

FULL AUTHORITY MEETING
Wednesday March 11, 2015 6:30 pm – 8:00 pm
Ball's Falls Centre for Conservation – Glen Elgin Room
3292 Sixth Avenue, Jordan, ON

A G E N D A

6:30 pm **CLOSED SESSION**

◆ **DECLARATION OF CONFLICT OF INTEREST**

- (1) Tree and Forestry Bylaw----- [Report No. CR-18-15](#)
 ■ *Communication Summary attached*

7:00 pm **PUBLIC MEETING**

◆ **ROLL CALL**

◆ **DECLARATION OF CONFLICT OF INTEREST**

◆ **ADOPTION OF AGENDA**

◆ **BUSINESS**

- (1) Draft Meeting Minutes – February 19, 2015
- (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. 19-15](#)
2. Operations----- [Report No. 20-15](#)
3. Corporate Services ----- [Report No. 21-15](#)

- (7) 2015 Hunting Fees----- **Report No. 22-15**
- (8) Conservation Area Reservation System Update----- **Report No. 23-15**
- (9) Audit Report – Year Ended December 31, 2014----- **Report No. 24-15**

REPORTS FOR CONSIDERATION

- (10) RFQ Wood / Brush Chipper----- **Report No. 25-15**
- (11) Development Tracking Project ----- **Report No. 26-15**
- (12) Niagara River RAP Agreement----- **Report No. 27-15**
 - *Appendix 1 & 2 attached*
- (13) Other Business

♦ ADJOURNMENT

REPORTS for Information

- ❖ REPORT NO. 19-15
- ❖ REPORT NO. 20-15
- ❖ REPORT NO. 21-15
- ❖ REPORT NO. 22-15
- ❖ REPORT NO. 23-15
- ❖ REPORT NO. 24-15

March 11, 2015 Full Authority Meeting

Report To: Board of Directors

Subject: Watershed Management Status Report

Report No: 19-15

Date: March 11, 2015

RECOMMENDATION:

That Watershed Status Report No. 19-15 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 February 2015, the Watershed Management Department reviewed 29 *Planning Act* applications (various types and complexity), 1 Niagara Escarpment Commission Development Permit application, 6 Building Permit applications, and 5 Property Information requests. The lower application volume is typical for this time of the year. It is anticipated that application volume will start to increase by the end of March. Staff also responded to various inquiries from the public and local municipalities, as well as attended weekly consultation meetings with the local municipalities and conducted various site inspections. A breakdown of the application reviews completed is provided below.

Plan of Subdivision/Condominium	5
Site Plan Control	2
Official Plan Amendments	3
Zoning By-law Amendments	5
Consents to Sever (including lot line adjustments)	7
Minor Variances	7
Niagara Escarpment Commission Development Permits	1
Building Permits	6
Property Information Requests	5

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

- Nine (9) permits were issued in February 2015.
- The Supervisor of Construction Approvals recently left the NPCA. A recruitment process is underway, and it is expected to take 6-8 weeks to replace the position. In the meantime, the Construction Approvals team will be working with the Manager, Plan Review and Regulations to process NPCA permit applications.

3) Violations – Based on no significant change since the January 2015 update, there is no Violations Status Summary report for February 2015.

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

5) Watershed Biology

In the month of February, the Fish and Wildlife Technician conducted 7 planning and permit site visits for planning pre-consultation or permit application review, and has assisted several consultants with information requests.

Nine (9) permit application submissions were reviewed with formal comments being submitted to the Supervisor of Construction Permits Approvals, including multiple applications from Enbridge for Integrity Dig Projects.

The Fish and Wildlife Technician has continued assisting the Geographic Information System (GIS) department with two Niagara College projects to identify ash tree populations on trail systems throughout three Conservation Areas.

The Supervisor of Watershed Biology attended several meetings in the month of February and provided internal assistance to planning staff for a variety of planning and permit files, including Existing Lot of Record proposals, subdivisions, and lot creation adjacent to natural heritage features.

Several Environmental Impact Studies have been scoped for clients, and review has continued for several larger subdivision development proposals (Kunda Park, Lakeshore Beach, Place Polonnaise, Warren Woods, etc.).

The Supervisor of Watershed Biology participated in the inaugural meeting of a Coastal Wetland Restoration Working Group among staff from several other Conservation Authorities and other agencies.

B. Projects / Programs

1) Source Water Protection Plan

- Staff submitted the work plan for the 2015-16 fiscal year to MOECC. Staff attended a coordination meeting with MOECC and Source Protection Committee (SPC) Chairs on March 2 & 3, 2015.
- NPCA is currently recruiting new SPC members. This includes a new representative for Niagara Region and the local municipalities as well as a representative for Haldimand County.
- The Source Protection Authority received the Annual (Progress) Report from the Risk Management Official (RMO) at Niagara Region. This report summarizes actions that were taken by the RMO in 2014 to implement policies in the Source Protection Plan.
- Staff sent a letter to Niagara Region requesting participation of the SPC Chair on the Region's Agricultural Advisory Committee.

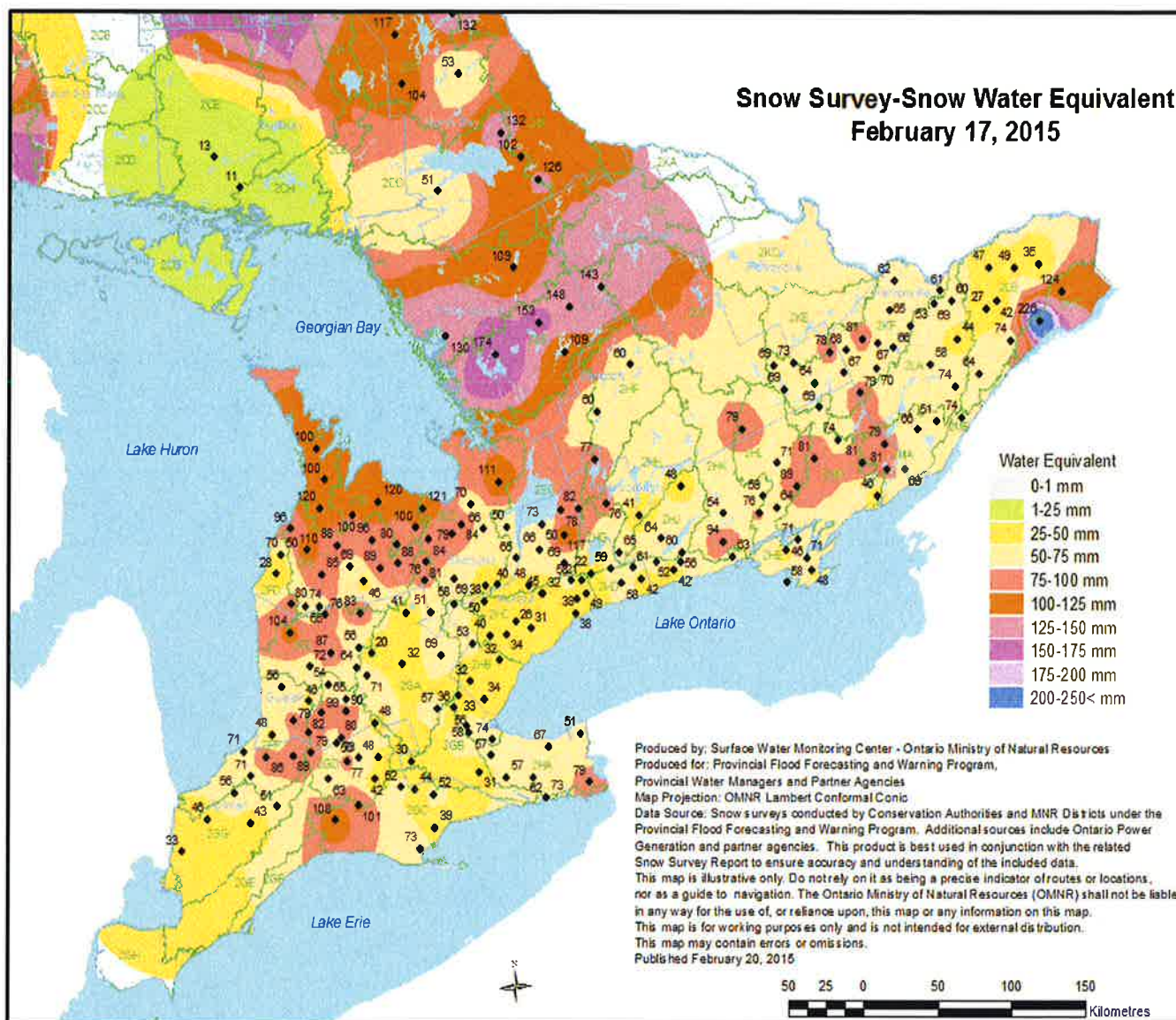
2) Water Quality Monitoring Program

- Staff is currently updating databases, verifying data, and analyzing results for sampling undertaken in 2014. Planning is currently underway for the 2015 field season.
- Staff is currently completing biological monitoring reports for the Hamilton Airport and Glanbrook Landfill studies. These are expected to be completed in late March /early April.

