is a non-profit organization that owns and operates the rowing facilities on the Martindale Pond in St. Catharines. I am currently the President of the organization.

The mandate of the organization is to provide and maintain the rowing facilities for the benefit of hundreds of athletes throughout the region. In addition, we host major regattas annually including the Royal Canadian Henley Regatta and the Canadian Secondary Schools Rowing Association Championship Regatta. These events attract thousands of athletes from all over the world and we believe are of great benefit to the community generally.

In order to continue to maintain and improve the facilities, we attempt to attract and host international events. Next year, as you are probably aware, we have the Pan American Games rowing event.

In the lead up to the Pan Am Games, we are replacing the bridge that connects to the island. All of the rowing operations are based on the island and the bridge is the only link.

We have received funding to replace the bridge through the Pan Am project; however, the funding available does not fully cover the cost of the bridge project. We, as a non-profit with limited resources, are responsible for a portion of the bridge replacement expenses.



40 Queen Street, P.O. Box 1360, St. Catharines, Ontario L2R 6Z2 Telephone: 905.688.6655, Facsimile: 905.688.5814
4781 Portage Road, Niagara Falls, Ontario L2E 6B1 Telephone: 905.357.0500, Facsimile: 905.357.0501
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V. F. Muratori, Q.C.
J. M. Gotelli, C.S.
S. J. Premi
L. K. Parsons
D. A. Maloney

P. B. Bedard
R. B. Culliton
C. D'Angelo
J. P. Maloney
S. V. McHugh

T. A. Richardson, C.S.
J. R. Bush
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P. M. Shuehan
P. A. Mahoney
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W. B. McKaig
B. A. Macdonald
B. J. Troup
M. W. Vanooatveen

J. Dalal, C.S.
M. J. Bonomi
D. M. Continenza
G. C. Fahy

D. A. Goslin
C. W. McCann
D. M. Miller
L. T. Sgambelluri

Counsel (Commercial Law): M.D. Kriluck

Page 2

We also make the island available for other community users. We have recently established a boat ramp for canoers and kayakers and the Upper Island is regularly used by dog walkers.

We are asking that the Niagara Peninsula Conservation Authority waive the \$1,000.00 permit fee with respect to this project.

In the event that you have any questions, I would be pleased to answer them.

Yours very truly,

SULLIVAN MAHONEY LLP

Per:

A handwritten signature in dark ink, appearing to be 'B. Macdonald', written over a horizontal line.

Bruce A. Macdonald

BAM:ks

Encl.

SULLIVAN MAHONEY LLP

LAWYERS

By fax: 905-788-1121

October 27, 2014

Please reply to St. Catharines Office

Niagara Peninsula Conservation Authority
250 Thorold Road West; 3rd Floor
Welland, ON L3C 3W2

Attention: Chairman, Bruce Timms

Dear Mr. Timms:

RE: Henley Island Bridge Project

Further to my letter of October 22, 2014, a review of same indicates that an error was made in the second last paragraph, it should have read:

"We are asking that the Niagara Peninsula Conservation Authority waive the \$2,720.00 permit fee with respect to this project."

I enclose a redrafted letter and would ask that you disregard the October 22nd letter.

Thank you.

Yours very truly,

SULLIVAN MAHONEY LLP

Per:



Bruce A. Macdonald


BAM:ks

Encl.

FAX INFORMATION

We are transmitting 3 pages. If you do not receive all pages, **PLEASE CONTACT** Kathleen Stewart at 905-688-6655 x 253.

The information contained in this facsimile is intended only for the addressee and may contain information that is legally privileged, confidential and/or exempt from disclosure under applicable law. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon the information contained herein by persons or entities other than the intended recipient is prohibited. If you have received this facsimile in error, please notify the sender immediately by telephone and destroy the copy of this facsimile.

 RECEIVED		<i>DB</i>
DATE: _____		OCT 27 '14 PM 12:41
To:	<input checked="" type="checkbox"/> CHAIR, NPCA	
<input type="checkbox"/> CAO OFFICE	<input type="checkbox"/> CORP. SERVICES	
<input checked="" type="checkbox"/> WATERSHED	<input type="checkbox"/> OPERATIONS	

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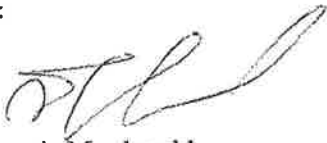
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Bruce A. Macdonald

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REPORTS for Information

- ❖ REPORT NO. 98-14
- ❖ REPORT NO. 99-14
- ❖ REPORT NO. 100-14
- ❖ REPORT NO. 101-14
- ❖ REPORT NO. 102-14
- ❖ REPORT NO. 103-14
- ❖ REPORT NO. 104-14

November 19, 2014 Full Authority Meeting

Report To: Board of Directors

Subject: Watershed Management Status Report

Report No: 98-14

Date: November 19, 2014

RECOMMENDATION:

That Watershed Status Report No. 98-14 be received for information.

A. Plan Review & Regulations

1) Municipal and Development Plan Input and Review

The Watershed Management Department is responsible for reviewing *Planning Act* applications and Building Permit applications where there is a feature regulated by the NPCA. Under the Memorandum of Understanding (MOU) with Niagara Region, the NPCA reviews *Planning Act* applications with respect to the Region's Natural Environment Policies (Chapter 7 of the Regional Official Plan).

During the period September 1, 2014 to October 31 2014 the Watershed Management Department reviewed:

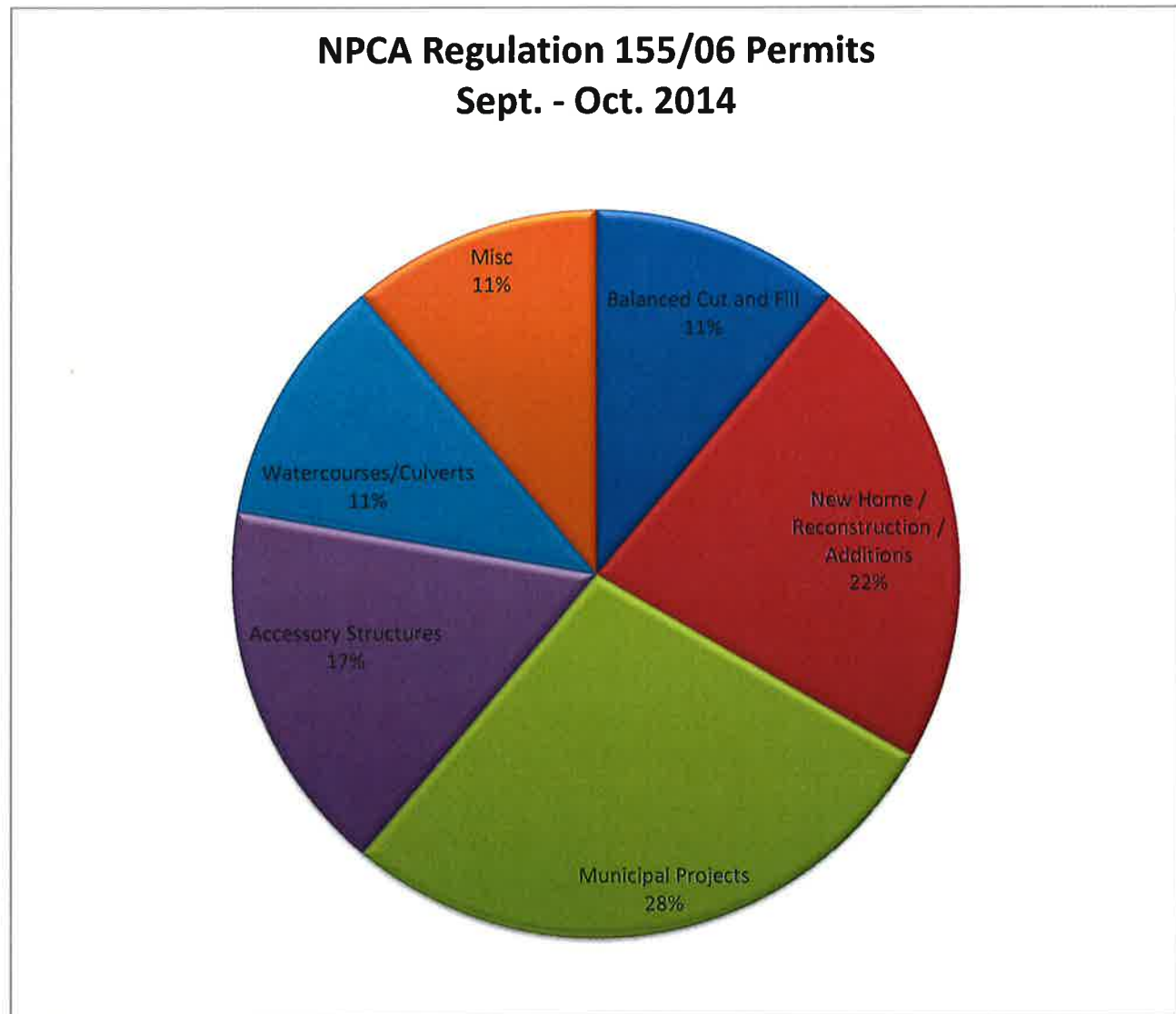
- 53 Planning Act applications (various types and complexity)
- 11 Niagara Escarpment Commission Development Permit applications
- 47 Building Permit applications, and
- 24 Property Information requests.

Staff also responded to various inquiries from the public and local municipalities, as well as attended weekly pre-consultation meetings with the local municipalities and conducted numerous site inspections. A breakdown of the application reviews is provided in the table below.

Type of Application	No. of Applications Reviewed
Plan of Subdivision/Condominium	9
Site Plan Control	11
Official Plan Amendments	1
Secondary Plans	0
Zoning By-law Amendments	8
Consents to Sever (including lot line adjustments)	13
Minor Variances	11
Niagara Escarpment Commission Development Permits	11
Renewable Energy Projects	0
Building Permits	47
Property Information Requests	24

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

Since January 1, 2014 the NPCA has issued 126 permits under Ontario Regulation 155/06. There were 18 permits issued over the last two months. A summary of the types of permits issued during the last two months are shown in the graph below.



3) Violations – See Violations Status summary

4) Tree and Forest Conservation By-law – See Forest By-Law summary

5) Watershed Biology

Training

The Supervisor of Watershed Biology recently completed a one day workshop titled *Managing Through Change*, offered by the Region of Niagara.

Watershed Planning and Regulations

The Fish and Wildlife Technician conducted approximately 10 site visits in September and 11 in October for both planning preconsultation and permit files including providing internal and external natural heritage comments. Ten (10) permit applications were also reviewed in October with formal comments being submitted to the Supervisor of Construction Permits Approvals, including the Clare Avenue Extension application in Welland. There were two requests from the Ministry of Transportation (MTO) for review of Pavement Rehabilitation works on significant portions of HWY 3 in Wainfleet and on HWY 58, HWY 140 and East Main Street in Welland. Until April 2015, the Fish and Wildlife Technician will be periodically assisting the Geographic Information System (GIS) department with a Niagara College project to Identify Ash Tree Populations on trail systems throughout three Conservation Areas. From October 28 to October 30, 2014 the Fish and Wildlife Technician attended the Public Service Health and Safety Association Part 1: Basic Training as she is a member of the Joint Occupational Health and Safety Committee.

The Fish and Wildlife Technician and the Forester have continued inventorying dying Ash trees which have been impacted by the Emerald Ash Borer within Conservation Authority properties. Binbrook, Chippawa Creek and Long Beach Conservation Areas have been surveyed so far and a total of 1034 Ash Trees within the 3 conservation areas have been identified. This inventory only includes manicured day use areas, camp areas and parking lots. Trails and un-manicured areas such as hedge rows and riparian buffers between campsites and the waters' edge have not been included at this time. Staff will continue to inventory other conservation areas throughout the fall months. The Fish and Wildlife Technician also assisted the Ecologist in conducting the Ecological Land Classification (ELC) at Cave Springs and assisted with the Niagara Children's Water Festival as an Activity Leader.

The Fish and Wildlife Technician also began assisting the Biologist with the review of Environmental Impact Studies in September.

The Supervisor of Watershed Biology conducted several site visits and provided internal assistance to planning staff for the completion of their files, including Existing Lot of Record proposals, and provided scoping for many Environmental Impact Studies to be completed in 2015. She has conducted review of several larger Environmental Impact Studies for subdivision development proposals as well as other smaller development proposals.

The Supervisory of Watershed Biology has been working with DFO to complete the background information required for the update to the DFO Drain Classification program, for use by our member Municipalities in their drain maintenance programs.

The Supervisor of Watershed Biology has been working with the Department of Fisheries and Oceans and the Operations Department to determine an appropriate location and content for a Species at Risk sign within Jordan Harbour which will illustrate the important habitat features of the area and the Species at Risk it supports. The sign will be funded and installed by DFO.

The Ministry of Natural Resources and Forestry has provided confirmation that appropriately certified biology staff at the NPCA may conduct wetland delineation updates for non-Provincially Significant Wetlands within our watershed. Currently, the Supervisor of Watershed Biology is certified to conduct this task and is doing so on a site-by-site basis as needed during review of planning and permit files.

Staff have also worked with the MNRF to establish appropriate Species at Risk protocols for inclusion within EIS study scoping.

Watershed Ecology

Cave Springs Conservation Area

As part of the Resource Inventory for the site Master Plan, the fieldwork for the site's Ecological Land Classification has been completed. Site mapping and a description of the ecological communities will follow as part of the final inventory of site environmental resource base. This will be used in designing the best land activities for the site in the final Master Plan.

Stevensville Conservation Area

On September 20, 2014, the NPCA partnered with the Bert Miller Nature Club for the Butterfly Festival, an event to increase the public's awareness of pollinators and their importance. As part of this event, the NPCA provided a 'hands-on' opportunity for the public to see and learn about butterfly habitat with a planting and expansion of butterfly habitat at the Conservation Area. Under the supervision of NPCA staff, the public assisted staff in planting a 43 square metre pre-prepared area with milkweed (common and swamp varieties) and a variety of other flower species native to the area which are preferred by butterfly caterpillars and adult butterflies. These plants expand the existing site habitat, with the milkweed providing the preferred plant species of the Monarch Butterfly caterpillars to assist in their declining populations.

Woolverton Conservation Area

Ecological Plans to amend fragmented forest and improve Species at Risk Habitat is underway. Park Staff and the staff Ecologist have met with adjacent landowners to inform them of site activities and to help in being stewards of the land. The project includes forest plantings, ground woody debris installation, and a fence barrier, with regeneration and continued site monitoring to ensure project objectives continue to be achieved until the climax of a layered deciduous forest is achieved. Plant species include Sugar Maple, Red Oak, Shagbark Hickory and Black Maple, with planting to occur in November. Opportunities for volunteers to assist with the planting will also be provided. This project will be completed by April 2015.

NPCA Hunting Program

Staff has issued an additional 127 hunting permits for a total of 286 hunting permits for NPCA Conservation Areas in 2014. Of this total, hunting permits are issued to 37 individuals residing outside of our administrative area.

The provincial 'Controlled Shotgun Hunt for Deer' will run November 3 - 9 and December 1 - 7 in our administrative area. Within our NPCA hunting areas, the Wainfleet Bog Conservation Area is typically the site receiving the highest amount of hunting. Throughout the year, NPCA staff randomly check sites and ensure NPCA Hunting Policies and protocols are being followed.

Waterfowl Hunting Program at Mud Lake and Binbrook Conservation Areas started Saturday September 27. The lottery draw for hunting blinds during the first two weeks of the hunt has taken place and the successful hunters notified. The waterfowl season continues through November 29 and December 13 respectively.

Species Conservation

Additional funding partnership opportunities are being sought with several project opportunities. Such projects include those with meadow creation to assist in the recovery of Bobolinks and Meadowlarks (bird species) on the landscape and within Conservation Areas.

Geocaching

Three additional geocaches were approved in the NPCA Conservation Areas. Each geocache is reviewed to ensure they follow NPCA geocache guidelines and will have no impacts to site sensitivities. Once acceptable areas and material were established, one geocache was approved in each of the following Conservation Areas: Ball's Falls, Beamer Memorial and Louth.

B. Projects / Programs

1) Source Water Protection Plan

Staff attended a source protection program coordination meeting held by the Ontario Ministry of Environment and Climate Change (MOECC). Staff has also been updating the provincial Assessment Report database, and providing source protection information to the province and municipalities as requested.

2) Water Quality Monitoring Program

- Staff has completed the 2014 Fall Provincial Groundwater Monitoring Network sampling.
- Staff continues routine quality monitoring at 75 surface water stations and water levels at 15 groundwater stations in the NPCA watershed.
- Staff has removed all dissolved oxygen, temperature and conductivity loggers from monitoring locations and will be analyzing data in the winter.
- The NPCA continue to partner with Niagara Health Public Health, Environment Canada, and McMaster University on the microbial DNA project for the 2014 field season.
- The fall field portion of the biological monitoring for Hamilton Airport stations and the Glanbrook Landfill are currently in progress and due to be completed by December.
- Staff have completed the required fall groundwater monitoring for the MOE Certificate of Approval for the Balls Falls Centre septic system. The surface water component is pending wetter conditions.
- In 2014, the NPCA has approved sixteen water well decommissioning projects and to date thirteen of these projects have been completed and received funding under the NPCA Water Well Decommissioning Grant.

3) Flood Control

a) Monitoring & Major Maintenance

- Binbrook Reservoir - the water level currently sits at the holding level. Staff will continue to monitor on a daily basis and make adjustments as warranted.
- Binbrook Reservoir – the NPCA has completed the installation of 2 new monitoring wells along the crest of the dam and the rehabilitation of 14 existing monitoring/pressure relief wells as per the recommendations of WSP's 'Binbrook Dam Monitoring/Pressure Relief Wells' study. The NPCA notes that 50% of the cost of these works have been covered by the Ministry of Natural Resources' 'Water Erosion Control Infrastructure' (WECI) fund.
- The E.C. Brown gauge station has been made active and is presently recording precipitation, water levels, and flow direction. All data is available for viewing on the NPCA's website.
- A new stream gauge station has been installed at the Welland Water Treatment Plant on the east side of the Old Siphon. This stream gauge is recording the water level of the Welland River and will complement the water level data being collected on the west side of the Old Siphon at the NPCA's existing station in Riverbank Park. All data is available for viewing on the NPCA's website.

b) Water Resources Engineering

- Staff attended the annual meeting of the 'Provincial Flood Forecasting and Warning Conference' in order to ensure that the NPCA flood forecasting and warning efforts remain consistent and integrated with the Province and our local Conservation Authorities.
- Staff attended a meeting of the 'GTA Conservation Authorities Engineering Technical Working Group'. The purpose of the group is to provide an opportunity for Water Resources Engineering Staff from different Conservation Authorities to discuss common issues such as development approvals, floodplain mapping techniques and standards, stormwater management, modeling 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 meets quarterly.

4) Restoration

Project Implementation – Watershed Plans

Approximately 45 restoration projects including wetland construction, Best Management Projects (BMP's), water quality and biodiversity projects have been or are being constructed this year across NPCA.

Ducks Unlimited Partnership

- The NPCA- Ducks Unlimited agreement was signed in September 2014 and as a result, seven (7) wetland projects have been constructed. These wetland projects resulted in the creation of 30 acres of wetland and 28 acres of naturalized buffer area around the wetlands. The buffer areas included flowering trees, shrubs and wildflowers to support declining bee and butterfly populations.

- An additional 9 private landowner stewardship wetland projects were completed (separate from the DU agreement), resulting in an additional 12 acres of wetland habitat and 10 acres of naturalized buffer.

Since 2002, Ducks Unlimited Canada and the NPCA have been working together on wetland projects in Niagara. To-date, NPCA-DU have successfully implemented over 60 wetland projects, creating 76 ha of wetlands, with the total project value of \$1.1 million dollars.

Niagara-on-the-Lake – Watershed Plan

- NPCA program staff met with senior managers from Public Works to review annual work planning items and remaining recommendations to be achieved under the Plan. The next Watershed Plan Implementation Committee meeting is scheduled for early March 2015.
- Staff are working with General Motors (NOTL Plant location) on a biodiversity strategy; GM is working towards their designation with the Wildlife Habitat Council. This project will also involve design work by Niagara College Ecosystem Restoration students and count towards their required accreditation.

Niagara River Remedial Action Plan (RAP) Stage 3: Charting a course to delisting the Areas of Concern (AOC)

- The RAP Coordinating Committee attended their quarterly meeting at Balls Falls Centre for Conservation on October 15, 2014. The RAP agenda included a presentation on the results of a technical assessment by the local Ministry of Natural Resources on the status of fish population health in the Niagara River. The committee will be looking for evidence that the RAP delisting criteria will be satisfied and what measures need to be considered for progress.
- The federal and provincial funding agencies are securing funds to implement the RAP Outreach and Community Engagement Strategy. Survey results of RAP outreach opportunities through local partners / organizations will be included in the strategy.

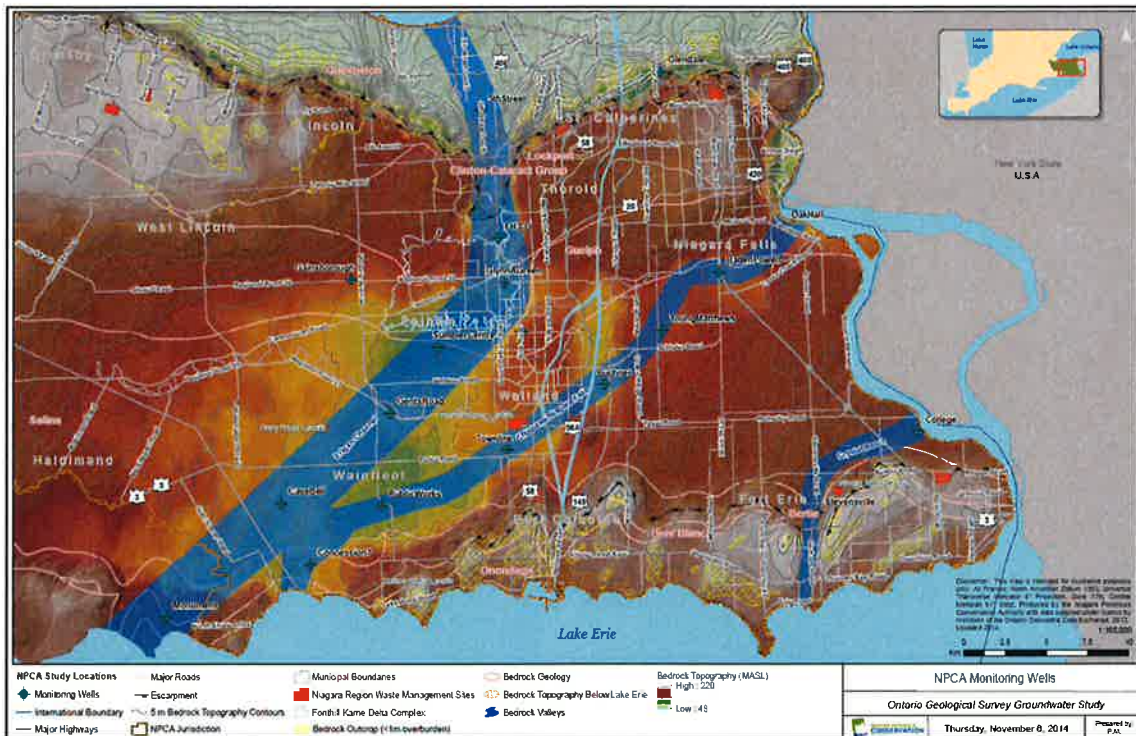
5) Special Projects

- Staff provided hydrogeology comments (on planning applications and Niagara Escarpment Commission permits) for Niagara Region and local municipalities under the Planning Memorandum of Understanding (86 new or existing files in 2014).
- Ontario Geological Survey NPCA Groundwater Study: Staff worked on (i) supervising construction of remaining monitoring wells [photo and map attached], (ii) landowner agreements, (iii) well development, (iv) well painting and flagging, and (v) chemistry work program in collaboration with University of Waterloo
- Staff supervised the completion of the monitoring well installations, upgrades and decommissioning at Binbrook Dam.

OGS Study – Public Works Yard (Township of Wainfleet)



Ontario Geological Survey NPCA Groundwater Study – Groundwater Well Locations



Prepared by:

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

Submitted by:

Carmen D'Angelo
Chief Administrative Officer / Secretary Treasurer

Report To: Board of Directors
Subject: Operations Status Report
Report No: 99-14
Date: November 19, 2014

RECOMMENDATION:

That the NPCA Board **RECIEVE** Report No. 99-14 for information

PURPOSE:

Operations Status Report

DISCUSSION:

Ball's Falls CA

September was a busy month at Ball's Falls Conservation Area. The park hosted the Niagara Region's Children's Water Festival. The area was shut down for a little over a week for the preparation of the event, the event itself, and a short clean up period. However, there were 11 Barn Rentals, 6 Glen Elgin Room Rentals at the Center for Conservation, and 8 Church Rentals.

October was an even busier month at Ball's Falls Conservation Area with the final preparation and set up for the Annual Thanksgiving Festival and Wedding Show and then it's clean up. The whole process is typically two and a half weeks of labour from Full Time and Seasonal Staff from both Ball's Falls Conservation Area and the Central Workshop (Gainsborough Conservation Area).

The site and staff also accommodated 10 Barn Rentals, 5 Church Rentals, 5 Group Camping requests, 9 Glen Elgin Room Rentals, and 9 Educational Programs and Adult Tours. Things are winding down at the site in November but staff is anticipating another full "Christmas in the Country" School Program in December.

Revenues for the remainder of the year, with last minute bookings, will be available in the new year.

Respectfully Submitted by Rob Kuret, Park Superintendent at Ball's Falls Conservation Area

Binbrook CA

In September, entrance to the park slowed significantly after the Labour Day Weekend. Dog walkers have returned however, as they do each year as the general day user traffic slows down. In cooperation with Mrs. Mary Stack and the NPCA Corporate Services team, the park had its own booth at the Binbrook Agricultural Fall Fair. The fair was from Friday September 12th to Sunday September 14th. The fair always draws a great crowd of people. Our presence there was very well received with a number of people still making comments about how they didn't even know the park existed. The Waterfowl Hunt started the last two weeks of September. The park officially closed for the season, aside from the waterfowl hunting program, on the Monday of the Thanksgiving Weekend.

Area Winterization: The area water system is completely winterized now and staff are finishing up on the buildings and some final capital improvements.

Waterfowl Hunt Program: To date this program is well underway. Saturdays are showing stronger than ever turnouts with informal 'waiting lists' being created while Mondays tend to be low to moderate interest.

Hunting Blind statistics are as follows:

Total Blinds Rented – 71 + Lottery Blinds (38) = 109 Blind Rentals to date (\$2725.00 + tax = \$3079.25 revenue from Blind Rentals) with 11 more potential hunting dates to come.

Ice Fishing Derby – 2015: A meeting has been arranged with members of Corporate Services on to begin discussion and planning of the 2015 Ice Fishing Derby. Area staff have also met with Fishing World who have agreed to be on board again as a sponsor although they have indicated that prizes for the event have dwindled significantly suggesting the need for an internal budget for this event.

Final Revenue numbers will be available after the Waterfowl Hunting Program is complete in December.

This report was respectfully submitted by Mr. Mike Boyko, Park Superintendent

Chippawa Creek CA & Long Beach CA

The 2014 season has been a great one for both Long Beach and Chippawa Creek.

Long Beach hosted 96 Seasonal Campers and during the peak season had an overall occupancy rate of 32% for transient campsites. Not included in this calculation were the 4 premium unserviced sites we placed along the Lake Erie shore line in our day-use area. When we add them they bring us to a 34% occupancy rate. Most of this visitation

was on the lakeside of the park on our premium 15 amp sites overlooking the lake at 58%, 30 amp sites at 38%, and premium 30 amp sites close to the lake at 56% during this period.

Chippawa Creek hosted 74 Seasonal Campers and during the peak season had a 35% overall occupancy rate. The Black Walnut Campground saw the majority of the visitation, our premium unserviced and 15 amp sites both had 37% and our premium 15 amp sites had a 39% occupancy rate. The 30 amp sites in the Central Campground were at 55% occupancy during the peak season.

The end of the season was kind to both parks. The warm weather brought in a number of transient campers for the month of October. At Long Beach, we were more than happy to provide sites for vendors from the Ball's Falls festival. On Thanksgiving Monday, we closed our gates and began shutting down the campground and turning to our fall capital project list. Chippawa Creek had the same good fortune with a warm October, filling 30 amp sites for the weekends. New this season we gave our seasonal campers at Chippawa an option to stay for an extra 2 weeks, weekends only. There were half a dozen seasonal campers that took advantage of this promotion. We had visitation booked from a group of Air Cadets and 2 Scout Troops during this period that required us to maintain our facilities and keep the water system running, so, we offered the extension to capitalize on an opportunity to increase our camping revenue. At both parks, our occupancy records show a preference for 30 amp sites, followed by sites with close proximity to water, at Long Beach it was Lake Erie and at Chippawa it was the Welland River. The campers did not mind a drop from 30 amps to 15 amps or, in some cases, no service if it meant they could have a site with a view. The last of the seasonal campers and Scout groups left on the 26th of October.

Both parks began the shutdown process after the 13th. This includes stacking picnic tables, clearing all fire pits, closing up all facilities and buildings, a final cut of the grounds and a number of other jobs too long to list. The water and sewage systems at Long Beach are all shutdown and the lines are cleared. A compressor has been reserved for the 3rd of November to start clearing the water lines at Chippawa. Staff from both parks is combining efforts for the off season to complete projects while the weather is co-operative.

Revenue for Chippawa Creek Conservation Area, as of October 31st, was \$301,677.39 which is 9.75% over its targeted 2014 budget.

Revenue for Long Beach Conservation Area, as of October 31st, was \$334,127.65 which is 1.56% over its targeted 2014 budget.

Respectfully Submitted by Nate Devos, Park Superintendent, Long Beach and Chippawa Creek

Central Workshop – Gainsborough CA

The Central Workshop staff spent most of October at Ball's Falls Conservation Area to help with the Thanksgiving Festival Setup and Tear down. They also installed two new memorial benches at St. John's Conservation Area, and removed all the docks from both Jordan Harbor Conservation Area and E.C. Brown Conservation Area. The remaining time has been spent doing final grass cutting and winterization of the remaining parks (including the Niagara Region Landfill Sites) while occasionally helping the staffed areas with their final projects and winterization.

Respectfully Submitted by Mich Germain, Superintendent, Central Workshop

RELATED REPORTS AND APPENDICES:

1 – None

Prepared by:



Name: Gregg Furtney
Conservation Areas Supervisor

Reviewed by:



Name: David Barrick
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; Nate Devos, Superintendent Long Beach CA; and Mich Germain, Superintendent, Central Workshop.

Report To: Board of Directors

Subject: Corporate Services Project Status Report

Report No: 100-14

Date: November 19, 2014

RECOMMENDATION:

To be received for information

PURPOSE:

That the NPCA Board **RECEIVE** Report No. 100-14 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 (including Reserve Fund reports) - Monthly report to Board of Directors
- 1.2 On-Line Time and Attendance Reporting module (Resource Manager) that interfaces with Accpac has been purchased and configuration is being implemented through collaboration with Niagara Region. A project plan has been developed to coordinate the implementation with the goal to run a parallel test in early December, coinciding with education and instruction for staff prior to go live on January 5, 2015.

- 1.3 Further enhancement to financial management and reporting access to senior management team has been rolled out with introduction and budget worksheets distributed. For the 2015 budget preparation, managers will work within Excel to prepare their respective budgets (operations and capital) that will roll up and integrate into the Accpac Corporate budget.
- 1.4 The 2015 Budget shell is being prepared that will itemize all NPCA revenue and expenses associated with capital and operational costs.

2.0 GIS & Data Management

- 2.1 Development Tracking Solution – Staff is working on a quantitative evaluation of development tracking solutions as potential alternatives to the Region's iDARTs system. A report to the board this month includes additional details.
- 2.2 IT Managed Services– Staff has reviewed core IT services delivered by the Region in contrast to what the private sector offers. The case is substantial enough to put the idea to market and staff are working on developing an RFP and interview process to procure actual costs for a broad range of integrated technology services from a single provider.
- 2.3 Property Info Tool Development – The enhanced version of this tool including additional planning and permit review issue identification elements is almost complete. The data compiled on the back end of this tool will become an important integration point as the search base for the future development tracking solution.
- 2.4 Contemporary Mapping of Watercourses – The new personality in the contract position funded by the Region through the Niagara Water Strategy to complete the technical aspects of this project under the NPCA's supervision is in place. The City of Thorold was recently completed in draft which will be shared with City staff in a consultation meeting this month. A similar consultation meeting with Town of Pelham staff has occurred and technical efforts will focus here next. A consultation meeting with the City of Welland on the project is also scheduled as Welland will be addressed after Pelham.
- 2.5 Property Acquisition Database – Staff are assisting operations with developing an acquisition history database of our current land holdings.

3.0 Corporate Services Administration

- 3.1 Customer Service training package has been developed and delivered by Summerhayes and Associates on September 23, 2014 to all staff.
- 3.2 A computer equipment and mobile phone audit has been completed. The audit has confirmed device assignment, device suitability for the employee's work, date of deployment and to establish replacement cycle for budgeting.
- 3.3 Job Evaluation has resumed following the delay as the result of the Union certification vote. All staff are preparing the job documentation necessary to confirm

the requirement of their jobs, subject to management confirmation. Agree to job documents will be evaluated by Niagara Region to determine their relative value within the NPCA salary administration system.

- 3.4 The position of Business Development Manager approved by the Board has been prepared as a notice of employment opportunity to be advertised. A recruitment panel will be composed of the Senior Management Team to conduct interviews of candidates.

4.0 Marketing & Community Relations

4.1 NPCA Intranet Site

Staff is continuing to collaborate with Niagara Region on the development of an NPCA Intranet Site which will flow similar to the Region's Sherpa site. The purpose of this project is to align our internal operations to facilitate corporate access to timely communications and resources and will be a valuable tool in centralizing information, make common records accessible, and serve as a first point to accessing the organization.

4.2 Niagara Children's Water Festival

The 12th annual Niagara Children's Water Festival took place at Ball's Falls the week of September 16-19, 2014. *(A detailed report is under separate attachment.)*

4.3 Community Liaison Advisory Committee

The CLAC is set to have their first meeting on November 20th. At this first meeting the CLAC will select a co-chair and go over the terms of reference, code of conduct and confidentiality agreement for the committee. CLAC members will also receive a presentation about the status of the Cave Springs Master Plan, as well as the planning and development policy review process. The NPCA website has been updated to include the names of the CLAC members and will include the meeting date and agenda as it becomes available.

4.4 Thanksgiving Festival

The 40th Ball's Falls Thanksgiving Festival took place October 10 – 13, 2014. A number of new activities were added including a Wedding Show in the Centre for Conservation, additional vendors and a change in layout. Overall the event was well attended with approximately 18,000 paid adult/senior visitors and children accompanying paying adults. A detailed financial report will be brought forward at the December meeting. A neighbour and vendor appreciation dinner held on October 10th was very well attended and appreciated by all.

In general, vendor and customer feedback suggests the festival was well received and enjoyed. Radio Station Giant FM participated on site with a "spin to win" wheel that generated funds which will be donated to the Niagara Peninsula Conservation Foundation.

A debriefing meeting was held discuss logistics and work towards improvements for the 2015 Festival.

An application has been submitted to Festival and Events Ontario for competition as one of the Top 100 Festivals. A decision will be made known at the Festivals and Events Ontario Conference taking place in March of 2015.

Staff is working on executing the Christmas at Ball's Falls event to be held on Saturday, December 6th from 9:00 am to 4:00 pm. The day will include a breakfast and other fun filled activities for the family to enjoy. Pre-planning for the Binbrook Ice Fishing Derby continues to take place.

4.5 Thanksgiving Festival Marketing

Beginning on September 15th, a marketing campaign to promote the Ball's Falls Thanksgiving festival was launched. Radio ads were broadcast on Giant FM in Niagara and K-Lite in Hamilton. Three prominent billboard facings were placed along the QEW, Lundy's Lane and 406. Online ads were utilized on Facebook and Google's advertising network. Over 1.1 million online advertising impressions were received and resulted in over 85,000 page views on the in-house designed website for the festival.

4.6 Media Relations

NPCA was featured in 4 separate news stories through the last two months. We received positive media coverage for the Thanksgiving Festival as well as the Niagara Children's Water Festival. Sun Media also published an article regarding union certification. Niagara This Week and Giant FM published stories on the new Electric Vehicle Charging Station installed at Ball's Falls Conservation Area.

4.7 Conservation Achievement Awards

Staff is organizing the reception for the 2014 Conservation Achievement Awards, taking place November 26th at 7PM at the Ball's Falls Centre for Conservation. Invitations have been sent out to over 200 nominees, NPCA Board of Directors and staff.

4.8 Volunteer Coordination

Volunteers are being coordinated for a number of NPCA events/programs including the Christmas in the Country School Program at Ball's Falls, Christmas with Santa scheduled for December 6th and a tree planting event at Woolverton Conservation Area.

4.9 Community Outreach

Plans are underway for the 2015 Niagara Envirothon program. NPCA is coordinating this program through a Steering Committee, including members of the community, Land Care Niagara, Niagara Restoration Council and Niagara Falls Nature Club. Upon receiving budget approval information will be sent out to all high schools for participation.

4.10 Fundraising Update

Two Memorial Benches were installed at St. Johns Conservation Area on behalf of 2 donor families. A request for a memorial tree has been received and will be responded to appropriately in consultation with Operations staff.

The Thanksgiving Festival Raffle took place during the festival. Ticket sales generated \$1,333.34 in revenue for the NCF. Final report has been submitted to the

City of Welland as per the terms of the lottery license. Funds were not designated for any particular project and will be held in trust pending further direction.

4.11 2014 A.D. Latornell Conservation Symposium

The Latornell Conservation Symposium is one of Ontario's premier annual environmental events. The 2014 Symposium Theme is Growth & Transformation. The event will be held at Nottawasaga Inn Resort & Convention Centre in Alliston, Ontario, November 18th to 20th, 2014. The Symposium provides a forum for practitioners, policy makers, nongovernment organizations, academics and businesses to network and discuss the challenges and opportunities in Ontario's conservation field.

Latornell Leadership Awards recognize individuals who made significant contributions at any time, for any duration as long as their achievements demonstrate leadership accomplishments. Latornell Award Recipients will be honoured at the Leadership Luncheon, Thursday, November 20, 2014 where they will receive an award and be formally recognized for their important contributions to conservation. Members are encouraged to consider attending the symposium.

Prepared by:


Name: Jeff Long
Title: 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 and Jim Hagar, HR Specialist



2014 Niagara Children's Water Festival

This summary report provides detailed information on the implementation and success of the 2014 Niagara Children's Water Festival. Contained within are detailed tables, charts, photos of the event, recommendations and feedback.

Niagara Peninsula Conservation
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2013-09-01

Prepared by: Sarah Gawley, OCT

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Executive Summary

The 2014 Niagara Children's Water Festival (NCWF) was again held during the third week of September from the 16th to the 19th at Ball's Falls Conservation Area in Jordan, Ontario. This year was the 12th annual festival which is run in partnership by the Niagara Peninsula Conservation Authority, Niagara Region, City of St. Catharines and Ontario Power Generation. The NCWF was developed to educate school aged children about the importance of our freshwater resources.

The 2014 Festival ran 49 activity centres that are based on five themes of learning: water attitude, water conservation, water protection, water science and water technology. Each theme is related and connected to the Ontario School Curriculum. Additionally, many of the activity centres have a Niagara based context and will relate directly to the unique geography of this region.

The Activity Centres are led by Activity Presenters, many of who work in a variety of specialized fields that are water-related. Many of these Activity Presenters are also assisted by high school student volunteers. The NCWF attracts more than 150 staff and volunteers to participate over the 4 day time frame.

In order to transport the children to and from Ball's Falls Conservation Area, considerations for transportation are taken into account to address mobility and access issues. More than 32 school buses were arranged per day to transport the students to and from the site. Wheelchair Accessible buses also were booked to ensure event accessibility. All transportation costs are funded through the Festival budget.

Organization and planning of site logistics begins as soon as last year's festival commences. Planning surrounding tent locations, lunch tent locations, signage and site mapping occur during the months leading up to the festival. Discussions continue to take place after the festival and leading up to the next festival to determine what will work best for the event. Every logistics aspect is looked at in order for the event to run smoothly.

The 2014 NCWF attracted volunteers from many different organizations from both the public and private sectors. The festival was able to attract volunteers from education institutions, financial institutions, environmental groups and NPCA volunteers. Each day more than 90 adult volunteers were required to ensure the festival ran smoothly. An additional 20+ high school student volunteers were recruited to assist with the delivery of activity centres and various other tasks.

The 2014 NCWF attracted several media outlets to our event. TV Cogeco, the local TV organization spent a morning on site and put together a great piece. The piece was aired on local television as well as uploaded to their website. The Grimsby-Lincoln News also attended the festival and ran a couple of pictures in the October 1st paper.

The majority of the budget for this major event is funded through the Niagara Region's Water and Wastewater Budget. In order to meet the needs of the festival, significant sponsorship is needed. With the costs of the festival increasing, and sponsorship dollars becoming scarcer, it becomes increasingly difficult to operate a financially responsible event. Information related to the budgeting of this event is attached within this report.

As in the past, the NCWF has reached out to many local organizations to encourage them to financially participate in this educational and environmental event. This year two new sources of funding were sought out: The Royal Bank Blue Water Project Grant and funding through Enbridge. Through a successful grant application to the RBC grant, the NCWF was awarded \$5,000. Funding was also awarded through Enbridge in the amount of \$4,000. Other sponsorship and sources of funding are outlined in this report.

In an effort to continually improve our festival we asked all volunteers and teachers to submit a survey which allows an opportunity for them to comment on areas where they believe we need improvement and to comment on what is working well. Contained within this report are the comments and suggestions from these surveys.

Overall, the NCWF Committee is proud to have produced another successful festival which has influenced the water decisions of close to 6000 people over a 4 day period. The goal of the NCWF, Festival Committee and all of the partners involved is to see the youth of today educated about the important water resources they will be in charge of protecting in the future. This festival is accomplishing this as there are some people who attended the festival as a student and are now coming back to volunteer and have chosen water related career paths.

Introduction

Now in its 12th year of operation the Niagara Children's Water Festival is considered one of the most successful festival's in the Province of Ontario. Held during the third week of September each year, this festival aims to educate grade 3 & 4 children about the importance of our precious freshwater resources.

Each September more than 5000 students descend upon Ball's Falls Conservation Area in Jordan, Ontario to be immersed in activities related to water conservation, attitude, protection, science, technology. Each activity is directly linked to the Ontario Elementary Curriculum and presented by professionals working in that field of business.



Figure 1: Niagara Region Activity Centre

The festival is run by a steering committee comprised of members from the founding partners: Niagara Peninsula Conservation Authority, Niagara Region and City of St. Catharines.

This committee is responsible for the planning and execution of the festival. Each partner organization has several members which sit on the committee and all are responsible for a major aspect of the festival from the logistics/scheduling, student transportation & safety, activity centre content and volunteer recruitment.

The festival committee meets on a monthly basis to discuss planning, challenges and ways to improve the festival.

Immediately upon the culmination of the NCWF, the planning of the next begins by reviewing activity centres, volunteer and teacher feedback, and discussing site logistics.

Activity Centres

Activity centres are hosted by 13 different partnering organizations which are highlighted in Table 1 below.

Partnering Organizations	
Niagara Peninsula Conservation Authority	Niagara Region-Water and Wastewater
City of St. Catharine's	Ontario Power Generation
Niagara Region-Waste Management	Niagara Region-Public Health; Dental Unit
Walker Industries	Ministry of Environment
Joe Paquette-Aboriginal Teacher	Town of Lincoln-Fire Department
Niagara Restoration Council	Scientists in School
	Mad Science of Niagara

Table 1: Partnering Organizations



Figure 2: Global Water Race Activity Centre

In 2014, 49 activity centres were run and 54 individual school groups attended the festival each day. Table below, lists each activity and its corresponding map number. The activity numbers identified by a letter represent a 30 minute station, while the remaining stations are all 15 minutes long.

Table 2: Activity Centres

Activity Number	Activity Centre Name	Activity Number	Activity Centre Name
BC	Beachy Clean	16	Great Niagara Taste Test
E1	Earth 1 st	17	The Incredible Journey
FR	Fire	18	Great Lakes
ST	Simply Tremendous	19	Rolling to the River
AV	Aboriginal Voices	20	Wet n' Wild
DN	Down at the Mill	21	Alien Invasion
SS	Scientists in School	22	Lock it Up
MS	Mad Science	23	The Power of Water
NH	Nature Hike	24	Royal Flush
1	Royal Flush	25	2 for 2
2	To and Fro with H2O	26	Global Water Race
3	World Water Monitoring	27	Puddle Pictures
4	From the Lake to Your Tap	28	Keep it Clean
5	Alien Invasion	29	Rolling to the River
6	Water Whirl	30	Water Whirl
7	Yellow Fish Road	31	Yellow Fish Road
8	Duck Detectives	32	Waste Water Recycle
9	Water Recycle	33	Duck Detectives
10	Climate Change	34	Keep it Clean
11	Flush the Kids	35	Wet N Wild
12	2 for 2	36	Great Niagara Taste Test
13	The Power of Water	37	Great Lakes
14	Lock it Up	38	Incredible Journey
15	Flush the Kids	39	Climate Change
		40	Global Water Race

Registration

Registration for the 2014 NCWF began in April of 2014.

An additional call for registrations was advertised in May of 2014 with registration filling to capacity at the end of June.

The past festivals have utilized an online registration system called, Eply. This system continues to be effective for registering classes online for the NCWF.

In 2014 a total of 5008 children attended the 2014 Niagara Children's Water Festival. 219 teachers accompanied these children along with 500 parents for a total attendance of **5552** people over the four day time frame.

The breakdown of students per day is as follows:

1196 Students attended on Tuesday, September 16th along with 53 teachers and 115 parents.

1243 Students attended on Wednesday, September 17th with 55 teachers and 127 parents.

1296 Students attended on Thursday, September 18th, with 56 teachers and 130 parents.

1273 Students attended on Friday, September 19th, with 54 teachers and 128 parents.

Table 3: Water Festival Schools and Attendance Date

School	Date Confirmed to Attend	School	Date Confirmed to Attend
St-François d'Assise	Tuesday, September 16th	Simcoe Street School	Thursday, September 18th
St. Gabriel Lalemant	Tuesday, September 16th	St. Alfred	Thursday, September 18th
Central	Tuesday, September 16th	Smith Public School	Thursday, September 18th
Crystal Beach Public	Tuesday, September 16th	Senator Gibson	Thursday, September 18th
Quaker Road School	Tuesday, September 16th	Winger Public School	Thursday, September 18th
Fitch Street School	Tuesday, September 16th	Winona Public School	Thursday, September 18th
St. Kevin	Tuesday, September 16th	Connaught PS	Thursday, September 18th
Ferndale	Tuesday, September 16th	Our Lady of Victory	Thursday, September 18th
St. Martin Catholic School	Tuesday, September 16th	College Street	Thursday, September 18th
Covenant Christian School	Tuesday, September 16th	Cherrywood Acres	Thursday, September 18th
Park Public	Tuesday, September 16th	Heritage Christian School	Thursday, September 18th
McKay	Tuesday, September 16th	St. Charles School	Thursday, September 18th
Beacon Christian School	Tuesday, September 16th	St Michael	Thursday, September 18th
St. Patrick	Tuesday, September 16th	Lockview Public School	Thursday, September 18th
Glen Ridge	Tuesday, September 16th	Prince Philip (North)	Thursday, September 18th
John Knox Christian School	Tuesday, September 16th	Lakeview	Thursday, September 18th
Steele Street Public School	Tuesday, September 16th	Ridley College	Thursday, September 18th
Assumption	Tuesday, September 16th	Forestview Public School	Thursday, September 18th
Heximer Avenue	Tuesday, September 16th	St. Ann	Thursday, September 18th
Attercliffe Canadian Reformed Elementary School	Tuesday, September 16th	St. Therese Catholic	Thursday, September 18th
Gainsborough	Tuesday, September 16th	St. Joseph School	Thursday, September 18th
Jean Sauvé	Tuesday, September 16th	Ridgeway Public School	Thursday, September 18th
St. Andrew Catholic School	Tuesday, September 16th	Vineland (Twenty Valley)	Thursday, September 18th
Westdale	Wednesday, September 17th	Simcoe Street School	Thursday, September 18th
Loretto Catholic	Wednesday, September 17th	St Ann Fenwick	Friday, September 19th
St. Christopher	Wednesday, September 17th	Carleton	Friday, September 19th
William Hamilton Merritt Public School	Wednesday, September 17th	Peace Bridge Public	Friday, September 19th
A.K. Wigg Public School	Wednesday, September 17th	Princess Elizabeth Public	Friday, September 19th
Dunnville Christian	Wednesday, September 17th	Edith Cavell	Friday, September 19th
St. James	Wednesday, September 17th	Prince of Wales	Friday, September 19th
Kate S. Durdan	Wednesday, September 17th	Parnall	Friday, September 19th
Crossroads Public School	Wednesday, September 17th	Westmount School	Friday, September 19th
St. John	Wednesday, September 17th	Orchard Park Public School	Friday, September 19th
Our Lady Of Fatima	Wednesday, September 17th	Woodland	Friday, September 19th
St.Philomena	Wednesday, September 17th	Valley Way Public	Friday, September 19th
Thompson creek	Wednesday, September 17th	Holy Name Catholic School	Friday, September 19th
Garrison Road School	Wednesday, September 17th	St. Joseph Catholic School	Friday, September 19th
St. Elizabeth	Wednesday, September 17th	Richmond Street	Friday, September 19th
Oakwood Public	Wednesday, September 17th	St-Marguerite-	Friday, September 19th

		Bourgeoys	
Lincoln Centennial	Wednesday, September 17th	St. Mark	Friday, September 19th
Memorial	Wednesday, September 17th	Our Lady of Mt. Carmel	Friday, September 19th
St. Mary	Wednesday, September 17th	St Mary	Friday, September 19th
Mary Ward	Wednesday, September 17th	St. Michael's	Friday, September 19th
St. Antoine	Wednesday, September 17th	Calvary Christian School	Friday, September 19th
		Applewood	Friday, September 19th
		Victoria School	Friday, September 19th
		Power Glen	Friday, September 19th

By far the largest majority of class types attending the Niagara Children's Water Festival are straight Grade 3 classes. They represented 36% of the class type at the 2014 festival followed by Grade 3/4 and 4 classes. Overall students in Grade 3 & 4 represent 71% of the students in attendance. The remaining 29% is divided between Grades 2/3 and 4/5 splits and fundamental skills students. Table 4 below represents the number of classes which attended by type for the 2014 NCWF

Table 4: Class Attendance by Grade Level

Class Type	Number Attended	Percentage
Fundamental Skills	1	0.5%
Grade 2/3	33	15.5%
Grade 3	77	36%
Grade 3/4	32	15%
Grade 4	43	20%
Grade 4/5	28	13%
Total	214	100%

Volunteers

Volunteers play an extremely role in the successful execution of the Niagara Children's Water Festival.

Volunteers are required in every aspect of the festival. Volunteer duties include:

- Run activity centres
- Provide information to festival registrants
- Coordinate and organize the transportation requirements
- Ensure efficient operation of activity centres by distributing power and water
- Food distribution and handling
- Crossing guards and student safety
- Recycling and Refuse Attendants
- Teacher package assembly
- Timing and Logistics
- Lunch tent coordinators
- Festival Set up and Tear Down
- High school Volunteer Coordinator
- Parent and Volunteer Parking Assistants
- Transportation Assistants
- First Aid Attendants

In 2014 NCWF volunteers and staff were recruited from the following organizations:

Table 5: Volunteers by Organization

Organization	# of Individual Volunteers/Staff Throughout the week
Niagara Peninsula Conservation Authority	32
Niagara Region – Water and Wastewater	45
Niagara Region – Public Health	8
Niagara Region – Public Health – Dental Unit	7
Niagara Region – Waste Management	7
City of St. Catharines	9
Ontario Power Generation	6
Walker Industries	5
Town of Lincoln Fire Department	7
Niagara Restoration Council	1
Royal Bank of Canada – Fonthill Branch	5
Ministry of the Environment	8
Mad Science	1
Scientists in School	6
Independent Volunteers	11
TOTAL: 158	

The volunteer breakdown for adult volunteers by day is as follows:

Table 6: Volunteers by Day

Date	High School Students	Activity Presenters	Other Volunteers	Total
Friday, September 12 th (Set-Up)	0	0	15	15
Saturday, September 13 th (Set-Up)	14	0	25	39
Monday, September 15 th (Set-Up)	0	0	20	20
Tuesday, September 16 th	25	62	28	115
Wednesday, September 17 th	19	63	29	111
Thursday, September 18 th	56	62	28	146
Friday, September 19 th	37	67	29	133

In addition to the many adult volunteers that assist with running the Niagara Children's Water Festival, there are many secondary school student volunteers that donate their time not only during the school day, but also on the weekend prior to the event.

On Saturday, September 13th, 14 Secondary School volunteers from Sir Winston Churchill, Stamford Secondary School, Notre Dame Secondary School, St. Paul Catholic Secondary School, St. Francis Catholic Secondary School, A.N. Myer High School, E.L. Crossley Secondary School, Dennis Morris Secondary School and Thorold Secondary School assisted with the set-up of the Niagara Children's Water Festival Event.

During the course of the school program, secondary school students from; Notre Dame Catholic Secondary School, Welland Centennial Secondary School and E. L. Crossely Secondary School assisted with the execution of the activities centres, acted as recycling/refuse attendant, mascots and assisted with registration.

The following is a breakdown of which schools and how many students attended the Niagara Children's water Festival.

Date	Number of Students	Secondary School
Tuesday, September 16 th	25	Notre Dame Catholic Secondary School
Wednesday, September 17 th	19	Welland Centennial Secondary School
Thursday, September 18 th	56	E.L. Crossely Secondary School
Friday, September 19 th	37	E.L. Crossely Secondary School

Table 7: High School Volunteers

In total there were 151 Secondary School Students who assisted with the successful execution of the Niagara Children's Water Festival.

Transportation

Transportation to and from the Water Festival is one of the largest considerations in terms of budget dollars. School bus transportation was ordered from two different organizations/branches throughout the Niagara Watershed.

The breakdown of buses ordered by company is as follows;

Bus Company	Buses Ordered
DanNel bus lines	80
STC Bus Lines	59

Table 8: Bus Breakdown by Company

The table below indicates the number of buses required each day of the festival to transport students to and from the Festival Site at Ball's Falls Conservation Area.

Date	Number of Buses	Number of Schools (Including High Schools)	Number of Busing Companies	Wheelchair Accessible Buses
Tuesday, September 17 th	36	26	2	2
Wednesday, September 18 th	36	22	2	1
Thursday, September 19 th	32	24	2	None
Friday, September 20 th	35	24	2	1

Table 9: Number of buses by company and date of attendance

In addition to school bus transportation, students with mobility issues were offered transportation from their buses to the lunch tents via electric golf carts.

Two Transportation Coordinators were utilized to ensure busing safety on site. The transportation coordinators were responsible for directing buses to optimize traffic flow in the bus zone area.

Transportation coordinators would be made aware of any late arriving buses as well as any wheelchair accessible buses arriving to the site.

Logistics

During the days leading up to the festival and during the event a team called the “go to guys” are responsible for ensuring water and electrical resources are distributed to the proper activity centres. The “go to guys” is a team comprised of employees from the Niagara Region.

In terms of the daily schedule, ten - fifteen minute sessions take place over the course of the day beginning at 10:05 a.m. and ending at 1:20 p.m. A forty minute lunch is included within this schedule. Students begin to arrive on site anywhere from 9:20 a.m. onwards.

Each class remains in one “learning area” for the duration of their time at the festival. This helps to keep classes and schools in the same area throughout the day so they can move smoothly throughout the area and get to the next station on time.

Volunteer lunch tent coordinators were onsite in each lunch tent to help steer teachers to their first activity centres and get the classes organized.

This year, large site maps were again available at each lunch tent which proved to be very helpful for lunch tent coordinators trying to orient the teachers to where their first activity would be.



Figure 3: Niagara Children's Water Festival Site Map

The timing of the event was taken care of by the logistics team and volunteers, who would move the students from centre to centre by signaling the end of the activity by blowing an air horn. The appropriate timing of this signal is crucial as the entire event's timeline and schedule is dependent upon it.

Media

A piece by TV Cogeco was aired on the company's "The Source" program from September 18th until September 21st.

The link to the TV Cogeco coverage is located here:

<http://www.tvcogeco.com/niagara/gallery/the-source/7068-september/91145-water-festival>

The Grimsby Lincoln News also made an appearance at the event and took photographs which were featured in the October 1st paper.

The media release associated with this event is included in Appendix A.

Sponsorship

The 2014 Niagara Children's Water Festival successfully attracted several sponsors for the event.

Sponsorship was received from the City of St. Catharines, Ontario Power Generation, The Royal Bank of Canada Blue Water Project Grant, Enbridge and Walker Industries. In-kind sponsorship was also received from: Modern Corporation, Mad Science and Complete Rentals.

A number of these sponsors also sent volunteers to the festival to lead activity centres. Without the generous support of these sponsors, our event would not be the success that it is.

Sponsor	Value
City of St. Catharines	\$5,000.00
RBC Blue Water Grant	\$5,000.00
Ontario Power Generation	\$4,000.00
Enbridge	\$4,000.00
Mad Science	\$4,000.00 (In-Kind)
Walker's Industries	\$750.00
Complete Rentals	\$500.00 (In-Kind)
Modern Corporation	\$500.00 (In-Kind)
Total	\$23,750

Table 10: Sponsorship Breakdown

The RBC Blue Water Project Grant was a newly received grant for this year's event. Staff from the local RBC branch also volunteered at the event as activity lead presenters at the Yellow Fish Road centres.



Figure 4: RBC Blue Water Project Grant Logo

As an environmental initiative the NCWF was also awarded a \$4,000 grant from Enbridge.

Contained within Appendix B, is a copy of the 2014 Sponsorship package.

Budget

It takes a significant amount of funding to ensure a successful Water Festival event. The budget for this event is \$130,393. \$116,900 of that budget is derived from Niagara Region's Water and Wastewater Budget. The remaining \$18,750 was funding obtained from sponsorship dollars as outlined above. The budget breakdown for this event is outlined in the table below:

Table 11: 2014 Budget Breakdown

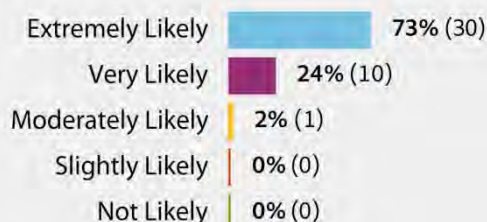
Revenue		Expenses	
Niagara Region's Water and Wastewater Budget	\$111,643.00	Wages/Benefits	\$35,393.00
Sponsorship (Excluding In-Kind Donations)	\$18,750.00	Staff Mileage & Expenses	\$2,000.00
		Equipment Rental	\$6,000.00
		Tents/Materials and Supplies	\$45,000.00
		Buses/Food/Washrooms/Misc.	\$42,000.00
Total	\$130,393.00	Total	\$130,393.00
		Difference	\$0

Feedback and Criticisms

At the conclusion of the Niagara Children's Water Festival both Volunteer and Teacher Surveys were distributed to all who attended the event. The purpose of these surveys are to learn what can be improved upon and what works well.

Included in the figures below, are several of the survey responses from the adult volunteers who participated in the event.

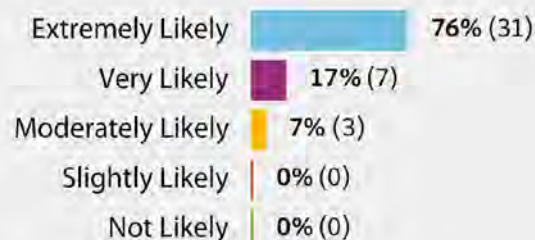
How likely are you to recommend the Niagara Children's Water Festival to others as a worthwhile event to volunteer at?



* 41 total responses, 100% of submissions

Figure 5: Survey Response-Likelihood to Recommend Event

How likely are you to continue to volunteer at the Niagara Children's Water Festival?



* 41 total responses, 100% of submissions

Figure 6: Survey Response-Likelihood to Volunteer Again

Table on page 14, provides a detailed listing of the feedback received from the 2013 NCWF regarding the improvements that the volunteers feel would be valuable to the NCWF. By far the biggest concerns surrounded the time allocated to the activity centres and having the children arrive on site on time to ensure they are able to be present at the first activity centre.

Table 12: Survey Feedback-Improvements

In your opinion, what improvements can be made to the Water Festival?
Start one session earlier to be able to accomodate more kids or leaning
just minor stuff, but better communication/ more of a "game plan" during the pack-up stage at the end of the festival would expedite and streamline the clean-up. Also, it sounds mean, but "better quality" student volunteers would be more useful - those that are enthusiastic, have loud public speaking voices and can read well are the best choices for assisting with activities - this may be resolved through better communication with the schools/students, as it seemed that they did not know what they were going to be doing once they got there (i.e. it was a surprise that they were going to assist with presentations)
-Louder or more air horns.
-Stonger teacher participation/engagement
require a couple new sign...# 33 i think and parking sighs that fit in sandwich board stands...the wire sign holders are TERRIBLE. I think we need a second bus parking sign as well to put in other side of sandwich board style sign holder
Teacher and parent helper pre-consultation in some form so they undertand the activity leaders are not teachers, typically will not have classroom management skills. They have a role to play and the expectation is they are there to assist and not stand around and gossip and chat. Its very annoying!
better questions in game, better geared to age
Inform the School Teachers with more detail, once they arrive at the Lunch Tent they must drop their lunches on the tarps and then organize the children and get them to their first activity.
some of the classes seemed lost or unaware- perhaps having more floaters around to address this if needed?
With climate change there a several large display boards that could do with a way of attaching them to the tent wall. (Masking tape or double sided?)

Training for presentators for managing difficult classes/kids.
offer headsets to Activity Presenters. Speaking loudly over 30 students for 4 hours is very hard on the voice.
I really can't suggest any. I feel the event is very well run.
no changes for SIS however I did have 1 school comment that they were scheduled for the same activities that they had last year. Hopefully they let you know.
sturdier sign holders needed. Thin wire sign holders bend and fall over very easy
No improvements. It is a well oiled machine!
More recycling bins and green bins available closer to activity tents/picnic tables where students, teachers, presenters have lunch.
More outreach for volunteers. Try maybe local colleges and universities?
My first time I feel it was well run.
For us there were too many presentations back to back, we need to switch off presentors
my activity needed more pictures to display
Stress the importance of schools arriving on time.
shorter times presenting. 15 minutes seems long
For Duck Detectives, perhaps different species for the decoys, helpful when getting volunteers to answer questions.

Volunteer appreciation is a major component of retaining quality volunteers. Ensuring that volunteers feel appreciated for the time they are donating to the highly important in volunteer retention. At the 2014 NCWF 54% of volunteers felt extremely appreciated, and another 44% felt very appreciated.

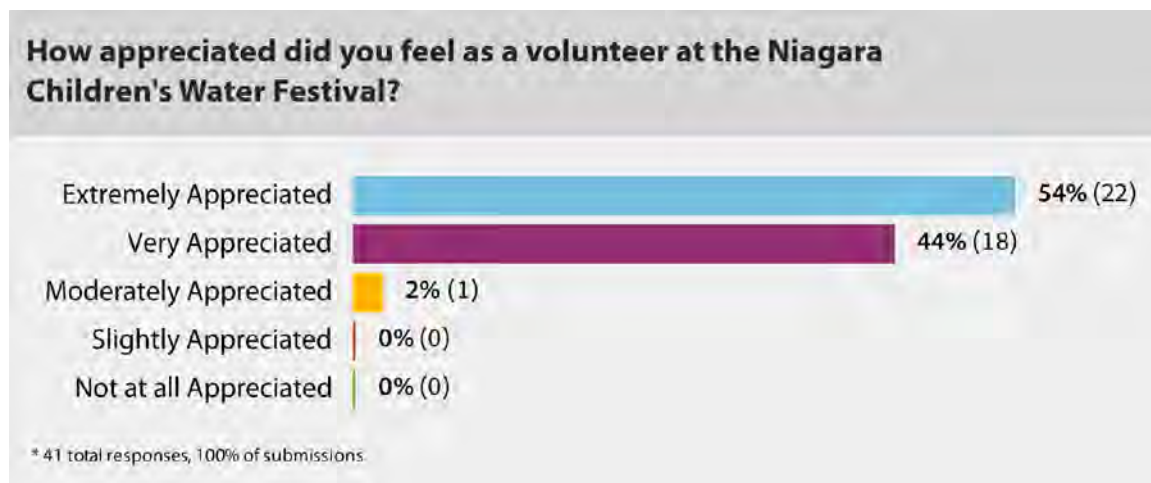


Figure 7: Survey Responses- Appreciation

Again, in order to retain quality volunteers, it's very important that those who are donating their time are satisfied with their volunteer experience. At this year's festival 80% of the volunteers were extremely satisfied with their volunteer experience and another 17% felt moderately satisfied.

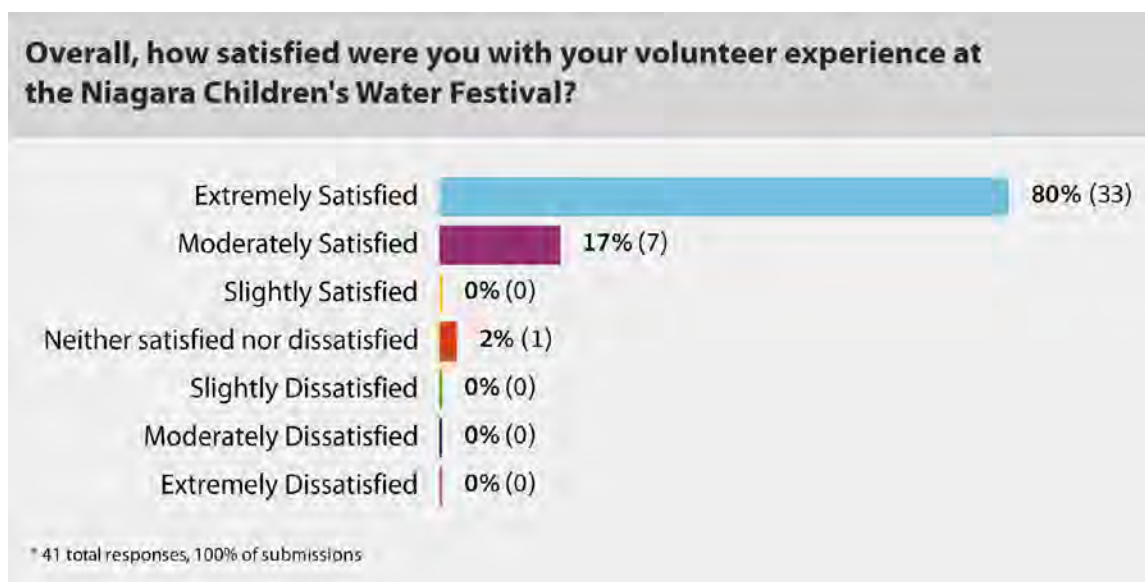


Figure 8: Survey Response-Volunteer Satisfaction

When volunteers were asked about what they had liked the least about the water festival, many of the responses addressed the disengagement of some of the teachers and parents. It seems as though the issue of teacher's not disciplining their students and leaving it up to the lead presenters is a continued problem. Table 5 on page number 16 provides the comments provided from the volunteers as to what they liked least about the Festival.

Table 13: Volunteer Feedback-What did you Like Least

What did you like least about the Water Festival?
Schools who brought too great a span of grades
unenthusiastic teachers/parent chaperones
Activity presenters could have started later than 8:45am.
disengaged teachers and parent volunteers
The schedule is pretty intense and does not allow travel time between stations, I see the pros and cons of this. Give them time and they wonder.....
nothing
Parents paying attention to Parking Attendants instructing them where to park. Plus School Bus Drivers not slowing down when approaching the corner on Sixth Ave., near the Centre for Conservation.
Having to manage a difficult class without the support of the teacher/parent volunteers.
it was over too soon.
Nothing - It was an enjoyable experience
Some disengagement from the teachers/parents, but that can't really be helped. :)
It was great.
Too busy
the weather...couldn't do anything about that...lol
Schools showing up late. It put my presentation behind :(
The weather (that is not changeable)

When volunteers were asked about what they liked most about their participation at the Water Festival, by far the largest response was that volunteers were excited to be working with students who were very enthusiastic. They were happy with the atmosphere surrounding the festival, the location of the festival and most of all they were

very pleased with the lunch that was provided. The detailed list of the comments from what volunteers liked most about the festival are listed in Table 6 on page number 17.

Table 14: Volunteer Survey- Like Most About NCWF

What did you like most about the Water Festival
Being able to get the kids excited about learning
volunteers are treated very well, fed well, overall a great experience
It was fun interacting with many different students all over the region.
children really enjoy the festival
I enjoy seeing colleagues in a different capacity interacting with children, etc. Working out of scope is good for the soul and can revitalize just about anyone. The opportunity to potentially change a child's thinking, or seeing them connect with something is very rewarding. I have had many teachers tell me little Johnny really came out of his shell, or Jenny is normally so prim and proper, it was thrilling to see her run around and get dirty.
very well setup and everything was on time
Hearing happy children, laughing and having fun. Plus on a personal note, I get to catch up with one of my old dear friends who also volunteers every year.
Getting to meet others from throughout the NPCA and similar organisations
Location
Interacting with the kids.
it was very well organized with good people at the top
Comraderie between volunteers and participants.
The Leadership and the Atmosphere
people working together to accomplish the best results for the little ones.
well organized
Met alot of like minded people!
Love the lunch program every year for the volunteers and the level of organization of the event.
Teaching and engaging with the kids. That age group is my favourite!
Interaction with the kids was great and the format was good as well.
Beautiful setting and of course the food
how the kids enjoyed it
How excited the children were.
The food was great. the kids enthusiasm was great
The energy of the children!

In terms of teacher feedback at the Festival, 100% of the teachers found it beneficial to have their Teacher's Packages (includes information, schedule, map) sent directly to their school, rather than having a teacher orientation session. That being said, only a handful of teachers over the course of the week had forgotten to bring their packages along with them. A number of teachers seemed to have not read the package at all.

93% of the teachers who responded to the survey would be interested in bringing their class to the 2014 Niagara Children's Water Festival. The reasoning for four of the respondents stating they would not bring their class to the 2015 festival is: they attend the festival every other year, one teacher is retiring and one school will be attending the newly created Haldimand Children's Water Festival as it is closer to their school.

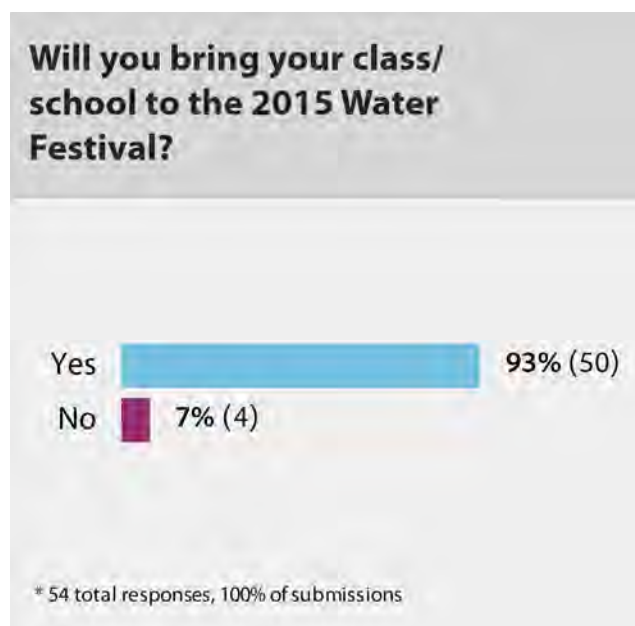


Figure 9: Teacher Survey-2015 Attendance?

When teachers were asked for suggestions for improvement for the event, the most resounding comment was the length of the lunch break. Several comments were made that there wasn't enough space for lunch. Again next year teacher's will be reminded that they do not have to eat in the tents but that they can spread out throughout the grounds. A list of all of the teacher feedback is listed in Table 7 on page number 18.

Table 15: Teacher Feedback-Suggestions for Improvement

Do you have any suggestions for improvement?
a little less time and a little more space for lunch :)
All our sessions were over the creek. Would it be possible to have a lunch tent over there as well so that everything is in one spot? Just a thought. A lot of walking back and forth that could have been possibly prevented if the people who have sessions in that area are also in that area for lunch. Also, some of the instructors were not that knowledgeable in their subject and I had to answer questions that students had. I found this particularly true when the high school students were running it. Reading off a script is NOT interesting for young children and can not hold their attention span. For one of the sessions, the high school student did the whole thing while the adult instructor played and texted on her phone the entire time. Hard for students to maintain focus when that is happening.
All stations should be very engaging. Most were, but some stations involved standing around and listening to information the whole time! The kids appreciate hands-on activities.
Excellent travail de toute l'équipe du festival d'eau
Have a game or hands on activity for every centre
I believe more hands on and visual as opposed to talking about it.
I need confirmation sooner if possible since our trip approval forms, checked by principal and superintendant, are supposed to be submitted well in advance of a trip.
I thought it was superbly organized and the activities were interesting. The presenters were knowledgeable and all of them tried to keep the content at the level of the students.

I understand that you are using volunteers and not teachers to run the different sessions, however, it would be helpful if those volunteers could put their thinking/explanations into more kid-friendly terms. Some of the presenters talked over the heads of the grade 2s and 3s in my class.
Is it possible to make the sessions a bit shorter. Some presenters are so dynamic and engaging while others seem less prepared. Perhaps presenters can be encouraged to have a dynamic presentation and more inviting for students.
It is very organized and run very well. No changes need to be made in my opinion.
It might be helpful to keep their attention if there is some kind of hands on activity or interactive quiz for those subjects/presenters that are a little dry. Most are wonderful presenters & awesome with the kids.
Keep doing your wonderful work. For those individuals that hope to go again, please continue to diversify your activities/centres if possible.
Less time for lunch
Make sure there is a balance of active and standing or sitting listening activities in a teacher's schedule. I have a very active class of 19 boys and 9 girls and found that most of my assigned stations were ones where they had to stand (or sit) and listen to a presentation. I do understand that there is a lot of work put into making a schedule for each school.
More interactive learning and hands on activities.
My students are in grade 3 and may be too Young for some of the concepts presented. There was sometimes too much info put into a small session
No
no, excellent run program the way it is
no, it is always run smoothly
No, it was very well organized.
not really
Perhaps chairs for teachers to sit at, while at each station.
Please try and make sure that the schools are staggered each year so the kids get different stations where possible.
Presenters who can talk to children and get them excited about the topic
Send out the package earlier
Several of the presentations, ie. the Filtration Plant one was over the heads of the kids, and was just delivered as a lecture, the kids were bored, and didn't understand very much of it

Some activities were above their level of interest/learning. They had to stand for a long period of time, making them a bit restless. Also, the lunch break was too long. 20 minutes would be sufficient.
Some 'lectures' needed visual stimulation or active student participation
Some presenters had difficulty engaging young students, either with their content (discussed at a level too high for the students) or their activities (students could not experience the learning for themselves).
staggered lunch breaks
The children are "packed" too tightly when they are eating their lunch. We would not limit an adult's space like that. Wondering why we are doing it to children. Kids need a personal space, especially when eating. Ball's Falls is a large area. Can you not provide a larger space for them during lunch?
The festival continues to be an event that we look forward to attending!
The lunch break is too long. It was hard to keep them occupied during this time.
The teacher package was beautifully laid out and covered everything we needed to know. Perhaps an extra tarp for the children to sit on would have helped keep some little backsides from getting damp but other than that we truly enjoyed this wonderful event.
-timely transportation (bus company) -Ball's Falls focused activity/tour -timing of activities
Try to include some interactive element in every session.
was really good this year. consider powerpoint or multimedia on a larger screen (maybe not a smallish 19" sound with cruddy sound) to keep kids attention and allow for a visual while explaining some of the more complicated concepts
Water treatment game did not work well especially with a big group. One station put down a tarp to keep the students in one spot so all could see and hear what was going on.
We were a little rushed and did not have a chance to try the manipulatives at each centre. Shorten the lunch time to 30 min or less.
Yes, teachers(both adults and secondary students) MUST speak louder. Also, props(like posters) need to be bigger in many cases to accommodate all the students. And, volunteers need to be very mindful of the vocabulary they use....many adult volunteers used vocabulary that my 3rd graders had no clue about. There are speaking to children, NOT adults.

Additional comments and suggestions are from the teachers who responded to the NCWF survey are listed in Table 8 on page number 21. Many teachers noted how satisfied they were with the organization of the event and how enjoyable the day was.

Table 16: Teacher Survey-Additional Comments and Suggestions

Do you have any further comments?
A big thank you to all involved. The children learned a lot and had fun doing it. These types of events are a great deal of work but it was extremely well-organized, the volunteers were helpful and friendly, everything ran in a timely and efficient manner. Very impressive and we look forward to coming again!
An awesome day!
Excellent experience! Very well run and organized!! Thank you!!!
Fun day! Thank you!
Good improvement over last year.
Great job. Always well organized.
i forget which day we went - tues-thurs... keep up the GREAT WORK - I LOVE THIS PROGRAM!
I found that the Native American guy really didn't tie in much to the Water Festival and the topic of water, also, he was WAAAAY above the heads of the students.
I won't be taking a class next year as I am retiring this June. I'm sure the new teacher will as we have been going to the festival for many years.
I would highly recommend: 1. Built in time for snacks before 12:20pm. Possibly when you first arrive. 2. Time for exploration of the park. You have this beautiful park but the kids are not allowed to explore it. If you provided a 30 - 45 min block so the kids could visit the centre, go on a self guided hike (could map this out) or visit the pioneer buildings and explore this would be highly recommended. As you know kids want to be busy and engaged. This brief period would help to maintain their focus and provide much needed time to burn off energy / explore.
In general, great job as usual!
It is a well organized and informative event. The only reason we are not planning to attend is that Haldimand has begun their own water festival and we are supporting our local festival. Thank you for all the hard work and care put into the festival!!!
It was a great day. My students enjoyed it.
Just wondering what happened to the snakes? That station has always been highlight.
Keep up the great work! It's always been a very organized and well thought out event.
Many thanks to all those who participate in this initiative to make it a positive learning experience.
Non. Tout est en règle. Merci!
Thank you for a very informative and enjoyable day.
Thank you for all of your hard work organizing this event for the kids! It was fabulous!!!!
Thank you for an educational, fun trip!
thank you for organizing such a great opportunity

Thank you!
Thanks for a really great day. We look forward to attending next year.
Thanks for another wonderful experience!
Thanks for doing a great job of preparing and setting up this day, it is always well organized and the gets gain alot from it..
Thanks for having us! We love coming each year!
Thanks so much for this excellent opportunity!!
Thanks to all for the incredible amount of work that went into planning and executing the Water Festival-a terrific day for us!
The activities are terrific and my kids learned alot about water conservation and environmental respect.
The teacher's package made it easy to prepare the students for the day. The event was well organized which made it easy to move from station to station.
The water festival is always one of the best trips of the year
Very well organized!
Very well organized! Thank you!
We appreciate the opportunity to get out in the community so that our students, many of whom are new Canadians, or students with limited chances to explore, can see the beauty and variety Niagara has to offer. It's a great learning opportunity and we are grateful for the sponsorship.
We attend every other year as we have all split classes. The festival is very organized and well run!
Well organized as usual. Thank you for your effort.

Recommendations

Upon reviewing all of the feedback and constructive criticisms from the 2014 Niagara Children's Water Festival, the recommendations to help improve the event are as follows:

- Come up with games/activities to do at each station if the presenters are done their presentation/activity early in order to ensure classes stay in the tents until it is time to move
- Look at getting new signage for next year including sign holders
- Instead of using the church for an activity look at adding an extra tent on the historical side of the event for religious reasons
- Evaluate all activity centres to ensure they meet Ontario Curriculum requirements and are engaging
- Go through activity centre scripts and include how the teachers can get involved
- Look into getting golf carts donated next year as extra transportation would have been beneficial during this year's event
- See about getting wheelchairs donated for next year's event
- Have lunch tent coordinators stay until after lunch in order to ensure classes get to their afternoon activities on time and to monitor recycling and green bin usage

- Work with one bus company in order to ensure proper organization and consistency – also helpful to have bus coordinator on site
- Review teacher's package to ensure it is clear and concise
- Revisit the idea of shortening the lunch break or creating two separate lunch breaks
- Have seating accommodations such as tarps or a few chairs at each station.
- Reiterate to teachers that they are responsible for their classes behavior
- Have more volunteers placed in dedicated logistical positions throughout the day.

Conclusions

The 2014 Niagara Children's Water Festival overall was a very successful event that educated more than 5552 participants over the course of the 4 day event. All of those children, teachers and parents left Ball's Falls with more knowledge surrounding our precious freshwater resources than they came with, and that in itself makes the festival a successful one! Knowing that the information they learned will be retained, because of the hands on and interactive nature of the event, makes the event that much more successful. The inclusivity of the event means that everyone, regardless of any limitation, has the opportunity to be engaged in a vitally important topic, our freshwater resources. The community partners that support this event through financial and human resources, should be very proud of the influence and knowledge they have provided to the next generation of community leaders.

Appendix A



FOR IMMEDIATE RELEASE

Niagara Children's Water Festival

WELLAND, ON- September 4, 2014- The Niagara Peninsula Conservation Authority in partnership with the Region of Niagara, City of St. Catharines and Ontario Power Generation are pleased to announce that the 2014 Niagara Children's Water Festival will take place at Ball's Falls Conservation Area September 16 to 19th.

Since its inception in 2003, over 55,000 grade 3 and 4 students have participated in this highly interactive program which engages them to learn about the importance of conserving and respecting our freshwater resources. It also provides a practical hands-on approach to modifying daily habits that will in turn allow each individual to contribute to the goals of water protection and conservation.

Bruce Timms, Regional Councillor and Chairman of the Board at NPCA comments "I've had the opportunity to visit the festival on several occasions and it is heartwarming to see the children's eagerness and involvement in the activities. I continue to be impressed by the enthusiasm and dedication of staff and volunteers. More importantly, we believe that this unique learning experience will help all participants develop new attitudes and habits about how they use and conserve our natural resources in their everyday lives."

Carmen D'Angelo, CAO of the NPCA states "the Niagara Children's Water Festival is a true testament to the power of partnerships. In addition to the founding partners, we are pleased to acknowledge the financial investment from the RBC Blue Water Program to the Niagara Children's Water Festival in the amount of \$5,000." He noted, "We are grateful to Kenneth Palmateer, Branch Manager, RBC Fonthill and Fenwick for championing the program. This funding is critically important to the program and the commitment of our dedicated partners plays an important role in ensuring its ongoing success."

Ken Palmateer remarks, "RBC's corporate values include a belief that water is fundamental to the sustainability of all life and as one of Canada's largest companies and corporate donors, RBC has been focusing its giving efforts to ensure we are making sustainable, meaningful and measureable impacts in the communities and areas we support." As part of this commitment it is fitting that a partnership was formed to support the Niagara Children's Water Festival. Staff from various branches will be volunteering at the festival by leading program activities and deepening our relationship. Mr. Palmateer further notes, "The work that the NPCA is undertaking is vitally important. We are pleased to be part of this unique educational program which will teach our next generation of leaders to ensure a cleaner sustainable world for all to enjoy."

Chairman Timms emphasizes, "The Niagara Children's Water Festival is a significant event that brings together educators, government, industry and community representatives to deliver a program that has been a true success story."

Developed in accordance with Ontario curriculum, the program is offered to all schools within the watershed at no cost to participants. Water-use and the protection and conservation of the environment within our local communities are very important to residents. The ultimate lessons will extend beyond the classroom and help initiate new attitudes and lifestyle choices.

A total of 92 schools are registered for the 2014 Niagara Children's Water Festival taking place at Ball's Falls Conservation Area

from September 16th- 19th.

-30-

Contact: Mary Stack, Supervisor, Marketing and Community Relations, 905.788.3135 ext. 242, or
Michael Reles, Communications Specialist, 905.788.3135 ext. 263

Appendix B

2014 Niagara Children's Water Festival



September 16th – 19th 2014



For more information please visit our website:

<http://www.niagarachildrenswaterfestival.com/>

Or Contact:

Sarah Gawley – Niagara Children's Water Festival Coordinator

(905)788-3135 ext. 238

sgawley@npca.ca

Niagara Children's Water Festival

VISION

The Niagara Children's Water Festival was established in 2003 as the result of the shared vision between the Niagara Peninsula Conservation Authority, Niagara Region, City of St. Catharines, and Ontario Power Generation.

The partner organizations recognized the significance of teaching children about the importance and diversity of water and how they can make informed decisions that will affect future generations. The result was the creation of a fresh approach to promote and develop an outdoor educational program that would stimulate public understanding and change.



THE EVENT



The 12th annual Niagara Children's Water Festival will take place September 16th through 19th at Ball's Falls Conservation Area in Jordan, Ontario. The event is aimed at grade 3 and 4 students. The festival hosts up to 5000 children throughout the week in addition to teachers, parents and volunteers.

The festival is based on five components: science, technology, conservation, protection and attitude. Through discovery and learning participants explore the past, present and future environments of water in Niagara through interactive discovery centres. Each participant is encouraged to take the knowledge gained at the festival and share it with others to act for a sustainable future.

Niagara Children's Water Festival

SPONSORSHIP FORM

The Niagara Children's Water Festival Sponsorship Opportunity provides your company the opportunity to become involved in an established educational outreach program that continues to evoke public understanding about our precious water resources.

The Niagara Children's Water Festival is a project of the Niagara Peninsula Conservation Authority (NPCA), registered charitable organization #107773624RR0001.

Please make cheque payable to Niagara Peninsula Conservation Authority

– re: Niagara Children's Water Festival and mail to:

Niagara Peninsula Conservation Authority
250 Thorold Rd. West 3rd Floor
Welland, ON
L3C 3W2



For more information visit our website:

<http://www.niagarachildrenswaterfestival.com/>

Or contact: Sarah Gawley – Festival Coordinator

(905)788-3135 ext. 238 or sgawley@npca.ca



Yes! We would like to support the Niagara Children's Water Festival. Our organization will be participating in the Sponsor Program as:

Please check one:

- ☐ In-Kind
- ☐ Creek Level (Up to \$499.99)
- ☐ River Level (500.00 - \$999.99)
- ☐ Lake Level (\$1000.00 - \$3999.99)
- ☐ Watershed Level (\$4000.00 +)

Please fill out the following information and return with your donation:

Organization: _____

Contact Person: _____

Address: _____

City: _____ Postal Code: _____

Phone: _____ Fax: _____

Email: _____

Website: _____

Do you require an official receipt for donation? No ☒ Yes ☐

Thank you!

Niagara Children's Water Festival

The Niagara Children's Water Festival is looking for sponsors to support this fun and educational event that is aimed at grade 3 and 4 students within the Niagara Peninsula Watershed. This event is free for all students and focuses on the importance and diversity of water and the environment.

Sponsors are recognized in the following manner:

In-Kind Supporter	Applicable Product or Service provided in-kind
-------------------	------------------------------------------------

- Benefits based on equivalent monetary value of donations

Creek Level	Up to \$499.99
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- Name listed in teacher/parent/volunteer information packages and on website sponsor page
- Name listed on Festival supporter recognition sign
- Letter of appreciation and receipt of charitable donation

River Level	\$500.00 - \$999.99
-------------	---------------------

- Name listed in teacher/parent/volunteer information packages
- Name with hyperlink on website sponsor page
- Name listed on Festival supporter recognition sign
- Letter of appreciation and receipt of charitable donation

Lake Level	\$1000.00 - \$3999.99
------------	-----------------------

- Logo displayed on cover of teacher/parent/volunteer information packages
- Logo with hyperlink on website sponsor page
- Name listed on Festival supporter recognition sign
- Recognition on NPCA Facebook and Twitter
- Letter of appreciation and receipt of charitable donation

Watershed Level	\$4000.00 +
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- Logo displayed on cover of teacher/parent/volunteer information packages
- Logo with hyperlink on website sponsor page
- Name listed on Festival supporter recognition sign
- Recognition on NPCA Facebook and Twitter
- Letter of appreciation and receipt of charitable donation
- Certificate of appreciation

Report To: Board of Directors

Subject: Financial Report – Month Ending October 31, 2014

Report No: 101-14

Date: November 19, 2014

RECOMMENDATION:

To 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 following the close of October 31, 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.

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 October 31, 2014


Appendix “B” – Master Card expense payment for month of September, 2014.