3) Flood Control

a) Monitoring & Major Maintenance

- Binbrook Reservoir - the reservoir is presently covered with 16 inches of ice. Staff will continue to monitor on a daily basis and make adjustments as warranted.
- In support of the Flood Forecasting and Warning program, staff are undertaking the seasonal winter snow surveys. On the 1st and 15th of each month from November to April, NPCA staff measure the snowpack (should one exist) at seven set locations throughout the watershed. These measurements are then analyzed to determine the amount of water present on the ground in the snowpack and the associated potential flood risk should the watershed experience a rapid melt. The information from the NPCA's snow surveys are also routinely sent to the Ministry of Natural Resources' 'Surface Water Monitoring Centre' in Peterborough to help keep the Province apprised of local watershed conditions. Presently, there is an average depth of 34cm of snow throughout the watershed. The depth of water in this snow column ranges between 51 and 79mm (see map below). While this water depth is not excessive, the flooding impact will depend on the rate of the snow melt in the spring.



4) Restoration

Project Implementation – Watershed Plans

The Watershed Restoration Program is responsible for improving water quality, water quantity and biodiversity within the NPCA Watershed. The Restoration Program advances these areas through the implementation of comprehensive watershed plans. Staff are currently scheduling meetings with key stakeholder groups in preparation for 2015 projects.

Project Implementation – Voluntary Stewardship

Staff are currently working with our 2015 project partners, finalizing project designs, stewardship plans, quotations and implementation schedules. To date we have approximately 25 stewardship projects ready for implementation.

Friends of Greenbelt Foundation

Staff submitted a letter of intent (proposal) to the Friends of the Greenbelt Foundation requesting funding support for the implementation of a Windbreak / Living Snow Fence Demonstration Project. Based on the provincial Farm Windbreaks program, this pilot would be the first site in Niagara to use this innovative technology. The proposed pilot location would be along Regional Road #24 in the rural area of the municipality of Pelham.

Blowing and drifting snow is responsible for approximately 30 percent of plowing, salting and sanding, or about \$3,000 per two-lane kilometre per year in winter maintenance in rural areas. Niagara Region's winter maintenance program focuses on state-of-the-art equipment and technology, which improves road conditions; farm windbreaks complement these efforts while offering additional significant agricultural and environmental benefits.

The agronomic benefits of farm windbreaks, including increased crop yields of 5 to 25 percent, have been known for many years and are widely supported in agricultural windbreak literature. Farm windbreaks also control soil erosion, provide habitat for wildlife, improve air quality, and have a cooling effect on climate.

Canopies for Kids

- The goal of the Canopies for Kids program is to increase schoolyard shade while providing children with a hands-on learning opportunity about the benefits trees provide. Adapted for grades K-8, the program provides a look at how trees improve biodiversity, water quality, air quality, and our economic and social environment.
- Ten elementary schools in the NPCA watershed will receive both large scale shade trees and smaller trees for student planting. Planting will take place the week of April 27th - May 1st. A funding application to support Canopies for Kids was recently submitted to *WaterSmart Niagara*, requesting \$50,000 to assist with the purchase of the large scale trees. To date, \$200,000 has been provided through *WaterSmart Niagara* to support the Canopies for Kids program.
- The following schools have been selected for participation in the program:

District School Board of Niagara

School	Address	Municipality
Dalewood Public School	61 Duncan Drive	St. Catharines
Quaker Public School	333 Quaker Road	Welland
Orchard Park Public School	3691 Dorchester Rd	Niagara Falls
Prince Philip Public School	3112 Dorchester Rd	Niagara Falls
Simcoe Public School	4760 Simcoe St.	Niagara Falls
Fitch Street Public School	164 Fitch Street	Welland

Niagara Catholic District School Board

School	Address	Municipality
St. Alfred Elementary School	280 Vine Street	St. Catharines
St. Andrew Catholic School	16 St. Andrew Ave	Welland
St. Edward Catholic School	2807 4th Avenue	Lincoln
St. Christopher Catholic School	33 Woodrow St	St. Catharines

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

- Staff are working with Environment Canada to renew the 5-year funding agreement for providing RAP Coordination and Project Management.
- The Ministry of the Environment & Climate Change (MOECC) is preparing a new Grant Funding Agreement with the NPCA for 2015/2016 for RAP Coordination and Project Management services. The agreement will include provisions to develop and implement a RAP Outreach and Community Engagement Strategy.

5) Special Projects

- Staff provided comments on planning applications and Niagara Escarpment Commission permits for Niagara Region and local municipalities under the Planning Memorandum of Understanding. This included supporting staff preparation for an Ontario Municipal Board hearing.
- Staff continue to work on the Bedrock Valley Aquifer - Ontario Geological Survey Study conducting monitoring, sampling, reporting, and liaising with Niagara Region Public Health, University of Waterloo, Niagara College, McMaster University and Brock University. A grant application was submitted to Niagara WaterSmart to support this program, in particular to work with McMaster University and the City of Hamilton in 2015. Staff met with the OGS, Grand River Conservation Authority and the City of Hamilton to discuss the 2015 work program.
- Staff worked on the Environmental Compliance Approval reporting for the Ball's Falls Sewage System
- Staff also assisted with the Cave Springs Master Plan Water Resource Assessment.
- Staff presented on "Groundwater and the Niagara Peninsula" at a 3rd year Brock University class 'The Geography of Water'.
- Staff provided comments to the Ministry of the Environment and Climate through Conservation Ontario with respect to updating Procedure D-5-4, Technical Guideline for Individual On-site Sewage Systems.

References:

Agronomic benefits:

Brandle, J.R. (2004). Windbreaks in North American
Agricultural systems, Nebraska: Kluwer Academic Publishers.

Blowing and drifting snow statistics:

Tabler, R.D. (2003). Controlling blowing and drifting snow with snow fences and road design.
Niwot, Colorado: NCHRP.

Prepared by:



Peter Graham, P.Eng.
Director, Watershed Management

Respectfully submitted by:



Carmen D'Angelo, CAO/Secretary-Treasurer

Report To: Board of Directors

Subject: Operations Project Status Report

Report No: 20-15

Date: March 11th, 2015

RECOMMENDATION:
That the NPCA Board receive Report No. 20-15 for information

PURPOSE:
Operations Status Report

DISCUSSION:

◆ **Ball's Falls CA**

February has been a month of snow removal and planning for capital projects.

Through the months of January and February Ball's Falls Conservation Area has hosted 2 weddings, 2 Centre rentals for public use, 14 Centre rentals for corporate use, 143 adult visitors, 69 students and seniors, 48 max car loads, 15 self-payers, and 37 snowshoe rentals

Staff has also completed the installation of a glycol pump for our geothermal heating and cooling system. As air is removed from the geothermal line under the parking lot, this pump will fill the air gaps with glycol. This will help the system operate more efficiently.

With the recent approval of the Capital Budget, staff is gathering supplies to make improvements/ renovations to the interior of the lower level washroom building. This will impact our barn and church weddings by providing them with a freshened up facility to use.

Respectfully Submitted by Nathaniel Devos, Park Superintendent at Ball's Falls Conservation Area

◆ **Binbrook CA**

Ice Fishing

The Ice Fishing Program is still strong and remains popular. There is approximately 20 inches of ice (thickness) covering Lake Niapenco. The auger is very close to bottoming out so hopefully it gets warmer. There are some confirmed ice hut rentals booked for this weekend but the general interest in ice fishing in March has significantly declined and the park will close to ice fishing on Monday March 9th. All six huts are currently complete and available for rent. Park Senior Staff anticipate doing about \$10,000 in revenue this year from

the sum of Ice Fishing Program, regular gate admission revenue, and the Annual Ice Fishing Derby. Also, additional revenue has been captured through Self-Pay; about \$50.00-\$100.00 per week on average.

Annual Ice Fishing Derby

There were 225 contestants that registered for the Derby this year. The 'Family' theme was continued with approx. 40 kids in attendance. The weather on the day of the derby was harsh, blustery cold day. However, positive feedback was received because, included in the price of the Derby Ticket, we offered a catered lunch and a DJ.

Numbers to Date

Ice Hut Rentals = 70 (people, since February 2nd)

Total Membership Passes sold = 21

Summer Season Pavilion Rentals (since March 2nd) = 12 Reservations

Capital Projects for 2015

Staff has done preliminary work, in consultation with our in-house Project Manager, to get "shovel ready" plans in place for identified 2015 Capital Projects.

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

♦ Chippawa Creek CA & Long Beach CA

Staff at both Campgrounds are working with Office Administrative Staff to finalize "Reservation and Site Payment" balances for Seasonal Campers. Final payment for existing Seasonal Campers is April 15th. Gates will open on Friday May 8th for Seasonal Campers to drop off their trailers and set up their campsites for the season. Campers are not allowed to start staying on their sites until the Victoria Day weekend.

Staff have also been working on overall occupancy statistics and have been making and implementing suggestions to make each area more user friendly and more family friendly. This includes engaging seasonal campers as they come in to pay their fees. As an example, a group of Seasonal Campers at Chippawa Creek Conservation Area wish to form a "Recreation Committee" to host events throughout the summer for all campers.

Ash Tree removal at Chippawa Creek Conservation Area is about 60% complete. The heavy snow that has been experienced has made it difficult for tree cutters to access all areas of the park. Once Chippawa Creek CA is complete, the crews will move to Long Beach Conservation Area. Field Staff will start clearing brush left behind from the tree cutters.