Prepared by:



Name: Jeff Long, Sr. Mgr., Corporate Services

Submitted by:



Carmen D'Angelo; CAO / Secretary Treasurer

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

APPENDIX "A"

Financial Statements

For Period Ending Oct. 31, 2014

November 19, 2014 Full Authority Meeting

**NIAGARA PENINSULA CONSERVATION AUTHORITY
CURRENT BUDGET SUMMARY
10 PERIODS ENDED 2014-10-31**

	Current Month	Current YTD	Approved Budget	% of Budget
REVENUES =====				
MNR TRANSFER PAYMENTS	0.00	174,496.00	174,500.00	100.00
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	24,274.00	62,363.00	41,000.00	152.10
MUNICIPAL LEVY-GENERAL	0.00	3,599,867.00	3,599,868.00	100.00
LEVY-SPECIAL-NIAGARA	0.00	2,459,444.00	2,459,444.00	100.00
LEVY-SPECIAL-HAMILTON	0.00	101,528.00	101,528.00	100.00
LEVY-SPECIAL-HALDIMAND	0.00	(2,817.00)	(2,817.00)	100.00
LEVY-SPECIAL-OTHER	0.00	0.00	8,300.00	0.00
USER FEES	155,213.08	1,348,112.31	1,440,576.00	93.58
CONSERVATION FOUNDATION	0.00	0.00	0.00	0.00
ADMINISTRATION FEES	37,560.00	318,005.50	260,000.00	122.31
RESERVE FUNDS	0.00	0.00	411,227.00	0.00
MISCELLANEOUS	18,363.15	190,772.74	262,262.00	72.74
	235,410.23	8,281,477.59	8,869,888.00	93.37

EXPENDITURES
=====

CORPORATE SERVICES	154,114.63	2,185,813.47	2,415,603.00	90.49
RESOURCE INV. & ENV. MONITORING	66,212.70	457,293.80	501,417.00	91.20
FLOOD PROTECTION SERVICES	41,332.53	458,384.26	596,205.00	76.88
ENVIRONMENTAL ADVISORY SERVICES	54,962.87	570,508.02	691,171.00	82.54
CONSERVATION LAND MANAGEMENT	1,133,434.79	1,896,619.04	2,125,391.00	89.24
CONSERVATION LAND PROGRAMMING	211,612.96	1,948,880.34	2,378,660.00	81.93
VEHICLES & EQUIPMENT	4,669.06	127,062.49	164,940.00	77.04
	1,666,339.54	7,644,561.42	8,873,387.00	86.15

**NIAGARA PENINSULA CONSERVATION AUTHORITY
CORPORATE SERVICES - CURRENT
10 PERIODS ENDED 2014-10-31**

	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	1,949,902.00	1,949,903.00	100.00
LEVY-SPECIAL-NIAGARA	0.00	35,000.00	35,000.00	100.00
INTEREST INCOME	4,358.72	36,938.30	50,000.00	73.88
MISCELLANEOUS	5.00	104.00	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
	4,363.72	2,021,944.30	2,415,603.00	83.70

EXPENDITURES
=====

CORPORATE MANAGEMENT	34,192.78	909,148.47	739,368.00	122.96
OFFICE SERVICES	44,783.00	407,709.04	488,900.00	83.39
FINANCIAL SERVICES	14,185.86	172,856.37	204,739.00	84.43
HUMAN RESOURCES	10,345.04	102,902.71	129,180.00	79.66
INFORMATION TECHNOLOGY	18,260.56	302,055.13	386,933.00	78.06
CORPORATE COMMUNICATIONS	32,347.39	291,141.75	466,483.00	62.41
CORPORATE FUNDRAISING	0.00	0.00	0.00	0.00
	154,114.63	2,185,813.47	2,415,603.00	90.49

**NIAGARA PENINSULA CONSERVATION AUTHORITY
RESOURCE INVENTORY & ENVIRONMENTAL MONITORING - CURRENT
10 PERIODS ENDED 2014-10-31**

	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	24,274.00	62,363.00	41,000.00	152.10
MUNICIPAL LEVY-GENERAL	0.00	354,227.00	354,227.00	100.00
LEVY-SPECIAL-NIAGARA	0.00	35,000.00	35,000.00	100.00
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	11,654.43	103,038.01	12,890.00	799.36
	35,928.43	584,334.05	501,417.00	116.54
EXPENDITURES =====				
NIAGARA R. REMEDIAL ACTION PLAN	9,208.96	72,831.11	99,300.00	73.34
GLANBROOK LANDFILL MONITORING	712.41	7,987.83	10,616.00	75.24
JOHN C. MUNROE AIRPORT MONITORING	197.35	2,228.87	2,274.00	98.02
DRAIN CLASSIFICATION	0.00	0.00	0.00	0.00
W/S WATER QUALITY MONITORING	20,624.03	201,589.80	258,834.00	77.88
NIAGARA CHILDREN'S WATER FESTIVAL	35,469.95	172,656.19	130,393.00	132.41
WATERSHED REPORT CARD	0.00	0.00	0.00	0.00
	66,212.70	457,293.80	501,417.00	91.20

**NIAGARA PENINSULA CONSERVATION AUTHORITY
FLOOD PROTECTION SERVICES - CURRENT
10 PERIODS ENDED 2014-10-31**

	Current Month	Current YTD	Approved Budget	% of Budget
REVENUES =====				
MNR TRANSFER PAYMENTS	0.00	115,696.00	115,700.00	100.00
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	352,205.00	352,205.00	100.00
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	12,390.00	138,280.00	120,000.00	115.23
RESERVE FUNDS	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00
	12,390.00	606,181.00	596,205.00	101.67

EXPENDITURES
=====

FLOOD FORECASTING AND WARNING	14,137.06	156,876.80	176,215.00	89.03
FLOOD CONTROL STRUCTURES	5,043.04	58,316.75	94,286.00	61.85
FLOODPLAIN REGULATIONS	22,152.43	243,190.71	325,704.00	74.67
	41,332.53	458,384.26	596,205.00	76.88

**NIAGARA PENINSULA CONSERVATION AUTHORITY
ENVIRONMENTAL ADVISORY SERVICES - CURRENT
10 PERIODS ENDED 2014-10-31**

	Current Month	Current YTD	Approved Budget	% of Budget
REVENUES =====				
MNR TRANSFER PAYMENTS	0.00	58,800.00	58,800.00	100.00
MUNICIPAL LEVY-GENERAL	0.00	492,371.00	492,371.00	100.00
CONSERVATION FOUNDATION	0.00	0.00	0.00	0.00
ADMINISTRATION FEES	25,170.00	179,725.50	140,000.00	128.38
RESERVE FUNDS	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	7,500.00	0.00	0.00
	25,170.00	738,396.50	691,171.00	106.83
EXPENDITURES =====				
MUNICIPAL PLAN INPUT & REVIEW	34,368.24	348,050.44	422,173.00	82.44
DEVELOPMENT PLAN INPUT & REVIEW	20,594.63	222,457.58	268,998.00	82.70
	54,962.87	570,508.02	691,171.00	82.54

**NIAGARA PENINSULA CONSERVATION AUTHORITY
CONSERVATION LAND MANAGEMENT - CURRENT
10 PERIODS ENDED 2014-10-31**

	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	349,722.00	349,722.00	100.00
LEVY-SPECIAL-NIAGARA	0.00	1,747,569.00	1,747,569.00	100.00
CONSERVATION FOUNDATION	0.00	0.00	0.00	0.00
BUILDING/LAND RENTAL	725.00	7,250.00	8,600.00	84.30
RESERVE FUNDS	0.00	0.00	0.00	0.00
MISCELLANEOUS	2,345.00	16,484.50	19,500.00	84.54
	3,070.00	2,121,025.50	2,125,391.00	99.79
EXPENDITURES =====				
OPERATIONS	1,119,806.60	1,752,220.90	1,940,955.00	90.28
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	13,628.19	144,398.14	184,436.00	78.29
	1,133,434.79	1,896,619.04	2,125,391.00	89.24

**NIAGARA PENINSULA CONSERVATION AUTHORITY
CONSERVATION LAND PROGRAMMING - CURRENT
10 PERIODS ENDED 2014-10-31**

	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	641,875.00	641,875.00	100.00
LEVY-SPECIAL-HAMILTON	0.00	101,528.00	101,528.00	100.00
LEVY-SPECIAL-HALDIMAND	0.00	(2,817.00)	(2,817.00)	100.00
MISCELLANEOUS	0.00	16,109.43	178,872.00	9.01
RESERVE FUNDS	0.00	0.00	3,727.00	0.00
USER FEES	154,488.08	1,340,862.31	1,431,976.00	93.64
	154,488.08	2,097,557.74	2,375,161.00	88.31
EXPENDITURES				
=====				
BALL'S FALLS	55,673.69	580,149.52	666,644.00	87.03
BINBROOK	27,848.50	304,743.99	342,533.00	88.97
CHIPPAWA CREEK	38,513.42	343,852.61	398,629.00	86.26
LONG BEACH	34,737.56	314,271.96	376,946.00	83.37
BAIRD ESTATE	0.00	3,822.14	2,265.00	168.75
BEAMER MEMORIAL	1,821.33	5,767.87	8,950.00	64.45
BINBROOK TRACT	0.00	330.40	665.00	49.68
CAVE SPRINGS	277.00	2,042.47	2,875.00	71.04
COMFORT MAPLE	334.20	1,027.11	1,410.00	72.84
ELM STREET PROJECT	2,042.57	11,788.35	17,246.00	68.35
E.C.BROWN	740.14	1,064.00	3,115.00	34.16
GAINSBOROUGH	30,762.51	270,363.31	316,552.00	85.41
HEDLEY FOREST	0.00	252.19	510.00	49.45
HUMBERSTONE MARSH	0.00	137.31	410.00	33.49
JORDAN HARBOUR	248.97	3,949.90	6,125.00	64.49
LOUTH	0.00	137.32	560.00	24.52
MORGAN'S POINT	2,190.78	7,329.71	9,025.00	81.22
MOUNTAINVIEW	239.06	1,000.70	2,415.00	41.44
MUD LAKE	619.47	1,412.87	3,015.00	46.86
OSWEGO CREEK	0.00	59.69	50.00	119.38
PELHAM DOG PARK	2,306.62	6,835.25	0.00	0.00
PORT DAVIDSON	0.00	151.56	310.00	48.89
ROCKWAY	109.79	370.24	1,210.00	30.60
RUIGROK TRACT	0.00	195.54	350.00	55.87
STATION ROAD PROJECT	710.28	6,002.08	7,014.00	85.57
STEVENSVILLE	1,247.60	11,956.85	12,995.00	92.01
ST.JOHN'S	551.28	9,281.61	6,830.00	135.89
TWO MILE CREEK	0.00	869.99	1,660.00	52.41
VIRGIL	1,177.85	1,452.45	6,460.00	22.48
WAINFLEET BOG	492.64	1,155.68	2,010.00	57.50
THE GORD HARRY CONSERVATION TRAIL	1,720.13	3,570.10	6,460.00	55.26
WAINFLEET WETLANDS	502.49	6,543.03	5,145.00	127.17
WAINFLEET ACCESS POINT PROJECT	1,401.89	14,596.69	11,811.00	123.59
WILLOUGHBY MARSH	0.00	461.87	1,010.00	45.73
WOOLVERTON	0.00	137.32	310.00	44.30
GLENRIDGE QUARRY PROJECT	3,202.67	20,913.76	142,800.00	14.65
WOODEND	2,140.52	10,882.90	12,345.00	88.16
	211,612.96	1,948,880.34	2,378,660.00	81.93

**NIAGARA PENINSULA CONSERVATION AUTHORITY
VEHICLES AND EQUIPMENT - CURRENT
10 PERIODS ENDED 2014-10-31**

	Current Month	Current YTD	Approved Budget	% of Budget
REVENUES =====				
MUNICIPAL LEVY-GENERAL	0.00	101,440.00	101,440.00	100.00
VEHICLE/EQUIPMENT SALES	0.00	10,598.50	1,000.00	1059.85
RESERVE FUNDS	0.00	0.00	62,500.00	0.00
	0.00	112,038.50	164,940.00	67.93
EXPENDITURES =====				
WAGES	0.00	0.00	0.00	0.00
INSURANCE & LICENSES	0.00	6,101.76	11,340.00	53.81
GAS/OIL	3,138.39	33,323.37	41,200.00	80.88
PURCHASES	0.00	57,071.22	90,000.00	63.41
MAINTENANCE	1,429.06	28,918.64	19,800.00	146.05
TOOLS & SUPPLIES	101.61	1,647.50	2,600.00	63.37
	4,669.06	127,062.49	164,940.00	77.04

**NIAGARA PENINSULA CONSERVATION AUTHORITY
CAPITAL BUDGET SUMMARY
10 PERIODS ENDED 2014-10-31**

	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	81,766.00	396,247.53	290,067.00	136.61
FEDERAL GRANTS	67,500.00	145,015.96	181,000.00	80.12
MUNICIPAL LEVY-GENERAL	0.00	271,485.00	271,485.00	100.00
LEVY-SPECIAL-NIAGARA	0.00	1,136,137.00	1,136,137.00	100.00
LEVY-SPECIAL-HAMILTON	0.00	257,100.00	257,100.00	100.00
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	51,165.83	201,987.69	160,000.00	126.24
	200,431.83	2,407,973.18	2,526,789.00	95.30

EXPENDITURES
=====

WATERSHED STUDIES	23,404.42	241,935.51	260,067.00	93.03
RESOURCE INV. & ENV. MONITORING	51,274.22	538,835.37	809,019.00	66.60
FLOOD PROTECTION SERVICES	5,411.85	113,558.06	247,103.00	45.96
CONSERVATION LAND DEVELOPMENT	26,714.06	1,921,041.22	1,210,600.00	158.69
	106,804.55	2,815,370.16	2,526,789.00	111.42

**NIAGARA PENINSULA CONSERVATION AUTHORITY
WATERSHED STUDIES - CAPITAL
10 PERIODS ENDED 2014-10-31**

	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	81,766.00	355,357.40	260,067.00	136.64
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
	81,766.00	355,357.40	260,067.00	136.64
EXPENDITURES =====				
SOURCE PROTECTION PLANS	17,488.55	204,920.26	260,067.00	78.80
SOURCE PROTECTION-TECHNICAL STUDIES	0.00	0.00	0.00	0.00
PRIVATE WATER SUPPLY SURVEY	0.00	36.02	0.00	0.00
NIAGARA OGS STUDY	5,915.87	35,348.45	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
	23,404.42	241,935.51	260,067.00	93.03

**NIAGARA PENINSULA CONSERVATION AUTHORITY
RESOURCE INVENTORY & ENVIRONMENTAL MONITORING - CAPITAL
10 PERIODS ENDED 2014-10-31**

	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	67,500.00	139,462.96	181,000.00	77.05
MUNICIPAL LEVY-GENERAL	0.00	104,382.00	104,382.00	100.00
LEVY-SPECIAL-NIAGARA	0.00	313,637.00	313,637.00	100.00
LEVY-SPECIAL-HAMILTON	0.00	50,000.00	50,000.00	100.00
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	51,155.83	70,954.89	160,000.00	44.35
	118,655.83	678,436.85	809,019.00	83.86
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	4,045.78	25,853.14	0.00	0.00
AGRICULTURAL STEWARDSHIP	7,441.11	124,209.39	190,011.00	65.37
E.C.BROWN WETLAND PROJECT	572.40	4,337.84	0.00	0.00
OPG PROJECTS	1,473.82	20,085.53	60,000.00	33.48
MISCELLANEOUS PROJECTS	0.00	0.00	0.00	0.00
sub-total	13,533.11	174,485.90	250,011.00	69.79
12 MILE CK WATERSHED RESTORATION				
STEWARDSHIP	1,793.66	21,300.81	27,801.00	76.62
PROJECTS	5,276.23	63,268.94	117,158.00	54.00
PCB BIODIVERSITY	0.00	0.00	0.00	0.00
sub-total	7,069.89	84,569.75	144,959.00	58.34
WATERSHED GENERAL RESTORATION	19,350.46	191,574.76	195,371.00	98.06
WATERSHED WELL DE-COMMISSIONING	3,356.17	18,862.42	25,000.00	75.45
20 MILE CREEK RESTORATION	3,013.25	26,499.44	100,039.00	26.49
FORT ERIE CREEKS RESTORATION	0.00	0.00	0.00	0.00
N-O-T-L CREEKS RESTORATION	4,951.34	42,834.10	93,639.00	45.74
15,16,18 MILE CREEKS RESTORATION	0.00	9.00	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
	51,274.22	538,835.37	809,019.00	66.60

**NIAGARA PENINSULA CONSERVATION AUTHORITY
FLOOD PROTECTION SERVICES - CAPITAL
10 PERIODS ENDED 2014-10-31**

	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	40,890.13	30,000.00	136.30
FEDERAL GRANTS	0.00	0.00	0.00	0.00
MUNICIPAL LEVY-GENERAL	0.00	167,103.00	167,103.00	100.00
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	207,993.13	247,103.00	84.17

EXPENDITURES
=====

FLOOD CONTROL STRUCTURES

BINBROOK DAM	1,317.58	49,180.14	49,700.00	98.95
SHRINER'S CREEK	0.00	0.00	0.00	0.00
sub-total	1,317.58	49,180.14	49,700.00	98.95
WATERSHED FLOODPLAIN MAPPING UPDATE	4,094.27	64,377.92	197,403.00	32.61
FLOOD FORECASTING MODELING	0.00	0.00	0.00	0.00
STREAM GAUGE & MONITORING NETWORK	0.00	0.00	0.00	0.00
	5,411.85	113,558.06	247,103.00	45.96

**NIAGARA PENINSULA CONSERVATION AUTHORITY
CONSERVATION LAND DEVELOPMENT - CAPITAL
10 PERIODS ENDED 2014-10-31**

	Current Month	Current YTD	Approved Budget	% of Budget
REVENUES				
=====				
PROVINCIAL GRANTS-OTHER	0.00	0.00	0.00	0.00
FEDERAL GRANTS	0.00	5,553.00	0.00	0.00
MUNICIPAL LEVY-GENERAL	0.00	0.00	0.00	0.00
LEVY-SPECIAL-NIAGARA	0.00	822,500.00	822,500.00	100.00
LEVY-SPECIAL-HAMILTON	0.00	207,100.00	207,100.00	100.00
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	10.00	131,032.80	0.00	0.00
	10.00	1,166,185.80	1,210,600.00	96.33
EXPENDITURES				
=====				
LAND ACQUISITION	401.19	1,591,291.39	600,000.00	265.22
BALL'S FALLS	14,202.97	38,776.50	32,000.00	121.18
BINBROOK	0.00	35,991.11	107,100.00	33.61
CHIPPAWA CREEK	1.67	66,429.53	225,000.00	29.52
LONG BEACH	6,554.51	16,725.40	70,000.00	23.89
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	103.80	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	32.00	7,333.28	0.00	0.00
GAINSBOROUGH	4,375.68	10,537.63	72,500.00	14.53
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	1,146.04	153,147.64	0.00	0.00
	26,714.06	1,921,041.22	1,210,600.00	158.69

APPENDIX “B”

Master Card Expense

For the month of Sep. 2014

November 19, 2014 Full Authority Meeting

MASTERCARD SEPTEMBER
Cheque #38991

Staff & Member's Expenses	\$	366.33
Corporate Communications	\$	547.10
Corporate Management	\$	894.91
Conservation Areas	\$	4,879.34
Vehicles & Equipment	\$	1,556.32
Land Management	\$	517.92
Water Management	\$	3,705.85
Special Events	\$	1,026.55
HST	\$	1,281.07
<u>Total</u>	\$	<u>14,775.39</u>

Report To: Board of Directors

Subject: Development Tracking System Update

Report No: 102-14

Date: November 19, 2014

RECOMMENDATIONS

That the Development Tracking System Update Report No. 102-14 be received for information purposes.

REPORT

Purpose

To inform about the change in scope with regards to the NPCA's selection and implementation of a development tracking system as identified by its strategic plan.

Background

In June, staff presented the board with an update on the status of implementation planning activities for a development tracking software system. It focused solely on *iDARTS* as a consideration, the solution currently used by the Region of Niagara for some of its planning requirements common to the NPCA. The report emphasized the business analysis and process modeling (workflows) being conducted internally by the NPCA's core project team to support and clarify the Authority's specific needs for such a tool.

Project Scope Shift

The Region's *iDARTS* system was mentioned throughout the NPCA's strategic planning process as the principal software candidate for this objective; hence, NPCA's project team initially concentrated its efforts on utilizing this tool. Upon further consideration, it is best practice to evaluate and select information management solutions in context of a full needs assessment and comparative analysis of alternative solutions.

During the initial implementation planning phase, system requirements became much clearer. Business needs and improvement opportunities from an operational perspective were discussed and articulated in more detail. While it was apparent *iDARTS* addresses some of the core functional requirements to better track and report on NPCA applications through its review processes, it was readily apparent that it fails to provide the level of proficiency and value-added benefits (e.g. public access portal) to meet the long term needs of the NPCA.

Moreover, NPCA staff also became aware that *iDARTS* suitability and longevity is going to be reexamined by the Region.

Considering the significant financial investment and impact of this decision on future plan and permit review operations, the project's scope was officially altered in August 2014 in order to investigate and evaluate other viable alternative solutions.

Investigation and Evaluation of Alternatives

Since this decision, staff has researched what other Conservation Authorities and member municipalities utilize to meet similar business needs. Three (3) commercial off the shelf (COTS) systems were selected from this review to complement *iDARTs* in a quantitative evaluation. Staff has spoken with the additional vendors, visited several of their local clients to share experiences using their systems, received live demonstration webinars, and compiled detailed product documentation including preliminary cost estimates to help inform the analysis.

Results to date have clearly confirmed that there are other systems that will better meet NPCA's needs. Development tracking systems such as *AMANDA* and *CityView*, used predominantly in local municipal environments, are unmistakably more sophisticated with superior workflow and data management capabilities that translate better to meeting NPCA business requirements. They are both much more mature systems, developed with modern software technologies and platforms. As a result, while all four (4) potential solutions investigated will be scored in the weighted criteria based evaluation the analysis will in reality simply determine which of these two (2) solutions better fit the NPCA in the long term.

The detailed evaluation will be complete by the end of November 2014. December will include follow-up consultations with the vendors necessary to clarify any outstanding information gaps and remaining assumptions, and to garner implementation availability, in order to finalize the analysis.

A final system and preferred vendor recommendation along with implementation options, timelines, and associated expenses will be presented to the Full Authority Board for consideration at the January 2015 Board meeting.

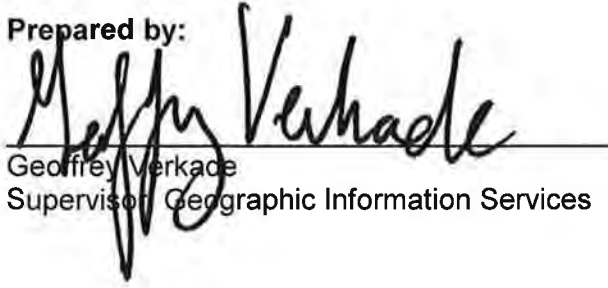
Alignment to NPCA's 2014-2017 Strategic Plan

The NPCA Strategic Plan identifies the need for the Authority to improve performance within its development approvals process. It specifically recommends the adoption of a software system for monitoring development applications. Selecting and implementing the appropriate development tracking system is essential to ensuring that information management activities and the associated plan and permit review workflows of the development approvals process are optimized, integrated and standardized.

Reports Pertinent to this Matter

Report No. 52-14, 'iDARTS Implementation – Status Update', June 18, 2014.

Prepared by:



Geoffrey Verkade
Supervisor, Geographic Information Services

Submitted by:



Carmen D'Angelo,
Chief Administrative Officer / Secretary-Treasurer

Attachments:

1. CSDC AMANDA Permitting and Compliance Solution Product Sheet
2. CityView Brochure

This report was prepared by Geoffrey Verkade – Supervisor, Geographic Information Services and reviewed by Peter Graham, P.Eng. – Director, Watershed Management.



CSDC | Permitting & Compliance Solutions

AMANDA Permitting & Compliance Solutions

CSDC provides government agencies with an enterprise permitting & compliance solution that automates all of the steps involved with getting a permit including pre-application and application intake, application review, approval, invoicing, issuance, and inspections.

Manage All Types of Permits & Inspections

Built on the AMANDA platform, CSDC's permitting and compliance solutions are designed to support multiple types of permits. For building permits, CSDC delivers solutions that enable seamless collaboration between multiple departments such as Building, Planning and Code Enforcement for a comprehensive land management solution. For technical and public health permits, CSDC provides powerful inspection tools that empower field staff to make informed decisions about public safety issues.

Whether it's a plans examiner reviewing a drawing for an addition, a public health official reviewing a special event permit, or a technical inspector examining an elevator, CSDC's permitting and compliance solutions are designed to manage any type of permit. This means tailored solutions that meet the specific needs of your department and agency.

Permitting & Compliance Solutions

With AMANDA, CSDC provides government agencies with a wide range of permitting and compliance solutions for:

Building

Automate the application, review, approval and issuance of building permits and manage inspections

Public Health

Mitigate risk by centrally storing and managing all data surrounding day cares, tattoo parlours, public pools, restaurants and other special facilities to ensure public health and safety.

Planning

Manage the land development life cycle and guide applications from intake to approval and implementation.

Code Enforcement

Ensure compliance and mitigate risk through complaint-driven and proactive enforcement of codes and by-laws.

Highlights

The core elements that are part of every AMANDA-based permitting & compliance solution include:

About CSDC

CSDC Systems Inc. is a leading provider of Enterprise solutions for Licensing, Permitting and Compliance, Grants, Courts and FOI.

Since 1989, CSDC has provided integrated, powerful and flexible software solutions that automate the business processes of public sector agencies and large organizations to improve the effectiveness and operational efficiency of service delivery.

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www.csdcsystems.com
info@csdcsystems.com

Centralized Access & Management

AMANDA provides centralized access to all permit, planning, and public health department data. Agencies can track all contacts, fees, inspections, workflow, changes, violations, complaints, as well as attach photos, plans, drawings, insurance information and other correspondence to each record.

Online Application & Self-Service

With AMANDA, citizens and businesses can submit and pay for their applications online, check their status, receive comments, view inspection results, and add attachments to permit applications online in real-time.

Mobile Inspections

Inspectors have in-field access to their personal task-lists, violation histories, as well as property and business records directly from any mobile device equipped with AMANDA Mobile. Inspectors are able to complete and submit their inspection reports from the field and have the ability to print violation notices, attach pictures and capture signatures.

Complaint-Driven and Proactive Enforcement of Codes and By-laws

With AMANDA, staff can conduct risk based or complaint-driven inspections. Inspectors are given comprehensive access to codes and by-laws, GPS routing, property data and inspection history. They also have the ability to capture signatures, print reports and take photographs all while in the field.

Tracking of Deficiencies & Violations

AMANDA helps to mitigate risk through the efficient management of the history of deficiencies and violations. AMANDA also allows for controlled inheritance or cascading of any conditions established at the planning stage of a project to be enforced in subsequent stages such as Permitting and Code Enforcement.

Electronic Plans Submission and Review

With AMANDA, it's easy to share, distribute and review plans cooperatively across the organization and with external agencies. Reviewers can centrally view attached photos, plans, drawings, insurance information, and make use of mark-up tools to speed the review process.

Reporting & Business Intelligence

AMANDA provides real-time metrics and dashboards to help in identifying trends and to make timely business decisions. At the touch of a key, AMANDA produces reports along with a detailed audit trail report for internal verification.

GIS Integration

AMANDA provides integration with GIS systems enabling any detailed map of a parcel or a group of parcels to be easily displayed in AMANDA. Users can easily view, access and change property information to gain a holistic view of property and project data.

Helping Governments Succeed for Over 20 Years

CSDC has over 20 years of experience and a team of knowledgeable experts that have helped clients successfully deliver permitting and compliance solutions for their own agencies. CSDC's AMANDA platform has been in use at over 150 government agencies across North America and the Caribbean, serving over 12,000 active users and 40 million citizens. AMANDA is used by these agencies to deliver efficient citizen services, reduce risk, and enforce regulation. Contact us today and discover what we can do for you.

White Papers

Read and learn more about our AMANDA offering in our white papers section.

www.csdcsystems.com/resources

Case Studies

See how CSDC clients have implemented AMANDA to better serve their communities and staff.

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*"The **payback of using CityView** has been big for Grove City...Nearly 60 % of our inspections are now scheduled online [which resulted in] almost **4000 fewer inspections-related phone calls**.*

*CityView has dramatically improved the way we do business and allows us to increase the level of service that we provide to our citizens. **That's why we even named a street after the software.**"*

--Mike Boso, City of Grove City, OH

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HARRIS

IS THIS YOU?

“CityView’s flexibility has saved us thousands in training costs because new employees are up to speed in weeks, not months. In addition, we saved \$100,000 in revenue the first year we had CityView, over our old inflexible system. We have been able to deliver the same level of service to our citizens, with less staff...”

--John Meck,
Development Services
Manager, Rockingham
County, VA

- Can't find information
- Paper overload
- Manual processes
- Entering data multiple times
- Too much work, not enough time
- Current software is inefficient
- Inflexible software that can't be upgraded
- Misplaced construction plans
- Inaccurate cash collection
- Striving for greater efficiencies

“The value added is the cost savings from not having to pay the vendor for these changes. Therefore, we don't have to go through the process of asking for additional funding every time we need to improve our process and make changes in CityView. With the economy like it is, CityView lets us do more with less.”
--Ana Silbernagel, Permit Manager and Brenda Flowers, IT Sr. DBA; Cherokee County, GA



WE CAN HELP

Local Government Building, Planning, Licensing, Public Works and other departments use CityView to reduce customer call volume, shorten issuance times, increase citizen self-service, increase inspector productivity, and reduce paper and manual processes.



- Reduce call volume up to 60%
- Reduce permit turnaround up to 60%
- Recover tens of thousands in lost revenue
- Have trustworthy data
- Save each inspector an hour a day
- Pay for mobile in gas savings
- Never have out of date fees again
- Reduce liability
- Evolve the software yourself
- Report on anything
- Reduce paper storage by 80%

CITYVIEW SOLUTIONS

Property Information	Permits and Inspections	Code/Bylaw Enforcement	Planning	Licensing	Cashiering
Animal Licensing	Rental Housing	Service Requests	Cemetery Management	Parking Management	

“As a result of an information technology strategic plan, we identified the need to implement core business and government solutions that would meet current and future needs, based on emerging technologies, IT trends and best practices. After reviewing the market’s leading software solutions, we determined that CityView provided the most flexible solution to meet our diverse range of needs. CityView offered solutions such as cemetery and parking management in addition to permits and land management solutions. The depth of CityView’s configuration tools were a key factor in our decision to select it for our eGovernment solution.” - Steve Wilson, Project Manager, Chatham-Kent

Citizen Access Portal

CityView Portal provides constituents, contractors and businesses with the means to self-serve, improving their customer experience while aiding your productivity. Completely integrated with the CityView solutions, whether applying for a permit, submitting a complaint, paying for a license renewal or requesting an inspection, your CityView system has the information and triggers your response right away.

Electronic Plans Review

CityView Electronic Plans Review combines electronic submission, versioning and workflow capabilities with the vast functionality of Bluebeam Revu for integrated electronic plans review, management of marked up documents and online collaboration. CityView is an authorized reseller of Bluebeam products.

Entry Level Solution

CityView Xpress is the quickest and most inexpensive entry point into the exceptional operational and service benefits provided by CityView Community Development software. Its pre-configured workflows and business rules help streamline your processes to get you up and running in as little as 6 weeks.

“I love CityView, and I am their number 1 fan! I love the way CityView is always growing and having new features, and look forward to reading what neat new things come out with each release.”
--Pamela C. Costabile, Code Enforcement Manager, Augusta-Richmond County, GA



“Due to CityView’s flexibility and configuration tools, we don’t have to go back to our City Council to ask for money every time we need to make a change to the software, or add a new process. We know that we can be creative and use the CityView software to bring many different processes together cohesively – this is huge for us! If other government agencies take the time to invest in CityView today, it will deliver now and continue to deliver in the future.”

--Desiree Hourigan,
Applications Administrator,
City of Lee’s Summit, MO



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Report To: Board of Directors
Subject: Trans Canada Trail Update
Report No: 103-14
Date: November 19, 2014

RECOMMENDATION:

1. That this Report be received for information.

PURPOSE:

To provide Board members with a status update on the extension of the Gord Harry Trail, undertaken in 2013, in partnership with the Trans Canada Trail and Haldimand County.

BACKGROUND:

Initiated in 1992 as a project to celebrate Canada's 125th year, the Trans Canada Trail is one of the world's longest networks of multi-use recreational trails. Once fully connected, it will stretch nearly 24,000 kilometres from the Atlantic to the Pacific to the Arctic oceans, through every province and territory, linking Canadians in nearly 1,000 communities.

The Trans Canada Trail is made up of nearly 500 individual trails, each with unique and varied features. This contributes to the diversity and grandeur of Canada's national Trail. For day trips or multi-day adventures, the Trail offers countless opportunities to explore and discover.

The Gord Harry Trail is one of the trails deemed to be part of the Trans Canada Trail. This 13 km trail extends east to west across the Township of Wainfleet, along the former Grand Trunk Railway Corridor, running parallel to the Lake Erie shoreline.

In 2013, NPCA and Haldimand County entered into an agreement with the Trans Canada Trail to extend the Gord Harry Trail further along the former rail corridor, from Burkett Road in Wainfleet to Hutchinson Road, in Haldimand County, thereby filling a gap in the Trans Canada Trail.

Steele Contracting Inc. was awarded the contract to build the 2.4 km. extension. The total project budget was \$132,000, with 50% of the costs attributed to the Trans Canada Trail and the other 50% of the costs shared equally between NPCA and Haldimand County. The trail extension was completed in 2013 and officially opened to the public, May 1, 2014.

On November 7, 2014, Chair Bruce Timms and Vice Chair April Jeffs, along with Sheila Wilson from Haldimand County, participated in a ribbon-cutting ceremony to mark the installation of key signage and a new bench, at the trail entrance (photos attached). This ribbon cutting was a necessary step to attain the project funding. With that said, a cheque presentation is being planned at a future date to celebrate the trail.

The final funding report has been prepared and submitted to project partners for review and comment.

DISCUSSION:

The project serves an excellent example of working in partnership to achieve larger goals and objectives.


FINANCIAL IMPLICATIONS:

As NPCA provided upfront funding for the project, upon acceptance of the final report, NPCA will receive payment of \$99,000 from the other project partners. The money will be allocated to the Operations Capital Reserves.

RELATED REPORTS AND APPENDICES:

1. Photos from the Ribbon-cutting ceremony

Prepared by:



Name: Mark Brickell
Title: Project Manager

Reviewed by:



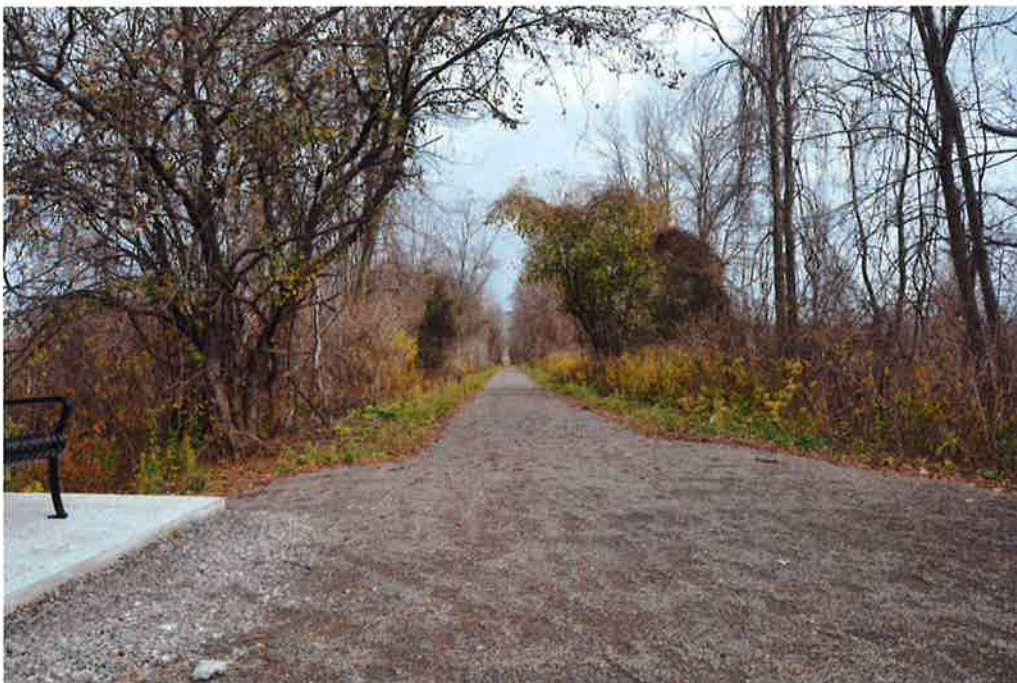
Name: David Barrick
Title: Senior Manager of Operations

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

Appendix



Report To: Board of Directors
Subject: St. Johns Centre Update
Report No: 104-14
Date: November 19, 2014

RECOMMENDATION:

1. That Report No. 104-14 be received for information.

PURPOSE:

At the June 18th Board meeting, following a discussion about the need to create a more financially sustainable operating model for the St. Johns Centre, the Board approved the following recommendations:

1. That Report CR-64-14 be RECEIVED and,
2. That staff be DIRECTED to further explore Option 7 and meet with representatives of the Niagara Catholic District School Board and report back their findings at the next NPCA Board meeting.

Option 7 read:

7. Leasing the property to the Niagara Catholic District School Board, much like the arrangement between NPCA and the District School Board of Niagara, at Woodend.

This report is provided to update Board members with respect to discussions with the Niagara Catholic District School Board, relating to the future of the St. Johns Centre.

BACKGROUND:

As indicated at the June 18th Board meeting, representatives of the Niagara Catholic District School Board, having been advised of the financial challenges related to the St. Johns Centre, indicated an interest in exploring the possibility of a relationship with NPCA, pertaining to the St. Johns Centre, like that shared between NPCA and the District School Board of Niagara, with respect to Woodend.

Following up as per direction from the Board, meetings were scheduled with senior representatives from the Niagara Catholic District School Board and culminated in a site visit to the St. Johns Centre on September 8th.

Eight representatives from NCDSB, representing various divisions and areas of interests, attended the site visit. It is fair to say that the level of interest was high. The senior NCDSB

representative indicated that his team would review its options fully and get back to NPCA in about a month's time.

On November 7th, NCDSB reported back that due to its own significant financial challenges, despite significant interest in the St. Johns property that it would not be possible to move forward, at this time.

NPCA staff expressed appreciation for the serious consideration given to this matter and also made it explicitly clear that this option would likely not be available in the future, subject to NPCA's next steps. The NCDSB representative acknowledged this reality and said he would keep NPCA informed, if anything changed.

Since that discussion, NPCA has reached out to the District School Board of Niagara to determine whether it has any interest in developing a more comprehensive partnership related to the St. Johns Centre.

DISCUSSION:

It is important to note, that NPCA continues to honour its commitments to both school boards, in support of educational programming, and will continue to do so until the end of the school year, June 2015. Beyond that, there are no further commitments.

Developing a financially sustainable operating model for this property continues to be a challenge. While steps taken by the Board have reduced cost pressures significantly, NPCA must assess the lessons learned when taking on a property of this nature.

In the meantime, NPCA staff are developing an updated range of options for the site and will be bringing a report to the Board, in January.

FINANCIAL IMPLICATIONS:

There are no immediate financial implications attached to this report. However, financial sustainability continues to be a challenge for this property.

Prepared by:



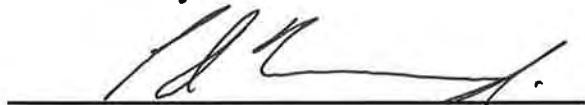
Name: Mark Brickell
Title: Project Manager

Reviewed by:



Name: David Barrick
Title: Senior Manager of Operations

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

REPORTS for Consideration

- ❖ REPORT NO. 105-14
- ❖ REPORT NO. 106-14
- ❖ REPORT NO. 107-14
- ❖ REPORT NO. 108-14
- ❖ REPORT NO. 109-14
- ❖ REPORT NO. 110-14
- ❖ REPORT NO. 111-14
- ❖ REPORT NO. 112-14
- ❖ REPORT NO. 113-14

November 19, 2014 Full Authority Meeting

Report To: Board of Directors
Subject: 2015 Operating & Capital Budget
Report No: 105-14
Date: November 19, 2014

RECOMMENDATION:

That Report No. 105-14 regarding the 2014 Budget Schedule and Guidance be received, and;

That the Ad Hoc Budget Review Committee be comprised of the Chairman, Vice-Chair, _____, _____ and _____.

Purpose:

The 2015 budget schedule as proposed by the Niagara Region will necessitate the NPCA adopting its preliminary budget at the December 17th Board meeting. Traditionally, the Conservation Authority has formed a Budget Review Committee consisting of the Chairman, Vice-Chairman and a minimum of 3 additional Board members to consider a preliminary budget for the concurrence of the Full Board. The following schedule is proposed to meet the above deadline.

November 19 th Board Meeting:	Establish Ad Hoc Budget Review Committee. Preliminary discussion to discuss guidance, challenges and direction.
Week of November 24 th :	Budget Review Committee 1 st meeting to consider staff report and preliminary budget.
Week of December 1 st :	Budget Review Committee 2 nd meeting to review the preliminary budget and develop a recommendation for the Board's consideration.
December 17 th , 2014:	Full Board to consider and approve the 2015 Preliminary Budget and 2016 and 2017 forecast for formal submission to the member municipalities.

GUIDANCE

At the time of preparing this report, the Niagara Region adopted a resolution requesting a limit of increases to 3.0% over 2014. There has been no indication of budget direction or guidance from the Haldimand County or the City of Hamilton at this time.

Discussion:

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

- The preliminary 2015 budget will be prepared with the assumption of maintaining current programming. The adoption of the preliminary budget in September will serve to confirm the levy requirements from the member municipalities; however the Board will have opportunity to make revisions up to the time when the final budget is approved early in 2016.
- The preliminary 2015 budget will be prepared with the assumption of an increase in funding of 3%.
- Salary increases will follow the compensation guidelines presented by Jim Hagar

Prepared by:



Name: Jeff Long

Title: Senior Manager, Corporate Services

Submitted by:



Carmen D'Angelo

Chief Administrative Officer

Secretary Treasurer

Report To: Board of Directors

Subject: Dispute Resolution Process

Report No: 106-14

Date: November 19, 2014

RECOMMENDATIONS

1. That Report No. 106-14 be received for information.
2. That the NPCA Board approve the Dispute Resolution Process for NPCA Staff Policy and Technical Decisions.

REPORT

Purpose

To bring forward a process to assist NPCA staff in resolving disputes pertaining to policy and technical issues specifically related to matters arising from NPCA Policies and Section 28 of the *Conservation Authorities Act*. This report outlines the principles and processes whereby NPCA staff will formally review potential issues that may arise regarding land use planning and NPCA permit applications.

Background

Alignment to NPCA's 2014-2017 Strategic Plan

Forming part of the NPCA's goal of achieving a streamlined, efficient delivery of its development review process, one of the objectives for 2014 was for the "Board to consider & adopt the dispute resolution process tool".

Principles / Process

Policy

Proponents have the right to have a recommendation and/or position of NPCA staff reviewed by Senior Management where a recommendation or position by an NPCA staff member significantly affects the feasibility (whether financial or otherwise) of a proposed active development application and the proponent believes the staff member is inaccurately:

- i. Applying NPCA policies/procedures and/or;
- ii. Assessing technical information related to a proposal.

Limitations

- i. This policy does not constitute a judicial process.
- ii. This policy cannot be relied upon nor utilized by Proponents that have already commenced works that are deemed to be in violation of NPCA's Regulation and have been served with a formal "Notice of Violation".
- iii. This policy does not replace nor preclude a Permit Applicants rights to a formal hearing as per section 28 of the *Conservation Authorities Act*.
- iv. This policy recognizes that the municipalities are the Approval Authority for land use planning applications under *The Planning Act* (e.g. subdivisions, site plans, consents, minor variances)

Informal Attempt to Resolve Disagreement

NPCA staff must always give the Proponent the opportunity to meet with staff to discuss and pursue a resolution of the issue through an informal resolution process, based upon unanimous agreement. Parties to the dispute will typically consist of the Proponent, his/her Technical Expert, the relevant NPCA Staff Member and their Supervisor/Manager. Where a dispute involves a Planning Act application, the appropriate municipal staff person is to be included in the informal resolution process.

Both Proponents and NPCA staff are always encouraged to first attempt to resolve disagreements through direct discussions. If participation in an informal process is declined by NPCA staff, the Proponent may proceed directly to the appropriate formal Dispute Resolution Process, as outlined in this policy (see Attachment #1).

Types of Management Review

There are two general review classes as follows;

- i. Review of NPCA Policy Interpretation and Application
- ii. Review of Assessments of Technical Information

Proponents are to decide on the central issue(s) in relation to their complaint and are encouraged to focus their request to one of these two review classes.

Dispute Resolution Process

1. If the informal attempt to resolve a disagreement between the Proponent and staff fails to produce a mutually acceptable outcome or option, the Proponent can present a brief but concise written request to the Director of Watershed Management ("Director") for consideration. The request for review shall be in writing and briefly set forth:
 - The nature of the dispute (e.g. Existing development within and adjacent to Valleylands)
 - The primary issue (e.g. inappropriate application of NPCA Policy # 3.25.4)
 - A brief summary of events (i.e. date of submission, date of discussion with staff)
 - The reasons why the NPCA staff recommendation or position should be changed.
2. The Director will then investigate and report on the specific issues of the disagreement. During the course of the investigation the Director will communicate with the Proponents, the Proponents consultant if appropriate and NPCA staff in an attempt to reach a mutually agreeable decision.

3. Should the disputed issue still not be resolved, the Director will provide the Chief Administrative Officer ("CAO") with an opinion as to the validity of the dispute and any recommendations or options that were proposed to resolve the matter. The CAO will work with the Director to investigate possible options to resolve the matter prior to taking it to the next level.
4. Should the matter remain unresolved, the CAO/Director will submit a written report to the NPCA Board ("Board") that will include possible options and any staff recommended actions required of the Proponent respecting the matter.
5. The Board will make a final decision on the matter.

Note: Formal review by Senior Management will not be processed if in the opinion of the CAO, that a meaningful attempt to pursue informal resolution was not first made by the proponent.

NPCA Board Oversight

If a Proponent is not satisfied with the CAO's decision it is their right to appear as a Delegation before the Full Authority Board to present their issue. The time frames, etc. for formalizing a request and appearing before the Board as a Delegation are detailed in the NPCA's most current *Policies, Procedures and Guidelines for the Administration of Ontario Regulation 155/06 and Land Use Planning Policy Document*, which is available on the NPCA website http://www.npca.ca/wp-content/uploads/Development_LandUsePolicy_Oct2011.pdf).

Financial/Program/Business Implications

N/A

REPORTS PERTINENT TO THIS MATTER

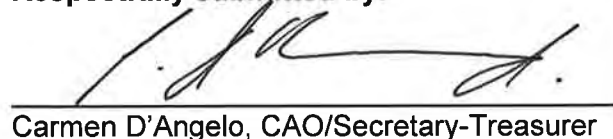
None.

Prepared by:



Peter Graham, P.Eng, Director, Watershed Management

Respectfully submitted by:



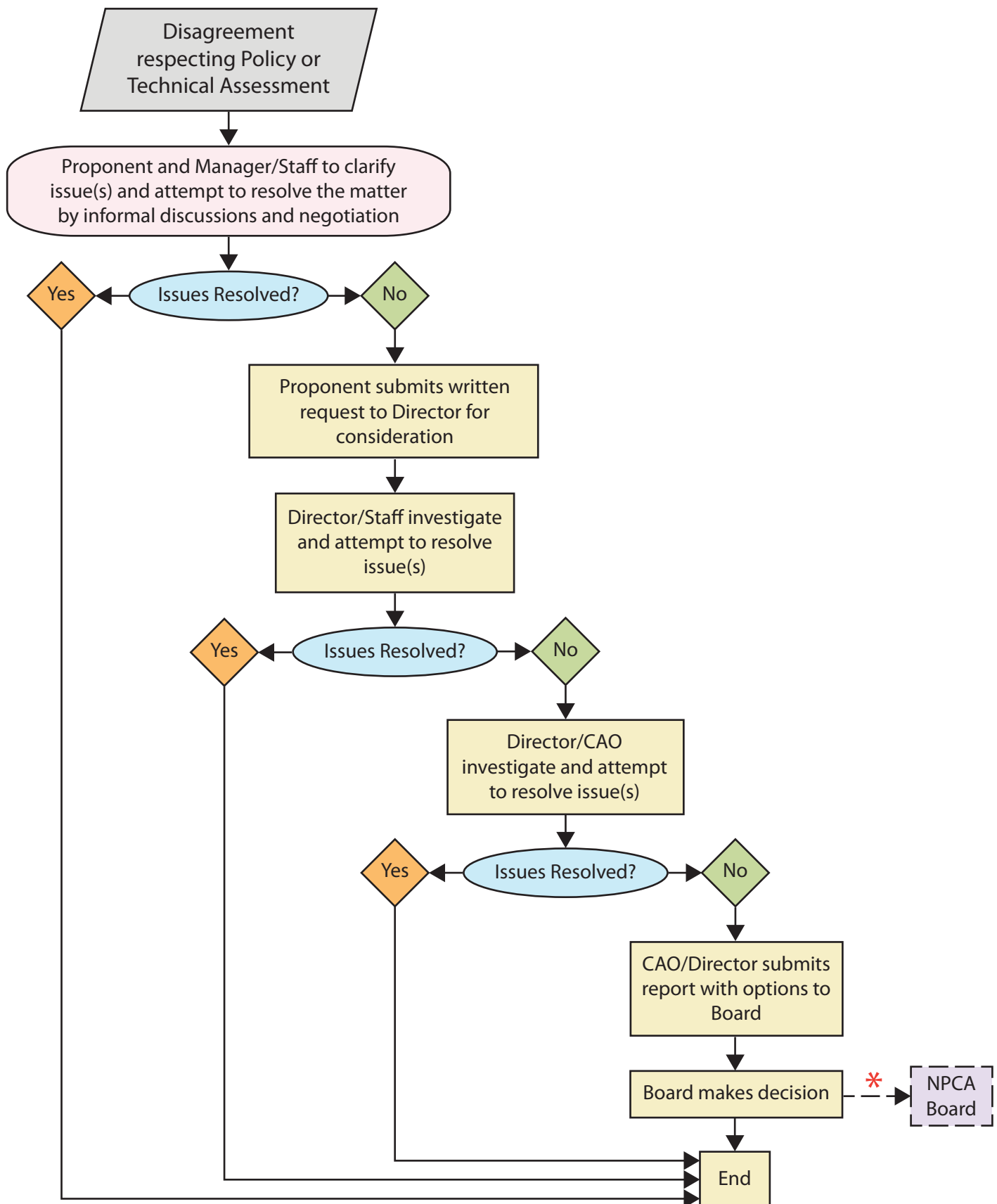
Carmen D'Angelo, CAO/Secretary-Treasurer

Attachments:

1. Dispute Resolution Process – NPCA Staff Policy & Technical Decisions

This report was prepared by Peter Graham, P.Eng. – Director, Watershed Management and reviewed by Suzanne McInnes – Manager, Plan Review and Regulations.

DISPUTE RESOLUTION PROCESS: NPCA Staff Policy & Technical Decisions



Report To: Board of Directors

Subject: Niagara River Remedial Action Plan Coordination Agreement 2014/15

Report No: 107-14

Date: November 19, 2014

RECOMMENDATION

That the Board approve the NPCA to continue to provide the Ministry of the Environment and Climate Change (MOECC) with coordination services for the implementation of the Niagara River Remedial Action Plan (RAP) through the approval of the 2014/15 RAP Agreement.

PURPOSE

The purpose of this report is to:

- Present the RAP agreement between MOECC and the NPCA (attached) to confirm the RAP coordination work plan and obtain MOECC funding (\$45,000.00) for the delivery of this client services agreement. Note that this agreement has been reviewed by legal counsel.
- Request NPCA Board approval to enter into the agreement with MOECC for the NPCA to continue to fulfill the role of RAP Coordinator.

BACKGROUND

The Great Lakes Water Quality Agreement was first signed in 1972 between Canada and the U.S. in order to restore and maintain the overall integrity of the Great Lakes Basin ecosystem, including water quality. In 1987, an amendment to the Agreement called for the development and implementation of Remedial Action Plans (RAPs) to restore ecosystem health at 43 identified Areas of Concern (AOCs) located within the Great Lakes Basin. The Niagara River was designated as one of the 43 AOCs, and thus required a Remedial Action Plan. The Niagara River received this designation owing to its degraded water quality, which limits the river's ability to provide beneficial uses to humans and wildlife. Examples of beneficial uses include recreational uses such as swimming at local beaches, and ecological uses such as fish and wildlife habitat.

The purpose of the Niagara River RAP is to identify major water quality concerns and take actions to resolve them. A RAP is developed in the following three stages:

- Stage 1 identifies and assesses use impairments;
- Stage 2 identifies proposed remedial actions and their method of implementation; and
- Stage 3 documents evidence that uses have been restored and communicates these results through extensive public engagement.

Once Stages 1 through 3 have been completed and the issues identified in the RAP have been addressed, the Niagara River AOC will be considered remediated or “delisted”. The Niagara River RAP is currently in the third and final stage of the RAP process, with a delisting goal of 2019. Further details of the history of the Niagara River RAP are provided in Appendix A.

DISCUSSION

The lead government agencies guiding the development of the Niagara River RAP in Ontario are Environment Canada and the Ontario Ministry of the Environment and Climate Change (MOECC). On April 14, 1999, the NPCA, assumed the role of Coordinator for the Niagara River Remedial Action Plan on behalf of the Province of Ontario and the Federal Government (refer to NPCA Report No. 16-99). The RAP Coordinator is the individual hired by the NPCA whose primary responsibility is that of providing secretariat support, coordinating stakeholder involvement and remedial actions for the Niagara River AOC.

Funding for RAP Coordination is shared jointly by both government agencies and they each have their own individual Client Services Agreement with the NPCA. Given the agreement between the NPCA and Environment Canada expires on March 31st, 2015 a new agreement will be forthcoming at that time.

The successes to date of the Niagara River RAP would not be possible without the cooperation of all government agencies and the active involvement of the public. Strong inter-agency partnerships and community commitment will continue to play an essential role as the Niagara River RAP advances through its third and final stage. It is anticipated that Stage 3 of the Niagara River RAP will be completed in 2019, at which time the AOC will be delisted. Long-term monitoring will continue beyond 2019 to ensure that the environmental health of the Niagara River and its tributaries continues to improve over time.

Addressing the remaining environmental issues facing the Niagara River will require the commitment and cooperation of all levels of governments, with the Niagara Peninsula Conservation Authority fulfilling a key role as RAP Coordinator.

FINANCIAL IMPLICATIONS

The requested funding contribution from MOECC is included in the 2014/15 budget.

ALIGNMENT TO NPCA's 2014-2017 STRATEGIC PLAN

The NPCA fulfills its mandate by advocating and implementing programs that improve the quality of lands and waters within its jurisdiction, and balancing conservation and sustainable development for future generations by engaging landowners, stakeholders and communities through collaboration.

RELATED REPORTS AND APPENDICES

1. 2014/15 Remedial Action Plan Funding Agreement
2. Appendix A - History and Background of Niagara River Remedial Action Plan (RAP)
3. NPCA Board Report No. 16-99

Prepared by:



Jocelyn Baker
Supervisor, Watershed Restoration

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:
Brian Wright, Manager, Watershed Projects*

Appendix A – History and Background of the Niagara River Remedial Action Plan (RAP)

The Niagara River is an integral part of the largest freshwater system on Earth: the Great Lakes Basin. Famous for its world renowned waterfalls, the Niagara River connects Lake Erie to Lake Ontario and carries with it water from lakes Superior, Huron and Michigan. The Niagara River is also an international waterway, connecting Canada to the United States along its 58-km length. The Niagara River accounts for 83% of the water flowing into Lake Ontario, which is a source of drinking water for millions of Ontarians. In the Niagara Region alone, approximately 130,000 people rely on Lake Ontario and the Niagara River for their drinking water. Other uses for the Niagara River include fish and wildlife habitat, recreational activities, power generation, and water for industry.

There is a long history of power generation and industrial development along the Niagara River. The advent of hydroelectric power harnessed from Niagara Falls led to the proliferation of chemical industries along the river. By the 1970s, there were approximately 700 chemical plants, steel mills, oil refineries and other industries discharging over 250 million U.S. gallons of wastewater into the Niagara River each day. As pollution levels increased and gained notoriety through well-publicized public health disasters such as Love Canal, pressure mounted from citizens, environmentalists and politicians to proactively address the severe degradation of the Niagara River.

The Great Lakes Water Quality Agreement, first signed in 1972, was renewed in 1978 to express the commitment of Canada and the U.S. to restore and maintain the overall integrity of the Great Lakes Basin ecosystem. In 1987, an amendment to the Agreement called for the development and implementation of Remedial Action Plans (RAPs) to restore ecosystem health at 43 Areas of Concern (AOCs) located within the Great Lakes Basin. That same year, the Niagara River was designated by federal and provincial governments as one of the 43 AOCs requiring a Remedial Action Plan. The Niagara River received this designation due to degraded water quality which limits the river's ability to provide beneficial uses to humans and wildlife. Examples of beneficial uses include recreational uses such as swimming at local beaches, and ecological uses such as fish and wildlife habitat.

The purpose of the Niagara River RAP is to identify major water quality concerns and take actions to resolve them. A RAP is developed in three stages:

- Stage 1 identifies and assesses use impairments;
- Stage 2 identifies proposed remedial actions and their method of implementation; and
- Stage 3 documents evidence that uses have been restored and communicates these results through extensive public engagement.

Once Stages 1 through 3 have been completed and the issues identified in the RAP have been addressed, the Niagara River AOC will be considered remediated or “delisted”. The Niagara River RAP is currently in the third and final stage of the RAP process, with a delisting goal of 2019.

Significant progress has been made in the Niagara River AOC since the RAP process was first initiated in 1987. Successes achieved over the past 25 years include significant improvements in water quality, and the clean-up of contaminated sediments. These successes have contributed volumes of new scientific information to the existing knowledge base, and have expanded our understanding of the river and its tributaries. The collaborative efforts of the Niagara River RAP have improved the overall health of the Niagara River, and enhanced its ability to support the human and wildlife populations which depend on it.

GRANT FUNDING AGREEMENT

THE AGREEMENT effective as of May 1, 2014.

B E T W E E N :

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of the Environment and Climate Change

(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:

"2007 COA" means the Canada-Ontario Agreement Respecting the Great Lakes Basin Ecosystem, effective the 25th day of June, 2007, as the same may be amended from time to time, being the agreement which formally documents the continued cooperative efforts to protect and clean up the Great Lakes.

"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 the BPSAA.

"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 forty-five thousand Canadian dollars (\$45,0000.00).

"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.

"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 it has:
- (a) the full power and authority to enter into the Agreement; and
 - (b) taken all necessary actions to authorize the execution of the Agreement.
- 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.
- 4.9 **Intellectual Property.** The Province is not the owner of any intellectual property generated as a result of the Agreement.

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, the cost of which exceeded \$1,000 at the time of purchase.

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 acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project or in a form otherwise approved by the Province.

"This project has received funding support from the Government of Ontario. Such support does not indicate endorsement by the Government of Ontario of the contents of this material."

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 as set out above.

8.3 **Announcements.** The Recipient shall not publicly announce receiving the Funds or anything to do with the Agreement until otherwise notified by the Province, including requesting the presence of the Minister of the Environment at one or more Project events.

8.4 **Use of Ontario logo.** The Recipient may only use the Ontario logo by requesting and obtaining written approval from 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 and its agents, appointees and employees.

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 the Environment and
Climate Change

West Central Region 119 King
Street West, 12th Floor
Hamilton, Ontario L8P 4 7

Attention: Cheriene Vieira
Great Lakes Advisor
Program Services Section

Fax: 905-521-7820
Email: cheriene.vieira@ontario.ca

To the Recipient:

Niagara Peninsula Conservation
Authority

250 Thorold Road West, 3rd Floor
Welland, Ontario L3C 3W2

Attention: Jocelyn Baker
Watershed Restoration Co-
ordinator, Water Management

Fax: 905-788-1121
Email: jbakker@npca.ca

- 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 35, 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

STEERING COMMITTEE

- 34.1 **Formation.** The Recipient shall establish a steering committee for this Agreement. The composition of the steering committee shall include at least one representative of the Ministry as defined in Schedule "A", one representative of the Recipient, one representative of Environment Canada, and other persons as the Recipient in its sole discretion determines appropriate.
- 34.2 **Composition.** The composition of the steering committee shall be structured by the Recipient so that the representatives of the Ministry as defined in Schedule "A" do not constitute the majority of the members of the committee. It is expressly agreed that no representative on the steering committee will have sole control or veto power over the steering committee.
- 34.3 **Meetings.** The steering committee comprising of the majority of its members shall meet on such occasions as may be required to address emerging issues, either in person or via teleconference, and may communicate via email to obtain consensus as is necessary.
- 34.4 **Oversight.** The steering committee will provide input to the overall management of the project for the matters that are referred to it by the Recipient.

ARTICLE 35 ENTIRE AGREEMENT

- 35.1 **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.
- 35.2 **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 Effective Date.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of the Environment and Climate
Change**

Name: Richard Raeburn-Gibson
Title: Assistant Director
Eastern Region

Date

Pursuant to delegated authority

Niagara Peninsula Conservation Authority

Name: Carmen D'Angelo
Title: CAO Secretary/Treasurer

Date

Name:
Title:

Date

I/We have authority to bind the Recipient.

SCHEDULE "A"

PROJECT DESCRIPTION AND TIMELINES

A.1 DEFINITIONS

In Schedule "A" the following words shall have the following meanings:

"AOC" means the Niagara River Area of Concern (Canadian), as designated by the 1987 Great Lakes Water Quality Agreement where there has been historical pollution which has caused environmental and other issues, known as Beneficial Use Impairments;

"BUI" means Beneficial Use Impairment, as described in the Niagara River RAP, Stage 2 Update, 2009;

"Great Lakes Water Quality Agreement (2012)" means the agreement signed by Canada and the United States and outlines commitments to restore and maintain the chemical, physical and biological integrity of the waters of the Great Lakes Basin Ecosystem:

"Lyons Creek East Monitored Natural Recovery Protocol" means an inter-agency agreement between the federal, provincial, Regional, municipal levels of government, the NPCA and the St. Lawrence Seaway Authority, to collaborate on the long-term protection, monitoring and awareness efforts regarding the contaminated sediment areas in Lyons Creek East.

"Ministry" means the Operations Division of the Ontario Ministry of the Environment and Climate Change presided over by the Province (MOECC);

"RAP" means the Remedial Action Plan for the Niagara River AOC, which is a plan to restore environmental conditions to a level that government and the stakeholders agree, is acceptable;

"RAP Coordinator" means the individual hired by the Recipient who will be responsible for providing secretariat support, coordinating stakeholder involvement and remedial actions for the Niagara River AOC;

"RAP Supervisor" means the individual hired by the Recipient who is responsible for managing and providing guidance to the RAP Coordinator;

"RAP Steering Committee" means the committee as described in Article 34 of the Agreement; and

"Work Plan" means the written work plan based on Section A.4.3 which has been approved by the Steering Committee;

A.2 BACKGROUND

MOECC COA funding and funds from Environment Canada (EC) support the Recipient in its role as RAP Coordinator for the Niagara River Remedial Action and the Lyons Creek East Contaminated Sediment Administrative Controls Protocol (salary, support for RAP related activities and administration).

A.3 PROJECT OBJECTIVE

The Recipient will coordinate stakeholder involvement and the implementation of priority actions through the Niagara River Remedial Action Plan for the Niagara River RAP. The RAP Coordinator will work with the Steering Committee and the RAP stakeholders to complete priority actions required to delist the AOC by meeting goals and targets outlined under the Canada-Ontario Agreement.

A.4 SCOPE OF PROJECT

A.4.1 Continuous Staffing of a RAP Supervisor for the duration of the contract

The Recipient will identify a staff member to serve in the RAP Supervisor position throughout the term of the Agreement.

A.4.2 Continuous Staffing of RAP Coordinator for the duration of the contract

The Recipient will ensure that the RAP Coordinator position remains staffed throughout the term of the Agreement. The Recipient shall promptly advertise and conduct a competitive process in order to select and hire a new RAP Coordinator, within 30 days of learning that the position has become or is about to become vacant. The job description for the position will be subject to the approval of the Steering Committee.

A.4.3 RAP Work Plan

A.4.3.1 Develop the Work Plan

The Recipient/RAP Coordinator will prepare a detailed Work Plan reflecting, but not limited to the tasks outlined in A.4.3.2 below for approval by the Steering Committee and implement the tasks.

A.4.3.2 Work Plan Tasks

Task 1 Serve as coordinator and contact for the Niagara River RAP

- a. Act as the single point of contact for information on: RAP initiatives and progress; the benefits to the community; and, technical and environmental study outcomes for external contacts, including the media, industry consultants, educators, NGO's, government, US contacts and other environmental organizations and members of the public.
- b. Achieve the annual project deliverables as set out in the Work Plan and funding agreement;
- c. Manage and schedule workload and responsibilities;
- d. Manage time and expenditures against the RAP Co-ordination budget;
- e. Manage Niagara River RAP (NRRAP) related correspondence and requests;
- f. Represent the NRRAP at relevant external meetings and events identified in the annual Work Plan;

- g. Present RAP updates at meetings, conferences or workshops inside and outside the AOC;
- h. Collaborate and liaise with U.S. Niagara River and Buffalo River RAPs; attend River Advisory Committee meetings; and, identify opportunities to work collaboratively on international initiatives, such as fish and wildlife projects, etc.
- i. Liaise with RAP-relevant resource management processes within the AOC, e.g. Niagara Water Strategy (NWS – where the RAP is represented on the WAG, i.e. Water Advisory Group,) and other Niagara Region Integrated Community Planning (ICP) initiatives, and the Niagara River Corridor Task Group established through the Great Lakes Fisheries Commission.
- j. Maintain RAP digital and hard-copy files;
- k. Organize and/or maintain pictures and reports of RAP public involvement events;
- l. Update RAP information on NPCA web site and add to inventory of RAP reports, Other Studies of Interest reports, PowerPoint presentations, etc., as required.

Task 2 Coordinate, track and report on projects being implemented in the Niagara River RAP

- a. Assist in implementing the BUI re-designation approach as laid out by COA-Management Committee.
- b. Teleconference with the Steering Committee on a regular (monthly) basis to report and discuss progress on deliverables and identify concerns regarding project deliverables, workload, or other substantive AOC issues.
- c. Coordinate, track and report on the activities of the various RAP implementation agencies with regard to projects identified in the Work Plan or aimed at achieving delisting targets.
- d. Update and reformat the multi-year RAP Work Plan (2010-2015) document to show actions that have been completed (and documented in a separate section of the document) and remaining implementation actions required to delist the AOC.
- e. Maintain and track the updated multi-year RAP Work Plan Excel spreadsheet that incorporates all actions required to achieve the restoration of beneficial uses within the AOC.
- f. Liaise with implementers & request progress reports/updates; for example, follow-up with NWS re: Queen's Royal Beach study on the *E. coli* pollution source; MOECC re: technical assessment for fish consumption restrictions BUI for Niagara River; EC re: Zooplankton/Phytoplankton BUI assessment; and, MNRF re: Niagara River fish populations BUI assessment.

Task 3 Provide project management & oversight of RAP implementation

- a. Provide project management and oversight of RAP implementation within a context of diverse, multi-jurisdictional Federal, Provincial and Municipal collaboration including reporting against the annual work plan to the Steering Committee.
- b. Liaise with multi-sectoral committees and agencies within the AOC to address RAP issues, as required;
- c. Facilitate RAP implementation by coordinating ad hoc technical working groups (as required), and the RAP Steering Committee;
- d. Coordinate peer reviews of BUI assessment reports, as required. (See #5 below)

Task 4 Participate in sourcing and allocation of funding for RAP implementation

- a. Liaise with RAP implementation partners to develop and ensure that proposals for Great

Lakes Sustainability Fund and other funding programs address delisting targets and remaining implementation actions.

- (i) Assist implementation partners with submissions for funding through federal, provincial, municipal and private partnerships for habitat, Niagara Peninsula Secretariat, municipal and other related projects as identified by the work plan.
- (ii) Advise RAP implementers on the release of new Great Lakes Sustainability Fund (federal) and Great Lakes Action Plan (provincial) related funding for the new COA.

Task 5 Prepare RAP-related project reports

- a. Prepare draft reports on Beneficial Use Impairment (BUI) assessments or other RAP matters for review by RAP technical teams and/or the Steering Committee. Identify, obtain and review pertinent technical information from relevant sources, provide interim updates on any challenges to be addressed by the technical teams or the Steering Committee.
- b. Work with lead COA agencies on reports, updates, etc. and respond to requests for information (e.g. COA report cards, etc.);
- c. Coordinate preparation of BUI assessment reports, indicated below:
 1. Fish Populations BUI assessment report:
 - 1.1 Liaise with MNRF on the status of Part 2 (expected March/14)
 - 1.2 Combine Part 1 with MNRF's Part 2 to produce complete BUI assessment report.
 - 1.3 Distribute to the Steering Committee for review and comments/edits on the final draft.
 - 1.4 Complete any requested/required revisions/edits for the final document.
 - 1.5 Coordinate report peer review, as required.
 2. Wildlife Populations BUI assessment report:
 - 2.1. Complete draft Part 1 of the document.
 - 2.2. Distribute to the Steering Committee for review and comments/edits, etc.
 - 2.3. Prepare Part 2 which will include the following:
 - 2.3.1. Incorporating (forthcoming) statement from Canadian Wildlife Services and details from other reports to address delisting criteria #5, #6 & #7 identified in the *Niagara River Remedial Action Plan Stage 2 Update (December 2009)* report.
 - 2.3.2. Incorporating technical assessment from Canadian Wildlife Services to address delisting criterion #4 identified in the *Niagara River Remedial Action Plan Stage 2 Update (December, 2009)* report.
 - 2.4. Distribute to the Steering Committee for review and comments/edits on the final draft.
 - 2.5. Complete any requested/required revisions/edits for the final document.
 - 2.6. Coordinate report peer review, if required.
 3. Benthos BUI assessment report:
 - 3.1. Distributed to the Steering Committee for review and comments/edits on the final draft.
 - 3.2. Complete any requested/required revisions/edits for the final document.
 - 3.3. Coordinate report peer review.
 4. Eutrophication BUI assessment report:
 - 4.1. Distributed to the Steering Committee for review and comments/edits on the final draft.
 - 4.2. Complete any requested/required revisions/edits suggested by the Steering Committee to prepare the final document.
 - 4.3. Coordinate report peer review.

5. Beach Closings BUI assessment report:

- 5.1. Complete Part 2 of the report and include results of enhanced monitoring in 2014
- 5.2. Distribute to the Steering Committee for review and comments/edits, etc.
- 5.3. Complete any requested/required revisions/edits for the final document.
- 5.4. Coordinate report peer review, if required

6. Fish & Wildlife Habitat BUI assessment report:

- 6.1. Distributed BUI assessment report to the Steering Committee for final review.
- 6.2. Coordinate report peer review, if required.

Task 6 Provide secretariat services

- a. Provide coordination and secretariat support to NRRAP committees, including the Steering Committee and task specific subcommittees or work groups. It is expected that there will be approximately up to 14 meetings annually. Responsibilities include agenda preparation and distribution, organization and payment for meeting rooms, refreshments, and the recording and distribution of meeting records.
- b. Convene quarterly RAP-related sub-committee meetings and monthly Steering Committee teleconferences;
- c. Maintain RAP files and a library of all RAP-related reports and documents on the NPCA premises.

Task 7 Serve as coordinator for implementation of the Lyons Creek East Contaminated Sediment Management Protocol

- a. Act as the lead contact in coordinating the Lyons Creek East Administrative Controls Protocol with affected agencies.

A.5 TIMELINES

The following are the timelines for the Project:

Project Initiative (Work)	Date
1. Serve as coordinator and contact for the Niagara River RAP	Ongoing
2. Coordinate, track and report on projects being implemented in the Niagara River RAP. 2. Teleconference with Steering Committee on a regular (monthly) basis to report and discuss progress on deliverables and identify concerns regarding project deliverables, workload, or other substantive AOC issues.	Steering Committee teleconferences: April 16, May 27, July 3, Sep.4, Nov.21, Dec.19, 2014 & Feb.19, March19, 2015.
3. Provide project management & oversight of RAP implementation <ul style="list-style-type: none"> Facilitate RAP implementation by coordinating various sub-committee meetings and the RAP Steering Committee; Liaise with implementers & request progress reports: Ongoing 	Quarterly sub-committee meetings: Mar.26 (brought forward - usually held in April), July 16, Oct.15, 2014 & Jan.21, 2015. Update report on monitoring re: Queen's Royal Beach requested & received from Niagara Region, July 15 MNRF's draft interim fish populations BUI assessment received July 15.
4. Participate in sourcing and allocation of funding for RAP implementation <ul style="list-style-type: none"> Interim (2014/15) report Final reporting 	December 01, 2014 March 15, 2015
5. Prepare RAP-related project reports <ul style="list-style-type: none"> BUI #6 (Benthos) assessment report Benthos final assessment report BUI #8 (Eutrophication) assessment report Eutrophication final assess. Report BUI #10 (Beach Closings) technical assessment for Queen's Royal Beach 	Peer review – Fall 2014 Winter 2014 Peer review – Fall 2014 Winter 2014 Technical report – anticipated Spring 2015
6. Provide secretariat services	Ongoing
7. Serve as coordinator for implementation of the Lyons Creek East Contaminated Sediment Management Protocol	Ongoing

A4.6 Project Participants

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

Participant Name & Title	Organization	Role / Responsibility
RAP Supervisor	Recipient - Niagara Peninsula Conservation Authority	Attend Steering Committee meetings, manage administrative components of funding agreement, supervise and provide support to the RAP Coordinator, as needed, approve interim, final and financial reports
RAP Coordinator	Recipient - Niagara Peninsula Conservation Authority	Coordinate implementation of RAP, including meetings of multi-stakeholders, the Steering Committee, and other RAP teams, prepare regular status reports and RAP documents.
MOECC Steering Committee member	Ministry	Funder and Steering Committee member-advisory only
EC Steering Committee member	Environment Canada	Funder (\$50,0000.00) and Steering Committee member-advisory only

SCHEDULE "B"

BUDGET

ELIGIBLE EXPENDITURE	AMOUNT
Contract and Professional services (RAP Coordinator)	\$41,418.00
Travel and field expenses (e.g travel to meetings/est. 6-9/month,)	\$1,949.00
Materials & Supplies (printing and office supplies)	\$600.00
Registration fees (Conferences, workshops)	\$1,033.00
TOTAL	\$45,000.00

SCHEDULE "C"

PAYMENT

MILESTONE	AMOUNT
Upon execution of Agreement and receipt of required invoice and insurance certificate	\$30,000.00
Following Province's approval of an acceptable progress report described in Schedule D and submission of second invoice.	\$10,000.00
Following Province's approval of Final Report as described in Schedule D and submission of final invoice.	\$5,000.00
TOTAL	\$45,000.00

SCHEDULE "D"

REPORTS

Name of Report	Due Date
1. Additional Funding Reports	An on-going obligation of the Recipient following the Recipient's receipt of additional funding for the Project
2. Interim Progress Report	December 1, 2014
3. Final Report	March 15, 2015
5. Other Reports as specified from time to time	On a date or dates specified by the Province.

Report Details

1. The Additional Funding Reports will set out:

- (i) names of other funding parties and details of their financial contributions including amount and brief description of work covered.

2. The Interim Progress Report will include:

- (i) actions undertaken to the date of the report and how they relate to the objectives of the Project;
- (ii) any Project milestones achieved within the reporting period and show how Project objectives / expectations have been met;
- (iii) any variances from the Project schedule, the reasons for such variances and the strategy used to correct the variances and achieve the Project objectives; and
- (iv) a statement confirming the Recipient is in compliance with the terms and conditions of the Agreement signed by the Chief Operating Officer, the Board chair or equivalent unless otherwise agreed to by the Province.

4. The Final Report will:

- (i) confirm that all work plan activities as described in Schedule A have been completed as agreed with the Recipient, discuss Project objectives / expectations, confirming that Project objectives / expectations were met, setting out lessons learned;
- (ii) include a final accounting of all Project expenditures signed by the Chief Financial Officer, and the Board chair or equivalent if applicable, or as otherwise agreed to by the Province, confirming actual Project expenditures and providing an explanation for any variances from the Budget;
- (iii) include an accounting of any unspent Funds and an explanation as to why there are remaining Funds;
- (iv) include a statement signed by the Chief Operating Officer, the Board chair or equivalent unless otherwise agreed to by the Province confirming Recipient compliance with the terms and conditions of the Agreement.

TO: Chairman and Members of the Authority

DATE: April 14, 1999

SUBJECT: NIAGARA RIVER REMEDIAL ACTION PLAN – COORDINATOR ROLE -
Report No. 16- 99

The Stage 2 document of the Niagara River Remedial Action Plan (RAP) was prepared in April of 1995 and contains 37 recommendations targeted to restore the Area of Concern (AOC) to a state where water quality degradation is alleviated and complete use of the river's resources can occur. The NPCA's own Rural Water Quality Program is focussed on certain Plan recommendations. A list of all the RAP recommendations is attached for your information.

Since implementation of the RAP in 1995, both the Federal and Provincial governments have experienced funding cutbacks in their programs which were developed to restore resources in the 42 AOC's within Ontario. As such, restoration has not progressed as intended at the beginning of this process.

In January of 1999, the Federal government (Environment Canada) approached the Authority to discuss the Remedial Action Plan and its implementation. Based on those discussions and subsequent discussions with the Provincial Ministry of the Environment, both governments realize the need for a coordinating body to oversee RAP implementation if Provincial and Federal targets in this regard are to be achieved. As such, it has been proposed that the NPCA serve as the lead coordinating body of the Niagara River Remedial Action Plan and both agencies have agreed to provide financial resources to the Authority.

Authority staff prepared a proposed budget for undertaking this role over a three-year period, at \$75,000.00 per year. Both government agencies have agreed to share these costs (\$50,000 by Environment Canada & \$25,000 by the Ministry of the Environment) and allocate the appropriate funds to Authority

Authority staff believe that there are many similarities between the Remedial Action Plan, our Rural Water Quality Program and the Welland River Watershed Strategy. As of the RAP coordinator, the Authority can work to ensure that all sectors of the Peninsula are working together to ensure that the degraded state of our natural resources is improved. The Committee structure created through the Strategy exercise can also be used to provide the monitoring and public input to the RAP to ensure that all levels of government are accountable. In addition, this renewed commitment to the Niagara River AOC by the two upper levels of government is seen as encouraging and beneficial to the Niagara Peninsula, as a whole.

Authority staff are recommending the approval of the Board of Directors to undertake this role. Subsequent to receiving Board approval, a formal agreement between all parties will be executed.

RECOMMENDATION:

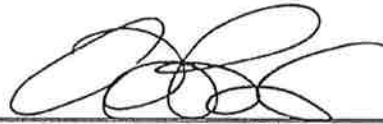
That Staff Report No. 16-99 regarding the Niagara River Remedial Action Plan – Coordinator Role be received; and

That Conservation Authority agree to assume the role of Coordinator of the Remedial Action Plan for a 3 year time frame subject to the commitment of annual funding from the Federal and Provincial partners; and

That staff be authorized to enter into an appropriate agreement for this program.

Prepared by: Katherine J. Menyes, Co-ordinator Watershed Management

Respectfully Submitted by:



Andrew L. Burt, General Manager/Secretary-Treasurer

Report To: Board of Directors

Subject: Website Redesign Request for Proposal

Report No: 108-14

Date: November 17, 2014

RECOMMENDATION:

1. Recommendation #1 – The Board provide direction to issue the Website Re-design Request for Proposal and assess respondents in accordance with the recommended evaluation criteria.
2. Recommendation #2 – The Board approve a budget of \$35,000 to be used for the redesign, development and implementation of a NPCA website that achieves the desired results a set out in the RFP.

PURPOSE:

The purpose of this report is to advise the Board of the growing deficiencies of the current NPCA websites and the limitations they create in providing current and future solutions in community access to NPCA services and programs and improve NPCA profile. The NPCA has several concurrent websites that requires integration and adoption of a unified corporate identity standard. Additionally, the website must offer a fully functional reservation system for all NPCA sites and venues that is supportive of an e-commerce strategy to enhance the user experience and maximize revenue opportunities.

This proposal is consistent with the strategic plan goal to develop opportunities that deliver effective communication with stakeholders & public. Strategic Plan alignment will be achieved by using the NPCA website to strengthen connections and encourage information sharing to encourage commitment and involvement.

BACKGROUND:

The current Niagara Peninsula Conservation Authority website is no longer adequate in communicating information about and for the organization, resulting in a loss of marketing opportunities for our services and programming, assisting the community in our processes, communicating our community outreach initiatives, and raising awareness of our mandate. Further, our website is not user friendly and intuitive, and a key business driver, rental and campsite reservations, relies on third party administration of that process, with a direct loss to the NPCA in the form of revenue and customer information.

Community outreach and engagement starts with the ease of use to find and understand our organization, services and programs, and visiting our conservation areas. A good website is one that focuses on meeting expectations and is found to have value to the prospective

client/customer by driving results. Our website is out of date, limited in what can be added as new content, relies on Niagara Region for hosting subject to their security and server access rules, has no real content management system or analytics, and is not responsive or mobile friendly. Therefore it cannot assist in developing marketing opportunities based on the predominant reason the site is visited, recreation.

For our website to be an asset we need to know who's visiting your website, how long they spend on the site, how they arrived, and what pages they visit. We should be able to calculate the value of each click, visit, action, and conversion. The website needs to offer landing pages for specific products and promotions in this internet-dominated world.

- The website should communicate clearly and interactively so users understand the NPCA and are quickly convinced the site is worthwhile.
- The website should provide information users want, make it easy for the user to determine our services/programs/information is of value to them, and encourages engagement in that service/program or information at a single source access which is integrated and comprehensive.
- Offer simple, consistent page design, clear intuitive navigation and information architecture puts things where the user would expect to find them.
- Encourages self-service and point of sale through the website as a service enhancement.

DISCUSSION:

A website with purpose will ensure it has the desired impact. Therefore the first step is to define its purpose to accomplish the business goals of the site whether to inform and educate, sell programs or services, raise the NPCA's profile, build community engagement or facilitate a process.

To ensure our website furthers its purpose, we will need to develop a plan in the form of an RFP (request for proposal). The RFP describes each area of our future site, how it works and what business goal it serves. Ideally, the RFP should address the following:

- Website purpose
- Target audiences
- Design considerations
- Navigation
- User or account login requirements
- Audio/visual elements
- Robust reservation processing system
- e-commerce capable
- Search engine optimization requirements
- Hosting and maintenance
- Not-to-exceed cost
- Development schedule with deadlines and launch date
- Management structure

The well-prepared specifications in the RFP will detail the expectations of the NPCA with respect to building of website solicit bids from website developers, and relying on internal expertise and resources manage the project and ensure the site conforms to our vision

FINANCIAL IMPLICATIONS:

Based on research of other comparable Conservation Area website development projects, a budget of \$35,000 is requested to ensure the necessary resources are in place to successfully develop and implement the re-designed website with appropriate reservation capabilities.

Year	No. of Reservations Processed	Fees Paid to Mediamix
2014	1460	\$16,499.13
2013	1309	\$14,799.61
2012	1375	\$15,545.59
2011	1339	\$15,132.96
	TOTAL	\$61,977.29

Savings realized from cost avoidance of the Media Mix fees charged per reservation transaction will fund the web site re-design and reservation system within two years based on above cost history. This strategy should prove a reasonable and realistic return on investment as a funding mens first, and then result in revenue to the NPCA in the third year.

RELATED REPORTS AND APPENDICES:

1. Appendix A – Request for Proposal – Website Re-development & Implementation

Prepared by:


Name: Jim Hagar
Title: HR Specialist

Reviewed by:


Name: Jeff Long
Title: Sr. Manager, Corporate Services

Submitted by:


Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

This report was prepared with the consultative input from: Geoff Verkade, Supervisor, GIS and Michael Reles, Communications Specialist



**NIAGARA PENINSULA
CONSERVATION
AUTHORITY**

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

REQUEST FOR PROPOSAL

FOR

WEBSITE DESIGN\REDESIGN DEVELOPMENT AND IMPLEMENTATION

RFP Date

November 24, 2014

Proposal Submission

Monday December 8, 2014 at 4:00pm local time

TABLE OF CONTENTS

- 1) Introduction and Scope of Project, Contact Information
- 2) Web Site Objectives
- 3) Existing Websites
- 4) General and Desired Enhancements
- 5) Service to be Provided.
- 6) Other Requirements and Features
- 7) Start and Completion
- 8) Services Required after Selection
- 9) Requested Information and Proposal Format
- 10) Proposal Evaluation/Selection Process
- 11) Evaluation and Selection Criteria
- 12) Final Selection
- 13) Consultant Agreement
- 14) General Terms and Conditions
- 15)

1. Introduction and Scope of Project

The Niagara Peninsula Conservation Authority has the mandate: *“The objects of an authority are to establish and undertake, in an 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

The Niagara Peninsula Conservation Authority is seeking the services of an experienced website design firm to re-design, develop and implement the Niagara Peninsula Conservation Authority's website to enhance its image through modern, attractive and easy to use web pages. This project will involve utilizing posted information on the existing website as well as the implementation of new information, products, features and community outreach as suggested by the Niagara Peninsula Conservation Authority and the firm selected. This content must cover conservation areas and watershed management information provided in most instances as HTML content. We envision the website being re-developed over the next 2 months following selection of the website developer vendor.

The Niagara Peninsula Conservation Authority's existing internet website is (www.npca.ca) which contains general Niagara Peninsula Conservation Authority information including separate pages for Niagara Peninsula Conservation Authority departments, a camp site reservation system, events and functions, along with an additional site (www.ballsfalls.ca) specific to that conservation area. The NPCA also provides websites in conjunction with the Ministry of Environment providing information pertaining to water source protection, community partners involved with the Niagara Children's Water Festival, and a number of sub-domain sites. The Niagara Peninsula Conservation Authority is committed to offering a premiere website that is designed to offer ease of use from the view point of our local Niagara region residents, and those individuals interested in visiting Niagara and are investigating the amenities of our conservation areas as part of their itinerary.

The Niagara Peninsula Conservation Authority is interested in an innovative design that aids website visitors who generally know what information they need or service they want to secure. The site must also equally facilitate usage by visitors who may not understand how to find the information or services, environmental programs and facilities within the organization's various conservation areas. The website should display information, news updates, booking forms/reservations, membership applications, permits, program listings and sponsored events.

In addition, it is the Niagara Peninsula Conservation Authority's intention to expand the current usefulness of the website, and future needs and functionality should be demonstrated in the

proposal. The Niagara Peninsula Conservation Authority is committed to being available to provide information and support to respondents and will be actively involved in providing information and support throughout the re-design process. The successful candidates must have substantial experience in website design, development and implementation.

Contact Information

Niagara Peninsula Conservation Authority
Attention: Jeff Long
250 Thorold Road, 3rd Floor
Welland, Ontario.
L3K 3C8
jlong@npca.ca

2. Website Objectives

The goal of the Niagara Peninsula Conservation Authority's website is to provide simple, intuitive electronic access to public services, serve as a public communications tool and to streamline business operations. The current site structure requires redesign to take advantage of new elements and growing demand for electronic services. The redesigned site should have a theme promoting the Niagara Peninsula Conservation Authority with a friendly and professional feel.

The combining the various Niagara Peninsula Conservation Authority websites into one common look and feel is a mandatory part of this process. All content located on these sites will migrate to the new site with easy access and use. An interactive knowledge management database would allow the Niagara Peninsula Conservation Authority to enhance its leadership role in providing environmental information to watershed residents and the public at large.

The Niagara Peninsula Conservation Authority's preferred website model calls for authorized Niagara Peninsula Conservation Authority staff to have the ability to perform routine content management related to routine information such as the posting of meeting dates, agendas, minutes, departmental events, community outreach initiatives, calendar of events, removing old and outdated information and general noticing. A Staff webmaster(s) should have more comprehensive ability to provide quality control and the ability to update non-routine information. Therefore, a system needs to be structured for maintenance and updating capabilities by non-technical staff. The Niagara Peninsula Conservation Authority is interested in a content management process and is open to ideas on how best to accomplish this aspect of the website.

The Niagara Peninsula Conservation Authority's website should provide easy access to Niagara Peninsula Conservation Authority services, be adaptable to current and changing technology, provide content management capability for Niagara Peninsula Conservation Authority Staff and be used as a public communications tool. The website shall meet the following criteria.

- Visually appealing - The site must have an attractive mix of text, photos and graphics that features clean layouts and easy navigation.

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NPCA Website Design/Re-design & Implementation

- Provide easy electronic access to public information for use by the target audience.
- Easily updated, with a content management system (CMS) and integrate with a customer relations management system
- Provide easy to use reservation system to reserve camp sites, weddings or other activities/programs at our conservation areas, with virtual tour capabilities.
- Respondent should list the software that would be used to create the site including all graphics software and recommend software and licenses that the Niagara Peninsula Conservation Authority will need to purchase for the continued maintenance of the website.
- Provide the public with an alternative means of communicating with Niagara Peninsula Conservation Authority Officials and staff.
- Enhance delivery and awareness of public services and facilitate a clearly accessible process for public inquiry.
- The site will provide a comprehensive 24/7 Niagara Peninsula Conservation Authority identity and presence.
- Provide pages for all Niagara Peninsula Conservation Authority programs, services, information, weather notices, and functions.
- Facilitate e-commerce transactions when purchasing goods and services from the Niagara Peninsula Conservation Authority.
- Provide an opportunity to integrate a customer relationship management system

The information on the Niagara Peninsula Conservation Authority website should be directed towards the Niagara Peninsula Conservation Authority's citizens, visitors, potential visitors, residents outside of the Niagara region, other government agencies, civic groups, associations, youth and senior citizen groups, developers, and any person or agency seeking to conduct business with, or obtain information about, the Niagara Peninsula Conservation Authority.

The website should allow the Niagara Peninsula Conservation Authority to continue to manage a large amount of technical and scientific information presented in a user friendly format, be interesting, easy to navigate and interactive with the latest information and services to encourage users to return to the site.

3. Existing Websites

- 1) Niagara Peninsula Conservation Authority - www.npca.ca
- 2) www.ballsfalls.ca
- 3) source protection website (recently redone with MOE SWP funds)
- 4) Niagara Children's Water Festival - www.niagarachildrenswaterfestival.com
- 5) several associated subdomain websites we manage ourselves, such as the HydroServe -

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4. General and Desired Enhancements

Re-create and greatly enhance the Niagara Peninsula Conservation Authority's existing websites to be resourceful, informative, and serve as a marketing asset that provides a citizen/business friendly environment which emphasizes access to Niagara Peninsula Conservation Authority services, departments, facilities and recreational opportunities.

The purpose of this exercise is to combine the two existing websites and content into one interactive and easy to navigate one stop shopping experience. This RFP does not in any way suggest that any of the present code must be saved, as a complete rewrite is an option.

Create a consistent and standardized format and enhanced graphical look for all pages; thereby establishing a unified theme throughout the Niagara Peninsula Conservation Authority's website. However, the established theme should also provide the flexibility to allow for different Niagara Peninsula Conservation Authority functions and some level of individuality and/or functionality between Niagara Peninsula Conservation Authority functions and departments.

For ease of use, the Niagara Peninsula Conservation Authority's website must provide consistent orientation and navigational aids, such as hierarchical menus that tell users how deep they are into a topic or subtopic as well as a homepage link or icon on each page in the same position.