2015 Capital Project Planning is ongoing with the approval of the Capital Budget last month.

Respectfully Submitted by Rob Kuret, Park Superintendent, Chippawa Creek CA, and Mike MacIntyre, Park Superintendent, Long Beach CA.

◆ Central Workshop – Gainsborough CA

Central Workshop Field Staff continue to maintain the Niagara Regional Closed Landfill/ Doggy Parks until March 31, 2015.

Field Staff have been working at Beamer Memorial Conservation Area to clear snow and make area conditions safe for visitors due to the onset of the annual Hawkwatch Season. Staff have had meetings with the Niagara Hawkwatch group in relation to the Hawkwatch Open House at Beamer Memorial Conservation Area on Good Friday, Friday April 3rd. Operations Staff will continue to offer support to this event.

Equipment maintenance is ongoing as is regular snow plowing.

Staff has also finished the construction of the new electrical building at Long Beach Conservation Area and is working on a number of Capital Project Plans for 2015 with our In-House Project Manager.

Respectfully Submitted by Mich Germain, Superintendent, Central Workshop

ECOLOGICAL STATUS REPORT

Beamer Memorial Conservation Area

The Hawkwatch Season runs March 1 through May 15 at the Beamer Memorial Conservation Area. The season includes monitoring of the spring migration of birds of prey. This annual monitoring is completed daily by the Niagara Peninsula Hawkwatch group, with the data being used internationally through Hawk Migration Association of North America (HMANA). Such information is important in gauging the health of environment and ensuring any necessary remediation is made globally.

Binbrook Conservation Area

Staff met with the Glanbrook Conservation Committee to discuss the group's proposed restoration plans at the park for 2015. Further discussions on project details are to be held.

Cave Springs Conservation Area

As part of the 2015 Resource Inventory for the site Master Plan, the Ecological Studies continue. Further to the completion of the Ecological Land Study Classification for the site; the large mammal survey has begun with second survey already completed and one more scheduled before April, and the Bird Study Contract has been offered and started in February through July, including breeding owls, breeding birds and crepuscular (Eastern Whip-poor-will and Common Nighthawk) birds.

Smith-Ness Conservation Area

The NPCA is supporting an Environmental Damage Fund application by ACER (Association for Canadian Educational Resources) to benefit our property. It involves completion of the slough forest with native tree planting and monitoring of the plantings success using the involvement of local schools. The Board will be informed if the funding application is successful.

Other Conservation Area Ecological Activity

NPCA Hunting Program

a) General: Hunting Permits

Staff has issued an additional 85 hunting permits issued for the NPCA Conservation Areas for 2014. Of this total, hunting permits are issued to 10 individuals residing outside of our administrative area.

b) 2015 NPCA Waterfowl Hunting Program

Binbrook Conservation Area will be holding a lottery for Blind #5 at the park throughout the hunting season. This is to address a fair reservation system for this popular hunting blind.

\$30 Hunting Blind Fee is also proposed to address increasing costs and to be in line with the NPCA Hunting Permit Fee.

NPCA DRAFT Land Management Plan 2015

As part of the NPCA 2014 Strategic Plan, Staff has completed a **DRAFT** NPCA Land Management Plan for 2015, for review and comments by the Community Liaison Advisory Committee (CLAC). The Committee's feedback on this draft plan with collaborated recommendations will be forwarded to the NPCA Board for its consideration.

This inaugurates Phase 1 of 'Improved Capacity for Managing Assets & Land Program,' within the 2014 NPCA Strategic Plan. Phase 1 involves a recommendation to the NPCA Board of a 'New Land Management Criteria in Consultation with the Community Liaison Advisory Committee.'

This draft plan outlines the procedures for land management (i.e. land acquisition and disposition) and the existing NPCA land holdings. Criteria considerations of a weighting system for property needs/selection (similar to the existing approved NPCA 2007 Land Acquisition/Stewardship Plan) were also forwarded for comments.

Respectfully Submitted by Kim Frohlich, NPCA Ecologist

OPERATIONS- CAPITAL PROJECTS UPDATE

A total of 67 Capital Projects have been approved for 2015. That is 46 more than the 21 Capital Projects undertaken in 2014. A draft project calendar has been developed and 16 projects are in the process of being initiated. A further 10 projects will begin the initiation process by the end of March.


The NPCA has been operating without an Asset Management Plan. The Operations Team is in the process of initiating the development of a comprehensive Asset Management Plan, for assets under its control. A draft process plan is now being developed and it is anticipated that the inventory phase will be underway by April.

Respectfully Submitted by Mark Brickell, Project Manager

RELATED REPORTS AND APPENDICES:

2015 Capital Projects Calendar is provided as an attachment

Prepared by:




Gregg Furtney
Conservation Areas Supervisor

Reviewed by:



David Barrick
Senior Manager, Operations

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

This report was prepared with the consultative input from: Nathaniel Devos, Superintendent Balls Falls CA; Mike Boyko, Superintendent Binbrook CA; Mike MacIntyre, Superintendent Long Beach CA; Rob Kuret, Superintendent Chippawa Creek CA; Mich Germain, Superintendent, Central Workshop; Kim Frohlich, Ecologist; and, Mark Brickell, Project Manager.

Projects Calendar for 2015

			Months												Work Performed By
Conservation Area	Project Description	Pr. Lead	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
Ball's Falls CA	Glycol Leak Repair	N.D.	\$5,000		Completed										Contractor
	January 1 - February 28, 2015														
	Upgrades for Lower Level Washroom	J.F.	\$15,000												Park Staff/CWS
	January 26 - March 30, 2015														
	Purchase Folding Tables for Weddings	N.D.			\$3,000										Purchase
	March 2015														
	Re-roof the Cabin - Cedar Shingles	N.D.					\$7,000								Contractor or CWS
	May/June 2015														
	Electrical Upgrades - Thanksgiving Festival	N.D.						\$27,000							Contractor
Binbrook CA	June/July 2015														
	Purchase Heavy Duty Commercial Floor Cleaner for Barn	N.D.			\$2,600										Purchase
	March 2015														
	Wi-Fi System	N.D.					\$10,000								Contractor
	May 2015														
	Wireless Mic System \$20,000	J.F.													Contractor
	TBD														
	Fishing Docks	M.B.				\$28,000									TBD
	April - September, 2015														
	Metal roof for Pavilion 2	M.B.									\$15,000				CWS
	September - October, 2015														
	Splash Pad Health and Safety Improvements	M.B.			\$30,000										Contractor
	March - May, 2015														
	POS System	D.B.			\$5,000										Purchase
	March - April, 2015														
	Water softening system for Splash Pad	M.B.			\$7,500										Contractor
	March -May, 2015														
	Kubota Salt Spreader	G.F.			\$2,500										Purchase
	March-April, 2015														
	Kubota Cab Enclosure	G.F.			\$2,500										Purchase
	March-April, 2015														
	Wind Curtain	M.B.								\$5,000					TBD
	August-October, 2015														
	Kayak/Canoe Storage	M.B.			\$25,000										Contractor
	March-April, 2015														
	Gazebo	M.B.				\$35,000									Contractor
	April-May, 2015														
	Septic System Upgrades as per Master Plan \$800,000	G.F.													Contractor
	TBD														
	Water System Upgrades as per Master Plan \$170,000	M.B.													Contractor
	TBD														
	Install electronic gates and related works \$100,000	M.B.													Contractor
	TBD														

Initiated

Not Initiated

On Hold

Projects Calendar for 2015

Projects Calendar for 2015			Months												
Conservation Area	Project Description	Pr. Lead	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Work Performed By
Central Workshop Gainsborough CA	Replace roof on Central Workshop June-July, 2015	M.G.						\$40,000							Contractor or CWS
	Purchase 2 new EZ Radiant Heaters for CW July-August, 2015	M.G.							\$10,000						Purchase
	Improvements to 2 Beamer Lookouts January-September 2015	R.S.	\$80,000												CWS and Contractor
	St. Johns Pond Erosion Control Measures May-July 2015	K.F.					\$35,000								CWS
	Replace Stevensville Pavilion Roof with Metal Roof May-June 2015	R.S.					\$7,000								CWS
	Replace Fishing Pier at St. John's Pond April-August 2015	R.S.				\$28,000									CWS
	Installation of New Pump at Wainfleet Wetlands May-June 2015	M.G.					\$7,000								CWS
	Purchase Wood Chipper and Related Equipment January-March 2015	G.F.	\$75,000												Purchase
	Annual Purchase of 100 Picnic Tables March-April 2015	G.F.			\$30,000										Purchase
	Annual Purchase of 30 Standardized Garbage/Recycling Bins March-April 2015	G.F.			\$10,000										Purchase
	Trans Canada/Gord Harry Trail Head Sign Installation April-June 2015	M.G.				\$5,000									Purchase/Contractor
	Security System for St. John's Centre \$5,000 TBD	G.F.													Purchase