Allow for interactivity through e-mail response, surveys, feedback, forms and access to various Niagara Peninsula Conservation Authority corporate governance calendars.

Allow for search capabilities using existing search engines and/or create a database with stronger functionality.

Although the Niagara Peninsula Conservation Authority has some specific requirements, we are also interested in your ideas for content, and more specifically, your approach in re-designing the style of the Niagara Peninsula Conservation Authority's website. We encourage respondents to consider and propose alternative solutions, recommendations and improvements.

5. Services to be Provided

The website must provide for high-speed upload/download response times for both low and high speed computers that are used by the average citizen.

The site must be compatible with current versions of commonly used Internet browsers. Please identify proposed compatibility with your response.

The Niagara Peninsula Conservation Authority must provide the same level of service to individuals with visual, hearing, motor, cognitive disability that we do to the general public. The Niagara Peninsula Conservation Authority expects respondents to offer suggestions

regarding accessibility.

The site will provide access to all calendars, documents and links presently available on the two sites. This may be achieved through amalgamation of the applications or separate integration into the new site.

6. Other Requirements and Features

- Cross-reference information should be hyperlinked from page to page within the website with the Home Page link always visible.
- Information currently provided on the website must be included in the proposal.
- The proposal should include a comprehensive timeline for each phase of the website re-design, including meetings with Niagara Peninsula Conservation Authority staff, re-design, development, draft presentation, implementation and training.
- Graphical files should be relative to the site and provide for quickest loading. The vendor must integrate the graphics that are supplied by the Niagara Peninsula Conservation Authority as directed by the CAO/Senior Management Team/Board of Directors.
- The site must be designed for continuous operation 24 hours a day, 7 days a week with exception for times of scheduled maintenance.
- The proposal should include basic training to enable NPCA staff who will have access to specific content to update their information consistent with a corporate standard and procedure.
- The search engine must be built on the latest technology such as HTML5. This is a critical part of the RFP acceptance and the final web design approval process.
- The Niagara Peninsula Conservation Authority is the sole owner of the web design code, content and graphics.
- Site content management will allow the Niagara Peninsula Conservation Authority web master to add, delete, or edit the site text and graphics without having to format special pages and upload through File Transfer Protocol. All content is to be stored by file in a simple database hierarchy. The database content should allow for NPCA specific search mechanism that does not require second party programming.
- Reservation system must be accessible by both NPCA staff and customers to all programming, services, ticket sales, memberships and facilities through the same on-line application which allows visitors to reserve and potentially pay for programming and reservations. System will need to link to database storing all relevant program and rental availability information and potentially direct reservation payment to proper accounts. The reservation would be confirmed and the visitor automatically linked to a secure real-time credit/debit card payment system, and once payment is confirmed, linked back to NPCA website where reservation record will be available by e-mail and printable form.

7. Start and Completion

Please complete the following table with the dates, comments and expectations for each phase as you see the project unfolding with each phase is your vision of the project explained.

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NPCA Website Design/Re-design & Implementation

Timelines are an important part of this process with the delivery date and implementation major considerations during the selection process.

	Date	Comments
Start Date		
Phase 1		
Phase 2		
Initial draft website design templates		
Phase 4		
Phase 5		
Completion Date		

8. Services Required after Selection

- a) The selected web designer may be required to meet with senior staff or Niagara Peninsula Conservation Authority representatives during the process.
- b) The selected firm's representatives will be required to meet regularly with the Niagara Peninsula Conservation Authority's project manager and/or representatives to discuss and plan the project(s) and provide progress reports as needed.

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- c) The contractor must work directly with the departments to deal with the specific needs of the department. The successful respondent will be required to meet the representatives from each department to determine a final list of information to be presented and agree on a final layout for those department's web pages.
- d) Initial draft website design templates and site maps, will be provided to the Niagara Peninsula Conservation Authority within the guidelines stated in the START AND COMPLETION table.
- e) A testing period and subsequent acceptance testing period, either period not to exceed 15 business days, shall be provided, during which the Niagara Peninsula Conservation Authority may evaluate the website on Niagara Peninsula Conservation Authority property to ensure satisfaction with the website functions and conformance with the RFP. At the completion of each testing period, a letter of acceptance or failure will be provided to the firm selected. Items requiring correction at either testing period must be corrected within 15 calendar days by the firm selected.
- f) An on-going requirement will be to provide trouble shooting/consultant role.

9. Requested Information and Proposal Format

This section instructs respondents on procedures related to the submission of proposals.

- a) The title page of the proposal must contain your firm's name, address, telephone number, principal contact, fax number and email address.
- b) The proposal should include an estimated summary timeline for completion of each phase of the project. This should be as realistic as possible since this will be part of the contractual agreement.
- c) A detailed work plan describing your approach to designing, managing and coordinating this project. The description should include all tasks listed in the scope of work for all phases of the project and a tentative schedule.
- d) Collection of information. Please state how you intend to gather all the required information, format preferred, and assistance expected from the Niagara Peninsula Conservation Authority in order to complete this project.
- e) Years of experience related to website design. Provide a list of comparable websites, including municipalities and governmental agencies, designed by your business. Include the website address, company/agency contact person, address, telephone number, and hard copies of the Home Pages. These companies/agencies may be contacted for references.

- f) Enclose a section on relevant website development experience and information on the extent of your firm's abilities to meet the needs of this project. Please provide a sample of what you envision as the home page for the site.
- g) The proposal should contain the total project cost, as well as detailed "line item" costs for components/phases of the project. All hourly rates and fees, charges, costs and anticipated reimbursable costs must be clearly stated.
- h) Specific Terms of Reference:
- Respondents will be required to provide all appropriate proof of expertise, testimonials and client references as separate documents when filing the proposal, and are requested to sign the RFP
 - The successful bidder will warranty their work for at least 12 months with appropriate technical customer assistance. Thereafter, standard service contracts will apply if requested.
 - The successful bidder will allot the Niagara Peninsula Conservation Authority staff thirty days to soft test all website components considered deliverables under the terms of this Request for Proposal. Such testing will be done in a live web environment provided by vendor prior to uploading to the NPCA website and links established.
 - The NPCA will hold back 30% of the contract amount until the NPCA is satisfied with functionality of all software, graphic look and feel of content is delivered as part of this proposal and training on content management tools is delivered as part of this proposal.
 - The successful bidder will be responsible for liaising with representatives within the Niagara Peninsula Conservation Authority to ensure all web applications and technical requirements of this web development proposal can be managed and are appropriate. The names of these representatives will be provided to the successful bidder by the NPCA.
 - If pre-production costs are contractually warranted to be paid in advance of development work to the successful bidder by the Niagara Peninsula Conservation Authority, they will not exceed 25% of the total value of the contract.
 - Intellectual property, all content deliverables and copyrights will be vested with the Niagara Peninsula Conservation Authority as part of this proposal by the successful bidder.
 - The successful consulting firm(s) must be prepared to sign a contractual agreement.
 - Successful consulting firm(s) will be required to report staff biographies and credentials.

i) **All proposals must be sealed and submitted to:**

**Jeff Long, Sr. Manager, Corporate Services
Niagara Peninsula Conservation Authority
3rd Floor, 250 Thorold Road,
Welland, Ontario L3C 3W2**

All proposals must be submitted on or before 4:00 p.m. on Monday December 8, 2014 at 4:00pm local time.

Requests for Proposals (RFP's) received later than the time specified will not be accepted, regardless of the postal seal date. RFP's must be plainly marked to reveal the contents and the submitters name and address. RFP's received after this time will be unopened and destroyed.

10. Proposal Evaluation/Selection Process

This section defines the proposal format to be used by respondents. All proposals shall be submitted in the format outlined herein. In preparing submissions, respondents should describe in detail the services proposed to be provided and how service delivery will be accomplished.

Respondents should also identify equipment requirements and the cost of providing website design for each category identified. The minimum levels of services to be provided are described in this RFP.

The Niagara Peninsula Conservation Authority will receive competitive proposals from firms having specific experience and qualifications in the areas identified in this solicitation. Under competitive negotiation procedures, the terms of the service contract, the price of the service, the method of service delivery, and the conditions of performance are all negotiable. A negotiated contract will be awarded to the agency that best meets the proposed needs at a reasonable price, not necessarily at the lowest price.

Proposals must contain descriptions of the agency's experience and abilities to perform pursuant to the Niagara Peninsula Conservation Website Objectives. Unless otherwise stated, all proposals shall address each criteria identified in the following subsection.

11. Evaluation and Selection Criteria

The Niagara Peninsula Conservation Authority's Website Administrator and a committee of individuals selected by the CAO shall review and evaluate all proposals, and if appropriate, request a preliminary concept for the design and navigation of the Niagara Peninsula Conservation Authority's Web site. Evaluation of responses will be based, in part, on the following criteria:

a) Qualifications of respondent, including:

- Demonstrated competence and professional qualifications necessary for successfully performing the work required by the Niagara Peninsula Conservation Authority as stated in the RFP.
- Qualifications of project manager.
- Recent experience in successfully performing similar services, and the background skills and experience of the specific individuals to be assigned to this project.
- Experience in content management website construction. Preference will be given

to respondents who have developed successful websites for other municipalities and/or government agencies. Please list the URL of any website you have developed for said agencies.

- Demonstrated creativity in governmental website development.
- b) Clear organization and understanding of the work required by the Niagara Peninsula Conservation Authority.
- c) Value/Benefit of the Respondent's proposal to/for the Niagara Peninsula Conservation Authority.
- d) The quality, appropriateness and completeness of proposed approach, budget allocation and work schedule to deliver the specific requirements of the RFP.
- e) Demonstrated knowledge and experience working with community based groups and organizations in developing and marketing recreational facilities and environmental agencies;
- f) Quality examples of previous work submitted and references.
- g) Cost/Budget - broken down by phase and type of work.
- h) Extent to which the design concept reflects the objectives noted in this RFP.
- i) New equipment or license requirements that may affect short-term and long-term costs.
- j) Evidence of ability to perform. Before the award of any contract, each respondent may be required to demonstrate to the satisfaction of the Niagara Peninsula Conservation Authority, NPCA Board of Directors, or the designated committee, that it has the necessary facilities, ability, and resources to provide the services specified herein within the timeline required. The Niagara Peninsula Conservation Authority may make reasonable requests deemed necessary and proper to determine the scope-of-work, and the respondent shall furnish to the Niagara Peninsula Conservation Authority with all information for this purpose.

12. Final Selection

Following the review of the proposals, presentation and interviews, the Niagara Peninsula Conservation Authority may further invite those submitting proposals to formally meet with Niagara Peninsula Conservation Authority representatives/project team prior to making a final determination to address additional inquiries by the Niagara Peninsula Conservation Authority and to discuss and/or negotiate terms and conditions for a final contract. Factors that will determine the final selection will include the finalization of terms in regards to service agreements and costs. However, the Niagara Peninsula Conservation Authority reserves the right to reject any or all quotations.

13. Consultant Agreement

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NPCA Website Design/Re-design & Implementation

The Niagara Peninsula Conservation Authority reserves the right to hold negotiations with the preferred consulting firm, including, but not limited to, such matters as:
Consulting firm, including, but not limited to, matters such as:

- Price
- Changes in content
- Contract details
- Contract payment details
- Expectations of the parties applicable to the assignment requirements

Any and all changes to the RFP required before the proposal closing will be issued in the form of a written Addendum. If Addenda are issued, their receipt must be acknowledged by the proponents in the applicable section of the Proposal Form. The Niagara Peninsula Conservation Authority will assume no responsibility for oral instructions or suggestions. Please fax or e-mail back confirmation of Addenda. Failure to acknowledge addendums may result in the proposal being rejected.

If an agreement cannot be negotiated with the preferred consulting firm, the Niagara Peninsula Conservation Authority may terminate negotiations with the Consultant and negotiate an agreement with another Consultant selected in accordance with the evaluation procedure, or may choose to terminate the RFP process and not enter into a contract with any of the respondent to the RFP.

The Niagara Peninsula Conservation Authority shall not be obligated in any manner to any Consultant whatsoever until an agreement has been duly executed relating to an approved proposal.

The Niagara Peninsula Conservation Authority reserves the right to modify the RFP at any time during the negotiation phase with the preferred Consultant without notification to the other respondents to the RFP.

The award of this contract is subject to availability of funds.

The successful consultant shall be issued a contract from the Niagara Peninsula Conservation Authority for agreed works should their proposal be accepted.

The consultant's fee shall be limited by the budgeted amount as identified in their proposal. If during the course of the evaluation, the Niagara Peninsula Conservation Authority alters the work program detailed by these terms of reference and the consultant's proposal, then the budget amount may be negotiated in writing. However, the consultant will be required to prepare an outline detailing the additional work and associated costs for approval by the Niagara Peninsula Conservation Authority. Any changes will be authorized through a change order.

Payment for consultation services will be based on performance and demonstration to the Niagara Peninsula Conservation Authority that the fees invoiced by the consultant is proportional to the work performed at the time of the submission of the invoice. The project contract administrators will be the sole judge as to the performance and progress of work performed and will approve payment of services accordingly, when invoiced by the consultant. An amount of 25% of the total value of the consulting contract will be held back pending completion of each phase of the evaluation by the consultant.

The *Proposal Submission Form*, as attached as Appendix A, must be completed with original signatures and submitted with at least one hard copy and one soft copy of the proposal, and then receive a submission confirmation receipt.

14. General Terms and Conditions

These General terms and Conditions form a part of this Request for Proposal and consulting firms will be bound by the terms and conditions set forth.

1. Document Withdrawal

Any consultant may request to withdraw or substitute all or part of their Proposal Submission at any time up to the official closing time. The last Proposal Submission received shall supersede and invalidate those parts of the previously submitted Proposal Submission. A request for withdrawal of a Proposal Submission shall be in writing on the Consulting Firm's company letterhead and shall be executed by an authorized signing officer of the Consulting Firm. A telephone, telegram, fax or verbal request for withdrawal of a Proposal Submission shall not be considered.

2. Addendum

If it becomes necessary to cancel, revise, delete, substitute or extend the closing date, or if further explanation or interpretation is necessary or desirable, the Niagara Peninsula Conservation Authority will approve the issuance of an Addendum or cancellation of this document. If Addenda are issued, their receipt must be acknowledged by the proponents in the applicable section of the Proposal Submission Form. The Niagara Peninsula Conservation Authority will assume no responsibility for verbal instructions or suggestions. Please fax or e-mail back confirmation of Addenda. Failure to acknowledge Addendums may result in your proposal being rejected.

3. Non-Responsive Document

Proposal Submission documents which are late, illegible or unsigned shall be rejected. Withdrawal after the official closing time is not permitted.

4. Contract

Means the Proposal Submission governing the performance of the work set out in the Proposal Submission which has been executed by the successful Consulting Firm, and the Contract for agreed work issued by the Niagara Peninsula Conservation Authority to the successful Consulting Firm following acceptance by the Niagara Peninsula Conservation Authority of the successful Consulting Firm's Proposal Submission.

5. Conflict of Interest

The Consulting Firm ensures that no member of the Board affiliated with the Niagara Peninsula Conservation Authority, and no officer(s) or employee of the Niagara Peninsula Conservation Authority is, will be, or has become interested, directly or indirectly, as a contacting party, partner, stockholder, surety, or otherwise howsoever in or on the performance of the said contract or in the supplies, work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.

6. Collusion

The Consulting Firm declares that the Proposal Submission is not made in connection with any other Consulting Firm submitting a Proposal Submission for the same services and is, in all respects, fair and without collusion or fraud.

7. Allocation of Risk

The Niagara Peninsula Conservation Authority shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Consulting Firm prior or subsequent to or by any reason of the acceptance or the non-acceptance by the Niagara Peninsula Conservation Authority of any Proposal Submission or by any reason of delay in its acceptance.

8. Insurance and Indemnification

The successful proponent shall, at its own expense, obtain and maintain until the termination of the contract and provide the Niagara Peninsula Conservation Authority with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than two million (\$2,000,000) dollars and shall include the Niagara Peninsula Conservation Authority as an additional insured with respect to the proponent's operations, acts and omissions relating to obligations under this agreement, such policy shall include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owner's and contractor's protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

9. Workplace Safety And Insurance Board

The successful proponent shall furnish a Letter of Good Standing from the Workplace Safety and Insurance Board. This letter shall be furnished prior to commencement of work. The successful proponent further agrees to maintain that good standing throughout the contract period. The successful proponent will be required to produce a Certificate of Clearance from the Workplace Safety and Insurance Board from time to time during the contract and/or prior to final payment.

10. Means of Delivery

The means of delivery of the Proposal Submission shall be at the risk of the Consulting Firm. Submissions must be delivered in accordance with the Submissions Requirements.

Report To: Board of Directors

Subject: Conservation Area Fee Schedule Increases – 2016/2017

Report No: 109-14

Date: November 19, 2014

RECOMMENDATION:

The proposed Ball's Falls Fee Schedule for 2016/2017 be approved.

PURPOSE:

Attached as Appendix A is the proposed fee schedule for the calendar years 2016 and 2017 for the facilities at the Ball's Falls Conservation Area. Ball's Falls is a popular location for weddings and other events. It is necessary to establish NPCA fee schedule in advance of bookings opening on January 2, 2014 for bookings in 2016.

BACKGROUND:

Following several years of minimal increase for facilities rentals, an adjustment was made in 2015 rental rates to correspond to comparable facilities in the market place. Rental history has shown a steady increase in facility rentals with the Barn fully booked in 2014 and 2015, and for days such as Mondays and Thursdays becoming popular due to availability. There has also been a steady increase of rentals for the Glen Elgin Room in the Center for Conservation. This activity has increased revenue, and the proposed rates will further improve that positive revenue position.

FINANCIAL IMPLICATIONS:

Improved revenue for the Conservation Area with market competitive fees for the rental of facilities.

RELATED REPORTS AND APPENDICES:

1. Appendix A – Proposed fee Schedule for 2016/2017

Prepared by:



Name: Jim Hagar
Title: HR Specialist

Name:

Reviewed by:



Jeff Long
Title: Sr. Manager, Corporate Services

Submitted by:



Carmen D'Angelo
Chief Administrative Officer / Secretary Treasurer

This report was prepared with the consultative input from: Brianne Wilson, Events Coordinator

CONSERVATION AREAS PRICE LIST	2014	2015	2016	2017
<u>Ball's Falls Conservation Area</u>				
Church Wedding (2 hour limit)	\$577	\$577	\$700	\$750
Barn Reception – non-licensed	\$688	\$890	\$1800	\$2000
Barn Reception –licensed	\$880	\$1150	\$1800	\$2000
Set-up Rental (5pm – 10pm) *These rates apply only if available within 2 weeks of wedding date	\$50	\$75	\$200	\$225
All Barn Wedding Ceremonies are to be held inside only. No outside receptions permitted. Alcohol is not permitted outside of the barn.				
<u>Centre for Conservation Glen Elgin Room</u>				
Glen Elgin Room Reception – non-licensed	\$1100	\$1155	\$2100	\$2300
Glen Elgin Room Reception –licensed	\$1280	1400	\$2100	\$2300
Glen Elgin Room Ceremony *up to 170 Guests, 11-4pm	-	\$750	\$900	\$950
Set-up Rental (5pm – 10pm) *These rates apply only if available within 2 weeks of wedding date	\$150	\$150	\$200	\$225
Pavilion Wedding *All Pavilion have a maximum of 25 guests.	\$500	\$500	\$600	\$650
Outdoor Natural Setting Ceremony			\$625	\$675
<u>Long Beach, Binbrook & Chippawa Creek Conservation Areas</u>				
Beach/Outdoor Natural Setting Ceremony (2hr time allotment)			\$300	\$325
Pavilion ceremony only (3hr time allotment)			\$300	\$325
Pavilion Reception-Licensed			\$850	\$950
Pavilion Ceremony & Reception- Licensed			\$1100	\$1100
Outdoor Ceremony & Pavilion Reception- Licensed			\$1100	\$1200

Other Conservation Areas where permissible-Contact Main office for rates

Report To: Board of Directors

Subject: Stewardship Agreement- Jordan Ellis Ontario Heritage Trust Property

Report No: 110-14

Date: November 19, 2014

RECOMMENDATION:

That the NPCA Board does not renew the Jordan Ellis Ontario Heritage Trust (OHT) Stewardship Agreement.

PURPOSE:

To allow the NPCA Board to consider whether it would like to renew the Stewardship Agreement (Appendix 1) with OHT regarding the Jordan Ellis property.

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

BACKGROUND:

The NPCA signed a Custodianship Agreement for the Jordan Ellis property with OHT in January 1989; which was effective for 25 years. The Jordan Ellis parcel is approximately 50 acres in size and has been managed by the NPCA. The agreement made it clear that the NPCA was to bear 'all costs and expenses' (section 5 of the 1989 Agreement) related to the property. Hence, the NPCA has made some investments into the property, including, recently upgrading the Jordan Stairs at a cost of over \$80,000. This Agreement expired in January 2014.

In July 2014, NPCA staff honoured a meeting request from Jordan Historical Museum of the Twenty Volunteer Association. At that time, the Volunteer Association expressed sincere concerns regarding embankment erosion within the Jordan Ellis property putting the Jordan Historical Museum's historically designated Jacob Fry House, Jordan School House and the Jordan Mennonite Cemetery potentially at risk. They have requested that any involved parties to this property enact a plan of action in the valley to prevent a major slide that could impact not only the museum and cemetery, but also the residences in the Village of Jordan. The Volunteer Association was informed that, currently, the NPCA had no agreement in place for that property.

On Sept. 17, 2014, Board members were invited to tour the Jordan Ellis site with NPCA staff, OHT representatives, Town of Lincoln staff and members of the Volunteer Association.

OHT has presented an updated Stewardship Agreement for an additional 25 years for the NPCA to consider.

DISCUSSION:

A large portion of the Jordan Ellis property has been evaluated as a Provincially Significant Wetland and is part of the 'Jordan Harbour Marsh Wetland Complex.' The Twenty Mile Creek traverses the property with fish habitat and the site is a regulated floodplain within the Niagara Escarpment Planning Area. The site is within the Jordan Valley Life Science Area of Natural and Scientific Interest (ANSI) and is within a highly vulnerable aquifer area.

The Board has the option to renew the Stewardship Agreement. This option is not recommended by staff as the NPCA would once again, 'be responsible for paying all costs and expenses of any nature whatsoever' (section 7 of Appendix 1). Further, with the additional potential liability due to erosion, the NPCA would become the responsible party for any and all risk mitigation efforts. At this time, it is not known what these costs would be over the period of the 25 year agreement. With the completion of the Binbrook Masterplan and others underway, funding is needed to implement these plans on NPCA owned sites.

The Board has the option to authorize staff to enter into negotiations on amending the proposed agreement with OHT with the aim of ensuring, at a minimum, OHT takes on the full cost of maintaining the property (including NPCA staff time at the site, insurance, maintenance costs, property taxes, any erosion mitigation costs as well as all liability).

The Board has a further option to authorize staff to negotiate a land transfer, thereby making the NPCA owners of the Jordan Ellis property. The land transfer option is highly unlikely as the OHT has only exercised this option on the rarest occasions.

FINANCIAL IMPLICATIONS:

If the Board adopts the staff recommendation, there are no financial implications. If the Board renews the Agreement, at minimum, the NPCA is responsible for insurance, property taxes and maintenance costs associated with the site for the next 25 years. There is a further risk of escalating costs due to erosion mitigation efforts.

RELATED REPORTS AND APPENDICES:

1. Appendix 1: Proposed Standard OHT Stewardship Agreement
2. Appendix 2: Jordan Ellis OHT Property map

Prepared by:



Name: David Barrick

Title: Senior Manager, Operations

Submitted by:



Carmen D'Angelo

**Chief Administrative Officer
Secretary Treasurer**

**STANDARD OHT STEWARDSHIP AGREEMENT FOR PROPERTY
WITH NO KNOWN ARCHAEOLOGICAL RESOURCES**

SAMPLE TEMPLATE

THIS STEWARDSHIP AGREEMENT made in duplicate this day of , 20 .

BETWEEN:

ONTARIO HERITAGE TRUST

a body corporate continued by subsection 5(1) of the *Ontario Heritage Act*, R.S.O. 1990, c.O.18, as amended
(hereinafter called the "Trust")

OF THE FIRST PART

and

[insert full legal name]

(hereinafter called the "Steward")

OF THE SECOND PART

RECITALS:

- A. The Trust is the owner of the lands described in Schedule "A" (the "Property");
- B. It is the objective of the Trust that the Property be maintained in its natural state to preserve or enhance the existing biodiversity and ecological functions of the Property;
- C. The Steward has expertise in the stewardship of conservation lands and the Trust has agreed to grant possession of the Property to the Steward pursuant to this Stewardship Agreement (the "Agreement") to manage the Property on its behalf in accordance with the goals and objectives of the Stewardship Plan for the Property and on the terms and conditions and for the term hereinafter set out.

NOW THEREFORE the parties hereto agree as follows:

1. The Trust hereby grants to the Steward possession and control of the Property as agent for the Trust for a period of twenty-five (25) years (the "Term") commencing on [insert date] (the "Commencement Date") for the conservation, preservation, stewardship, administration and supervision of the Property, but reserving all other incidents and rights of title in and to the Property to the Trust. The Trust agrees with the Steward that, provided the Steward has complied with the terms and conditions of this Agreement, it will grant to the Steward the right to possession and control of the Property as its steward for a further term of Twenty-Five (25) years from the date of expiry of the term hereby granted (the "Renewal Term") on such terms and conditions as the Trust and the Steward may then mutually agree to.
2. Except as expressly otherwise provided in the Stewardship Plan attached hereto as Schedule "B", it is agreed that the Property shall be maintained in its natural state or re-naturalized, as the case may be, and shall not be used for any purposes except natural area conservation and interpretation in accordance with the Stewardship Plan (the "Purpose"). All other uses of the Property including recreational uses of the Property such as motorized vehicle use (e.g. snowmobiles and ATVs), mountain biking, camping and

**STANDARD OHT STEWARDSHIP AGREEMENT FOR PROPERTY
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SAMPLE TEMPLATE

camp fires, hunting, trapping and fishing shall not be permitted. Where appropriate, public access to the Property is permitted in the manner and for the purposes set out in the Stewardship Plan.

3. The Steward shall maintain, administer and steward the Property in accordance with the goals and objectives and those stewardship practices specified in the Stewardship Plan. Subject to compliance with the requirements of paragraph 8, the Steward may undertake any practice, activity, program or improvements in respect of the Property authorized or contemplated by the Stewardship Plan without the prior approval of the Trust. The Trust's prior written approval is required for any practice, activity, program or improvements in respect of the Property not authorized or contemplated by the Stewardship Plan. The Trust's approval may be subject to the Steward complying with such conditions as the Trust considers advisable in the circumstances and in that event the Steward shall comply with any such conditions.

4. Commencing in the fifth year of the Term and thereafter every five (5) years, the Steward shall provide a written report to the Trust by no later than March 31st of every fifth year for the preceding five (5) calendar years in respect of the following matters (the "Five-Year Report"):

- (a) how the goals and objectives of the Stewardship Plan have been achieved in the period being reported on including progress on the resolution of any stewardship issues identified in the Stewardship Plan;
- (b) any significant changes to the condition of the natural features of the Property and any structures or improvements located on the Property;
- (c) the identification of any new risks or conditions that could adversely affect the integrity of the natural features of the Property and the Steward's proposal(s) to address and manage those risks or conditions;
- (d) any works, improvements or other property stewardship initiatives carried out on the Property by the Steward during the year;
- (e) if applicable, a description of the special events, programs and activities carried on at the Property during the year;
- (f) if applicable, any licences or other agreements respecting the use of the Property in effect during the year; and
- (g) if requested by the Trust, a statement of income and expenses in respect of the Property for the year.

The Five-Year Report shall be completed utilizing the Trust's monitoring report form, a copy of which is attached as Schedule "C". The Steward shall keep at its usual place of business proper accounts and records respecting the Steward's stewardship of the Property. The records shall be available during the Steward's usual business hours for inspection and audit by the Trust's representatives who may make copies for audit purposes.

5. The Steward shall every ten (10) years from the Commencement Date undertake a review of the Stewardship Plan and shall complete the review within the following three (3)

**STANDARD OHT STEWARDSHIP AGREEMENT FOR PROPERTY
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SAMPLE TEMPLATE

months (the "Review Period"). The Steward shall provide to the Trust its report on the results of the review of the Stewardship Plan by no later than the end of the Review Period. The Steward and the Trust shall thereafter meet to discuss the results of the review, the recommended changes and any additional changes that the Trust might propose to the Stewardship Plan. The Steward and the Trust agree that a Statement of Cultural Heritage Value explaining the heritage value of the Property is to be included in the Stewardship Plan and that the Heritage Features identified and documented comprise the features of the Property that are to be conserved under this Agreement in order to preserve and protect the heritage value of the Property. Where the parties agree to amend the Stewardship Plan, then the Steward shall amend the Stewardship Plan in the manner agreed to by the parties and the Steward shall provide the Trust with a copy of the amended Stewardship Plan. Any reference in this Agreement to the Stewardship Plan shall mean the Stewardship Plan as amended from time to time.

6. Where in the opinion of the Trust or the Steward, a review of the Stewardship Plan is warranted in the circumstances at any time before the required five year review then the Steward shall undertake a review of the Stewardship Plan and the provisions of paragraph 5 shall apply to the review. The party initiating a review of the Stewardship Plan under this paragraph 6 shall advise the other party in writing of the circumstances that in its opinion make it advisable that a review of the Stewardship Plan be undertaken.

7. The Steward shall be responsible for paying all costs and expenses of any nature whatsoever including insurance and property taxes or grants in lieu thereof incurred in connection with the Steward's possession, maintenance and preservation of the Property under this Agreement including the cost of construction of any new improvements. The Steward acknowledges that while real property owned by the Trust is exempt from assessment and taxation this exemption does not apply to any property of the Trust leased to a person or organization not registered as a charitable organization under the *Income Tax Act* (Canada).

8. The parties acknowledge that archaeological resources may be present on the Property. If archaeological resources are discovered in the course of activities which are permitted under the Stewardship Plan or approved in writing pursuant to this Agreement or otherwise undertaken, the Steward shall immediately cease its activities at the discovery site. In addition, the Steward shall notify the Trust and, in consultation with the Trust, determine the appropriate next steps consistent with the *Ontario Heritage Act*, R.S.O. 1990, c.O-18, as amended and any regulations or technical standards associated with it concerning the identification, protection and preservation of archaeological resources.

9. The Steward agrees that any and all revenue generated by or from programming at Property if any, including but not limited to any licence fees (the "Revenues"), shall be set aside and be deposited in a segregated fund and, except with the prior written approval of the Trust, shall only be used for the costs of managing the Property in accordance with the Stewardship Plan. In the event that the Revenues should be significantly greater than the Steward's stewardship costs associated therewith, the Trust reserves the right to review this provision from time to time and to require that a portion of the Revenues be paid to the Trust.

10. The Steward shall at all times comply with the lawful requirements of any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal (collectively "Authorities") having jurisdiction over the Property or the use thereof in undertaking any practice, activity, program or

**STANDARD OHT STEWARDSHIP AGREEMENT FOR PROPERTY
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SAMPLE TEMPLATE

improvements in respect of the Property under this Agreement. The Steward shall be solely responsible for obtaining from all relevant Authorities all necessary permits, licenses and approvals (collectively "Approvals") to permit any practice, activity, program or improvements to be undertaken by it in respect of the Property. The Steward shall provide to the Trust a copy of any Approval that it obtains before undertaking the practice, activity, program or improvements for which that Approval was obtained.

11. The Steward shall provide preventative or enforcement measures as may reasonably be required in the circumstances in order to prevent or stop unauthorized use of the Property, trespassing or vandalism.

12. The Steward shall put in effect and maintain throughout the Term at its own cost and expense with insurers acceptable to the Trust Commercial General Liability Insurance for Third Party Bodily Injury, Personal Injury and Property Damage to an initial inclusive limit of not less than \$5,000,000 per occurrence and \$5,000,000 products and completed operations aggregate or at such other limits as the Trust may from time to time reasonably require. The policy of insurance shall include the following coverages: the Ontario Heritage Trust as an Additional Insured, Contractual Liability, Products and completed Operations, Employers Liability and Voluntary Compensation, 30 days written notice of cancellation, Tenants Legal liability, if applicable, and non-owned automobile coverage with blanket contractual and physical damage coverage for Hired Automobiles. The Steward shall arrange for the completion and submission of a certificate of the required insurance to the Trust upon each renewal thereof.

13. The Steward shall at all times indemnify and save harmless the Trust, its directors, officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner based upon, occasioned by, or attributable to anything done or omitted to be done by the Steward, its officers, employees, servants or agents in connection with the Property or in the fulfillment or purported fulfillment or required fulfillment of any of the provisions of this Agreement.

14. Subject to the prior written approval of the Trust, the Steward may license or otherwise permit the use of any part of the Property to another person for any purpose or use consistent with this Agreement and the Stewardship Plan. For greater clarification, the approval of the Trust is not required for any non-commercial third party use of the Property which is consistent with this Agreement or the Stewardship Plan. The Steward agrees to submit to the Trust, for its written approval, any document by which the Steward intends to license or permit the use of any part of the Property prior to its execution. All Revenues receivable under any such license or other agreement shall be deposited in the segregated fund as set out in paragraph 9 of this Agreement.

15. The Steward shall at all times maintain or cause the Property to be maintained in a manner consistent with the Stewardship Plan and shall maintain any buildings or structures, fences, roads, orchards, landscaping and any other improvements (the "Improvements") in as good and sound condition and state of repair as would a prudent owner so that no material deterioration in the condition of the Improvements shall take place, except to the extent provided for in the Stewardship Plan.

16. The Trust shall have the right at all reasonable times to enter upon and view the Property and the state of repair of the Improvements. The Steward shall comply with all

**STANDARD OHT STEWARDSHIP AGREEMENT FOR PROPERTY
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SAMPLE TEMPLATE

reasonable requirements of the Trust with respect to care, stewardship, maintenance and repair of the Property and the Improvements

17. The Trust may, without liability, cost or penalty immediately terminate this Agreement on notice to the Steward in the event that the Steward:

- (a) ceases to exist or carry on business; or
- (b) makes a general assignment for the benefit of creditors or a proposal or arrangement under the *Bankruptcy and Insolvency Act* (the "Act"), or if a petition is filed against the Steward under the Act, if the Steward is declared or adjudicated bankrupt, if a liquidator, trustee in bankruptcy, receiver, or any other officer with similar powers is appointed on behalf of or for the Steward or if the Steward commits any act of bankruptcy or shall propose an arrangement or compromise or institutes proceedings to be adjudged bankrupt or insolvent.

18. If the Trust considers that the Steward is in default of any of its obligations under this Agreement then the Trust may give notice of such default to the Steward giving the Steward thirty (30) days or such longer period of time as the Trust in its discretion considers reasonable (the "Cure Period") within which to correct any such default.

If the Trust has provided the Steward with an opportunity to remedy the default and

- (a) the Steward does not remedy the default within the Cure Period ;
- (b) it becomes apparent to the Trust that the Steward cannot completely remedy the default within the Cure Period or such further period of time as the Trust considers reasonable; or
- (c) the Steward is not proceeding to remedy the default in a way that is satisfactory to the Trust,

the Trust may immediately terminate this Agreement by giving notice of termination to the Steward. The effective date of any termination under this paragraph will be the last day of the notice period, the last day of any subsequent notice period or immediately, which ever applies.

19. In the event of termination for any reason and on the expiry of this Agreement the Steward shall within three months of such termination or expiry provide to the Trust a final report which shall include the information required in the Five-Year Report as set out in paragraph 4 for the period ending on the date of termination or expiry.

20. Any notices to be given or required under this Agreement shall be in writing and sent by personal delivery, facsimile transmission ("Fax"), or by ordinary prepaid mail to the following addresses:

If to the Trust:

Ontario Heritage Trust
10 Adelaide Street East
Toronto ON M5C 1J3
Attention: Director, Heritage Programs and Operations
Fax: 416-325-5071

**STANDARD OHT STEWARDSHIP AGREEMENT FOR PROPERTY
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SAMPLE TEMPLATE

If to the Steward:

[full legal name of Steward]
[street address]
[city/town; ON; postal code]
Attention: [name]
Fax: [number]

The parties may designate in writing to each other a change of address at any time. Notice by mail shall be deemed to have been received on the fourth (4th) business day after the date of mailing, and notice by personal delivery or Fax shall be deemed to have been received at the time of the delivery or transmission. In the event of an interruption in postal service, notice shall be given by personal delivery or Fax.

21. No amendment of or addition to this Agreement will be valid unless it is in writing and signed by both parties. A waiver by either party of any provision of this Agreement in one instance will not constitute a waiver as to any other instance. No waiver will be valid unless it is in writing.

22. It is agreed that this Agreement embodies the entire agreement of the parties hereto with regard to the matters dealt with herein, and that no understandings or agreements, collateral, verbal or otherwise exist between the parties in respect of the Property except as herein expressly set out.

23. Paragraph 13 shall survive the termination or expiry of the Agreement.

24. The Steward acknowledges that this Agreement constitutes a personal license granted to the Steward by the Trust having regard to the Steward's expertise in the stewardship of conservation lands. No property interest in the Property, including without limitation a leasehold interest, is created in favour of or granted to the Steward by this Agreement.

25. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. The Steward may not assign this Agreement without the prior written approval of the Trust which approval the Trust may unreasonably and arbitrarily withhold.

26. This Agreement and the rights, obligations and relations of the parties will be governed by and construed in accordance with the laws of the province of Ontario and the applicable federal laws of Canada.

27. This Agreement will be read with all changes in gender and number required by the context.

28. The Steward acknowledges that the Trust is bound by the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F. 31, as amended from time to time, and that this agreement and any information provided to the Trust in connection with this Agreement is subject to disclosure in accordance with the requirements of that

Act. This acknowledgment shall not be construed as a waiver of any right to object to the release of this Agreement or of any documents or other information.

**STANDARD OHT STEWARDSHIP AGREEMENT FOR PROPERTY
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SAMPLE TEMPLATE

IN WITNESS WHEREOF the parties hereto have set their seals under the hands of their respectively authorized signing officers.

ONTARIO HERITAGE TRUST

per:

Beth Hanna – Executive Director

per:

Sean Fraser – Director, Heritage Programs
and Operations

We have authority to bind the Trust

[full legal name of Steward]

per:

[name & title]

[name & title]

I/We have the authority to bind the Steward

**STANDARD OHT STEWARDSHIP AGREEMENT FOR PROPERTY
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SAMPLE TEMPLATE

**SCHEDULE "A"
DESCRIPTION OF PROPERTY**

[insert description]

**STANDARD OHT STEWARDSHIP AGREEMENT FOR PROPERTY
WITH NO KNOWN ARCHAEOLOGICAL RESOURCES**

SAMPLE TEMPLATE

**SCHEDULE "B"
STEWARDSHIP PLAN**

Completed stewardship Plan to be attached

Note: The following is a suggested template for the Stewardship Plan:

**Stewardship Plan
for the
XYZ Property
Owned by
The Ontario Heritage Trust**

Prepared XXX 20

By _____

Date:

Plan Purpose

The purpose of this Plan is to outline key stewardship issues to be addressed within the next five years, at which time the plan will be reviewed and revised. Further technical information will be gathered and incorporated into the plan as it becomes available. Additionally, the Steward will provide recommendations on an "as needed" based on the annual (or more frequent) site inspections.

This document states specific stewardship goals and recommended actions that the Steward will implement in order to fulfill their obligation pursuant to the Stewardship Agreement with the Ontario Heritage Trust. The Stewardship Plan will

**STANDARD OHT STEWARDSHIP AGREEMENT FOR PROPERTY
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SAMPLE TEMPLATE

reflect the Ontario Heritage Trust's mission on behalf of the Government of Ontario to protect areas of cultural and natural heritage significance as well as reflecting the XYZ Conservancy's goal to protect the special natural areas of the [geographic] region for future generations.

Natural Features / Site Description:

[Based on the Ecological Land Classification System for Southern Ontario (SCSS Field Guide FG-02 – NHIC 1998)]

Cultural Features (if any)

Existing Land Use:

Land Tenure: classification in the Official Plan and Zoning By-law

Adjacent Land Use and Ownership

Authorised Public Use:

Key Goals and Objectives for the Stewardship of the Property

Management Issues and Priorities:

1. [human disturbances that are affecting the natural heritage values of the property ;
2. invasive species that are affecting the natural heritage values of the property;
3. other issues]

Recommendations for (a) resolving issues identified (b) future monitoring:

Anticipated Annual operational targets and costs:

STANDARD OHT STEWARDSHIP AGREEMENT FOR PROPERTY
WITH NO KNOWN ARCHAEOLOGICAL RESOURCES

SAMPLE TEMPLATE

SCHEDULE "C"

NATURAL HERITAGE PROPERTY MONITORING REPORT



An agency of the Government of Ontario

NAME:

Date:

Location:

Conducted by:

Action Required (Indicate Yes/No - if yes see *Results* section for details):

PREPATORY WORK

Background Information

Please summarize specific issues/concerns that require investigation (i.e. review of last monitoring form, Stewardship Plan, BDR, Development Application, etc.)

Source:

Property Type

☐ Trust Property

Stewardship

Property Steward:

Stewardship Plan ☐ Yes ☐ No

Expiry date:

Stewardship Objectives:

(1) To maintain the natural features of the property and its biodiversity (which may require removing invasive exotic species if practical).

(2) To steward the property so that human disturbances are minimised and that any natural features suffering adverse impacts are restored

Previous issues identified or issues dealt with:

**STANDARD OHT STEWARDSHIP AGREEMENT FOR PROPERTY
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SAMPLE TEMPLATE

SITE VISIT

Purpose		
<input type="checkbox"/> Annual monitoring <input type="checkbox"/> Other (please specify): <input type="checkbox"/> Meeting (please specify below)		
Meeting Details <input type="checkbox"/> N/A		
Name	Position/Affiliation	Contact Info
Meeting Summary		
Please describe any comments/questions that arose during the meeting. For example, plans to undertake any alterations, improvements, or projects regarding the property in the near future (e.g. signage, GPS markers, ecological inventories, tree planting, on-site buildings etc.)		
Duration (hrs)	Weather Conditions	Temperature (°C)
hrs		°C
Digital Photo Documentation		
<input type="checkbox"/> Yes <i>Insert file location:</i> <input type="checkbox"/> No		

OBSERVATIONS

Site access: <input type="checkbox"/> Road <input type="checkbox"/> Road allowance		Access tips/sketch:
Is the property intended for public use/access?	<input type="checkbox"/> No	
Trail established on site?	<input type="checkbox"/> Yes <input type="checkbox"/> Private <input type="checkbox"/> Other (please specify):	<input type="checkbox"/> No

**STANDARD OHT STEWARDSHIP AGREEMENT FOR PROPERTY
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SAMPLE TEMPLATE

Site markers Observed? <input type="checkbox"/> N/A	<input type="checkbox"/> Yes Type of markers: <input type="checkbox"/> Fencing <input type="checkbox"/> Survey stake(s) <input type="checkbox"/> GPS markers <input type="checkbox"/> Flag tape <input type="checkbox"/> Survey monument(s) <input type="checkbox"/> Other (please specify):	<input type="checkbox"/> No
GPS waypoints recorded?	<input type="checkbox"/> Yes (See attached GPS Waypoint Chart)	<input type="checkbox"/> No

Buildings & Structures ☐ Yes ☐ No

Indicate type of buildings/structures and details (location/description)

<input type="checkbox"/> Well/cistern <input type="checkbox"/> Uncapped <input type="checkbox"/> Capped <input type="checkbox"/> Unknown	<input type="checkbox"/> Bridge
<input type="checkbox"/> Shed/outbuilding	<input type="checkbox"/> Deer blind
<input type="checkbox"/> Barn	<input type="checkbox"/> Duck blind
<input type="checkbox"/> Privy/outhouse	<input type="checkbox"/> BTA stile
<input type="checkbox"/> Other (please specify):	

Natural Alterations/Events ☐ Yes ☐ No

Indicate type of alterations/events and details (location/extent/impact)

<input type="checkbox"/> Invasive Species <input type="checkbox"/> Garlic Mustard <input type="checkbox"/> Dog Strangling Vine <input type="checkbox"/> European Buckthorn <input type="checkbox"/> Tartarian Honeysuckle <input type="checkbox"/> Norway Maple <input type="checkbox"/> Purple Loosestrife <input type="checkbox"/> Periwinkle <input type="checkbox"/> Sweet White Clover <input type="checkbox"/> Common Reed (Phragmitis) <input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Flooding
<input type="checkbox"/> Erosion	<input type="checkbox"/> Insect infestation

**STANDARD OHT STEWARDSHIP AGREEMENT FOR PROPERTY
WITH NO KNOWN ARCHAEOLOGICAL RESOURCES**

SAMPLE TEMPLATE

<input type="checkbox"/> Storm damage	<input type="checkbox"/> Drought
<input type="checkbox"/> Disease	<input type="checkbox"/> Fire
<input type="checkbox"/> Other (please specify):	

Human Disturbances ☐ Yes ☐ No

Indicate type of disturbance(s) and details (location/extent/impact)

<input type="checkbox"/> Littering	<input type="checkbox"/> Boating	<input type="checkbox"/> Dredging/filling
<input type="checkbox"/> Dumping	<input type="checkbox"/> Tree cutting/damage	<input type="checkbox"/> Mountain biking
<input type="checkbox"/> Hazardous material	<input type="checkbox"/> Horseback riding	<input type="checkbox"/> Fire pit/camping
<input type="checkbox"/> Mowing/clearing	<input type="checkbox"/> Cross-country skiing	<input type="checkbox"/> Encroaching fence
<input type="checkbox"/> Pesticide/herbicide use	<input type="checkbox"/> Hiking	<input type="checkbox"/> Motor biking
<input type="checkbox"/> Hunting	<input type="checkbox"/> Non-native species introduction	<input type="checkbox"/> Burning
<input type="checkbox"/> Trail/cut line	<input type="checkbox"/> All-terrain vehicles (ATVs)	<input type="checkbox"/> Mineral extraction
<input type="checkbox"/> Poaching (rare plants, etc.)	<input type="checkbox"/> Bird-watching	<input type="checkbox"/> Logging
<input type="checkbox"/> Fishing	<input type="checkbox"/> Construction	<input type="checkbox"/> Buildings
<input type="checkbox"/> Snowmobiling	<input type="checkbox"/> Berry-picking	<input type="checkbox"/> Other (please specify):

Wildlife Observations

Flora	
Species (common name)	Comments

Fauna

**STANDARD OHT STEWARDSHIP AGREEMENT FOR PROPERTY
WITH NO KNOWN ARCHAEOLOGICAL RESOURCES**

SAMPLE TEMPLATE

Species (common name)	Comments

Additional Observations <input type="checkbox"/> N/A

RESULTS

Action Required <input type="checkbox"/> N/A	
<input type="checkbox"/> Yes (please provide details):	<input type="checkbox"/> No
Recommendations <input type="checkbox"/> N/A (e.g. mitigation for encroachments, ATV blockage, restoration, follow-up etc.)	

Staff Signature(s)	Date
Name:	
Signature:	
Name:	
Signature:	

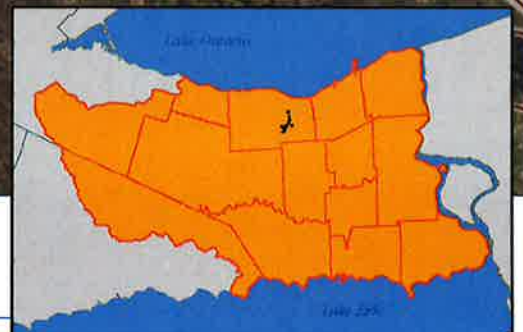
Steward Signature <input type="checkbox"/> N/A	Date
Name:	
Signature:	

Please record each site visit in the Trust's Natural Heritage Database



- Roads
- ▣ Ball's Falls Conservation Area

0 62.5 125 250 375 500
Meters



Report To: Board of Directors

Subject: Board of Director's Regulations as per Section 28 and 30 +of the *Conservation Authorities Act*.

Report No: 111-14

Date: November 19, 2014

RECOMMENDATION:

That the Board of Directors approve Niagara Peninsula Conservation Authority's revised Regulations (as attached to this report) in association of Section 20 and 30 of the *Conservation Authorities Act*.

PURPOSE:

The adoption of the revised Regulations will update the current governance and business practices of the Niagara Peninsula Conservation Authority in order to meet the mandate of the organization.

The Regulations will identify to the Board of Directors the governance and administration of the organization in addition to prescribing meeting procedures.

The revised Regulations aligns with the NPCA Strategic Plan by establishing governance processes and developing public transparency.

BACKGROUND:

Section 30 of the *Conservation Authorities Act* reads:

30. (1) Subject to the approval of the Minister, an authority shall make regulations,
- (a) providing for the calling of meetings of the authority and prescribing the procedure at those meetings;
 - (b) prescribing the powers and duties of the secretary-treasurer;
 - (c) designating and empowering officers to sign contracts, agreements and other documents on behalf of the authority; and
 - (d) delegating all or any of its powers to the executive committee except,
 - (i) the termination of the services of the secretary-treasurer,
 - (ii) the power to raise money, and
 - (iii) the power to enter into contracts or agreements other than those contracts or agreements as are necessarily incidental to the works approved by the authority.
- R.S.O. 1990, c. C.27, s. 30 (1).

The current "Administrative Rules and Procedures" were approved by the Authority in June 1996 and has received various amendments up to 2011. The proposed revised Regulations #1 and #2 contained in this report updates the governance and business practices of the Board of Directors in alignment with the provisions of the legislation.

Section 28 of the *Conservation Authorities Act* authorizes an Authority to make Regulations relative to the *Development, Interference with Wetlands and Alterations to Shorelines and Watercourses*. The Niagara Peninsula Conservation Authority has made such Regulation via Ontario Regulation 155/06. Further, Section 28 (12) of the Act reads:

28. (12) Permission required under a regulation made under clause (1) (b) or (c) shall not be refused or granted subject to conditions unless the person requesting the permission has been given the opportunity to require a hearing before the authority or, if the authority so directs, before the authority's executive committee.

1998, c. 18, Sched. I, s. 12.

The current hearing procedures used by the Niagara Peninsula Conservation Authority were established in October 2011. Regulation #3 as attached to the Report will formally establish the hearing procedures as adopted by the Authority and provides full disclosure to the public.

DISCUSSION:

It should be noted that the Niagara Peninsula Conservation Authority (NPCA) does not have a history of an Executive Committee. Although an Executive Committee is permitted under the legislation, it is not a requirement. The NPCA has operated via the functions of the Chair, Vice-Chair, Board of Directors, CAO/Secretary-Treasurer, and standing committees as approved by the Authority. Therefore, the proposed Regulation #1 entitled Governance and Administration does not propose the establishment of an Executive Committee.

The review of the current NPCA administrative rules and policies included a review of the Regulations as adopted by Kawartha Conservation. The Regulations adopted by Kawartha Conservation was based on a review of various best practices of other conservation authorities in Ontario.

Regulations #1, entitled Governance and Administration Policies, functions as the authorized reference for appointed Board of Directors in order to effectively and efficiently conduct business relevant to the Niagara Peninsula Conservation Authority. Furthermore, the Regulation will guide the Board of Directors in adhering to the legislative mandate of the Niagara Peninsula Conservation Authority (NPCA) and achieving the associated NPCA Mission and Vision.

In specific, Regulation #1 prescribes the following:

- Mandate, Mission, Vision and Values
- Composition of Board of Directors
- Responsibilities of the Board of Directors
- Duties of Officers (Chair, Vice-Chair and CAO)
- Election of Chair and Vice-Chair
- Standing Committees
- Honourariums, Per Diems, Expenses and Mileage

Regulation #2, entitled Meeting Procedures, function as the authorized reference for appointed Board of Directors. In detail, the Regulation #2 will prescribe the following:

- Quorum
- Annual Meeting
- Duties of the Chair
- Conduct of Members
- Freedom of Information
- Notices and Agenda of Meetings
- Conflict of Interest and Disclosure of Pecuniary Interest
- Notice of Motions
- Delegations
- Meeting of Closed Sessions
- Voting
- Minutes

Subsequently, Regulation #3 entitled Hearing Procedures, prescribes the formal process to be followed when conducting a hearing under Section 28. (12) of the *Conservation Authorities Act*.

Having introduced revised Regulations #1, 2 and 3, it is the intent to annually review the Regulations to ensure best practices of governance and business of the NPCA.

Finally, the revised Regulations, in addition to the NPCA Strategic Plan and associated legislation, will form a "NPCA Board of Director's Policy Handbook" for current and new Board Members.

FINANCIAL IMPLICATIONS:

None

RELATED REPORTS AND APPENDICES:

1. Regulation #1 – Governance and Administrative Policies
2. Regulation #2 – Meeting Procedures
3. Regulation #3 – Hearing Procedures

Prepared and Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer



NIAGARA PENINSULA
CONSERVATION
AUTHORITY

Board of Directors

Policy Handbook

Regulation # 1 – Governance and
Administration Policies

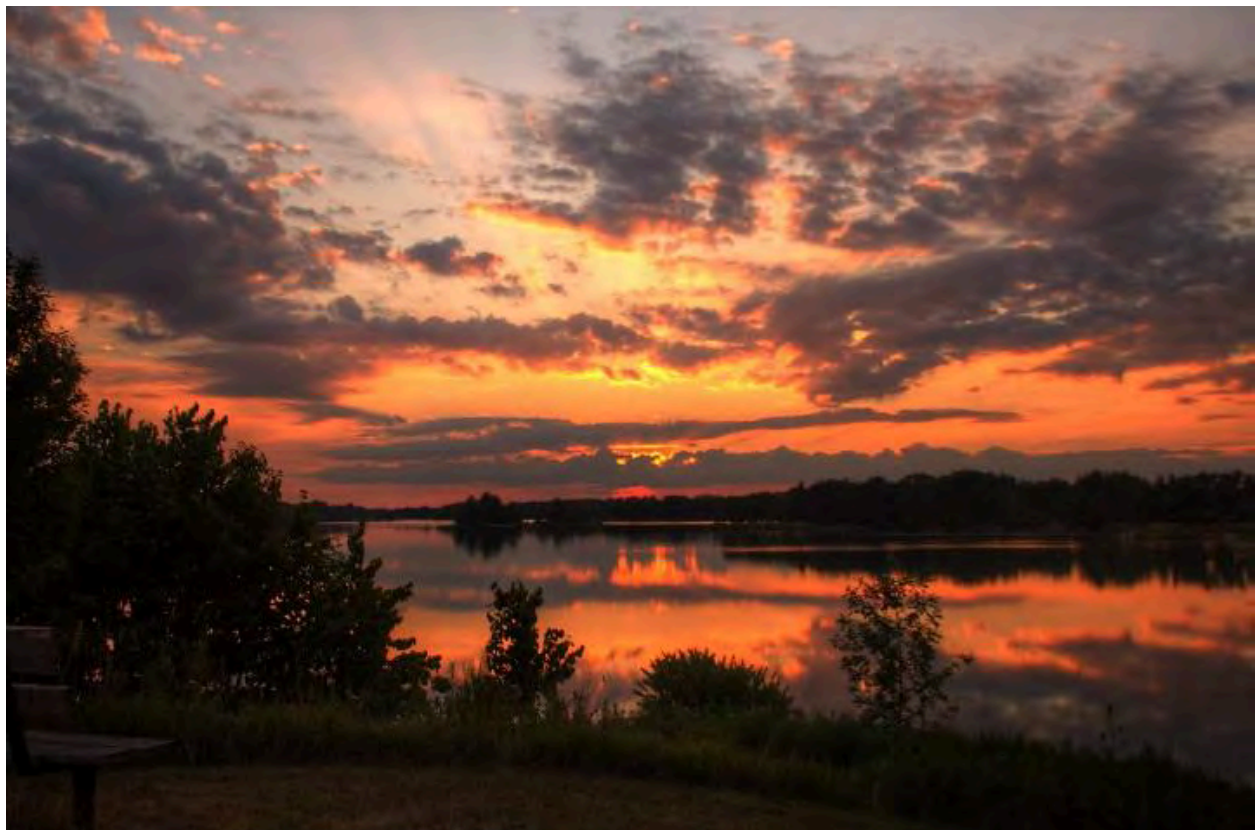


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1.0 INTRODUCTION

As per Section 30. (1) of the *Conservation Authorities Act*, an Authority shall make regulations, which includes:

- Providing for the calling of meetings of the authority and prescribing the procedure at those meetings;
- Prescribing the powers and duties of the Secretary-Treasurer; and
- Designating and empowering officers to sign contracts, agreements and other documents on behalf of the Authority.

This ***Board of Directors Regulation #1 Policy Handbook*** has been developed to adhere to the legislation cited above.

This handbook will also function as a reference for appointed Board of Directors in order to effectively and efficiently conduct business relevant to the Niagara Peninsula Conservation Authority.

Furthermore, this handbook will guide the Board of Directors in adhering to the legislative mandate of the Niagara Peninsula Conservation Authority (NPCA) and achieving the associated NPCA Mission and Vision.



2.0 Mandate, Mission, Vision and Values

2.1 Mandate

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

2.2 Mission

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

2.3 Vision

Balancing conservation and sustainable development for future generations by engaging landowners, stakeholders and communities through collaboration.

2.4 Values

- 2.4.1 A sustainable balance between environmental conservation, economic growth and agricultural prosperity.
- 2.4.2 Clear and respectful communication.
- 2.4.3 Integrity, fairness and sensitivity to all impacted by our actions and decisions.
- 2.4.4 Creativity and innovation in service delivery to clients.
- 2.4.5 Transparency, accountability and quality in our services.
- 2.4.6 Pragmatic solution oriented approaches to decision making.
- 2.4.7 A respectful work environment and professional development.

3.0 DEFINITIONS

“Authority” means the Niagara Peninsula Conservation Authority.

“NPCA” means the “Authority” or the “Niagara Peninsula Conservation Authority”.

“Staff” shall mean staff members employed at the Niagara Peninsula Conservation Authority.

“Board of Directors” means the appointed members to the Authority by the participating municipalities within the watershed.

“Member(s)” shall mean the board members, or Directors, as appointed by the respective councils of the participating municipalities within the watershed.

“Chair” shall mean the Chairperson as elected by the Board of Directors of the Niagara Peninsula Conservation Authority.

“Vice-Chair” shall mean the Vice-Chairperson as elected by the Board of Directors of the Niagara Peninsula Conservation Authority.

“CAO/Secretary-Treasurer” means Chief Administrative Officer of the Authority.

“Officer” means a member of the Authority and the CAO/Secretary-Treasurer.

“Call of the Chair” shall mean the Chairperson of the Niagara Peninsula Conservation Authority will make the decision to have a meeting and will inform the Chief Administrative Officer/Secretary-Treasurer or designate and that person will ensure action if it is necessary.

“Inaugural Meeting” shall be an annual meeting to complete past year’s business; for annual elections and appointments; and to start current year’s business.

“Majority” shall mean half of the votes plus one.

“Private Interest” includes the financial or material interests of a member and the financial or material interests of a member of the member’s immediate family.

“Fiscal Year” shall mean the period from January 1 through December 31.

4.0 Board of Directors

4.1 Membership of the Niagara Peninsula Conservation Authority includes three (3) participating municipalities: Region of Niagara, City of Hamilton, and Haldimand County.

4.2 The Niagara Peninsula Conservation Authority Board of Directors comprises all members appointed by the participating municipalities.

4.3 The following represent the number of representatives that the participating municipalities may appoint:

Region of Niagara	As appointed by the regional municipality, one member from each of their twelve (12) local municipalities for a total of 12 members
City of Hamilton	Two members
Haldimand County	One member

4.4 The duration of the appointment aligns with the municipal 4 year term.

4.5 The Board of Directors shall approve all policies and procedures of the Niagara Peninsula Conservation Authority, approve the budget with or without revisions, give direction on priority of programs and projects and are generally responsible for other matters as required by the Conservation Authorities Act and Regulations.

5.0 Mandatory Responsibilities of the Board of Directors

5.1 The Niagara Peninsula Conservation Board is bound by the *Conservation Authorities Act*, where:

Section 20 of the *Conservation Authorities Act* defines the mandate of a Conservation Authority as follows:

“The objectives 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 or minerals.”

Section 21 of the *Conservation Authorities Act* specifically outlines the powers of a Conservation Authority to accomplish its objectives:

- the power to study the watershed and develop an appropriate resource management program;
- acquire and/or dispose of lands;
- collaborate and enter into agreements with landowners, governments and organizations;
- control the flow of surface waters;
- alter the course of any waterway;
- develop their lands for recreational purposes;
- generally to do all such acts as are necessary for the due carrying out of any project.

5.2 Functions of the Board of Directors

In addition to the procedures in this policy and subject to the *Conservation Authority Act*, the Authority shall:

- Approve the auditor's statement for the preceding year – if the statement is not approved, the amended statement shall be reintroduced for approval at the next appropriate meeting;
- Pass a borrowing resolution for a specified amount for the purposes of the Authority and authorizing the appointed signing officers to sign notes as required to implement this borrowing;
- Approve a budget for the Authority for the ensuing year;
- Approve the levies to be paid by Municipalities;
- Supervise the activities of any Standing Committees and to accept or reject any of their recommendations;
- Receive delegations on behalf of the Authority;
- Consider requests for grants or donations from groups outside the Authority;
- Decide and recommend policies not covered in these resolutions;
- Update as required policies of the Authority.

All Directors of the Board are public officials and thus have the responsibility to be guided by and adhere to the rules of conduct, explicit and implied, for all such holders of public office in the Province of Ontario. In addition, all the Board must adhere to all applicable acts of incorporation. In the case of the Niagara Peninsula Conservation Authority, Directors must adhere to the following:

- The *Municipal Conflict of Interest Act*,
- The *Municipal Freedom of Information and Protection of Privacy Act*,
- Ontario Regulation 139/06 Municipal Levies
- Ontario Regulation 670/00 Conservation Authority Levies
- Ontario Regulation 155/06 Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses

5.3 Ensuring Fiscal Stability of Niagara Peninsula Conservation Authority

The Board of Directors must ensure the financial stability of the Niagara Peninsula Conservation Authority. While the CAO/Secretary-Treasurer provides day-to-day leadership in fiscal affairs, the Board bears the ultimate responsibility for financial soundness. This includes approving an annual budget, receiving and approving reports on financial performance of the Niagara Peninsula Conservation Authority, and ensuring policies are in place for financial soundness.

5.4 Relationship between Board of Directors and CAO/Secretary-Treasurer

The Board of Directors relies on the CAO/Secretary-Treasurer to inspire, lead and manage the Niagara Peninsula Conservation Authority. The Board will forge a strong partnership with the CAO/Secretary-Treasurer, working cooperatively to achieve the mandate, mission and vision of the Niagara Peninsula Conservation Authority. The Board regularly evaluates the CAO/Secretary-Treasurer, measuring his/her performance against the Niagara Peninsula Conservation Authority's strategic plan and financial and human resources goals of the organization.

5.5 Relationship between Board of Directors and NPCA Staff

The Board of Directors must act as a team and represent the interests of the entire watershed. A strong partnership must be forged between the Board of Directors and the CAO/Secretary-Treasurer. The Board allows the CAO/Secretary-Treasurer to manage the organization and its staff. The following parameters are to be followed throughout the organization and by the public at large:

- If a Board Director has questions on a project or report, such questions should be referred through the CAO/Secretary-Treasurer for him/her to invite the appropriate Department lead to explain the project and answer questions.
- If a Board Director would like to volunteer to assist in a project, such actions should be taken in consultation with the CAO/Secretary-Treasurer to organize the process.
- If a Board Director receives a complaint about a staff person or would like to acknowledge a staff person, such information should go through the CAO/Secretary-Treasurer.

- If a Board Director receives a complaint from a staff person, the Board Director must advise the staff person to follow the appropriate procedure as outlined in the personnel policy.

With respect to staffing issues, the following outlines the responsibilities of the Board of Directors and the CAO/Secretary-Treasurer:

The Board of Directors is solely responsible for the following:

- Recruiting the CAO/Secretary-Treasurer;
- Hiring the CAO/Secretary-Treasurer; and
- Dismissing the CAO/Secretary-Treasurer;

The Board of Director's Chair and Vice-Chair are responsible for:

- Evaluating the CAO/Secretary-Treasurer; and
- Determining the annual salary and pay for performance of the CAO/Secretary-Treasurer

The Board of Directors and the CAO/Secretary-Treasurer share the following responsibilities in that the recommendation will come from the CAO/Secretary-Treasurer and the approval will come from the Board of Directors:

- Setting key commitments and deliverables for the CAO/Secretary-Treasurer;
- Setting human resource and personnel policies which will have a dollar impact upon the budget; and
- Setting staff salary schedules and plans as part of the annual budget review process.

The CAO/Secretary-Treasurer is solely responsible for the following:

- Assessing staffing requirements;
- Recruiting, hiring and dismissing staff;
- Providing staff direction;
- Approving staff evaluations;
- Implementing approved salary schedule and salary plan by setting individual staff salaries;
- Designing the organizational structure; and
- Setting human resource and personnel policies, which have no dollar impact on the budget.

6.0 DUTIES OF OFFICERS

6.1 Chair of the Board of Directors

- Oversees Board meetings and ensures Meeting Procedural By-Law is adhered to;
- Serves as ex-officio Director of all committees;
- Works in partnership with the CAO/Secretary-Treasurer to ensure Board resolutions are carried out;
- Assists CAO/Secretary-Treasurer in preparing agenda for Board meetings where required;
- Calls special meetings if necessary;
- Periodically consults with Board Directors on their roles;
- Acts as a public spokesperson for the Niagara Peninsula Conservation Authority to facilitate the mandate, mission and vision of the organization;
- Represents the Niagara Peninsula Conservation Authority at such functions as warrant the interest of the Authority except where this responsibility is specifically assigned to some other person;
- Inspires other Board Directors with his or her own commitment of support, time and enthusiasm;
- Represents the Niagara Peninsula Conservation Authority at Conservation Ontario Council meetings;
- Serves as signing officer for the Niagara Peninsula Conservation Authority;
- Performs other duties when directed to do so by resolution of the Niagara Peninsula Conservation Authority;
- Keeps the Board of Directors apprised of significant issues in a timely fashion.
- Member of the Source Water Protection Committee

6.2 Vice-Chair of the Board of Directors

- Attends all Board meetings;
- Carries out special assignments as requested by the Chair of the Board;
- Understands the responsibilities of the Board Chair and acts as Chair immediately upon the death, incapacity to act, absence or resignation of the Chair until such time as a new Chair is appointed or until the Chair resumes his/her duties;
- Serves as an alternate signing officer for the Niagara Peninsula Conservation Authority;
- Keeps the board of Directors apprised of significant issues in a timely fashion;
- Alternate to Chair at Conservation Ontario Council Meetings.

6.3 CAO/Secretary-Treasurer

- Attends all Board meetings;
- Acts as Secretary-Treasurer of the Board in accordance with the Conservation Authorities Act;
- Serves as a signing officer for the Niagara Peninsula Conservation Authority;
- Keeps the Chair and Vice-Chair apprised of significant issues in a timely fashion;
- Develops and implements both short and long-term strategic plans in accordance with business goals and objectives;
- Tends to the day-to-day requirements, details and management of the Niagara Peninsula Conservation Authority;
- Manages staff and programs of the Niagara Peninsula Conservation Authority;
- Makes certain that appropriate actions are taken in a timely fashion;
- Works in close collaboration with the Chair and Vice-Chair;
- Implements all Board resolutions in a timely fashion;
- Ensures Board policies and strategic plan are adhered to;
- Manages the financial activities of the Niagara Peninsula Conservation Authority;
- Makes recommendations to the Board regarding suggested policy changes;
- Acts as public spokesperson for Niagara Peninsula Conservation Authority in the absence of the Chair and Vice-Chair of the Board, or, on behalf of the Chair and Vice-Chair
- Represents the Niagara Peninsula Conservation Authority at Conservation Ontario, Council, Committee and Task Force meetings;
- Negotiates and enters into contracts with external agencies/partners to carry out the goals of the organization in accordance with approved Policy;
- Develops and maintains effective relationships and ensures good communications with watershed municipalities, federal and provincial government ministries/agencies, other Conservation Authorities, Conservation Ontario and community groups and associations.

7.0 Election of Chair and Vice Chair

7.1 Chair for Election of Officers (Board of Director's Chair and Vice-Chair)

An individual other than a Member of Niagara Peninsula Conservation Authority will assume the position of Chair for the purpose of Election of Officers. The CAO/Secretary-Treasurer, or designate, assumes this position.

7.2 Appointment of Scrutineers

The appointment of scrutineers is required for the purpose of counting ballots should an election be required. All ballots will be destroyed by the scrutineers afterwards. The appointment of scrutineers requires a mover and seconder by Members of the Authority.

7.3 Election of Board of Director's Chair and Vice-Chair

The CAO or designate advises that the election will be conducted in accordance with Section 10 of the Conservation Authorities Act as follows:

- Only current members of the Authority may vote.
- Nominations will be called three (3) times and will only require a mover.
- The closing of nominations will require both a mover and a seconder.
- Each member nominated will be required to accept the nomination. The member must be present to accept the nomination.
- In the event of an election, each nominee will be permitted not more than three (3) minutes to speak for the office, in the order of the alphabetical listing of his or her surnames.
- Upon the acceptance by nominees for the position of office, ballots will be distributed to the Members for the purpose of election. A Member's choice for a nominee will be written on the ballot and the appointed scrutineers for the counting of the ballots will collect the ballots.

A majority vote will be required for election. If there are more than two nominees, and upon the first vote no nominee receives the majority required for election, the name of the person with the least number of votes will be removed from further consideration for the office and new ballots will be distributed. In the case of a vote where no nominee receives the majority required for election and where two or more nominees are tied with the least number of votes, a special vote shall be taken to decide which one of such tied nominees' names shall be dropped from the list of names to be voted on in the next vote.

Should there be a tie vote between two remaining candidates, new ballots will be distributed and a second vote held. Should there still be a tie after the second ballot a third vote shall be held. Should there be a tie after the third vote, the election of the office shall be decided by lot drawn by the CAO.

8.0 STANDING COMMITTEES

8.1 Current

- Community Liaison Advisory Committee
- Niagara Peninsula Conservation Foundation
- Budget Steering Committee
- Audit Committee
- Watershed Floodplain Committee

8.2 The Authority may strike a standing committee to investigate and make recommendations on matters of interest to the Authority.

8.3 Any standing committee of the Authority will be recognized as a functioning committee until the Authority replaces or dissolves that committee or until December 31 of the year in which the committee is formed.

8.4 The Authority will strike standing committees at the first business meeting of the year or at other times as may be desired.

8.5 Any standing committee of the Authority will be comprised at a minimum of one member, plus the Chair and the Vice-Chair of the Authority.

8.6 Each standing committee will have terms of reference established by the Authority. The terms of reference will serve as a consistent guide to committee members and provide a continuity of understanding by the Authority as to the specific purpose for the standing committee. The terms of reference may be altered by the Authority where the scope of a standing committee's mandate is either altered or changed.

8.7 When a new standing committee is proposed, either the Authority member proposing the new standing committee will present terms of reference for Authority approval, or the Authority will cause such terms of reference to be prepared. In either case, a new standing committee shall not be struck until the Authority approves terms of reference for the standing committee.

8.8 Authority standing committees will be comprised of Authority members. Other than the Source Water Protection Authority, the Board of Directors may invite people to participate as a committee member and/or attend committee meetings as a resource.

8.9 Only committee members are entitled to vote on matters coming before the committee.

8.10 Standing Committees make recommendations only to the Board of Directors, where in turn, recommendations are considered for approval.

9.0 Honourariums, Per Diems, Expenses and Mileage

- 9.1** The Authority shall establish an honourarium rate from time to time and this rate will apply to the Chair and Vice-Chair. Rates are subsequently approved by the Ontario Municipal Board.
- 9.2** The Authority shall establish a per diem rate from time to time and this rate will apply to the Chair, Vice-Chair and Directors for service to the Authority in attendance at Authority Board of Director meetings, Standing Committee meetings, and at such other business functions as may be from time to time requested by the Chair, through the Chief Administrative Officer. Rates are subsequently approved by the Ontario Municipal Board.
- 9.2** A per diem will be paid for each separate meeting attended.
- 9.3** The Chair, Vice-Chair and Directors will be responsible for advising the Administrative Assistant to the Board of any per diems and mileage incurred for other than Board of Directors or Source Protection Authority meetings, within 30 days of the per diem or mileage being incurred.
- 9.4** The Authority will reimburse members' travel expenses incurred for the purpose of attending meetings and/or functions on behalf of the Authority. Mileages are based on the member's principle residential address in the municipality they represent.



NIAGARA PENINSULA
CONSERVATION
AUTHORITY

Board of Directors
Regulation # 2
Meeting Procedures



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1.0 INTRODUCTION

As per Section 30. (1) of the *Conservation Authorities Act*, an Authority shall make regulations, which includes:

- Providing for the calling of meetings of the authority and prescribing the procedure at those meetings;
- Prescribing the powers and duties of the Secretary-Treasurer; and
- Designating and empowering officers to sign contracts, agreements and other documents on behalf of the Authority.

This ***Board of Directors Regulation #2 Meeting Procedures*** has been developed to adhere to the legislation cited above.

This handbook will also function as a reference for appointed Board of Directors in order to effectively and efficiently conduct board meetings relevant to the Niagara Peninsula Conservation Authority.

Furthermore, this handbook will guide the Board of Directors in adhering to the legislative mandate of the Niagara Peninsula Conservation Authority (NPCA) and achieving the associated NPCA Mission and Vision.



2.0 Quorum

- 2.1 At a NPCA Board meeting, a quorum consists of one-half of the members appointed by the participating municipalities. Given that there are 15 appointed members from the participating municipalities, quorum is eight or more appointed members.
- 2.2 If there is no quorum within one half hour after the time appointed for the meeting, the Chair for the meeting shall declare the meeting adjourned due to a lack of a quorum and the recording secretary shall record the names of the members present and absent.
- 2.3 Where the number of members, who by reason of the provisions of the Municipal Conflict of Interest Act, R.S.O. 1990, c.M.50, are disabled from participating in a meeting, is such that at the meeting the remaining members are not of sufficient number to constitute a quorum, then the remaining number of members shall be deemed to constitute a quorum, provided such number is not less than two.
- 2.4 If during the course of an Authority or Committee meeting a quorum is lost, then the Chair shall declare that the meeting shall stand recessed or adjourned, until the date of the next regular meeting or other meeting called in accordance with the provisions of this Regulation. (See also Section 7.0 below).

3.0 Annual Meeting

- 3.1 The annual meeting of the NPCA Board will occur on the third Wednesday of January.
- 3.2 Appointed members will continue to serve on the NPCA Board until the Chief Administrative Officer receives written notice that the respective members have been re-appointed or the respective members have been replaced by another appointment.
- 3.3 At this meeting, the election of the Chair and Vice-Chair shall occur in accordance to Section #7 of Regulation #1: Governance and Administration Policies.

4.0 Duties of the Chair for the NPCA Board of Directors

- 4.1 It shall be the duty of the Chair, with respect to any meetings over which he/she preside, to:
 - a) Preserve order and decide all questions of order, subject to appeal; and without argument or comment, state the rule applicable to any point of order if called upon to do so;
 - b) Ensure that the public in attendance does not in any way interfere or disrupt the proceedings of the Board;
 - c) Ask any individual that is disrupting the Board to leave;
 - d) Adjourn the meeting without question, in the case of grave disorder arising in the meeting room;

- e) Receive and submit to a vote all motions presented by the Members or Committee, as the case may be, which do not contravene the rules and regulations of the Authority;
 - f) Announce the results of the vote on any motions so presented;
 - g) Decline to put to a vote motions which infringe upon the rules of procedure, or which are beyond the jurisdiction of the Authority;
 - h) Enforce on all occasions the observance of order and decorum among the Members;
 - i) Adjourn the meeting when business is concluded;
 - j) Adjourn the sitting without a question being put or suspend or recess the sitting for a time to be named if considered necessary;
 - k) Represent and support the Authority, declaring its will and implicitly obeying its decisions in all things; and
 - l) Perform other duties when directed to do so by resolution of the Authority.
- 4.2 Upon request of the Chair, the Vice-Chair assumes the duties of the Chair as described above.

5.0 Conduct of Members

- 5.1 No Director at any meeting of the Authority shall:
- a) Criticize any decision of the Authority or the Committee, as the case may be, except for moving, in accordance with the provision of this by-law, that the questions be reconsidered.
 - b) Speak in a manner that is discriminatory in nature based on an individual's race, ancestry, place of origin, citizenship, creed, gender, sexual orientation, age, colour, marital status, family status or disability.
 - c) Leave their seat or make any noise or disturbance while a vote is being taken or until the result is declared.
 - d) Interrupt a member while speaking, except to raise a point of order or a question of privilege.
 - e) Speak disrespectfully or use offensive words against the Authority, Authority members, staff, or any member of the public;
 - f) Speak beyond the question (s) under debate;
 - g) Resist the rules or disobey the decision of the Chair on the questions or order or practices or upon the interpretation of the rules of the Authority.
- 5.2 If any Director resists or disobeys, they may be ordered by the Chair to leave their seat for the remainder of the meeting. In the case of an apology being made by the offender, they may, by majority vote of the Authority, be permitted to retake their seat.
- 5.3 No person except Directors and Staff shall be allowed to come to the Board's table during the meetings of the Board without permission of the Chair or the Board.
- 5.4 Censorship of an individual director for conduct unbecoming a Board member in the fulfillment of their duties will be in accordance with a Motion to Censure described in Appendix A.

6.0 Freedom of Information

- 6.1 The Authority members shall be governed at all times by the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).
- 6.2 In the instance where a member vacates their position on the Authority Board they will continue to be bound by MFIPPA requirements.

7.0 Notice of Meeting

- 7.1 The Chair shall call regular meetings of the Authority. Notice of regular meetings will be sent out from the Authority office at least five calendar days prior to the meeting date.
- 7.2 Notice of any meeting shall indicate the time and place of that meeting and the agenda for the meeting.
- 7.3 All material and correspondence to be dealt with by the Authority at a meeting will be submitted to the Chief Administrative Officer at least fourteen (14) days in advance of the meeting in question.
- 7.4 Written notice of motion may be given by any member of the Authority and shall be forthwith placed on the agenda of the next meeting.
- 7.5 When a quorum is first present after the hour fixed for a meeting, the Chair shall call the meeting to order.
- 7.6 If no quorum is present one-half hour after the time appointed for a meeting, the Chief Administrative Officer shall call the roll and record the names of the members present and the meeting shall stand adjourned until the next meeting.
- 7.7 The business of the Authority shall be taken up in the order in which it stands on the agenda unless otherwise decided by the Authority.
- 7.8 No member shall present any matter to the Authority for its consideration unless the matter appears on the agenda for the meeting of the Authority or leave is granted to present the matter by the affirmative vote of a majority of the members present.
- 7.9 The following matters shall have precedence over the usual order of business:
 - a. a point of order
 - b. a matter of privilege
 - c. a matter of clarification
 - d. a motion to suspend a rule of procedure or to request compliance with the rules of procedure
 - e. a motion that the question be put to a vote
 - f. a motion to adjourn
- 7.10 The Chair may, at his/her pleasure, call a special meeting of the Authority on three days' written notice. That notice shall state the business of the special

meeting and only that business shall be considered unless permission is granted by two-thirds of the members present.

- 7.11 With the exception of any municipal planning or regulation matter that requires an immediate decision of the Board of Directors, or priority business of a matter before the courts, all matters will be dealt with “in person” at a Board of Directors meeting. For those planning and regulation matters requiring immediate attention, and/or matters before the courts, the Chair may call a meeting of the Board of Directors via telephone conference or other conferencing technology. Such a telephone conference meeting must have quorum of the Directors participating and voting will be as outlined in Section 15.0.
- 7.12 Any member of the Board of Directors, with 50% support of the other Directors, may request the Chair to call a meeting of the Board and the Chair will not refuse.
- 7.13 Notwithstanding Section 7.6 of this Procedure, a meeting which has been interrupted through the loss of a quorum may be reconvened without notice provided that the meeting is reconvened on the same day.
- 7.14 The Chair or the CAO/Secretary-Treasurer may, by notice in writing or email, deliver to the members so as to be received by them at least 12 hours before the hour appointed for the meeting, postpone or cancel any meeting until the next scheduled date for the specific committee affected.
- 7.15 The Chair or the CAO/Secretary-Treasurer may, if it appears that a storm or like occurrence will prevent the members from attending a meeting, postpone that meeting by advising as many members as can be reached. Postponement shall not be for any longer than the next regularly scheduled meeting date.

8.0 Agenda for Meetings

- 8.1 Authority staff, under the supervision of the CAO shall prepare for the use of members at all regular meetings of the Authority, an agenda which shall include, but not necessarily be limited to, the following headings:
 - a. Business – In Camera
 - b. Roll Call
 - c. Approval of Agenda
 - d. Declaration of Pecuniary Interest
 - e. Presentations
 - f. Administrative Business
 - i. Approval of Minutes of Previous Meeting
 - ii. Business Arising from Minutes
 - iii. Correspondence
 - iv. Chair’s Comments
 - v. CAO’s Comments
 - g. Business – For Information (including):
 - i. Project Status Reports
 - ii. Financial Statements

- h. Business – For Consideration
- i. New Business
- j. Reports and Updates from Board Members
- k. Adjournment

8.2 The agenda for special meetings of the Authority shall be prepared as directed by the Chair.

9.0 Conflict of Interest

9.1 A conflict of interest refers to a situation in which the private interests or personal considerations of the member could compromise, or could reasonably appear to compromise, the member's judgment in acting objectively and in the best interest of the Authority.

A conflict of interest also includes using a member's position or confidential information for private gain or advancement or the expectation of private gain or advancement (e.g. direct or indirect financial interest in a matter, a contract or proposed contract with the Authority). A conflict may occur when an interest benefits any member of the member's family (spouse, partner, children, parents, siblings), friends or business associates. A conflict of interest includes engagement of members in private employment or rendering services for any person or corporation where such employment of services are considered a conflict of interest as defined by the Province of Ontario conflict of interest legislation.

9.2 Members shall refrain from placing themselves in conflict of interest situations.

9.3 A member must resign from the Authority if he or she is or becomes involved in private employment or rendering services considered to be a conflict of interest.

9.4 A member who has reasonable grounds to believe that he or she may have a conflict of interest or that there may be an appearance of a conflict of interest, in respect of a matter that is before the committee shall:

- a) Disclose orally the actual, potential or perceived conflict of interest at the beginning of the committee meeting or as soon as possible; and
- b) Excuse him or herself from the committee meeting while the matter is under consideration. If the member is participating via telephone or other electronic means, the chair shall ensure that the member is not able to listen to or participate in the discussion of the matter.

9.5 A member who has disclosed an actual, potential or perceived conflict of interest to the chair or the committee, as the case may be, shall refrain from voting or participating in the consideration of the matter, or from commenting on, discussing or attempting to exert his or her personal influence on another member with respect to the matter.

9.6 The minutes of the meeting shall reflect the disclosure of the actual, potential or perceived conflict of interest and whether the member withdrew from the discussion of the matter.

- 9.7 If it is not entirely clear whether or not an actual, potential or perceived conflict of interest exists, then the member with the potential conflict of interest shall disclose the circumstances to the Chair. The Chair will determine if there is a conflict of interest or if the member's conduct has violated this policy, in a timely fashion, dependent on the complexity of the situations and will communicate his or her decision directly to the member.
- 9.8 A member who has concerns about the conduct of another member regarding compliance with this policy should raise those concerns with the Chair. The Chair will follow essentially the same process for addressing complaints as for dealing with declared conflicts of interest with modifications to suit the difference circumstances.

10.0 Disclosure of Pecuniary Interest

- 10.1 Where a member, either on his own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter and is present at a meeting of the Authority or Standing Committee at which the matter is the subject of consideration, the member shall:
- a) prior to any consideration of the matter at the meeting, disclose the interest and the general nature thereof;
 - b) not take part in the discussion of, or vote on any question in respect of the matter; and
 - c) not attempt in any way whether before, during or after the meeting to influence the voting on any such question.
- 10.2 Where a meeting is not open to the public, in addition to complying with the requirements, the Member shall forthwith leave the meeting for the part of the meeting during which the matter is under consideration.
- 10.3 Where the interest of a Member has not been disclosed by reason of their absence from the particular meeting, the Member shall disclose their interest and otherwise comply at the first meeting of the Authority or Standing Committee, as the case may be, attended by them after the particular meeting.
- 10.4 The meeting secretary shall record in reasonable detail the particulars of any disclosure of pecuniary interest made by members of the Authority or Committees, as the case may be, and any such record shall appear in the minutes/notes of that particular meeting of the Authority or of the Committee, as the case may be.

11.0 Notice of Motion

- 11.1 Except as otherwise provided in this Regulation, a notice of motion to be made at an Authority or Committee meeting shall be given in writing and shall be delivered to the CAO/Secretary-Treasurer not less than seven (7) business days prior to the date and time of the meeting, to be included in the agenda for the Authority or Committee meeting at which the motion is to be introduced.

- 11.2 The CAO/Secretary-Treasurer shall include such notice of motion in full in the agenda for the meeting concerned.
- 11.3 Reports of Committees included in the Authority agenda shall constitute notice of motion with respect to any matter contained in such reports and recommended by any such Committee for adoption by the Authority.
- 11.4 Staff reports in the Authority agenda not having been considered by any Committee for adoption, shall constitute notice of motion for the purposes of any motion brought to the Authority with respect thereto.
- 11.5 Notwithstanding the foregoing, any motion or other business may be introduced for consideration of the Authority provided that it is made clear that to delay such motion or other business for the consideration of an appropriate Standing Committee would not be in the best interest of the Authority and that the introduction of the motion or other business shall be upon an affirmative vote of the majority of the members of the Authority present.
- 11.6 Any motion called from the Chair and for whatever reason deferred in three successive regular meetings of the Authority or Committee which is not proceeded with shall be deemed to be withdrawn.
- 11.7 Reconsideration of a motion previously adopted by the Authority requires a two-thirds majority of the Board, thus 10 or more Members (See Section G of Appendix A).

12.0 Delegations

- 12.1 Any person or organization desiring an opportunity to address the Authority may make a request in writing to the Chief Administrative Officer/Secretary-Treasurer fourteen (14) days in advance of a scheduled meeting if such request is to be included in the agenda of that meeting. The request should comprise a brief statement of the issue or matter involved and indicate the name of the proposed speaker(s).
- 12.2 The Chief Administrative Officer/Secretary-Treasurer is empowered to seek clarifications from the person or organization if the submitted statement is ambiguous and/or requires further explanation.
- 12.3 Any person or organization requesting an opportunity to address the Authority but not having made a written request to do so in accordance with Section 12.1 may appear before a meeting of the Authority but will be heard only if approved by a ruling of 2/3 of the Directors of the meeting.
- 12.4 No delegation, whether or not listed on the agenda, shall be heard without a ruling by the Chair of the meeting giving leave, but such ruling may be immediately appealed by a proper motion, and the ruling of the meeting shall govern.

- 12.5 Notwithstanding Section 12.2, a representative of a participating municipality of the Authority, duly authorized by resolution of such council, shall be heard as of right, and further any member of the Authority shall be heard as of right.
- 12.6 Except by leave of the Chair or appeal by the leave of the meeting, delegations shall be limited to a time of not more than ten (10) minutes.

13.0 Meetings with Closed Sessions

- 13.1 A meeting or a part of a meeting may be closed to the public if the subject matter being considered relates to:
- a) the security of the property of the Authority;
 - b) personnel matters about an identifiable individual including Authority employees;
 - c) a proposed or pending acquisition of land;
 - d) labour relations or employee negotiations;
 - e) litigation or potential litigation including matters before administrative tribunals affecting the Authority;
 - f) the receiving of advice that is subject to solicitor-client privilege.
- 13.2 A meeting shall be closed to the public if the subject matter relates to the consideration of a request under the Municipal Freedom of Information and Protection of Privacy Act.
- 13.3 Before holding a meeting or part of a meeting that is to be closed to the public, the members shall state by resolution during the open session of the meeting that there will be a meeting closed to the public and the general nature of the matter to be considered at the closed meeting.
- 13.4 No vote shall be taken and no written record shall be kept in a closed meeting unless it is for a procedural matter, or for giving directions or instructions to officers, employees or agents of the Authority or persons retained under contract with the Authority.
- 13.5 Any materials presented to the Board of Directors during a closed meeting will be returned to the CAO/Secretary-Treasurer prior to departing from the meeting.

14.0 Vote

- 14.1 On a tie vote, the motion is lost, and the Chair, may vote to make it a tie unless the vote is by ballot. The Chair cannot, however, vote twice, first to make a tie and then give the casting vote.
- 14.2 A majority vote of the members present at any meeting is required upon all matters coming before the meeting.
- 14.3 Interrelated motions shall be voted on in the following order:
- a) motions to refer the matter, and

- b) if no motion under clause (a) is carried, the order for voting on the remaining motions shall be:
 - i) amending motion
 - ii) the original motion
- 14.4 Unless a member requests a recorded vote, a vote shall be by a show of hands or such other means as the Chair may call.
- 14.5 Before a vote is taken, any member may require a recorded vote and it shall be taken by alphabetical surname with the Chair voting last. On a recorded vote, each member will answer “yes” or “no” to the question, or will answer “abstain” if the said member does not wish to vote. If any Member abstains from voting, they shall be deemed to have voted in opposition to the question, and where the vote is a recorded vote, their vote shall be recorded accordingly by the secretary.
- 14.6 At the meeting of the Authority at which the non-matching levy is to be approved, the Chair shall at the appointed time during the meeting, call the roll of members present, and having been advised by the Secretary-Treasurer of those present and the respective, eligible weighted votes, conduct the roll call vote to approve of non-matching levy by a weighted majority of the members present and eligible to vote. (see O. Reg. 139/96)
- 14.7 Where a question under consideration contains more than one item, upon the request of any member, a vote upon each item shall be taken separately.
- 14.8 A vote on any planning or regulation matter dealt with through a telephone conference meeting (F-11) shall be a recorded vote.
- 14.9 If a vote is required, upon circumstances described in Section 7.11, the Chair may direct the CAO to conduct a “telephone or email survey” and record the vote.
- 14.10 Where any member of the Authority or Committee is acting in the place of the Chair or the Committee Chair, as the case may be, such member shall have and may exercise all the rights and powers of the Chair or the Committee Chair of the Standing Committee as the case may be, while so acting.