InitiatedNot InitiatedOn Hold

Projects Calendar for 2015

Projects Calendar for 2015			Months												Work Performed By	
Conservation Area	Project Description	Pr. Lead	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec		
Chippawa Creek CA	2 Fishing Pier Replacements April-August 2015	R.K.				\$55,000									Contractor	
	POS System March-April 2015	D.B.			\$5,000										Purchase	
	Upgrade Campsites August-November 2015	R.K.								\$30,000					Contractor	
	Insulation for New Comfort Station April 2015	R.K.				\$3,000									Contractor	
	Seal Old Wells May 2015	R.K.					\$5,000								Contractor	
	Replace Old Comfort Station Tanks and Related Improvements August-October 2015	R.K.								\$25,000					Contractor	
	Boardwalk Rail Repairs May-June 2015	R.K.					\$3,000								Park Staff	
	New Metal Roof for Gatehouse April-June 2015	R.K.				\$5,000									Park and CWS	
	Beach Restroom Renovation March-April 2015	R.K.			\$15,000										Park and CWS	
	Golf Cart Refurb May 2015	R.K.					\$3,500								Park Staff	
	Workshop Area Upgrades March-April 2015	R.K.			\$10,000										Park Staff	
	Entry/Exit Roadway Improvements \$3,000 TBD	R.K.														
	Purchase of a Water truck March-May 2015	G.F.			\$10,000										Purchase	
	Create Parking Area Beside Pavilion April-June 2015	R.K.				\$6,000									Park Staff	
	Re-side Old Comfort Station June-July 2015	R.K.						\$8,000							Park and CWS	
	Purchase Honey Wagon March-May 2015	G.F.			\$8,000										Purchase	
	Electrical Upgrades February-September 2015	R.K.			\$125,000											Contractor

InitiatedNot InitiatedOn Hold

Projects Calendar for 2015

			Months												Work Performed By
Conservation Area	Project Description	Pr. Lead	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
Long Beach CA	Sidewalk around Comfort Station 3 March-May 2015	M.M.			\$6,000										Contractor
	New Metal Roof for Pavilion 2 June-July 2015	M.M.						\$7,000							Park and CWS
	Purchase Gator/RTV March-May 2015	G.F.			\$20,000										Purchase
	New Metal Stairs to Beach (2-4 sets) April-July 2015	M.M.				\$20,000									Contractor
	Improvements to Shower Floor In Comfort Station 3 March-April 2015	M.M.			\$5,000										Contractor
	Shower Fixtures/Controls and interior upgrades April-June 2015	M.M.				\$10,000									Park Staff
	Trail markers and lighting April 2015	M.M.				\$1,500									Park Staff
	Campsite Drainage Improvements - North Side April-May 2015	M.M.				\$2,500									Park Staff
	30 Amp Meters - Phase 1 March-May 2015	M.M.			\$20,000										Contractor
	Paint Roof on Workshop June-July 2015	M.M.						\$3,000							Staff or Contractor
	Siding on Comfort Station 2 June-August 2015	M.M.						\$5,000							Park Staff and CWS
	Valve Box Replacement October-November 2015	M.M.										\$2,000			Park Staff
	Widening of the Main Entrance March-May 2015	M.M.			\$15,000										Contractor
	POS System March-April 2015	D.B.			\$5,000										Purchase
	Honey Wagon Service \$8,000 TBD	G.F.													
	Wi-Fi \$19,500 TBD	M.M.													Purchase
	Chain Link Fence Replacement - Phase 1 - South Side July-October 2015	M.M.							\$65,000						Contractor

Initiated

Not Initiated

On Hold

Report To: Board of Directors

Subject: Corporate Services Project Status Report

Report No: 21-15

Date: March 11, 2015

RECOMMENDATION:

That the Board receive Report No 21-15 for information

PURPOSE:

To provide the Board a summary of projects important to the Conservation Authority's business objectives.

DISCUSSION:

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.

REPORT

1.0 Accounting & Financial Management

- 1.1 On-Line Time and Attendance Reporting module (Resource Manager) has been rolled out following education and instruction for staff. Issues identified have been addressed during pilot parallel run of new system with paper based system. The reporting system will now permit automated reporting of payroll expenses and provide for audit of payroll related costs.

2.0 GIS & Information Management

- 2.1 Information Management & Business Solutions
- Development Tracking Solution – Support Planning and Regulation review team with finalizing development tracking system evaluation and selection. Report with recommendation to Board providing more information will be included on March agenda.

- Support Cave Springs Master Plan, participating on Steering Committee and Archaeological working group.
 - Website Redesign developer selection has been communicated to respondents. Report submitted to Board regarding recommendation and adjusted budget is now being integrated in vendor work plan to deliver project as specified.
 - Support Operations team in implementing Campground Reservation System with selected vendor with information being provided as part of project implementation.
 - Corporate Email Exchange migration to Office 365 and server infrastructure securement for internal data center as part of broader managed services for information technology needs project. Niagara Region has offered its cooperation and collaboration in support of this transition.
 - Property Information tool version 2 has been completed and roll out to the Planning & Regulations Review team.
 - Populated new Source Water Protection Assessment Report Database data model with NPCA SPA data as requested by MOE.
 - Support Operations team with ongoing development of Conservation Areas Acquisition and Trails spatial databases.
 - Regular custom map services in support of various teams but predominantly from Planning Approvals Analysts.
- 2.2 Corporate Services is Collaborating with Niagara Region Information Solutions to evaluate NPCA long term Information Technology business needs to permit evaluating alternative managed services options by reviewing the broad range of integrated technology services currently received from Niagara Region and a third party provider. The intent of the review is to determine the cost/benefit of receiving those business solutions from a single managed services provider. A report to the Board will be submitted at the completion of the cost analysis outlining the options of a single source provider for the NPCA's needs in relation to multiple service provider's options.
- 2.3 The NPCA will be hosting the Conservation Authority Collaborative Information Session (CACIS) conference for the CA GIS and IM community of practice in June. As hosts, the NPCA is providing planning and preparation activities (venue selection, agenda development) associated with this event.

3.0 Corporate Services Administration

3.1 Job Evaluation

The Job Evaluation job documentation is being compiled for submission to Niagara Region for evaluation and reporting of the results for all jobs within the NPCA.

3.2 Employment Opportunities

- Park Assistant – Long Beach Conservation Area (Permanent) has been advertised with 96 applications received when the posting closed on March 2, 2015.
- Park Assistant – Binbrook Conservation Area (Temporary – Up to 1 Year) has been advertised with 146 applications received when the posting closed on March 2, 2015.
- Supervisor – Construction Permit Approvals – (Permanent) has been advertised with 30 applications received to date, with the posting to close on March 6, 2015.
- Park Attendants – All Conservation Areas (Summer Youth Employment Program – May to September) has been advertised with 157 applications received when the posting closed on March 2, 2015.

A recruitment panel will conduct interviews of candidates for each employment opportunity, and following the interview rating and ranking process, a preferred candidate was selected.

3.3 Corporate Policy Review

Initiated review of corporate policies to confirm, clarify, improve or fill gaps in current NPCA Regulations. The intent of the review is to provide a corporate administrative framework for consistent best practices.

4.0 Business Development, Marketing & Community Outreach

4.1 NPCA Golf Tournament

The Foundation is planning for the annual golf tournament. The 2015 tournament will be held at Whirlpool Golf Course on Wednesday, June 10. We are looking forward to a fun day of golf, raising some money for the foundation and networking with our stakeholders. More details for the tournament will be forthcoming.

4.2 Niagara Envirothon

Staff have been busy planning for the 2015 Niagara Envirothon workshop taking place on April 8th at Heartland Forest in Niagara Falls. There are 15 teams registered for this great event. Professionals from various organizations will be at the workshop to introduce students to the topics of aquatics, forestry, wildlife, soils and our current issue, urban forestry. Represented organizations include the Niagara Region, City of Welland, Agriculture Canada, Brock University, NPCA, Ministry of Natural Resources and Peninsula Field Naturalists. The students will return to Heartland Forest on April 23rd to participate in a hands-on competition based on the knowledge and skills they learned at the workshop. The winning team from Niagara will move on to represent our region at

the Ontario Envirothon competition in May. The NPCA is working with representatives of the Niagara Restoration Council, Heartland Forest, Land Care Niagara and Niagara Falls Nature Club to run this event. It is a great example of the NPCA working with community partners to increase awareness of local issues and to educate students about our organization.

4.3 Outreach Events

The NPCA has been asked by a number of different organizations to host a booth at upcoming spring open house events. The following is a list of events the NPCA will be attending in the coming month:

- Niagara Outdoors Show (March 15th 2015)
- City of St. Catharines – World Water Day at the Pen Centre (March 19th)
- Niagara College – Spring Open House (March 28th 2015)
- Seaway Mall Welland – Outdoor Show (March 27-29 2015)

4.4 Angler Diary Program

The Angler Diary Program has been organized by the NPCA since the spring of 2001. The program was created to monitor the success of the Walleye Stocking Program (in partnership with the Ministry of Natural Resources, Fort Erie Conservation Club and the Port Colborne and District Conservation Club) and to assist with the prioritization of restoration work within the Welland River. Since the Angler Diary Program was proven to be a success within the Welland River watershed the NPCA expanded the Angler Diary Program to include the Twelve Mile Creek watershed. This program targets the native brook trout populations within the cold water section of the creek. In 2014, 11 diaries were returned to the NPCA and three prizes were given out to local anglers: Bruce Downs, Alex Houlden and Martin Kerr. 2015 Angler Diaries will be distributed in March.

4.5 Communications

More pro-active communications will begin using both earned and paid traditional media as well as social media. There is a thirst from staff to “tell our story” in terms of what we do, why we do it and how we do it. The communications will fundamentally be an awareness and educational campaign so the public has a better understanding of the important role NPCA plays in our communities.

4.6 Annual Report

We have begun the process of preparing an annual report to be delivered to member municipalities and other partners. The first draft will be completed by the end of the month. Content will be less verbose and more topline than in years past.

4.7 Website Development

The initial meetings with The Dunham Group have been scheduled for initiation of the website development process. Project timelines and a work-back schedule will be developed shortly.

4.8 Cave Springs Management Plan

A communications plan has been developed and presented to the Steering Committee. The plan calls for a very robust public outreach component. There will be videos produced with the large amount of content that is available to us at this time. Letters have been sent to adjacent area residents, and community organizations that would be interested in the project.

Prepared by:



Jeff Long
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; Brianne Wilson, Events Coordinator; Kerry Royer Community Outreach Coordinator; Michael Reles, Communications Specialist; Kevin Valliers, Business Development Manager and Jim Hagar, HR Specialist

Report To: Board of Directors
Subject: 2015 NPCA Hunting Fees
Report No: 22-15
Date: March 11, 2015

RECOMMENDATION:

That Report No. 22-15 be **RECEIVED** for information

PURPOSE:

To provide information further from the February 2015 Board Meeting, regarding NPCA Hunting fees and areas.

BACKGROUND:

The NPCA Hunting Rates are reviewed annually for program effectiveness and cost recovery. At the December 2014 Board meeting, the NPCA Hunting Rates for 2015 were approved. Based on this approval information on rates has been distributed and posted on the NPCA website. These rates have been applied for all 2015 NPCA Hunting Permits, with eighty-eight permits being issued to date. Please refer to Appendix 1.

Hunting is presently permitted on ten (10) NPCA Conservation Areas. These include: Binbrook, Chippawa Creek, Hedley Forest, Humberstone Marsh, Long Beach, Mud Lake, Ruigrok Tract, Wainfleet Bog, Wainfleet Wetlands and Willoughby Marsh Conservation Areas. These sites are located within more rural areas and assist to provide a variety of passive recreational uses including hunting for our diverse site users. Please refer to Appendix 2. The remaining Conservation Areas; including St. Johns Conservation Area; have other high use activities, are close to structures/dwelling or have other significant site features not leading to hunting.

DISCUSSION:

To provide the Board a summary of hunting areas and rate in support of Board questions and considerations.

Since the Board has already approved the Hunting Fees for 2015, additional increases to the NPCA Hunting Permits could be considered as part of the 2016 rates and fees discussion later in the year.

This would assist in providing effective communication with the stakeholders and public and improving development process performance and other initiatives in support of the strategic plan and supporting the organization to achieve its mission, vision and values.


FINANCIAL IMPLICATIONS:

Status quo for 2015 Hunting Permit fees, with no additional increase to the 2015 fee.

RELATED REPORTS AND APPENDICES:

1. Appendix 1- Report No. 121-14 (attached)
2. Appendix 2- 2015 Hunting Opportunities Brochure

Prepared by:



Kim Frohlich, Ecologist

Reviewed by:



David Barrick, Senior Manager, Operations

Submitted by:



Carmen D'Angelo;
Chief Administrative Officer / Secretary Treasurer



Report To: Board of Directors

Subject: Conservation Area Rates & Fee Schedule 2015

Report No: 121-14

Date: December 17, 2014

RECOMMENDATION:

That the NPCA Board approve the 2015 Conservation Area Fee Schedule as outlined in Appendix 1 of this report.

PURPOSE:

For the NPCA Board to approve the 2015 fee structure.

BACKGROUND:

NPCA staff have consulted with neighbouring Conservation Authorities and park agencies to compare fees for services (Appendix 2). Senior Operations staff, including Park Superintendents, met to analyze and recommend fee changes to the Board. A summary of the proposed Conservation Area Program Fees is attached as Appendix 1 of this report.

DISCUSSION:

Day Use Fees

Day Use fees for adults, students and seniors will remain unchanged within the campgrounds. Balls Falls is recommended to be reduced to the 'off-season' rates for the full 12 months. In 2014, this move saw an increase of revenue (approx. \$8,000) due to the additional volume of visitors paying the fee.

At Binbrook, there has not been an increase in fees at for several years, including 2014. The intent was to finalize the Binbrook Master Plan process. With the Master Plan completed, additional revenues will be needed to help offset the costs of implementing the Plan. Therefore, a nominal increase of 75 cents is being recommended for the 2015 season.

Most areas are experiencing a steady growth in day use attendance, with the exception of Long Beach, where visitor numbers are being impacted by the nearby Regional Access Beach.

Pavilion Rentals

Pavilion rentals will remain unchanged at Long Beach, Chippawa Creek and Binbrook Conservation Areas for 2015.

Membership Pass

The membership pass fee is recommended to be adjusted to better reflect the demands of each park; there is also an option to purchase an 'All-Park' pass. Staff believes the price point of this product is well placed in comparison to similar pass programs offered by the Hamilton Conservation Authority and Conservation Halton, who have more fee-for-service operations.

Camping Fees

Camping Fees have remained the same for several years prior to a nominal increase for the 2014 operating season. NPCA fees are still low compared to other parks/agencies. This could leave the NPCA open to criticism by private park operators and it would certainly undervalue our resource. Further, as operating costs have increased, the NPCA should position itself to recoup these costs. Staff suggests working toward bringing fees closer to the average. Currently, NPCA camping facilities and amenities do not justify a significant increase relative to the amenities offered by private parks.

Demand at our parks, particularly 30amp electrically serviced camping, is very strong. There is a waiting list for these sites and an increase in advance bookings each season. Trends in both advanced bookings and increased waiting lists, point to a steady increase in demand and supports an additional nominal increase for the 2015 season. Further, a new 'Lakefront' class has been created and pegged to the 30 Amp Premium fee schedule to better reflect the value and demand of the lakefront sites at Long Beach.

Staff further recommends adding a Long Weekend premium on all sites of \$4. NPCA campgrounds are at capacity during these peak periods showcasing the high demand. This is a common practice at many campgrounds and would net an additional \$10,000/year.

Ball's Falls

2015 Rates and Fees have already been approved at the November 2014 NPCA Board Meeting.

FINANCIAL IMPLICATIONS:

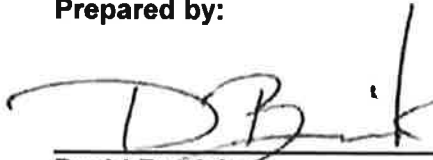
The estimated financial implications of the recommended nominal fee changes should result in additional revenues of approx. \$70-85,000/year. The breakdown is as follows:

Day Use: additional \$10-15,000/year
Membership Passes: additional \$7-10,000/year
Long Weekend Premium of \$4 for all sites: additional \$10,000/year
Reservation fee capture: additional \$10,000-20,000/year
Seasonal Camping: additional \$22,000/year
Transient Camping: additional \$7500
Hunting permit: additional \$2000/year

RELATED REPORTS AND APPENDICES:

1. Appendix 1- Proposed 2015 CA Fee Schedule
2. Appendix 2- 2014 Fee Comparison

Prepared by:



David Barrick
Senior Manager, Operations

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

Appendix 1: Proposed 2015 Fee Schedule**Long Beach and Chippawa Creek**

Day Use (tax included)	2012	2013	2014	2015
Adults	4.00	4.00	4.00	4.00
Seniors	3.00	3.00	3.00	3.00
Students	3.00	3.00	3.00	3.00
Max Car	15.00	15.00	15.00	15.00
Bus (over 20 / vehicle)	79.10	79.10	79.10	79.10

Camping (non-serviced)	2012	2013	2014	2015
one night	32.00	32.00	34.00	34.00
seasonal	1,600.00	x	x	x

Camping (15Amp+Water)	2012	2013	2014	2015
one night	36.00	36.00	38.00	38.00
seasonal*	1,800.00	1,800.00	1,900.00	2,000.00

Camping (15Amp premium)	2012	2013	2014	2015
one night	38.00	38.00	40.00	42.00
seasonal*	1,957.00	1,957.00	2,100.00	2,200.00

Camping (30Amp+Water)	2012	2013	2014	2015
one night	40.00	40.00	42.00	44.00
seasonal*	2,060.00	2,060.00	2,200.00	2,300.00

Camping (15Amp Lakefront)				
Camping (30Amp premium)	2012	2013	2014	2015
one night	42.00	42.00	44.00	46.00
seasonal*	2,205.00	2,205.00	2,400.00	2,500.00

* 2015 seasonal includes extra vehicle pass

Long Weekend Premium of \$4 for all sites

reservation fee is non-refundable; less than 24 hours cancellation notice = lose 1st night

additional vehicle fee \$10

Binbrook Conservation Area

Day Use (tax included)	2012	2013	2014	2015
Car and Driver	5.25	5.25	5.25	6.00
Adult	4.25	4.25	4.25	5.00
Senior/Students	3.25	3.25	3.25	4.00
Max Car	16.00	16.00	16.00	18.00
Bus (over 20/vehicle)	79.10	79.10	79.10	90.00

Facilities Rental	2012	2013	2014	2015
Picnic Pavilion	75.00	100.00	100.00	100.00
Open Air Picnic Area	40.00	55.00	55.00	55.00
Registration Fee	10.00	0.00	0.00	0.00

Balls Falls Conservation Area

Day Use (tax included)	2014	2015
Adult	5.75	5.00
Senior/Students	4.25	3.50
Max Car	18.00	14.00
Bus (over 20/vehicle)	110.00	110.00

Membership Pass (plus HST)

Park	2014	2015	Seniors
Balls Falls	70.00	80.00	70.00
Binbrook	70.00	85.00	75.00
Chippawa & Long Beach	70.00	70.00	60.00
All Park Pass	x	95.00	85.00

Permit	2012	2013	2014	2015
Hunting	25.00	25.00	25.00	30.00

Hunting at the NPCA

- A NPCA Hunting Permit is required for every hunter on NPCA lands.
- Hunting Permit Request Forms are available on line at www.npca.ca or at the Main Office. A \$30.00 administrative fee applies.
- All hunters must have valid provincial/federal hunting licences, and a NPCA hunting permit, carried in their possession. Vehicle dash permit must be visible. All hunting must be conducted in accordance with provincial and federal hunting regulations.
- Permission for the Binbrook Conservation Area is obtained at the site through daily hunting blind fees.



Please Note the Conservation Area Policies

- Portable deer hunting stands permitted only. No spikes, nails or other material which damage trees
- No cutting, destruction, and/or removal of vegetation in Conservation Areas
- No ATV or recreational vehicles permitted within a Conservation Area
- Boats with electric motors or paddle only on Conservation Area waters
- No fires permitted. NOTE no smoking or open flame at the Wainfleet Bog Conservation Area due to extreme fire hazards
- Retrieval dogs for waterfowl hunting only. No other use of hunting dogs permitted, to prevent disturbance of other animals and hunters
- No target/ range shooting in Conservation Areas (including sighting-in, clay throwing and plinking)
- No coyote hunting permitted.
(Refer to the Niagara Peninsula Conservation Areas Rules and Regulations Handbook for these and other park rules, regulations and policies.)

Thank you for your assistance in protecting these areas.

For further information please contact us at (905)788-3135, or visit our website at www.npca.ca



Edition: Feb 11, 2015



2015 Hunting Opportunities

Hunting is permitted within the following Conservation Areas only:

Binbrook *
Chippawa Creek
Hedley Forest
Humberstone Marsh

Long Beach
Mud Lake
Ruigrok Tract

Wainfleet Bog
Wainfleet Wetlands
Willoughby Marsh



Photo Credit: Peter Ferguson

* daily hunting blind fees Binbrook CA

Binbrook C.A.*	Species	Season at site	Hunting Area
	Controlled waterfowl hunting only	<ul style="list-style-type: none"> Date and times to be confirmed in July 2015 (Proposed late September through December if unfrozen lake conditions) Monday AND Saturday only. Subject to change. Check www.npca.ca website for possible changes 	Hunting from designated blinds only. Hunting Blind Fee applies (max. 2 people per blind)
	Notes:	<ul style="list-style-type: none"> NPCA Hunting Permission obtained daily at this site with hunting blind fee. Call for hunting blind reservation First two weeks of hunting season- Lottery draw system for blind use. Application deadline August 31. Contact our NPCA office or www.npca.ca for more details Park gate opens for registration 5 -6 a.m. Hunting until noon Park gate closes sharply at 1:00 p.m. 	

Chippawa Creek C.A.	Species	Season at site	Hunting Area
	Hunting for deer, small game, wild turkey and waterfowl. No coyote hunting permitted	<ul style="list-style-type: none"> Hunting permitted October 1 to Feb.28; April 27 to May 31, 2015 Monday through Sunday 	Hunting south side of Regional Road 45 only
	Notes:	<ul style="list-style-type: none"> Restricted areas in southwest block and northwest corner. Excludes building areas. 	

Hedley Forest C.A.	Species	Season at site	Hunting Area
	Hunting for deer, small game and wild turkey. No coyote hunting permitted	<ul style="list-style-type: none"> Season as per provincial / federal regulations 	Conservation Area boundaries
	Notes:		

Humberstone Marsh C.A.	Species	Season at site	Hunting Area
	Hunting for deer, small game and wild turkey. No coyote hunting permitted	<ul style="list-style-type: none"> Season as per provincial / federal regulations 	Conservation Area boundaries
	Notes:		

Long Beach C.A.	Species	Season at site	Hunting Area
	Hunting for deer, small game and wild turkey. No coyote hunting permitted	<ul style="list-style-type: none"> Hunting permitted Oct. 1 to Feb 28; April 27- May 11 (Monday before May 24 weekend) 	Hunting on north side of Regional Road #3 only
	Notes:	<ul style="list-style-type: none"> Building areas excluded from hunting zone. 	

Mud Lake C.A.	Species	Season at site	Hunting Area
	Controlled waterfowl hunting only	<ul style="list-style-type: none"> Dates and times to be confirmed in July 2015. (Proposed late September through November) Monday, Wednesday, Friday and Saturday only 	Hunting from 3 designated blinds only (max. 2 people per blind)
	Notes:	<ul style="list-style-type: none"> Access to hunting during posted times. Access to blind by water First two weeks of hunting season- Lottery draw system for blind use. Application deadline August 31st. Contact our NPCA office or www.npca.ca for more details. All hunting blinds have platforms for retrieving hunting dog 	

Ruigrok Tract C.A.	Species	Season at site	Hunting Area
	Hunting for deer, small game and wild turkey. No coyote hunting permitted	<ul style="list-style-type: none"> Season as per provincial / federal regulations 	Conservation Area boundaries
	Notes:		

Wainfleet Bog C.A.	Species	Season at site	Hunting Area
	Hunting for deer, small game and wild turkey. No coyote hunting permitted	<ul style="list-style-type: none"> Season as per provincial / federal regulations 	Hunting in designated areas only. Refer to site hunting map
	Notes:		

Wainfleet Wetlands C.A.	Species	Season at site	Hunting Area
	Hunting for deer, small game, wild turkey and waterfowl. No coyote hunting permitted	<ul style="list-style-type: none"> Season as per provincial / federal regulations 	Hunting permitted from east of Bessey Road and to west of Cement Plant Road boundary only
	Notes:		

Willoughby Marsh C.A.	Species	Season at site	Hunting Area
	Hunting for deer, small game, wild turkey and waterfowl. No coyote hunting permitted	<ul style="list-style-type: none"> Season as per provincial / federal regulations 	Conservation Area boundaries
	Notes:		

Report To: Board of Directors

Subject: Conservation Area Reservation System Implementation Update

Report No: 23-15

Date: March 11, 2015

RECOMMENDATION:

THAT the Board receive Report No. 23-15 for information.

PURPOSE:

A previous verbal report was provided to the board by Senior Management. The intent of this report is to provide further information pertaining to the improvements being established with respect to the increased capacities of the new reservation system being implemented in Conservation Area Operations.

This system being implemented offers significant improvements which are in keeping with Strategic Plan Alignment by working to achieve sustainable infrastructure management of NPCA land and fixed assets and improving business practices and procedures.

BACKGROUND:

A contract providing reservation services was entered into between the NPCA and Media Mix, the reservation processing company under a five year agreement concluding on December 31, 2014. The service agreement required the NPCA to pay an \$12 per transaction fee to the reservation service provider on approximately 1500 reservations per year. The service was limited to the processing of the reservation transaction, and the service provider did not or could not provide the NPCA user information for future marketing and communications purposes, did not integrate with our accounting system and required duplication of effort by Parks operations staff.

Given these business concerns, and with the expiry of the service agreement, staff undertook to research other options to determine if process improvements and better customer service could be achieved. Accordingly, a Request for Proposals was issued and a number of respondents provided quotations on their products in relation to the stated specifications important to the NPCA. Vendor demonstrations were presented to a cross enterprise team of staff members to assist in the review and selection process.

DISCUSSION:

The vendor NPCA selected to provide reservation services, is “**Active Network**” who supports enterprises such as Reserve America, and is a very large and well established provider serving many state and local government operations, and presently implementing their products in Australia.

The scope of the system is to initially establish a broader reservation and marketing capability than was previously in place. The Active Network agreement provides not only a more robust reservation system, but will fully integrate with our accounting system and feature point of sale capabilities. This is the first phase of implementation as being fully live by March 31, 2015 is essential to capitalizing on securing early reservations of camp sites in our Conservation Areas.

Active Network also provides future growth and scalability of its enterprise functions as it offers additional capacities in merchandizing, asset control, barcode pricing and reservations of other venues and products. The product will provide access to Administrative management Modules such as Finance Manager, Inventory Manager, Operations Manager and Resources Manager available centrally to the main office and in the field operations. These capabilities will permit better business intelligence for decision making and continued service improvements. These were not available under the previous service provider.

FINANCIAL IMPLICATIONS:

Budget allocation was on the basis of approximately 1500 reservations in 2015 at \$12 per transaction. The contract of services with Active Network is at \$10 per transaction with greater capabilities of the overall system beyond just reservations. Consequently, the new arrangement should be cost neutral. Additionally, there should be some indirect savings resulting from the ability to generate reports and make changes locally by staff trained in the system.

It should also be noted that as the implementation is time sensitive, agreement has been reached with the service provider that established delivery dates and potential financial penalties if the vendor fails to have the system fully configured and ready to receive reservations by March 31st no later than April 15, 2015. The service provider will be required to give the NPCA more favourable terms if the timelines are not met.

RELATED REPORTS AND APPENDICES:

None.

Prepared by:


Jim Hagar; Human Resource Specialist

Reviewed by:


Jeff Long, Sr. Manager, Corporate Services

Submitted by:


Carmen D'Angelo
Chief Administrative Officer, Secretary Treasurer

This report was prepared with the consultative input from: (David Barrick; Sr. Manager, Operations; Geoff Verkade, Supervisor, GIS)

Report To: Board of Directors

Subject: Audit Report – For the Year Ended, December 31, 2014.

Report No: 24-15

Date: March 11, 2015

RECOMMENDATION:

That Report No. 24-15 be received for information

DISCUSSION:

To provide the Board with a schedule of events for the review and approval of the December 31, 2014 Audit Financial Statements.

<u>Date</u>	<u>Process</u>	<u>Status</u>
Nov - 2014	Audit Planning, Initial Communication on Audit Plan	Complete
Nov - 2014	Initial Site Visit	Complete
Dec – 2014	Date for all confirmations, including Bank Etc.	Complete
Feb/ Mar - 2014	Year End visit / audit completion	Ongoing
Apr – 2014	Audit Report, including Report to those charged with Governance. <ul style="list-style-type: none"> • The accounting firm of Grant Thornton will provide an Audit Report on the Financial Statements as well as a report that provides observations and recommendation regarding internal controls. 	
Apr – 2014	Management Discussion and Analysis Letter <ul style="list-style-type: none"> • the MD&A provides an overview of the previous year of operations and how the Authority fared in that time period. The letter will also touch on the upcoming year, outlining future goals and approaches to new projects. 	
Apr – 2014	Approval of Audit Statements, Report to those charged with Governance, and MD&A letter by the Audit Committee.	
Apr – 2014	Presentation and Approval by NPCA Board	
May – 2015	Delivery of Audited Results to Funding Municipalities.	

FINANCIAL IMPLICATIONS:

This will confirm the accuracy of our accounting systems and allow for discussions regarding deficiencies within our Financial Processes.

RELATED REPORTS AND APPENDICES:

None

Prepared by:



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

REPORTS for Consideration

- ❖ REPORT NO. 25-15
- ❖ REPORT NO. 26-15
- ❖ REPORT NO. 27-15

March 11, 2015 Full Authority Meeting

Report To: Board of Directors

Subject: Wood/ Brush Chipper RFQ

Report No: 25-15

Date: March 11, 2015

RECOMMENDATION:

That the NPCA Board (1) **RECIEVE** Report No. 25-15 for information and (2) **AUTHORIZE** staff to proceed with the purchase of one (1) Terex Tac 750 16 Inch Drum Wood/ Brush Chipper from Trenchless Utility Equipment Inc. for the sum of \$55,903.72 which includes applicable taxes.

PURPOSE:

The purpose of this report is seek permission to purchase (1) Terex Tac 750 16 Inch Drum Wood/ Brush Chipper from Trenchless Utility Equipment Inc.

BACKGROUND:

NPCA Field Staff identified the need to purchase a portable Wood/ Brush Chipper in the 2015 Capital Budget. Staff is constantly in need of this type of machine, not only for seasonal tree maintenance within our areas, but due to the Emerald Ash Borer Tree Cutting Program that has started. With the 1000 identified ash trees that are coming down now with more to come, it would not be cost effective to rent a machine.

Due to the estimated cost of this type of machinery, our NPCA Purchasing Policy states that we need to go to tender. On February 18th, 2015, an RFQ was issued to the public. The advertisement and the RFQ document was placed on our NPCA Home Page (website). The same advertisement was placed in "Niagara This Week" on Thursday February 19th, and then finally the advertisement was placed on "MERX.CA". The closing date was Tuesday March 3rd, 2015 at 3pm.

The opening of the sealed RFQs was done at 3:01pm on Tuesday March 3rd, 2015 by Gregg Furtney (Conservation Areas Supervisor) and witnessed by Mr. David Barrick (Senior Manager, Operations) and Mr. Jim Hagar (Human Resources Specialist), in the NPCA Board Room at 250 Thorold Road West, 3rd Floor, Welland, ON, L3C 3W2.

DISCUSSION:

Five Tender RFQ submissions were submitted by four vendors (chart below)

<u>Dealer</u>	<u>Make</u>	<u>Model</u>	<u>HP</u>	<u>Size</u>	<u>Price (includes tax)</u>	<u>Warranty</u>	<u>Delivery/ Availability</u>
Trenchless Utility Equipment	Terex	Tac 750	138	16 Inch	\$ 55,903.72	1 year	1 Day
Vermeer Canada Inc	BC	1500 XL	130	15 Inch	\$ 70,060.00	1 year	1 Day
Turf Care Products Canada	Salsco	813 XT	91	13 Inch	\$ 70,625.00	5 Year	60 Days
Nortrax Canada Inc	Bandit	990 XP	84.5	12 inch	\$ 49,676.06	1 Year	60 to 90 Days
Nortrax Canada Inc	Bandit	1390 XP	142	15 Inch	\$ 60,695.62	1 Year	60 to 90 Days

FINANCIAL IMPLICATIONS:

The Board should be aware that, after significant research (specification comparison) and discussions/ referencing with watershed Partners and Municipalities, (Ken Williams, Niagara Region, Town of Dunnville, Township of Wainfleet) and staff from Davey Tree, frontline Field Staff are have a greater comfort level with utilizing the Vermeer brand as the Vermeer brand name is very well known in the industry.

However, after a discussion with the Trenchless Utility Equipment, the Terex Tac 750 is a relatively new product to the Forestry Sector. It does meet our specifications as outlined in the Tender Process and is in stock and available within one (1) business day. It is also the least expensive of the products that meet our timeline.

Due to the ongoing Ash Tree Cutting Program and the urgency to clear brush prior to the parks opening, the overall cost, and the delivery time, the Terex Tac 750 is the recommended product.

The funding for this machine was identified in the approved 2015 Capital Budget.


RELATED REPORTS AND APPENDICES:

Terex Tac 750 Spec sheet

Prepared by:


Gregg Furtney; CA Supervisor

Reviewed by:


David Barrick; Senior Manager, Operations

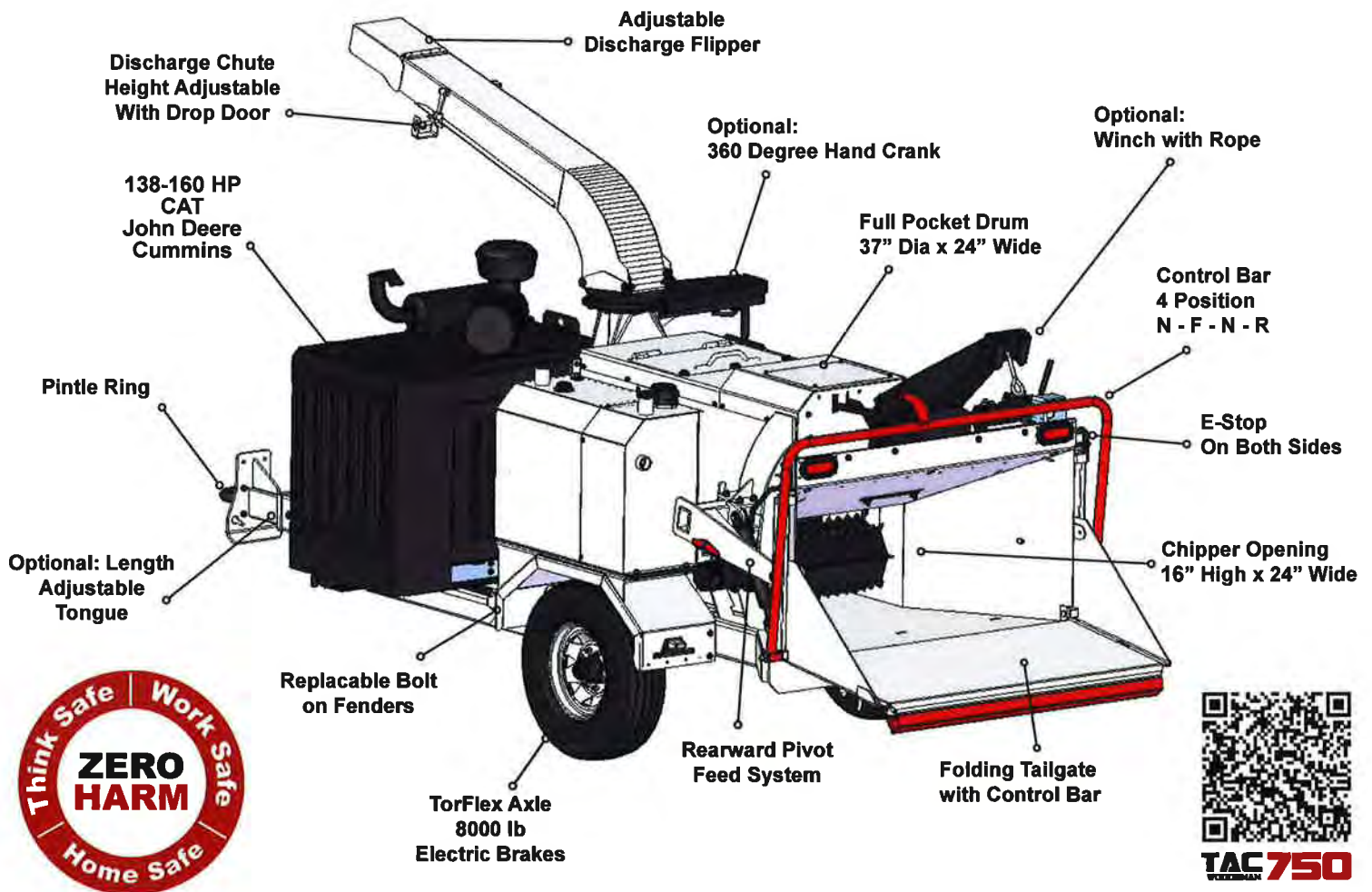
Submitted by:


Carmen D'Angelo; CAO / Secretary Treasurer



TEREX®

ENVIRONMENTAL EQUIPMENT TECHNICAL SPECIFICATIONS



TAC Woodsman 750 Arborist Chipper Specifications

16" Capacity Towable Chipper, Hydraulic Feed Roll, Top Discharge

SPECIFICATIONS

Operating Weight	7,200 lbs
Chipping Capacity	16"
Gross Engine Power	160 hp
Engine Options	Caterpillar
	John Deere
	Cummins

FEATURES

Drum Size	24" wide by 37" diameter
Infeed Opening	16" high by 24"
Feed Control	Programmable
Hydraulic	Hydraulic lift and crush on feed wheel
Jack:	10,000 lbs. drop leg jack

DIMENSIONS

Width	75"
Height	106"
Length	238"
Transport Length	213"

Engine/Drive

- Make/Model:
- Max hp:
- Max Torque:
- Fuel:
- Cylinders:
- Fuel Tank Capacity (gl):
- Oil capacity (qt):
- Cooling Medium:
- Coolant Capacity (gl):
- Drive:
- Warning / Shutdown System:

750

John Deere/PowerTech E 4.5 L
CAT C4.4 138hp
Cummins QSB 4.5 160hp
387 ft-lb @ 1,500 rpm
Diesel
4
38
15.5
Liquid
5
PTO Clutch / Belt
High Temp., Low Oil & Low Fuel Pressure



TEREX®

TAC Woodsman 750

Cutting System

- Drum Size:
- Drum Speed (rpm):
- Knives:
- Anvil:
- Drum Safety Lock Positions:

37" dia x 24" width full pocket
1,321.93 rpm
(4) Double Edged - 2 Pocket
4 edges, 1" Steel
2

Feed System

- Infeed Opening:
- Feed Table Height:
- Feed Table Length:
- Feed Wheel Diameter:
- Feed Wheel Length:
- Feed Wheel Spring Clamp Force Avg. (lbf):
- Feed Wheel Hyd. Lift & Crush (lbf):
- Feed Rate (fpm):
- Motor Displacement (cu. in.):
- Feed Control:
- Bar Actuation Force (lbs.):
- Bar Positions:
- Yoke Safety Lock Position:

16" High x 24" Wide
24"
60.5"
14.125
24"
441.44
1,107.80
99.26
45.6 cu. in.
4 Position Detent Bar w/ Programmable Rev. Autofeed Governor
-
E-Stop, Forward, Stop & Reverse
1

Feed Safety System

- Bottom Feed Stop Bar:
- Bar Actuation Force (lbs.):
- Reset Method:
- E-Stops (Infeed Sides):

10 Ga. Steel
34
Momentary Push Button
Push / Pull Knob

Discharge System

- Discharge Height:
- Chute Rotation:
- Rotation Type:
- Height Adjustable:

106"
300°
Manual (Standard Latch)
3 Position

Chassis

- Frame:
- Hitch Type:
- Tool Box:
- Wheels:
- Tires:
- Axle:
- Brakes:
- Jack:

1/4" Steel
3" PINTLE
Yes
16" 8 on 6.5 B.C.
LT 265/75R16 (10 Ply)
8,000 lb torsion axle
Electric w/Breakaway Switch
10,000 lb. Drop Leg

Hydraulic

- System
- Hydraulic Tank Capacity
- Filtration:
- Pump (gpm):
- System Relief (psi):
- Valves:
- Hydraulic Connections:

(Live) Open Center
18
10 Micron Return / 150 Micron Suction
10.6
2,500
Modular Solenoid Operated
O-Ring / O-Ring Face Seal

Electrical

- System Voltage:
- Battery:
- Standard Gauges:
- Trailer Plug Connection:
- Lights:

12V
12V 800 CCA
Tachometer, Multifunction Display
6-Hole Round
Turning, license, brake, tail & side marker, fuel, hour, voltage, water temp. and oil pressure

Weights

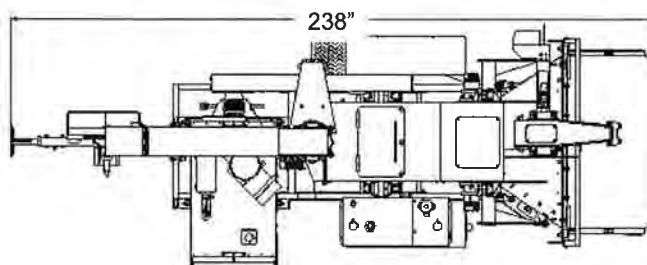
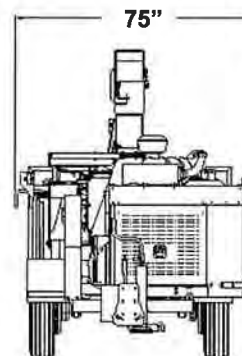
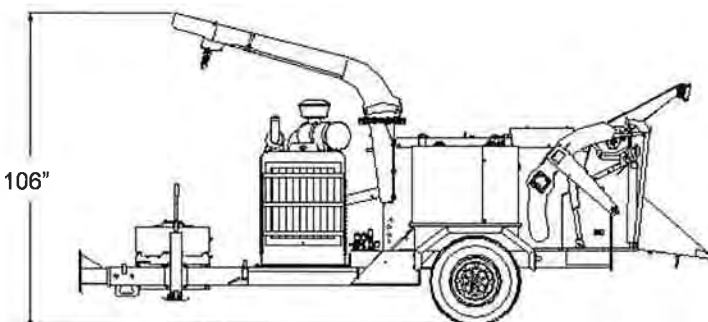
- Tongue Weight (lbs.):
- Operating Weight (lbs.):

-
7,200

Dimensions

- Width:
- Height:
- Length:
- Transport Length:

72"
106"
238"
213"



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Terex Environmental Equipment - 1250 Commerce Drive - Farwell, MI 48622 USA
Tel +1 (989) 588-4295 - salesenvironmental@terex.com

WORKS FOR YOU.™

Report To: Board of Directors

Subject: Development Tracking System Selection

Report No: 26-15

Date: March 11, 2015

RECOMMENDATIONS

THAT:

1. The Development Tracking System Selection Report No. 26-15 be received and
2. The Board approve the purchase and implementation of the *CityView* software solution as the Niagara Peninsula Conservation Authority's development tracking system of choice.

REPORT

Purpose

To recommend the NPCA's preferred solution and associated implementation plan for a development tracking system as identified in the NPCA Strategic plan (2014-2017).

Background

In 2014, staff conducted business analysis to clearly understand NPCA needs and completed research and evaluation of several development tracking software system solutions. The comparative analysis included a review of iDARTS, the solution currently used by the Region of Niagara for some of its planning requirements, two commercial off-the-shelf products, and a Customer Relationship Management (CRM) system. Owing to the significant importance of this project as it relates to the implementation of the NPCA's Strategic Plan, two staff reports to the Board have been provided throughout this process to update on progress and scope.

Currently, NPCA staff challenges in tracking the status of development approvals in its permit and plan review business processes. Additionally, the workflow associated with the NPCA's permit and plan review processes are not standardized, clear or documented. Implementing a tracking software system as a tool that will provide a framework to guide staff through the workflow for this business process is critical for the NPCA to realize its performance related targets.

Beyond technical requirements the prospective development tracking system will assist the development approvals process, improve customer service and corporate transparency with regards to its plan review and permitting activities.

A series of Key Performance Indicators (KPIs) were developed by the NPCA project team to measure the potential system's reporting needs as it relates to monitoring improvements within NPCA development approvals processes. These KPI's include the:

1. Ability to determine types and totals of application approvals processed.
2. Ability to determine time to complete various application approvals by type, including ability to 'stop/restart' processing clock at reasonable junctures in the processing workflow.
3. Ability to determine a percentage for meeting targeted processing timelines.
4. Ability to determine total human resources effort put into a file by the various internal roles that participate in the approvals process.
5. Ability to determine types and totals of