15.0 Minutes

- 15.1 The CAO/Secretary-Treasurer shall undertake to have a recording secretary in attendance at meetings of the Authority and each Standing Committee. The recording secretary will make a record in the form of Minutes of the meeting proceedings and in particular shall record all motions considered at the meeting.
- 15.2 For matters dealt with in closed session, the CAO or designate will take notes of any direction provided, for endorsement by the Chair and Vice-Chair.
- 15.3 Minutes of all meetings shall include the time and place of the meeting and a list of those present and shall state all motions presented together with the mover and seconder.

- 15.4 The Secretary-Treasurer shall send out the minutes of Board of Directors meetings to each member of the Authority.
- 15.5 The Authority will electronically send the minutes of Board of Directors meetings to member municipalities following approval of those minutes by the Board of Directors.

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Appendix A Common Motions

A Motion to Adjourn

- A.1 A Motion to Adjourn:
- a) is always in order except as provided by this by-law;
 - b) is not debatable;
 - c) is not amendable;
 - d) is not in order when a member is speaking or during the verification of the vote;
 - e) is not in order immediately following the affirmative resolution of a motion to close debate; and
 - f) when resulting in the negative, cannot be made again until after some intermediate proceedings have been completed by the Authority.
- A.2 A motion to adjourn without qualification, if carried, brings a meeting or a session of the Authority to an end.
- A.3 A motion to adjourn to a specific time, or to reconvene upon the happening of a specified event, suspends a meeting of the Authority to continue at such time.

B Motion to Amend

- B.1 A motion to amend:
- a) is debatable;
 - b) is amendable;
 - c) shall be relevant and not contrary to the principle of the report or motion under consideration; and
 - d) may propose a separate and distinct disposition of a question provided that such altered disposition continues to relate to the same issue which was the subject matter or the question.
- B.2 Only one motion to amend an amendment to the question shall be allowed at one time and any further amendment must be to the main question.
- B.3 Notwithstanding anything herein to the contrary, no motion to amend the motion to adopt any report shall be permitted.

C Motion to Censure

The Niagara Peninsula Conservation Authority Board of Directors may call for a motion to censure an individual Member for conduct unbecoming a board member in the fulfillment of his/her Niagara Peninsula Conservation Authority duties. This will require a seconder and a 2/3 vote of members present at the Board of Directors meeting to pass. The motion to censure must be dealt with immediately and once the motion is approved, the appointing municipality will be advised, in writing, by the Chair of the Board of Directors.

D Motion to Close Debate (Previous Question)

- D.1 A motion to close debate:
- a) is not debatable;
 - b) is not amendable;
 - c) cannot be moved with respect to the main motion when there is an amendment under consideration;
 - d) should be moved by a member who has not already debated the question;
 - e) can only be moved in the following words: "I move to close debate".
 - f) requires a majority of members present for passage; and
 - g) when resolved in the affirmative, the question is to be put forward without debate or amendment.

E Motion to Postpone Definitely

- E.1 A motion to postpone definitely:
- a) is debatable, but only as to whether a matter should be postponed and to what time;
 - b) is amendable as to time;
 - c) requires a majority of members present to pass; and
 - d) shall have precedence over the motions to refer, to amend, and to postpone indefinitely.

F Motion to Postpone Indefinitely

- F.1 A motion to postpone indefinitely:
- a) is not amendable;
 - b) is debatable, and debate may go into the merits of the main question, which effectively kills a motion and avoids a direct vote on the question;
 - c) requires a majority vote; and
 - d) shall have precedence over no other motion.

G Motion to Reconsider

- G.1 A motion to reconsider, under this Regulation:
- a) is debatable;
 - b) is not amendable; and
 - c) requires a two-thirds majority vote, regardless of the vote necessary to adopt the motion to be reconsidered.
- G.2 After any question, except one of indefinite postponement has been decided by the Authority, any Member who was present and who voted in the majority may, at a subsequent meeting of the Authority, move for the reconsideration thereof, provided due notice of such intention is given as required by this Regulation, but no discussion of the main question by any person shall be allowed unless the motion to reconsider has first been adopted.
- G.3 After any question, except one of indefinite postponement has been decided by Committee, but before a decision thereon by the Authority, any member who was present at the Committee meeting concerned and who voted in the majority,

may, at a subsequent meeting of the Committee, provided the Authority still has made no decision thereon, move for the reconsideration thereof, provided due notice of such intention is given as required by this Regulation, but no discussion of the main question by any person shall be allowed unless the motion to reconsider has first been adopted.

G.4 No question upon which a notice of reconsideration has been accepted shall be reconsidered more than once, nor shall a vote to reconsider be reconsidered.

G.5 If a motion to reconsider is decided in the affirmative, reconsideration shall become the next order of business and debate on the question to be reconsidered shall proceed as though it had never previously been considered.

H Motion to Refer (to Committee)

H.1 A motion to refer:

- a) is debatable;
- b) is amendable; and
- c) shall take precedence over all amendments of the main question and any motion to postpone indefinitely, to postpone definitely or to table the question.

I Motion to Suspend the Rules (Waive the Rules)

I.1 A motion to suspend the rules:

- a) is not debatable;
- b) is not amendable; and
- c) requires a 2/3 majority to carry;
- d) takes precedence over any motion if it is for a purpose connected with that motion and yields to a motion to table.

J Motion to Table

J.1 A motion to table:

- a) is not debatable;
- b) is not amendable.

J.2 A motion to table a matter with some condition, opinion or qualification added to the motion shall be deemed to be a motion to postpone.

J.3 The matter tabled shall not be considered again by the Authority until a motion has been made to take up the tabled matter at the same time or subsequent meeting of the Authority.

J.4 A motion to take up a tabled matter is not subject to debate or amendment.

J.5 A motion that has been tabled at a previous meeting of the Authority cannot be lifted off the table unless notice thereof is given in accordance with Section 11 of this Regulation.

J.6 A motion that has been tabled and not taken from the table for six (6) months shall be deemed to be withdrawn and cannot be taken from the table.

K Point of Order

The Chair or Committee Chair, as the case may be, shall decide points of order. When a Member wishes to raise a point of order, the Member shall ask leave of the Chair/Committee Chair and after leave is granted, the Member shall state the point of order to the Chair/Committee Chair, after which the Chair/Committee chair shall decide on the point or order. Thereafter, the Member shall only address the Chair/Committee Chair for the purpose of appealing the decision to the Authority or the Committee, as the case may be. If the Member does not appeal, the decision of the Chair/Committee Chair shall be final. If the Member appeals to the Authority or the Committee as the case may be, the Authority/Committee shall decide the question without debate and the decision shall be final.

L Point of Personal Privilege

When a Member considers that his integrity or the integrity of the Authority or Committee has been impugned, the Member may, as a matter of personal privilege and with the leave of the Chairman, draw the attention of the Authority or the Committee, as the case may be, to the matter by way of a point of personal privilege. When a point of personal privilege is raised, it shall be considered and decided by the Chair or Committee Chair, as the case may be, immediately. The decision of the Chair or Committee Chair, as the case may be, on a point of privilege may be appealed to the Authority.

Appendix B Code of Conduct

1.0 General

All members shall serve in a conscientious and diligent manner. No member shall use the influence of office for any purpose other than for the exercise of his/her official duties.

2.0 Gifts and Benefits

Members shall not accept fees, gifts or personal benefits (greater than \$50 in value) that are connected directly or indirectly with the performance of duties, except compensation authorized by law.

3.0 Confidentiality

All information, documentation or deliberations received, reviewed, or taken in closed session of the Authority and its committees are confidential.

Members shall not disclose or release by any means to any member of the public either in verbal or written form any confidential information acquired by virtue of their office, except when required by law to do so.

Members shall not permit any persons other than those who are entitled thereto to have access to information which is confidential.

Particular care should be exercised in releasing information such as the following:

- personnel matters
- information about suppliers provided for evaluation which might be useful to other suppliers
- matters relating to the legal affairs of the Authority
- sources of complaints where the identity of the complainant is given in confidence
- items under negotiation
- schedules of prices in contract tenders
- information deemed to be “personal information” under the Municipal Freedom of Information and Protection of Privacy Act.

The list above is provided for example and is not inclusive.

4.0 Use of Authority Property

No member shall use for personal purposes any Authority property, equipment, supplies, or Services of consequence other than for purposes connected with the discharge of Authority duties or associated community activities of which the Authority has been advised.

5.0 Work of a Political Nature

No Member shall use Authority facilities, services or property for his or her re-election campaign. No member shall use the services of Authority employees for his or her re-election campaign, during hours in which the employees are in the paid employment of the Authority.

6.0 Conduct at Authority Meetings

During meetings, members shall conduct themselves with decorum. Respect for delegations and for fellow members requires that all members show courtesy and not distract from the business of the Authority during presentations and when other members have the floor.

7.0 Influences on Staff

Members shall be respectful of the fact that staff work for the whole corporation and are charged with making recommendations that reflect their professional expertise and corporate perspective, without undue influence from any individual member or faction.

8.0 Business Relations

No member shall borrow money from any person who regularly does business with the Authority unless such person is an institution or company whose shares are publicly traded and who is regularly in the business of lending money.

No member shall act as a paid agent before the Authority or a committee of the Authority, except in compliance with the terms of the Municipal Conflict of Interest Act.

9.0 Encouragement of Respect for Corporation and its Regulations

Members shall represent the Authority in a respectful way and encourage public respect for the Authority and its Regulations.

10.0 Harassment

Harassment of another member, staff or any member of the public is misconduct. It is the policy of the Niagara Peninsula Conservation Authority that all persons be treated fairly in the workplace in an environment free of discrimination and of personal and sexual harassment.

Harassment may be defined as any behaviour by any person including a co-worker that is directed at or is offensive to another person on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, marital status or family status and any other prohibited grounds under the provisions of the Ontario Human Rights Code.

11.0 Interpretation

Members of the Authority seeking clarification of any part of this Appendix should consult with the Municipal Clerk or Corporate Council of the municipality that appointed the respective member.



NIAGARA PENINSULA
CONSERVATION
AUTHORITY

Board of Directors
Regulation # 3
Hearing Procedures

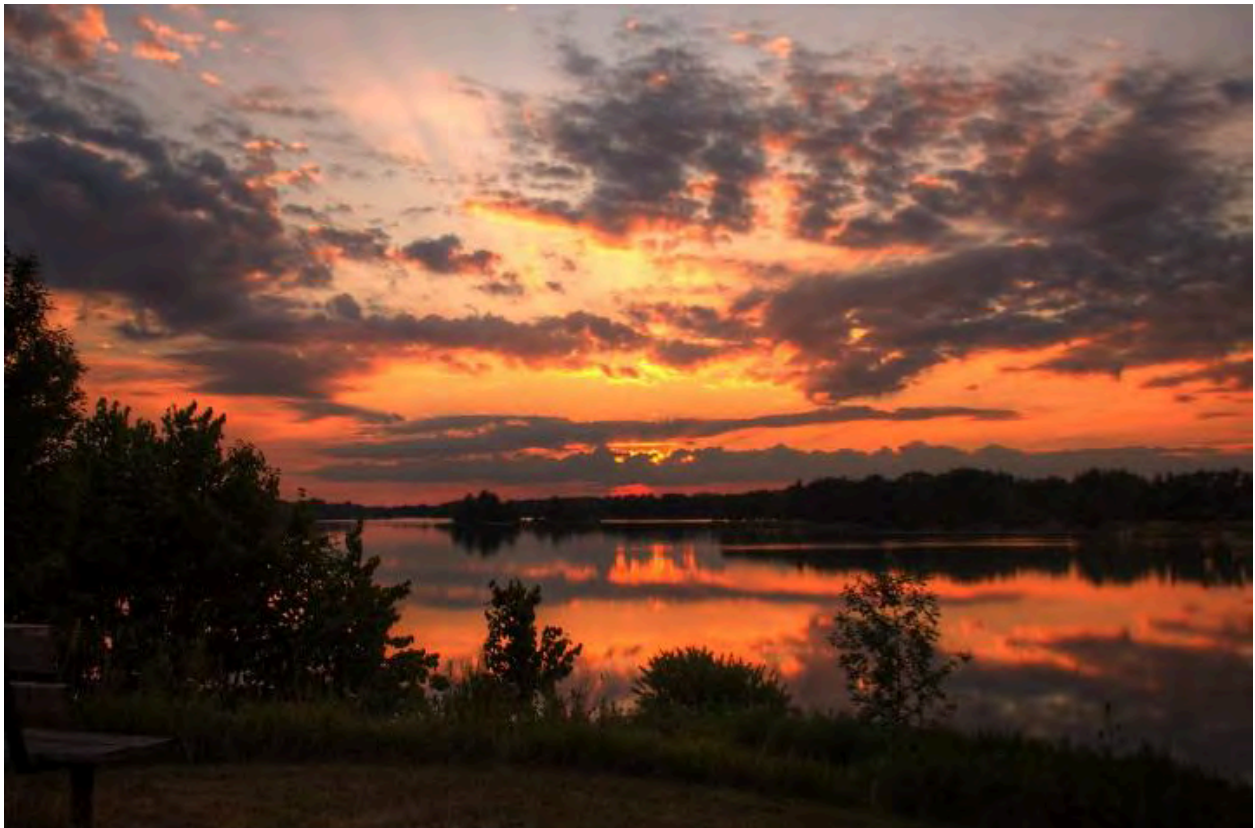


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1.0 INTRODUCTION

The purpose of the Hearing Procedures is to guide the Niagara Peninsula Conservation Authority (NPCA) Hearing Board in conducting hearings under Section 28 of the *Conservation Authorities Act*. These procedures reflect the changes to the 1998 Conservation Authorities Act. The Act requires that the applicant be party to a hearing by the local Conservation Authority Board, for an application to be refused or approved with contentious conditions. Further, a permit may be refused if in the opinion of the Authority the proposal adversely affects the control of flooding, pollution or conservation of land, and additional erosion and dynamic beaches. In addition, a Hearing may be convened at the request of a holder of a permission ("permit holder") when it is the Authority's intention to cancel a permission. Ontario Regulation 182/06, pursuant to the Conservation Authorities Act, provides for the cancellation of permissions (a permit or other form of written authorization), if the Authority is of the opinion that the conditions of the permit have not been met.

The Hearing Board, which is comprised of the members of the Niagara Peninsula Conservation Authority Board of Directors, is empowered by law to make a decision, governed by the Statutory Powers Procedures Act. It is the purpose of the Hearing Board to evaluate the information presented at the hearing by both the Conservation Authority staff and the applicant and to decide whether the application will be approved with or without conditions, or refused.

These procedures are intended to provide a step-by-step process to conducting hearings required under Section 28 (12), (13), (14) of the *Conservation Authorities Act*. The procedures are designed to ensure that hearings are conducted in a manner consistent with the legal requirements of the Statutory Powers Procedures Act without being unduly legalistic or intimidating to the participants.

2.0 PRE-HEARING PROCEDURES

2.1 Apprehension of Bias

In considering the application, the Hearing Board is acting as a decision-making tribunal. The tribunal is to act fairly. Under general principles of administrative law relating to the duty of fairness, the tribunal is obliged not only to avoid any bias but also to avoid the appearance or apprehension of bias. The following are three examples of steps to be taken to avoid apprehension of bias where it is likely to arise.

- (a) No member of the Authority taking part in the hearing should be involved, either through participation in committee or intervention on behalf of the applicant/permit holder or other interested parties with the matter, prior to the hearing. Otherwise, there is a danger of an apprehension of bias which could jeopardize the hearing.
- (b) If material relating to the merits of an application that is the subject of a hearing is distributed to Board members before the hearing, the material shall be distributed to the applicant/permit holder at the same time. The applicant/permit holder may be afforded an opportunity to distribute similar pre-hearing material.

- (c) In instances where the Authority requires a hearing to help it reach a determination as to whether to give permission with or without conditions or refuse a permit application, a final decision shall not be made until such time as a hearing is held. The applicant/permit holder will be given an opportunity to attend the hearing before a decision is made; however, the applicant/permit holder does not have to be present for a decision to be made.

2.2 Application

The right to a hearing is required where staff is recommending the cancellation of a permission, refusal of an application or where there is some indication that the Authority may not follow staff's recommendation to approve a permit or the applicant objects to the conditions of approval. The applicant is entitled to reasonable notice of the hearing pursuant to the *Statutory Powers Procedures Act*.

- 2.3** Applicants shall be sent a Notice of Hearing within 30 to 90 days from the date that a requirement for a Hearing is identified as per Section 2.2. It is recommended the applicant be consulted to determine an agreeable date and time based on the Authority's regular meeting schedule. Along with The Notice of Hearing, applicants will be provided with the hearing procedures.

When a permission is being cancelled, there is a need to act quickly to inform the permit holder of the Authority's intention to cancel the permission as the permission would normally involve an aspect of the development or activity which in the opinion of the Authority is unauthorized. Should a permit holder request a hearing when advised of the Authority's intention, the Authority shall give the holder at least 5 days notice of the date of the hearing. Notice of a Hearing date may be given verbally to provide as much lead time to the permit holder as is reasonably possible. Verbal notice shall be followed-up with a written notice.

The Notice of Hearing must contain the following:

- (a) Reference to the applicable legislation under which the hearing is to be held (i.e., the Conservation Authorities Act).
- (b) The time, place and the purpose of the hearing.
- (c) Particulars to identify the applicant/permit holder, property and the nature of the application/permission which are the subject of the hearing.
Note: If the applicant is not the landowner but the prospective owner, the applicant must have written authorization from the registered landowner.
- (d) The reasons for the intended permit cancellation, refusal of a permit or conditions of approval shall be specifically stated. This should contain sufficient detail to enable the permit holder to understand the issues so he or she can be adequately prepared for the hearing.

It is sufficient to reference in the Notice of Hearing that the recommendation for cancellation, refusal or conditions of approval is based on the reasons outlined in previous correspondence or a hearing report that will follow.

- (e) A statement notifying the applicant/permit holder that the hearing may proceed in the applicant/permit holder's absence and that the applicant/permit holder will not be entitled to any further notice of the proceedings.

Except in extreme circumstances, it is recommended that the hearing not proceed in the absence of the applicant/permit holder.

- (f) Reminder that the applicant/permit holder is entitled to be represented at the hearing by counsel, if desired.

The Notice of Hearing shall be directed to the applicant and/or permit holder by registered mail. Please refer to Appendix A for an example Notice of Hearing.

2.4 Pre-Submission of Reports

The Hearing process shall be guided by the principle of full disclosure by the parties (the applicant/permit holder and the Authority staff).

From the date the applicant/permit holder receives the Notice of Hearing outlining the reasons for Authority staff recommendations, the process shall provide sufficient time for the parties to prepare information including such materials as the application proposal; supporting technical documents (plans, drawings, studies etc.) and any summary reports or presentation material that the Hearing Board will consider in arriving at a decision. The parties shall ensure that a complete set of their respective information materials are exchanged a minimum of two weeks prior to the Hearing to provide time for review.

In scheduling the Hearing date with the applicant/permit holder, Authority staff must give consideration to the timelines required to provide for the preparation of Hearing information, exchange and review by the parties as set out above.

2.5 Hearing Information

Prior to the hearing, the applicant/permit holder shall be advised of the local Conservation Authority's hearing procedures upon request.

3.0 HEARING

The following outlines the process for a Hearing. It should be noted at the beginning of the Hearing if there are any Conflict of Interest concerns or issues. (Reference: Niagara Peninsula Conservation Authority Regulation #2 – Meeting Procedures)

3.1 Public Hearing

Pursuant to the *Statutory Powers Procedure Act*, hearings are required to be held in public. The exception is in very rare cases where public interest in public hearings is outweighed by the fact that intimate financial, personal or other matters would be disclosed at hearings.

3.2 Hearing Participants

The *Conservation Authorities Act* does not provide for third party status at the local hearing. While others may be advised of the local hearing, any information that they provide should be incorporated within the presentation of information by, or on behalf of, the applicant/permit holder or Authority staff.

While the hearings will be held in public and are also open to attendance by the media, the filming of the hearing or the taking of pictures will not be permitted during the hearing by any person or persons unless permitted by the Chair.

3.3 Attendance of Hearing Board Members

In accordance with case law relating to the conduct of hearings, those members of the Authority who will decide whether to grant the application, refuse the application or cancel the permission, must be present during the full course of the hearing. If it is necessary for a member to leave: 1) the hearing must be adjourned and resumed when the member returns, or 2) if the hearing proceeds, even in the event of an adjournment, only those members who were present after the member left can sit to the conclusion of the hearing.

3.4 Adjournments

The Board may adjourn a hearing on its own motion or that of the applicant/permit holder or Authority staff where it is satisfied that an adjournment is necessary for an adequate hearing to be held.

Any adjournments form part of the hearing record.

3.5 Orders and Directions

The Authority is entitled to make orders or directions to maintain order and prevent the abuse of its hearing processes. A hearing procedures example has been included as Appendix B.

3.6 Information Presented at Hearings

- (a) The *Statutory Powers Procedure Act*, requires that a witness be informed of his right to object pursuant to the *Canada Evidence Act*. The *Canada Evidence Act* indicates that a witness shall be excused from answering questions on the basis that the answer may be incriminating. Further, answers provided during the hearing are not admissible against the witness in any criminal trial or proceeding. This information should be provided to the applicant/permit holder as part of the Notice of Hearing.
- (b) The Hearing is a formal procedure. However, the evidence before the Board is not required to be given under oath or affirmation.

- (c) The Board may authorize receiving a copy rather than the original document. However, the Board can request certified copies of the document if required.
- (d) Privileged information, such as solicitor/client correspondence, cannot be heard. Information that is not directly within the knowledge of the speaker (hearsay), if relevant to the issues of the hearing, can be heard.
- (e) The Board may take into account matters of common knowledge such as geographic or historic facts, times measures, weights, etc. or generally recognized scientific or technical facts, information or opinions within its specialized knowledge without hearing specific information to establish their truth.

3.7 Conduct of Hearing

3.7.1 Record of Attending Hearing Board Members

A record shall be made of the members of the Hearing Board.

3.7.2 Opening Remarks

The Chair shall convene the hearing with opening remarks which generally; identify the applicant/permit holder, the nature of the application, and the property location; outline the hearing procedures; and advise on requirements of the Canada Evidence Act. Please reference Appendix C or Appendix D for the Opening Remarks model.

3.7.3 Presentation of Authority Staff Information

Staff of the Authority presents the reasons supporting the recommendation for the cancellation, refusal or conditions of approval of the application. Any reports, documents or plans that form part of the presentation shall be properly indexed and received.

Staff and/or legal counsel of the Authority should not submit new information at the hearing as the applicant/permit holder will not have had time to review and provide a professional opinion to the Hearing Board.

3.7.4 Presentation of Applicant/Permit Holder Information

The applicant/permit holder (and/or agent) has the opportunity to present information at the conclusion of the Authority staff presentation. Any reports, documents or plans which form part of the submission should be properly indexed and received. The presentation shall be made by one only of either the applicant/permit holder (and/or agent).

The applicant/permit holder (and/or agent) shall present information as it applies to the permit application or the cancellation of permission in question. For instance, does the requested activity affect the control of flooding, erosion, dynamic beach or conservation of land or pollution? The hearing does not address the merits of the activity or appropriateness of such a use in terms of planning.

- (a) The applicant/permit holder may be represented by an agent (e.g. legal counsel, consultant etc.), if desired
- (b) The applicant/permit holder may have only one designated agent as a spokesperson to present information to the Board
- (c) The applicant/permit holder presentation may include technical witnesses, such as an engineer, ecologist, hydrogeologist etc.

The applicant/permit holder (and/or agent) should not submit new information at the hearing as the Staff of the Authority will not have had time to review and provide a professional opinion to the Hearing Board.

3.7.5 Questions

Members of the Hearing Board may direct questions, through the Chair, to each speaker as the information is being heard. The applicant/permit holder (and/or agent) can make any comments or questions on the staff report.

Pursuant to the *Statutory Powers Procedure Act*, the Board can limit questioning where it is satisfied that there has been full and fair disclosure of the facts presented. Note that the courts have been particularly sensitive to the issue of limiting questions and there is a tendency to allow limiting of questions only where it has clearly gone beyond reasonable or proper bounds.

The hearing board must subjectively have reasonable and probable grounds on which to base a decision, information presented must be relevant in the context of the decision to be made. Those grounds must, in addition, be justifiable from an objective point of view, such that a person of ordinary and prudent judgment placed in the position of the hearing board must be able to conclude that there were reasonable and probable grounds for limiting facts or circumstances presented that would not be relevant for a decision to be made.

3.7.6 Deliberation

After all the information is presented, the Board will deliberate and make a decision on the application or the cancellation of a permission in camera.

4.0 DECISION

Upon making its decision, the Board will rise from in camera and report its decision and particulars of the decision.

4.1 Adoption

A resolution advising of the Board's decision and particulars of the decision will be adopted. The Chair will call a vote by a show of hands.

4.2 Notice of Decision

The applicant/permit holder must receive written notice of the decision within 15 days of the decision. The applicant shall be informed of the right to appeal the decision within 30 days upon receipt of the written decision to the Minister of Natural Resources.

There is no provision in the Conservation Authorities Act that provides the permit holder for appeal in situations where a permit is cancelled.

The Board shall itemize and record information of particular significance which led to their decision.

The decision notice should include the following information:

- (a) The identification of the applicant/permit holder, property and the nature of the application that was the subject of the hearing.
- (b) The decision and reasons to cancel, refuse or approve the application. A copy of the Hearing Board resolution should be attached.

The written Notice of Decision will be forwarded to the applicant/permit holder by registered mail. A sample Notice of Decision and cover letter has been included as Appendix D.

5.0 RECORD

The Authority shall compile a record of the hearing. Recording devices may be used for this purpose. In the event of an appeal, a copy of the record should be forwarded to the Minister of Natural Resources/Mining and Lands Commissioner. The record must include the following:

- (a) The application for the permit or the permit in the case of a cancellation of permission.
- (b) The Notice of Hearing.
- (c) Any orders made by the Board (e.g., for adjournments).
- (d) All information received by the Board.
- (e) The minutes of the meeting made at the hearing.
- (f) The decision and reasons for decision of the Board.
- (g) The Notice of Decision sent to the applicant/permit holder.

APPENDIX A – NOTICE OF HEARING

IN THE MATTER OF
The Conservation Authorities Act,
R.S.O. 1990, Chapter 27

AND IN THE MATTER OF an application/cancellation (by)

FOR THE PERMISSION OF THE
CONSERVATION AUTHORITY
Pursuant to Regulations made under
Section 28, Subsection 12 of the said Act

TAKE NOTICE THAT a Hearing before the Board of Directors of the Niagara Peninsula Conservation Authority will be held under Section 28 (12) of the *Conservation Authorities Act* OR Subsection 8 (2) of O.Reg 182/06 at the offices of the said Authority, 250 Thorold Road, Welland, Ontario L3C 3W2, at the hour of _____, on the _____ day of _____, 201_, with respect to the application by (NAME) to permit OR with respect to the cancellation of Permit #_____, granted to (NAME), that allows the permission of development within an area regulated by the Authority in order to ensure no adverse affect on **(the control of flooding, erosion, dynamic beaches or pollution or conservation of land./alter or interfere with a watercourse, shoreline or wetland)** on Lot _____, Plan/Lot _____, Concession _____, (Street) in the City of _____, Regional Municipality of _____, _____ Watershed.

TAKE NOTICE THAT you are invited to make a delegation and submit supporting written material to the Board of Directors of The Niagara Peninsula Conservation Authority for the meeting of (meeting number). If you intend to appear, please contact (name). Written material will be required by (date), to enable the Committee members to review the material prior to the meeting.

TAKE NOTICE THAT this hearing is governed by the provisions of the *Statutory Powers Procedure Act*. Under the Act, a witness is automatically afforded a protection that is similar to the protection of the *Ontario Evidence Act*. This means that the evidence that a witness gives may not be used in subsequent civil proceedings or in prosecutions against the witness under a Provincial Statute. It does not relieve the witness of the obligation of this oath since matters of perjury are not affected by the automatic affording of the protection. The significance is that the legislation is Provincial and cannot affect Federal matters. If a witness requires the protection of the Canada Evidence Act that protection must be obtained in the usual manner. The Ontario Statute requires the tribunal to draw this matter to the attention of the witness, as this tribunal has no knowledge of the affect of any evidence that a witness may give.

AND FURTHER TAKE NOTICE that if you do not attend at this Hearing, the Board of Directors of the Niagara Peninsula Region Conservation Authority may proceed in your absence, and you will not be entitled to any further notice in the proceedings.

DATED the _____ day of , _____ 2010

The Board of Directors of the
Niagara Peninsula Conservation Authority
Per: Chief Administrative Officer/Secretary-Treasurer

APPENDIX B – HEARING PROCEDURES

1. Motion to sit as Hearing Board.
2. Roll Call followed by the Chair's opening remarks.
3. Staff will introduce to the Hearing Board the applicant/permit holder (and/or agent).
4. Staff will indicate the nature and location of the subject application and the conclusions.
5. Staff and/or counsel will present the staff report included in the Authority agenda and the reasons for the recommendation.
6. The applicant/permit holder (and/or agent) will have the opportunity to ask questions of staff based on their presentation.
7. Following the applicant/permit holder (and/or agent), the members of the Board can ask the staff questions.
8. The applicant/permit holder (and/or agent) will make a presentation.
9. The staff and/or counsel will have the opportunity to ask questions of the applicant/permit holder (and/or agent) followed by questions from the Board.
10. The Hearing Board will move into camera
11. The Hearing Board will, once it has reached a decision, move out of camera, to reconvene in public forum.
12. Members of the Hearing Board will move and second a motion.
13. A motion will be carried which will culminate in the decision.
14. The Chair or Acting Chair will advise the applicant/permit holder of the Hearing Board decision.
15. If decision is "to refuse", the Chair or Acting Chair shall notify the applicant in writing of his/her right to appeal the decision to the Minister of Natural Resources within 30 days of receipt of the reasons for the decision.

Note: There is no provision in the *Conservation Authorities Act* that provides for appeal in situations where a permit is cancelled.

16. Motion to move out of Hearing Board.

APPENDIX C – CHAIR’S REMARKS

CHAIR'S REMARKS WHEN DEALING WITH HEARINGS WITH RESPECT TO ONTARIO REGULATION 182/06 – APPLICATION FOR A PERMIT

We are now going to conduct a hearing under Section 28 of the *Conservation Authorities Act* in respect of an application by _____: , for permission to:_____.

The Authority has adopted regulations under Section 28 of the *Conservation Authorities Act* which requires the permission of the Authority for development within an area regulated by the Authority in order to ensure no adverse affect on the control of flooding, erosion, dynamic beaches or pollution or conservation of land or to permit alteration to a shoreline or watercourse or interference with a wetland.

The Staff has reviewed this proposed work and a copy of the staff report has been given to the applicant.

The *Conservation Authorities Act* (Section 28 [12]) provides that:

"Permission required under a regulation made under clause (1) (b) or (c) shall not be refused or granted subject to conditions unless the person requesting permission has been given the opportunity to require a hearing before the authority".

In holding this hearing, the Authority Board/Executive Committee is to determine whether or not a permit is to be issued. In doing so, we can only consider the application in the form that is before us, the staff report, such evidence as may be given and the submissions to be made on behalf of the applicant.

The proceedings will be conducted according to the *Statutory Powers Procedures Act*. Further to this, Section 5 of the *Canada Evidence Act* states:

1. No witness shall be excused from answering any questions on the ground that the answer to the question may tend to criminate him or may tend to establish his liability to a civil proceeding at the instance of the Crown or any person.
2. Where with respect to any question a witness objects to answer on the ground that his answer may tend to criminate him or may tend to establish his liability to a civil proceeding at the instance of the Crown or of any person and if but for this Act or the Act of any provincial legislature, the witness would therefore have been excused from answering the question, then although the witness is by reason of the Act or the provincial Act compelled to answer, the answer so given shall not be used or admissible in evidence against him in any criminal trial or other criminal proceeding against him thereafter taking place other than a prosecution for perjury in giving of that evidence or for the giving of contradictory evidence.

The procedure in general will be informal without the evidence before it being given under oath or affirmation.

The rules of evidence before this Board are informal.

If the applicant has any questions to ask of the Board of Directors, he/she is free to do so providing all questions are directed to the Chair of the Board.

The Hearing will proceed as follows:

1. Staff and/or counsel of the Niagara Region Conservation Authority will present an overview of the application and the reasons why the application was recommended for denial, if applicable. The applicant will then have the opportunity to ask questions of staff based on their presentation. Following the applicant, the members of the board may ask the staff questions.
2. Next will be the presentation by the applicant (and/or agent) followed by questions by Niagara Peninsula Conservation Authority staff and/or counsel and then questions by members of the Board of Directors.
3. Lastly, the Board of Directors will deliberate and make a decision on the application. A resolution advising of the Board of Directors decision and the particulars of the decision will then be adopted.

APPENDIX D – CHAIR’S REMARKS

CHAIR'S REMARKS WHEN DEALING WITH HEARINGS WITH RESPECT TO ONTARIO REGULATION 182/06 – CANCELLATION OF A PERMIT

We are now going to conduct a hearing under Section 8 of Ontario Regulation 182/06 pursuant to the *Conservation Authorities Act* in regards to the cancellation of Permit No. _____, issued to _____

The Authority has adopted a regulation under Section 28 of the *Conservation Authorities Act* which allows the Authority to cancel permissions if the conditions of the permit have not been met.

The Staff has reviewed this proposed work and a copy of the staff report has been given to the permit holder.

Ontario Regulation 182/06 pursuant to the *Conservation Authorities Act* indicates that:

“The authority may cancel a permission if it is of the opinion that the conditions of the permission have not been met”

In holding this hearing, the Authority Board/Executive Committee is to determine whether or not a permit is to be cancelled. In doing so, we can only consider the evidence as presented to us.

The proceedings will be conducted according to the *Statutory Powers Procedures Act*. Further to this, Section 5 of the *Canada Evidence Act* states:

1. No witness shall be excused from answering any questions on the ground that the answer to the question may tend to criminate him or may tend to establish his liability to a civil proceeding at the instance of the Crown or any person.
2. Where with respect to any question a witness objects to answer on the ground that his answer may tend to criminate him or may tend to establish his liability to a civil proceeding at the instance of the Crown or of any person and if but for this Act or the Act of any provincial legislature, the witness would therefore have been excused from answering the question, then although the witness is by reason of the Act or the provincial Act compelled to answer, the answer so given shall not be used or admissible in evidence against him in any criminal trial or other criminal proceeding against him thereafter taking place other than a prosecution for perjury in giving of that evidence or for the giving of contradictory evidence.

The procedure in general will be informal without the evidence before it being given under oath or affirmation.

The rules of evidence before this Board are informal.

If the permit holder (and/or agent) has any questions to ask of the Board of Directors, he/she is free to do so providing all questions are directed to the Chair of the Board.

The Hearing will proceed as follows:

1. Staff and/or counsel of the Niagara Peninsula Conservation Authority will present an overview of the cancellation and the reasons why the permission is being cancelled. The permit holder will then have the opportunity to ask questions of staff based on their presentation. Following the permit holder, the members of the board may ask the staff questions.
2. Next will be the presentation by the permit holder (and/or agent) followed by questions by Niagara Peninsula Conservation Authority staff and/or counsel and then questions by members of the Board of Directors.
3. Lastly, the Board of Directors will deliberate and make a decision on the cancellation. A resolution advising of the Board of Directors decision and the particulars of the decision will then be adopted.

APPENDIX E – LETTER (Refusal)

(Date)

BY REGISTERED MAIL

(name)

(address)

Dear:

**RE: NOTICE OF DECISION (Refusal of an Application)
Hearing Pursuant to Section 28(12) of the Conservation Authorities Act
Proposed Development
Lot , Plan ; XX Drive City of
(Application #)**

In accordance with the requirements of the *Conservation Authorities Act*, the Niagara Peninsula Conservation Authority provides the following Notice of Decision:

On **(meeting date and number)**, the Hearing Board for the Niagara Peninsula Conservation Authority refused/approved your application/approved your application with conditions. A copy the Board's resolution # has been attached for your records. Please note that this decision is based on the following reasons: **(the proposed development/alteration to a watercourse or shoreline adversely affects the control of flooding, erosion, dynamic beaches or pollution or interference with a wetland or conservation of land)**.

In accordance with Section 28 (15) of the *Conservation Authorities Act*, an applicant who has been refused permission or who objects to conditions imposed on a permission may, within 30 days of receiving the reasons under subsection (14), appeal to the Minister who may refuse the permission; or grant permission, with or without conditions. For your information, should you wish to exercise your right to appeal the decision, a letter by you or your agent/counsel setting out your appeal must be sent within 30 days of receiving this decision addressed to:

The Honourable **(Minister's Name)**
Minister of Natural Resources
Queen's Park, Whitney Block
99 Wellesley Street West, 6th Floor, Room 6630
Toronto, Ontario M7A 1W3
TEL:(416) 314-2301 FAX: (416) 314-2216

Should you require any further information, please do not hesitate to contact **(staff contact)** or the undersigned.

Yours truly,

Chief Administrative Officer

Enclosure

APPENDIX F – LETTER (Cancellation)

(Date)

BY REGISTERED MAIL

(name)

(address)

Dear:

**RE: NOTICE OF DECISION (Cancellation of Permission)
Hearing Pursuant to Section 8 (1) of O.Reg 182/06 pursuant to the *Conservation Authorities Act*
Permit No.
Lot , Plan ; XX Drive City of**

In accordance with the requirements of the *Conservation Authorities Act*, the Niagara Peninsula Conservation Authority provides the following Notice of Decision:

On (***meeting date and number***), the Hearing Board for the Niagara Peninsula Conservation Authority refused/approved the cancellation of your permit. A copy the Board's resolution # has been attached for your records. Please note that this decision is based on the following reasons: (***the proposed development/alteration to a watercourse or shoreline adversely affects the control of flooding, erosion, dynamic beaches or pollution or interference with a wetland or conservation of land***).

Further, there is no statutory option for the appeal of a cancelled permission under *Conservation Authorities Act*.

Should you require any further information, please do not hesitate to contact (***staff contact***) or the undersigned.

Yours truly,

Chief Administrative Officer

Enclosure

Report To: Board of Directors

Subject: Niagara Watersmart Grant for Gap Analysis to establish a framework for Watershed Plans

Report No: 112-14

Date: November 19, 2014

RECOMMENDATION:

1. That the NPCA Board endorse the project entitled “How to Re-establish a program to Develop, Maintain, Update and Implement Watershed Plans in the NPCA Watershed”.
2. That the NPCA Board authorize staff to hire a consultant, in accordance with the NPCA Consultant Selection policies, to carry out the project.

PURPOSE:

The purpose of the project is to have an independent third party conduct a Gap Analysis to establish a framework for Watershed Planning in the NPCA Watershed (see Appendix A).

Strategic Plan Alignment

This project aligns with the NPCA, Mission, Vision and Value Statements outlined in the NPCA Strategic Plan 2014-2017.

BACKGROUND:

Between 2004 and 2011 the NPCA developed Watershed Plans for 12 of its 18 watersheds within its jurisdiction. The program was suspended in 2012 due to budget constraints. During the Strategic Plan public consultation process members of the public expressed concern about the suspension of this program. The Board also discussed this concern during the Strategic Plan process.

Completing the remaining 6 plans, updating the 12 existing plans, maintaining and implementing all of them is identified as an objective of the Region of Niagara's Water Quality Strategy (2014). Before jumping back into a Watershed Planning program, staff recommended that a Gap Analysis be conducted to establish a framework for Watershed Planning.

On August 5, 2014 the Region advised the NPCA and the local municipalities that there was additional funding remaining in the 2014 Region of Niagara's WaterSmart program and invited

staff to submit project proposals. Staff submitted the proposal for this project (see Attachment 1) on October 23, 2014. On November 3, 2014, the Region advised staff that they approved a \$25,000 grant to conduct the project (see Attachment 3).

DISCUSSION:

NPCA staff will manage the project and it will be guided by a Project Steering Committee comprised of NPCA and municipal staff in accordance with the Niagara Planning Memorandum of Understanding (MOU). The NPCA's Community Liaison Advisory Committee will also be consulted throughout the project. Once the consultant is hired, the project will be completed in a 7 month time frame. The anticipated results are as follows:

1. Within the NPCA Watershed:
 - (a) A summary of best practices for Watershed Planning in Ontario and their applicability
 - (b) Gap Analysis based on review of existing Watershed Plans.
 - (c) Recommendations on the content of Watershed Plans based on (a) and (b) above.
 - (d) Recommendations (including priorities and estimated costs) regarding:
 - (i) completing outstanding Watershed Plans
 - (ii) updating existing Watershed Plans
 - (iii) maintaining and implementing Watershed Plans
2. The project results could then be leveraged to address the direction from Niagara Regional Council in Report PDC 5-2014 to approach the Federal and Provincial governments regarding funding for a comprehensive plan to protect and restore the ecological health of Lake Erie and Lake Ontario and their watersheds. All of the watersheds in the NPCA jurisdiction drain into the Great Lakes (some directly and other via the Niagara River).
3. A revitalized watershed planning program will also provide increased focus to NPCA programs and services and align with the NPCA's mandate as outlined in the 2014-2017 Strategic Plan.


FINANCIAL IMPLICATIONS:

The project will be managed by existing staff. The \$25,000 grant from the Region will be used to hire a consultant to conduct the work. The study outcome can then be used by the NPCA Board and staff to assess Watershed Planning for the 2016 budget.

RELATED REPORTS AND APPENDICES:

1. Project Proposal – How to Re-establish a Program to Develop, Maintain, Update and Implement Watershed Plans in the Niagara Peninsula Conservation Authority Watershed.
2. Watersmart Grant Approval letter dated Nov 3, 2014

Prepared by:

per 
Suzanne McInnes, MCIP, RPP
Manager, Plan Review and Regulation

Reviewed by:


Peter Graham, P. Eng.
Director, Watershed Management

Submitted by:


Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

This report was prepared by Suzanne McInnes – Manager, Plan Review and Regulations and reviewed by Peter Graham, P.Eng. – Director, Watershed Management.

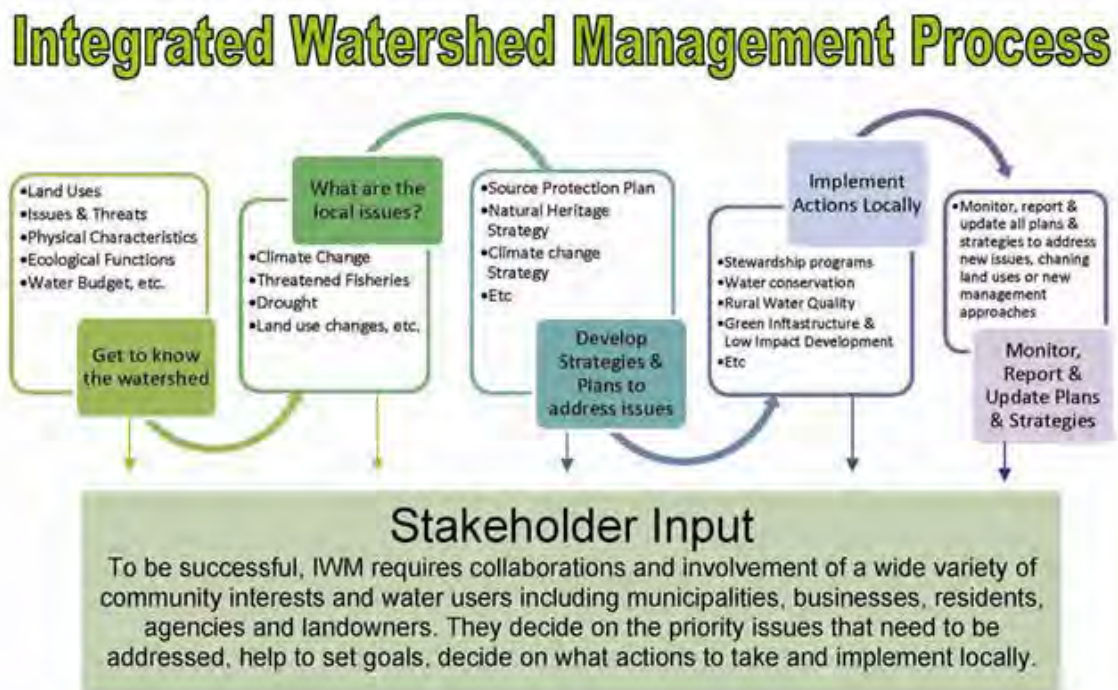
How to Re-establish a program to Develop, Maintain, Update and Implement Watershed Plans in the Niagara Peninsula Conservation Authority Watershed

Background

Between 2004 and 2011 the NPCA developed Watershed Plans for 12 of 18 watersheds in Niagara. The program was suspended in 2012 due to budget constraints. Completing the remaining 6 plans, updating the 12 existing plans, maintaining and implementing all of them is identified as an objective in the Shoreline and Watershed Management Theme of the Niagara Water Quality Strategy (2014). Before jumping into a Watershed Planning program again, the NPCA would like to conduct a Gap Analysis to establish a framework for Watershed Planning.

The science of watershed planning has evolved from its early beginning in the 1990's to its current state called "Integrated Watershed Management". It is defined as *the process of managing human activities and natural resources on a watershed basis, taking into account, social, economic and environmental issues, as well as community interests in order to manage water resources sustainably* (Conservation Ontario, 2012).

Exhibit 1



Each Strategy & Plan is developed, implemented, monitored and updated through a cyclical process which keeps it up to date and responsive to local needs.

Source: Conservation Ontario, IWM Backgrounder, 2012

As noted in Exhibit 1, an integrated watershed management process enables a host of interconnected issues to be addressed collectively, offering a number of benefits such as science-based decision-making, improved collaboration, and leveraging existing local environmental and natural resource investments. This should ultimately result in more sustainable outcomes.

While the Watershed Planning program at the NPCA was suspended, important environmental work has been completed including: the implementation of watershed plans by the NPCA's restoration program, the Niagara Natural Areas Inventory (NAI), The Source Water Protection Plan and its associated Assessment Report and the Contemporary Watercourse mapping to name just a few. This project should look at how we can build on the work that has been completed to date and integrate it into the Watershed Plans.

Between 2002 and 2005 the Province of Ontario recognized the importance of watershed management through various land use planning instruments including: The Oak Ridges Moraine Conservation Plan (2002), The Greenbelt Plan (2005) and the Provincial Policy Statement (PPS, 2005). A revitalized Watershed Planning program will need to address the requirements of provincial planning documents.

Anticipated Results

1. Within the NPCA Watershed:
 - (a) A summary of best practices for Watershed Planning in Ontario and their applicability
 - (b) Gap Analysis based on review of existing Watershed Plans.
 - (c) Recommendations on the content of Watershed Plans based on (a) and (b) above.
 - (d) Recommendations (including priorities and estimated costs) regarding:
 - (i) completing outstanding Watershed Plans
 - (ii) updating existing Watershed Plans
 - (iii) maintaining and implementing Watershed Plans
2. The project results could be used to address the direction from Niagara Regional Council in Report PDC 5-2014 to approach the Federal and Provincial governments regarding funding for a comprehensive plan to protect and restore the ecological health of Lake Erie and Lake Ontario and their watersheds. All of the watersheds in the NPCA jurisdiction drain into the Great Lakes (some directly and other via the Niagara River).
3. A revitalized watershed planning program will also provide focus to NPCA programs and services and align with the NPCA's mandate as outlined in the 2014-2017 Strategic Plan.
http://www.npca.ca/wp-content/uploads/2014-NPCA_StrategicPlan2014_Final_April-7-REVISED.pdf

Transferability

The results of the project can be used by all municipalities within the Region of Niagara. It may also be of interest to other Conservation Authorities and Municipalities in Ontario who are interested in Watershed Planning.

Partnership Opportunity

The project lead would be the NPCA with the support of a project steering committee comprised of NPCA and municipal staff in accordance with the Niagara Planning Memorandum of Understanding. The NPCA's Community Liaison Advisory Committee (CLAC: <http://www.npca.ca/clac/>) would be consulted throughout the process.

Timelines

Major Tasks	Nov 2014	Dec 2014	Jan 2015	Feb 2015	March 2015	April 2015	May 2015
Project Initiation							
Consultation with Steering Committee & CLAC							
Best Practices Review							
Gap Analysis							
Prepare recommendations on completing, maintaining and implementing Watershed Plans							
Review findings with Steering Committee & CLAC							
Prepare Draft Report							
Review Draft Report (Steering Committee & CLAC)							
Finalize Report							

Project Costs

The budget for the project is \$25,000. This would include the cost of hiring a consultant to conduct the project.

Additional Resources

Integrated Water Management Backgrounder (Conservation Ontario, 2012) <http://www.conservation-ontario.on.ca/media/IWM101Municipalversionwithlogo.pdf>

Rethinking Our Water Ways, A Guide to Water and Watershed Planning for BC Communities in the Face of Climate Change and other Challenges (Fraser Basin Council, October 2011) http://www.rethinkingwater.ca/Library/docs/FBC_WaterGuide_FINAL.pdf

Integrated Water Management, Navigating Ontario's Future. Summary Report (Conservation Ontario, 2010) http://www.conservation-ontario.on.ca/media/IWM_SummaryReport_May4.pdf

Ten Years after Walkerton-What have we Learned? – Article in Municipal World (May 2010) <http://www.conservation-ontario.on.ca/media/2010MunWorldArticleWalkertonAnniversary.pdf>

Strategy Goals and Objectives (2014)

The project focuses on meeting the following primary goal and objective.

Theme	Goal	Objective
Shoreline and Watershed Management	To protect, rehabilitate and value naturalized shoreline and watershed areas.	Continue to develop, maintain, update and implement watershed plans

Note: Many of these goals and objectives would be met as a result of the completion of this project.

Theme	Goal	Objective
Water Pollution Prevention	To protect human health and well-being through the protection and rehabilitation of the ecological health of the Niagara's watershed.	Reduce stormwater and wastewater impacts on water quality Monitor and respond to sources of Pollution Develop a better understanding of the availability of groundwater, its quality and susceptibility to contamination
Water for Sustainable Growth and Development	To ensure environmentally sustainable economic and agricultural opportunities, including growth and development in urban areas.	Continue to minimize the impact of agricultural and industrial activities on the quality of water through the continued promotion of best practices, environmental farm plans (EFPs)
Water Resiliency	To enhance our understanding and ability to adapt to changes to our climate, economy and population that may impact water resources.	Generate knowledge about the linkages between climate change and water across sectors, and the role of water in adaptation and mitigation
Water Efficiency & Conservation	To conserve water through greater efficiency and a reduction in water loss.	Support and encourage water conservation in partnership with local area municipalities
Education and Awareness Building	To build awareness and understanding of water quality and quantity issues and to provide educational opportunities and resources for individuals, organizations and other levels of government.	Initiate and support projects and programs to ensure that the public is knowledgeable and educated in measures to protect water quality and conserve water quantity Advocate for region-wide priorities related to water issues and opportunities with provincial and federal governments



Planning and Development Services
2201 St. David's Road, P.O. Box 1042
Thorold, Ontario L2V 4T7
Telephone: 905-685-1571
Toll Free: 1-800-263-7215
www.niagararegion.ca

November 3, 2014

Niagara Peninsula Conservation Authority
250 Thorold Road West, 3rd Floor
Welland, Ontario L3C 3W2

Attention: Suzanne McInnes
Manager, Plan Review and Regulation

Dear Suzanne;

Earlier this year you applied for funding under the WaterSmart Niagara Program for your project:

Study of Watershed Plans

We are pleased to inform you that funding in the amount of **\$25,000** has been approved for your project.

We ask that you submit a report with some high resolution photographs of your projects implementation or illustrations of your project suitable for reproduction no later than November 14, 2014. These will be used to communicate your projects results to Niagara WaterSmart partners and stakeholders.

To receive your funding, please submit an invoice to WaterSmart Niagara with appropriate documentation to support project expenses (e.g., invoices). Upon receipt of your invoice, we will process it and send payment.

If for any reason, your project is delayed, please call me to discuss a revised project schedule and submit an interim report outlining your projects status.

Thank you for participating in the WaterSmart Initiative. As the individual projects, such as yours, are completed, we move closer toward implementing our common watershed goals.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Vaughan'.

Katelyn Vaughan
Project Manager, Community and Long Range Planning
905-685-1571 ext. 3544
Niagara Region
katelyn.vaughan@niagararegion.ca

Report To: Board of Directors

Subject: Request For Proposal (RFP) of Legal Services

Report No: 113-14

Date: November 19, 2014

RECOMMENDATION:

That the Board of Director authorize the issuance of a Request For Proposal (RFP) relative to legal services required by the Niagara Peninsula Conservation Authority.

PURPOSE:

To seek authorization in order to post and advertise a Request For Proposal (RFP) relative to legal services in the support of NPCA programs and services.

BACKGROUND:

Currently, the NPCA receives legal services from a number of sources and for a variety of functions, including: regulations and planning, contracts, injury claims, tree by-law, employment and real estate matters.

In 2014, total legal services costs are projected to be from \$25,000 to \$30,000.

DISCUSSION:

The issuance of an RFP for legal services is being conducted in accordance with the current *Purchasing Policies and Procedures* and the *Tender Policy and Procedures*.

Included in the RFP, is a proposed "Retainer Agreement" for legal services. Currently, there is no signed agreement, thus no terms and conditions, to resolve aspects of agreed upon fees and disbursements, conflicts of interest, indemnification clauses, insurance, dispute resolution, and other administrative issues.

Individuals and law firms are invited to respond to one or more practice areas, specifically:

1. Regulations and Planning
 - a. Conservation Authorities Act and associated legislative instruments;
 - b. Provincial Offences Act;
 - c. General Municipal Law;

2. Contract Law;
3. Employment Law;
4. Real Estate Law;

The proposed timeline for the RFP is as follows

Request For Proposal Issued	Monday, November 20, 2014
E-Mail Inquiries	November 21, 2014 to December 5, 2014
Final Response to Inquiries	Monday, December 1, 2014
Deadline for Proposals	Monday, December 8, 2014
Evaluations	December 12 to December 19
Recommendation to NPCA Board	Wednesday, January 21, 2015
Award of Contract (Subject to Approval)	Thursday, January 22, 2015

Response received will be evaluated with staff recommendations submitted to the NPCA Board for approval.

FINANCIAL IMPLICATIONS:

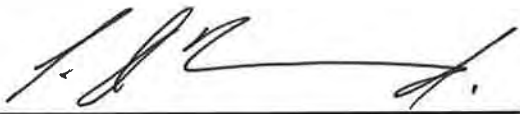
Upon approval, agreed upon legal fees and disbursements will be established for a three year term. This will provide the NPCA greater ability for budgeting legal costs.

Overall, the RFP should generate greater value in services for associated budget costs.

RELATED REPORTS AND APPENDICES:

1. Form of Offer
2. Request for Proposal for Legal Services

Prepared and Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

This report was prepared with the consultative input from: Senior Management Team Members Peter Graham, David Barrick and Jeff Long and HR Specialist Jim Hagar.



FORM OF OFFER

Request for Proposal for Legal Services for a Period of Three (3) Years

Closing Date: Thursday, December 11, 2014 @ 2:00:00 P.M., Eastern Standard Time

To receive consideration, all submissions must be time-stamped by the NPCA, prior to the above noted closing time. Please submit your response in accordance with the Bid Request Document (which may include: Instructions, Terms and Conditions, Specifications, etc.), clearly labeled with the following address:

ATTENTION: Chief Administrative Officer
Niagara Peninsula Conservation Authority
250 Thorold Road west, 3rd Floor
Welland ON L3C 3W

This Bid Is Submitted By:

Full Legal Name of Firm _____

Name of Contact _____

Address _____

City _____ Province _____ Postal Code _____

Email Address _____

Telephone _____ Fax _____

By my signature hereunder, it shall be understood that I have read, understood and agree to abide by the instructions, terms, conditions and specifications contained in this Request Document, including the Proponent Information Package and any/all Special, Standard, and/or Supplementary Instructions and Terms.

I _____ (Declarant's Name)

of the law firm _____ (law Firm Name)

make the following declaration as I have authority to make this declaration on behalf of and to bind the Proponent to its contents. I declare:

1. THAT no person, firm or corporation other than the one that is submitting this bid has any interest in this bid or in the contract offered thereby.
2. THAT I have adequate and sufficient authority to bind the person, firm or corporation that is submitting this bid.
3. THAT this bid is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a bid for the same work and is in all respects fair and without collusion or fraud.
4. THAT no member of the NPCA Board, or any officer of the NPCA is, or will become interested directly or indirectly as a contracting party of otherwise in or in the performance of the contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or any of the monies to be derived there from.
5. THAT the matters stated in the said bid are in all respects true.
6. AND AGREE that this bid is to continue open for acceptance until a formal agreement is executed to the successful proponent(s) or for one hundred and twenty (120) days following the bid closing date, whichever occurs first and that the city may, at any time within that period, without notice, accept this bid whether any other bid has been previously accepted or not.
7. AND I am informed that the NPCA reserves the right to not accept any proposal received.

Authorized Signature _____

Title _____

Name _____

(Failure to sign here may result in rejection of this submission.)



Request For Proposal

The Niagara Peninsula Conservation Authority (NPCA) is currently issuing a Request For Proposal (RFP) for legal services to support NPCA programs and services.

Part A: BACKGROUND

The NPCA is governed by a Board of Directors, whose membership consists of 12 appointees from the Region of Niagara, 2 appointees from the City of Hamilton, and 1 appointee from Haldimand County. The Board of Directors, via direction to the Chief Administrative Officer, is responsible in the application of the *Conservation Authorities Act* in association with Regulations and Standards (such as O. Reg. 155/06 and R.R.O. 1990, Reg. 123), *Conservation Land Act*, and other applicable legislation (such as *Employment Standards Act*).

The jurisdiction of the NPCA (referred to as the watershed) includes 2,424 square kilometers encompassing all of the Region of Niagara, 21% of the City of Hamilton and 25% of Haldimand County.

As per provincial legislation, the mandate of the NPCA is to:

“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.”

Further information on the NPCA can be located at www.npca.ca

Part B: RATIONAL FOR SEEKING A REQUEST FOR PROPOSAL

It should be noted that the NPCA currently receives legal services from a number of different law agencies. This Expression of Interest should not be interpreted in any manner that the current services being received by the NPCA are not effective or efficient. However, as per the NPCA’s “Purchasing Policies and Procedures” and “Tendering Policy and Procedures”, compliance is required in order to meet the Mission, Vision and Values of the NPCA.

MISSION

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

VISION

Balancing conservation and sustainable development for future generations by engaging landowners, stakeholders and communities through collaboration.

VALUES

To the landowners, stakeholders and communities affected by our actions, we value:

1. A sustainable balance between environmental conservation, economic growth and agricultural prosperity.
2. Clear and respectful communication.
3. Integrity, fairness and sensitivity to all impacted by our actions and decisions.
4. Creativity and innovation in service delivery to clients.
5. Transparency, accountability and quality in our services.
6. Pragmatic solution oriented approaches to decision making.
7. A respectful work environment and professional development.

Part C: SCOPE OF WORK

The NPCA will enter into an agreement with individual(s) or firm(s) in each of the following practice areas whom the organization can retain on a case-by-case basis:

1. Regulations and Planning
 - a. Conservation Authorities Act and associated legislative instruments;
 - b. Provincial Offences Act;
 - c. General Municipal Law;
2. Contract Law;
3. Employment Law;
4. Real Estate Law;

Individuals and law firms may submit proposals to provide legal services in one, some, or all of the practice areas listed above. Proponents may submit proposals for any or all of these practice areas, and depending on the results of the evaluation, proponents may be chosen to be listed in more than one practice area. Each practice area may require a different number of individuals or firms and the NPCA reserves the right, at its sole discretion, to hire the optimal number of individuals or firms in each practice area.

A general description of the NPCA's anticipated needs in each of the practice areas is provided below. Please note that these are general descriptions only, and chosen proponents may be required to provide additional services in their practice areas as needed.

1. Regulations and Planning:
 - a. Conservation Authorities Act and associated legislative instruments

Provide opinions on the Conservation Authorities Act and other applicable legislation, procedural and governance matters.

b. Provincial Offences Act;

- Provide opinions and represent the NPCA in hearings before provincial offences court, Ontario Mining and Lands Commission, Ontario Municipal Board, and other relevant courts and/or review boards; and
- Provide opinion and training to NPCA enforcement officers

c. General Municipal Law;

Provide opinion on privacy issues, freedom of information, and other issues arising from the general operations of the NPCA.

2. Contract Law

Provide opinion, and when required, draft, negotiate and close agreements with respect to contracts between the NPCA and other parties.

3. Employment Law

Provide opinion and represent the NPCA on matters pertaining to labour relations.

4. Real Estate Law

Draft, negotiate, and close agreements with respect to the acquisition and disposal of NPCA real property, drafting and negotiating leases, licence agreements, easements, maintenance and operations agreements and any other transactions relating to NPCA real property.

Chosen legal counsel may be required to work with NPCA staff, and in some instances, may assume carriage of files independently with minimal supervision from staff, depending on the nature of the work required as determined by the NPCA. Services are to be provided economically, effectively, and efficiently.

Part D: INSTRUCTIONS

1. Request For Proposal Document

This RFP document consists of the Form of Offer, the various instructions, terms, and specifications. This package, taken together is referred to as the "Request For Proposal," or RFP. Proponents are advised to review the complete RFP document, including the Standard Instructions, Terms and Conditions, as these reflect important considerations that apply to this RFP.

2. Proposal Submission

Proponents responding to this RFP should submit at least one (1) original plus three (3) copies of their complete response.

All copies of the Proponent's proposal should be submitted in a sealed envelope to:

ATTENTION: Chief Administrative Officer
Niagara Peninsula Conservation Authority
250 Thorold Road west, 3rd Floor
Welland ON L3C 3W2

The Proponent must assume full responsibility for delivery of the completed proposal. The NPCA accepts no responsibility for any loss or delay with respect to proposals that are delivered to any location other than that specified.

A public opening at the same location will be held at 2:15:00 p.m., Local Time, December 11, 2014. Only the names of the proponents who submitted a proposal will be announced.

3. Proposal Timeline

Request For Proposal Issued	Monday, November 20, 2014
E-Mail Inquiries	November 21, 2014 to December 5, 2014
Final Response to Inquiries	Monday, December 1, 2014
Deadline for Proposals	Monday, December 8, 2014
Evaluations	December 12 to December 19
Recommendation to NPCA Board	Wednesday, January 21, 2015
Award of Contract (Subject to Approval)	Thursday, January 22, 2015

4. Counsel Teams

Proponents may propose to provide legal services in any of the practice areas by one or more lawyers in the same firm. However, the practice group will be created on the basis of firms, so that even if a successful firm provides a team of legal counsel to potentially provide legal services to the NPCA, the firm will be granted one spot on the particular practice group. Firms may bid on more than one practice group.

5. Designated Counsel

Each Proponent shall designate one lawyer to be the Designated Counsel to handle all matters and requests made by the NPCA for each practice area that the Proponent is awarded. If a team of legal counsel is proposed to handle requests of the City in a practice area, the Designated Counsel of the successful Proponent shall be the main contact and may delegate the work requested to the appropriate legal counsel within the team.

6. Conflict of Interest

In addition to complying with the Rules of Professional Responsibility as established by the Law Society of Upper Canada, the Proponent shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the Proponent's participation in this RFP process, and if selected, the performance of the Proponent's responsibilities pursuant to the retainer.

The Proponent shall describe in the proposal their process of identifying, disclosing, reporting and dealing with conflicts of interests should they arise in the future.

The NPCA reserves the sole right and discretion to determine whether any situation constitutes an actual or potential conflict of interest and may disqualify any Proponent on such basis.

7. Proposal Response Format

The NPCA discourages overly lengthy and costly proposals. In order for the NPCA to evaluate proposals fairly and completely, proponents should follow the format set out herein and provide all of the information as requested. Proponents are encouraged to provide further details that may demonstrate the excellence of their proposals. Proponents are encouraged to provide any additional information or innovative approach not specifically outlined in the context of this EOI.

Proponents are asked to read these instructions and adhere to the format set out below when preparing their proposal. Failure to comply with this requirement may, solely at the NPCA's discretion, result in the Proponent's proposal being disqualified from further consideration. Proponents should refrain from using 3 ring binders.

Part E: FORM OF OFFER

Section One: Form of Offer

The first part (cover page) of the Proponent's response will consist of a completed "Form of Offer" with authorizing signature.

Section Two: Proponent's Proposal

The second part of the Proponent's response shall discuss the Proponent's qualifications as a legal services provider. The Proponent shall include, at a minimum, the following information:

1. A general description of the individual's or law firm's practice, including specific expertise to provide legal services for the applicable practice area in the bid.
2. The names and title of the Designated Counsel and any other legal counsel proposed in a counsel team, if applicable, including the year of call, relevant experience in the practice area (including description of the nature and extent of the experience), and a curriculum vitae for each counsel proposed. The Designated Counsel shall have at least five (5) years of post-call experience in the practice area for which s/he is proposing to provide legal services.
3. A disclosure and description of any outstanding claim with the Lawyers Professional Indemnity Company ("Law Pro") for any legal counsel proposed to provide legal services, and provide written confirmation that none of the legal counsel proposed has had any Law Pro claim within the last five (5) years that resulted in a judgment or settlement against such legal counsel.
4. Confirmation of the Law Pro and any other errors and omissions insurance coverage maintained by each legal counsel proposed to provide legal services.
5. A description of available support staff and resources.
6. A declaration of all actual and potential conflict of interests that exists now or may exist in the future, together with the proposal of managing and dealing with conflict of interests (as specified in section 6 above).

Section Three: Proposed Work Plan

The third part of the Proponent's response shall provide detail to the following:

1. A statement acknowledging understanding of the requirements.

2. A work plan setting out how the Proponent would ensure that the work will be assigned and performed by the appropriate level of counsel or staff (including any work that may be assigned to students and law clerks), such that quality of advice, cost effectiveness and avoidance of duplication of work will be achieved. The work plan shall also set out proposed response times and any communication and co-ordination procedures that the Proponent proposes.
3. Any value-added services, including any pro bono educational sessions for NPCA staff etc. that the Proponent offers to provide to the NPCA.

Section Four: Proposed Fee Schedule

One component for consideration of the responses to this RFP will be the fee structure proposed. Proponents are encouraged to provide any alternative fee structure as may be available to the NPCA such as block billing, annual caps on fees etc., in addition to hourly rates.

As such, the fourth section of the Proponent's response shall consist of:

1. The proposed fee structure and billing methods, including the proposed billing rate for the Designated Counsel and any other legal counsel proposed, and other pertinent staff members;
2. Any alternative fee structures and proposed disbursement rates;
3. An undertaking that the rates proposed in the fee structure will be guaranteed for the duration of the retainer.

All prices must be net and firm. The Proponent will be solely responsible for any and all payments and/or deductions required, including those required for Canada Pension Plans, Employment Insurance, Workplace Safety and Insurance Board and Income Tax.

Section Five: References

The fifth part of the Proponent's response must consist of a minimum of three references, two of which must be from the Ontario broader public sector, including boards, commissions and agencies.

Each reference should include the identity of the client organization, a contact name, address and phone number, and a brief description of the work that the Designated Counsel or other legal counsel in the proposed counsel team have done. The NPCA may contact any or all of the references provided in its evaluation of the Proponent's proposal.

Part F: EVALUATION

Proponent Qualifications

Qualified proponents are those which have relevant experience in providing legal services in the particular practice areas and satisfy all the qualifications stated in this Proposal. Experience with other municipalities or other government agencies would be an asset.

Method

Proposals will be evaluated on the basis of the information provided by the Proponent at the time of submission of its proposal and the evaluation criteria, as detailed below.

An evaluation team has been established for evaluation purposes. The evaluation of all proposals received will be conducted in a structured manner, ensuring fair and consistent assessment, and selection of the successful proponents for each practice area. The process will consist of the following steps:

Step 1 - Proposals received by the date & time indicated will be reviewed and deviations to the requirements of this RFP will be noted and assessed. Proponents may be contacted to explain or clarify their proposals.

Step 2 - Compliant proposals will be scored by the evaluation team and ranked accordingly.

Step 3 - The evaluation team may interview short-listed proponents. No scores will be communicated to the proponents. The interview will serve as the mechanism for further evaluation of the proposals of short-listed proponents at an in-depth and more detailed level in order to establish the finalists. The further detailed evaluation will take into account discussions, presentations and clarifications with/by short-listed proponents and analyses by the NPCA, together with such other considerations as the NPCA, in its sole discretion deems necessary to complete its assessment of the short-listed proponents. In responding to the questions and providing additional information, a Proponent cannot alter their original proposal. A final recommendation will be agreed upon by the evaluation team.

Step 4 - References or any other type of information that will aid the NPCA in its selection may be obtained. The NPCA reserves the right to consider all or any information received from all available sources, whether internally or externally obtained. The NPCA may reject bids from further consideration based on results of reference checks. The NPCA shall not disclose the results of said reference checks to any party outside the NPCA.

Step 5 - Notification will be provided to all unsuccessful proponents who responded to the RFP, with the names of the recommended proponents for each practice area that the unsuccessful proponents have bid.

Criteria

The evaluation criteria may include, but not be limited to the following:

- a. The qualifications and experiences of the legal counsel proposed to perform the services, including results of the reference checks and any Law Pro claims;
- b. Issues surrounding and protocol in dealing with conflict of interest;
- c. The proposed work plan;
- d. Any value-added services; and
- e. Fee structure proposed, including any flexibility and creativity in cost savings.

Contacts for Inquiries

The NPCA has endeavoured to provide complete, correct information and estimates to enable proponents to properly assess and determine the scope and complexity of the work required prior to submitting proposals. Proponents are solely responsible for determining if they need more information or if anything appears incorrect or incomplete, and for contacting the person named in this RFP if they have any questions whatsoever prior to the closing date. Clarifications requested by proponents must be submitted in writing, by e-mail, and received by the individual noted no later than Friday, November 28, 2014.

Any clarifications issued by the NPCA will be in the form of an addendum. Information obtained from any source other than the individual indicated below is not official and may be inaccurate. The NPCA will not be responsible for any verbal statement, instruction or representations.

The contact person for this RFP is:

Carmen D'Angelo
Chief Administrative Officer
Secretary-Treasurer
Niagara Peninsula Conservation Authority
905-788-3135 x251
cdangelo@npca.ca

Part G: TERMS AND CONDITIONS OF CONTRACT

1.0 Retainer

Selected proponents shall enter into a retainer agreement with the NPCA City in the form as attached to this RFP as Appendix "A". Each retainer will be for a period of three (3) years and for the provision of legal services in the practice area the successful proponents have been selected for.

The retainers shall be non-exclusive. The NPCA may award all or part of its legal work to one or more successful proponents based on specific expertise or other considerations as deemed appropriate by the NPCA representative(s). There is no guarantee on the volume of work awarded, despite the award of this RFP and the execution of the retainer agreement. Requests for legal services will be requested by the NPCA on a case-by-case basis.

Rates submitted in the proposal shall be guaranteed for the duration of the retainer period.

The NPCA reserves the right, in its sole discretion, to engage other lawyers or law firms for legal services in any areas of law.

If the NPCA has requested legal services from the successful Proponent and the services are not completely rendered at the expiry of the term of the retainer, the services may continue to be provided by the said Proponent and in such instances, the retainer shall extend to the completion of such services with the same terms and conditions.

2.0 Current Legal Matters

Currently, the NPCA has engaged external counsel to provide legal services on a variety of matters. Proponents are advised that this RFP is for the provision of legal services for matters arising after the execution of the retainer agreement between the NPCA and any successful proponents. Legal matters where external counsel are currently engaged in will continue to be dealt with by such external counsel notwithstanding the creation of the practice area arising from this RFP process.

3.0 Instructions

External counsel will work with and receive instructions from NPCA Staff. The scope of work to be conducted by an external counsel shall be determined on a case-by-case basis between the external counsel and NPCA Staff.

Unless otherwise agreed upon on a case-by-case basis, external counsel shall obtain prior approval by the NPCA with respect to the content of pleadings, motion records, affidavits, agreements, and any significant correspondences or documentation that outlines or alters the NPCA's position in a matter.

External counsel shall also seek instructions from the NPCA prior to:

- a) The retainer of experts;
- b) Engaging in settlement negotiations or case conferences;
- c) Scheduling examinations for discovery, mediations, or settlement conferences;
- d) Court and tribunal appearances; or
- e) Engaging in extensive legal research on any matter.

External counsel shall inform the NPCA of all relevant dates with respect to handling a file as soon as the dates are known. The Designated Counsel shall also manage the successful Proponent's relationship with the NPCA, including addressing any issues related to responsiveness, work quality, work allocation, billing and other matters of concern, to the satisfaction of the Chief Administrative Officer or designate.

4.0 Reporting

External counsel shall provide the NPCA with copies of all pleadings, motion records, research, draft agreements, correspondences and other documentation when received.

External counsel shall provide same day updates of all significant developments in a file to the NPCA, such as meetings with opposing counsel or other parties, results of settlement negotiations, agreement negotiations, court or tribunal appearances etc.

5.0 Delegation

It is understood that work may be delegated to appropriate and qualified staff (e.g. articling students, law clerks) during the course of rendering legal services to the NPCA. The successful Proponent shall ensure that legal services are provided in a cost-effective way without reducing quality.

The Designated Counsel may delegate requests for legal services to another member of the counsel team submitted in the Proponent's proposal, subject to prior agreement with the NPCA. The NPCA may also request that a member of the counsel team, other than the Designated Counsel, to provide legal services for reasons of cost-effectiveness or other considerations. The successful Proponent shall use its best efforts to accommodate such requests.

In more complex matters where the Designated Counsel wishes to retain other experts or have more than one counsel to work on a file, the Designated Counsel shall seek the approval of the NPCA before engaging such services.

6.0 Qualifications of Assigned Personnel

- 6.1 All personnel (including consultants and experts retained) assigned to work on any of the NPCA's projects shall have and maintain appropriate qualifications for the work they are performing. Appropriate professional certification, licensing, development and training is expected and in keeping with the highest industry standards. The NPCA reserves the right to withhold its approval of any personnel proposed by the successful Proponent at any time who do not hold the requisite combination of skills, certification and education.
- 6.2 In addition, the Proponent represents and warrants the following:

- 6.2.1 That all legal counsel proposed by the Proponent to provide legal services to the NPCA are members in good standing with the Law Society of Upper Canada;
- 6.2.2 That if awarded to be placed on one of the practice areas, all legal counsel proposed by the Proponent to provide legal services to the NPCA will not represent any party adverse in interest to the NPCA during the course of the retainer;
- 6.2.3 That the Proponent and all legal counsel proposed by the Proponent will carry out the practice of law professionally and with integrity, and in accordance with the Rules of Professional Conduct as established by the Law Society of Upper Canada;
- 6.2.4 That all legal counsel proposed by the Proponent to provide legal services to the NPCA has obtained and maintained adequate insurance.

The Proponent shall advise the NPCA of any changes to any of the representations and warranties stated above. Any changes may be a cause of termination of the retainer agreement with the Proponent.

7.0 Personnel Changes/Turnover

One of the critical success factors in any project is building and keeping together a project team with a good knowledge base and strong team dynamics. This can be ensured by keeping turnover on the team to a minimum. In the course of the retainer, the Proponent may submit changes that it wishes to make to the Designated Counsel or the composition of a counsel team for the NPCA's approval, which approval shall not be unreasonably withheld. The successful Proponent shall ensure that any proposed replacement to any counsel team members will be replaced by individuals of equivalent expertise in order to minimize any negative impact on the work. The terms and conditions of the retainer agreement and this RFP, including the requisite qualifications of the legal counsel shall apply to any new counsel approved. Notwithstanding the above, the NPCA maintains the discretion to terminate the retainer if there is a significant change in the counsel team, as deemed by the NPCA.

The successful Proponent shall be responsible for any impact on any matter assigned to the successful Proponent in the course of the retainer sustained by the removal and/or changes to the successful Proponent's counsel team, including all costs incurred, unless such changes are requested by the NPCA and not as a result of a performance issue with the counsel team member(s). No changes to the amount of legal fee rates as set forth in the retainer agreement shall be permitted without the approval of the NPCA which approval may not be unreasonably withheld.

8.0 File Management

The successful Proponent (through its Designated Counsel) shall take all necessary steps to streamline file management and avoid incurring unnecessary expenses, including but not limited to:

- a. Overstaffing a matter;
- b. Delegating tasks to overqualified personnel (e.g. administrative tasks conducted by a legal counsel);
- c. Educating legal counsel in the practice, procedural or substantive law which should be known or readily available to a lawyer due to his/her expertise;
- d. Redrafting work of associates or clerks or other staff;
- e. Rotating personnel assigned to a matter;
- f. Authorizing premature or peripheral legal and/or factual research;
- g. Letter writing when a quick email will do;
- h. Holding unnecessary internal meetings about a matter.

The NPCA will not be responsible for any unnecessary expenses incurred as a result of ineffective file management.

9.0 Fees & Disbursements

The City will not pay for the following fees and disbursements:

- a) Expenses arising from ineffective file management;
- b) Any increase in rates not in accordance with the retainer agreement;
- c) Any premium amount on disbursements – the NPCA will only pay disbursements at its actual cost;
- d) Staffing inefficiencies caused by the unavailability of firm personnel;
- e) Routine administrative tasks such as scheduling meetings or attendances, preparations of accounts, file organizations, form letter etc.;
- f) Hourly rates of legal counsel in transit, except for mileage charges to be reimbursed in accordance with the NPCA established rates or other transportation charges as agreed upon in advance by the Instructing Lawyer.

10.0 Accounts

- 10.1 Every account submitted to the NPCA shall be submitted to the NPCA Staff applicable and shall contain the following information:
 - a) Name of the matter;
 - b) The personnel who performed the matter;
 - c) The date the task was performed;
 - d) The hourly rate or other rate structure applicable to the matter at hand;
 - e) The time (by tenths of an hour) spent for each task (unless exact time spent is not an issue in determining costs based on the rates structure proposed and applied in the instance);
 - f) Detailed description of the work performed (for example, stating only “research” is not sufficient but should specify the type and subject matter of the research);
 - g) Detailed itemization of disbursements;
 - h) Any adjustment to fees and disbursements based on the fee structure in the retainer agreement;
 - i) The cumulative total of all fees and disbursements on the file to date;
 - j) The Proponent’s Goods and Services Tax number; and
 - k) The signature of the Designated Counsel.
 - l)
- 10.2 Accounts shall be rendered prior to December 31st of each year. Any accounts received more than thirty (30) days after December 31st of the year of service provided will not be paid.
- 10.3 The NPCA reserves the right to demand clarification of any of the accounts submitted and unless the NPCA Staff applicable determines that the account rendered is appropriate and reflective of the work conducted, no payment will be made.
- 10.4 Payment will be paid net thirty (30) days upon approval of the accounts rendered. The NPCA will not pay interest on late payments.

11.0 No Assignment

The successful Proponents may not assign or transfer in whole or in part the retainer agreement or rights and obligations under this RFP to any other firm or individual, without the prior written consent of the NPCA, which will not reasonably be withheld.

12.0 Confidentiality

- 12.1 In addition to complying with the Rules of Professional Conduct as established by the Law Society of Upper Canada and any applicable laws with respect to confidentiality, the successful Proponent and its counsel and staff shall not comment publicly on the nature of the legal services provided to the NPCA or the retainer without the prior written consent of the NPCA.
- 12.2 Confidential information obtained in the course of the retainer shall not be disclosed in any manner without the approval of the NPCA. All documentation containing confidential information of the NPCA shall be returned to the NPCA upon completion or early termination of services.

13.0 Return of Materials

In addition to any materials containing NPCA confidential information, upon completion or early termination of services for any reason, all material, information, studies, reports, designs, drawings plans etc., including the copyright of such material etc., shall become the sole property of the NPCA, subject to the requirements of the Rules of Professional Conduct of the Law Society of Upper Canada. The Proponent shall deliver all such materials etc. to the City at such time at the Proponent's own costs.

14.0 Default

If a Proponent or an external counsel commits a default of the obligations provided in this RFP and the retainer agreement, the City may:

- a) Remove the external counsel from the file and request that a different external counsel in the same firm be assigned to the matter, or transfer the file to another firm to continue carrying on the matter on behalf of the NPCA; and/or
- b) Reduce payment on the accounts rendered to an amount that the City Solicitor deems appropriate for the quality and amount of work conducted professionally by the external counsel; and/or
- c) Terminate the retainer agreement with the Proponent.

15.0 Insurance Requirements

Before commencement of the work the firm must furnish to NPCA, a Certificate of Insurance, detailing such coverage as provided under the Commercial General Liability policy, Non Owned Automobile Liability policy and Standard Owners Automobile Liability policy, Coverage shall be effected by such Insurer(s) licensed in the Province of Ontario, Canada, and/or acceptable to the NPCA.

The Commercial General Liability shall be on an "Occurrence basis". "Claims Made" and/or Comprehensive General Liability policies are not acceptable unless approved in writing by the NPCA.

The policies will not be altered to the detriment of the City, cancelled or allowed to lapse without giving 30 days written notice to the NPCA and shall remain in force from Contract execution to the end of the Warranty period.

The NPCA must be included as Additional Insured with respect to the Commercial General Liability policy.

The firm shall indemnify and hold harmless the NPCA, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by acts or omissions of the Contractor, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this contract.

Mandatory Coverage:

I. Commercial General Liability (IBC 2100 or its Equivalency)

Shall include the Owner, its employees and Consultants as Insureds. The NPCA and such other entities as directed shall be added as additional Insureds. Minimum acceptable limits are \$2,000,000 per Occurrence.

The Commercial General Liability policy must include "Blanket Contractual Liability" and "Cross Liability" endorsements.

Maximum Property Damage/Bodily Injury Deductible \$2,500 for which The firm assumes full responsibility.

II. Non Owned Automobile Liability Policy

Minimum Limits of Liability \$2,000,000 and coverage must be extended to include vehicles hired under Contract.

III. Standard Owners Automobile Liability Policy

Minimum Limits of Liability \$2,000,000

IV. Professional Liability Insurance:

Professional liability insurance in the Respondent's name not less than \$ 2,000,000 per occurrence.

The NPCA reserves the right to modify the insurance requirements as deemed suitable.

16.0 Indemnification

The Proponent shall indemnify the NPCA, its elected officials, officers, employees and/or agents against all claims, actions, demands and expenses arising out of any matter in relation to the Proponent or its counsel or staff's performance or non-performance of the retainer, including but not limited to any such claims, actions, demands and expenses resulting from the failure to exercise the reasonable care, skill and diligence expected of legal counsel in the performance of services. The Proponent shall also be

responsible for any costs or damages arising from actions, errors and omissions of any expert professionals or consultants retained by the Proponent, or its agents or employees in the course of providing services to the NPCA.

17.0 Rights Reserved by the NPCA

- 17.1 The NPCA reserves the right to accept or reject any or all proposals and/or to reissue the RFP in its original or revised form. The lowest cost proposal will not necessarily be accepted and the NPCA reserves the right to determine in its own mind the proponent(s) best qualified to undertake this project. The NPCA further reserves the right to cancel this RFP at any time, without any penalty or cost to the NPCA.
- 17.2 The NPCA is not liable for any costs incurred by interested parties in the preparation of their response to this request or selection of interviews. Furthermore, the NPCA shall not be responsible for any liabilities, costs, express loss or damage incurred, sustained or suffered by any interested party, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the NPCA of any response, or by reason of any delay in the acceptance of the response.
- 17.3 The NPCA reserves the right to request interested parties to:
 - 17.3.1 Address specific requirements not adequately covered in their initial submission.
 - 17.3.2 Clarify information in the response.
- 17.4 In the event of any disagreement between the NPCA and the proponent regarding the interpretation of the provisions of the RFP, the Chief Administrative Officer or an individual acting in that capacity, shall make the final determination as to interpretation.

The NPCA reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of the contract.

18.0 Open for Acceptance

The proposal submission is to remain firm for acceptance for a period of one hundred and twenty (120) days from date of closing.

19.0 Governing Law

The contract will be governed by the laws of the Province of Ontario.

20.0 Compliance with Laws

The successful Proponent will be required to comply with all federal, provincial and municipal laws and regulations in performing its obligations under any contract including, without limitation, the Accessibility for Ontarians with Disabilities Act, 2005, Municipal Freedom of Information and Protection of Privacy Act, Occupational Health and Safety Act and the Workplace Safety and Insurance Act, 1997 or any successor legislation applicable, and to provide to the NPCA, upon request, periodic reports confirming such compliance.

21.0 Records, Inspection, Audits

The NPCA will have the right, upon reasonable notice, to full access to the accounts and records of the successful Proponent in respect of the work done by it. Such records will be kept during the term of the retainer and for at least five (5) years following its termination or expiry.

22.0 Order of Precedence

The retainer will be governed by the provisions contained in the following documents in the order of precedence as follows:

- a) Any changes to the Retainer Agreement or the terms and conditions of this RFP as approved by the City in writing;
- b) Retainer Agreement as executed by the successful Proponent;
- c) The NPCA Terms and Conditions and Special Instructions to Proponents;
- d) The NPCA's standard terms and conditions;
- e) The Proponent's bid.

APPENDIX "A"
Form Retainer Agreement

Dear Sir/Madam,

RE: Retention of Legal Services

The Niagara Peninsula Conservation Authority has issued a Request for Proposal for Legal Services and your firm _____ (the "Firm") is successful in your bid. As such, the NPCA is retaining the Firm pursuant to the Request for Proposal for the provision of legal services in the following practice area(s):

[Fill in the practice area(s) awarded to the firm]

This retainer is subject to the following terms and conditions:

1. The terms and conditions of the Request for Proposal shall apply to this retainer agreement. Specifically and without limiting the generality thereof, the Terms and Conditions forming part of the Request for Proposal are adopted as terms and conditions of this retainer agreement and shall form an integral part of this retainer agreement. Any term not specifically defined in this retainer agreement shall have the same meaning as provided in the Request for Proposal.
2. The Firm is retained to provide supplementary legal services in the practice area(s) noted above, as may be requested from time to time. This retainer is non-exclusive and there is no guarantee of any volume of work whatsoever.
3. The following legal counsel of the Firm ("External Counsel") will provide legal services to the City upon request:

[Fill in the name(s) of all legal counsel; specify Designated Counsel & practice areas]

4. The Designated Counsel is the principal contact of the Firm and will manage the Firm's relationship with the NPCA. The Chief Administrative Officer is the principal contact of the NPCA.
5. For each file where legal services are requested, External Counsel will obtain instructions from the NPCA. Oral instructions on significant matters will be confirmed in writing.
6. The fees for services rendered for the term of this retainer shall be calculated on the basis as set out in Schedule A of this retainer agreement. These rates shall remain in effect and shall not be increased during the term of this retainer.
7. Subject to early termination, this retainer shall commence as of _____ for a term of three (3) years.

8. The NPCA may terminate this retainer at any time prior to completion of the term with or without cause. In either case, the Firm will receive payment proportionate to the services satisfactorily performed to the date the Firm's services are terminated.
9. During the course of the retainer, the Firm agrees that its partners, associates, employees and agents will not engage in or undertake any work or provide legal services for another client that could reasonably result in a conflict of interest. If there is any doubt as to whether there is an actual or potential conflict of interest, the NPCA's decision in this regard shall be final.
10. The Firm agrees, from time to time, and at all times hereafter, to well and truly save, keep harmless and fully indemnify the NPCA, its successors and assigns, its elected officials, officers, employees and agents, from and against all actions, claims and demands whatsoever which may be brought against or made upon the NPCA, and against all loss, liability, judgments, claims, costs, demands or expenses that the NPCA may sustain as a result from or arising out of the Firm's actions or omissions in carrying out its responsibilities under this retainer agreement, the Request for Proposal, and the Firm's response to the bid, including but not limited to the Firm's failure to exercise reasonable care, skill or diligence expected of solicitors in the performance of any services by its External Counsel, officers, employees or agents.
11. Without limiting the generality of section 9, the Firm agrees to well and truly save, keep harmless and fully indemnify the NPCA, its successors and assigns, from and against all actions, claims and demands whatsoever which may be brought against or made upon the NPCA, its successors and assigns, its elected officials, officers, employees and agents, for the infringement of or use of any intellectual property rights, including any copyright or patent arising out of the reproduction or use in any manner of any plans, designs, drawings, specifications, information, photographs, data, material, sketches, notes, documents, memoranda or computer software furnished by the Firm in the performance of the services.
12. The Firm represents and warrants to the NPCA that it owns all copyright to any materials, documents, memoranda, designs, sketches, plans etc. created, assembled or prepared by the Firm in the course of providing services to the NPCA under this retainer (collectively the "Materials"). Upon completion of services, or termination of this retainer for any reason, the Firm will transfer and assign all right, title and interest of the Firm in the Materials to the NPCA and the Materials shall be the property of the NPCA. The NPCA may use the Materials for any purposes as determined by the NPCA.
13. The Firm waives in whole and in part, and represents and warrants that its External Counsel, partners, employees and agents, have waived or shall waive in whole and in part, any and all moral rights arising under the Copyright Act in the Material as against the NPCA and anyone claiming rights of such nature from or through the NPCA.
14. Upon completion of the services, or termination of this retainer, the Firm will return all materials provided by the NPCA to the Firm in the course of the retainer that contains

confidential information of the NPCA. The Firm will also return any materials as requested by the NPCA.

15. The Firm will conduct itself in a professional manner consistent with the Rules of Professional Responsibilities as established by the Law Society of Upper Canada, and will ensure that its External Counsel conduct themselves in the same manner with professionalism and integrity.
16. Schedule A forms part of this retainer agreement. This retainer agreement, the Request for Proposal and the Firm's response to the Request for Proposal shall form the entire agreement between the NPCA and the Firm.
17. If you are in agreement with the foregoing terms and conditions, please execute and return two original copies of this retainer agreement to the NPCA, to the attention of the Chief Administration Officer as soon as possible. Please ensure that each page of Schedule A is initialled.

We look forward to working with you.

Kindest Regards

Carmelo D'Angelo
Chief Administrative Officer

On behalf of _____, I am in agreement with the preceding terms and conditions.

Name

Witness:

Title

Date

SCHEDULE A
FEES AND DISBURSEMENTS

The Firm agrees that the fees and disbursements for legal services provided under this retainer shall be calculated as follows: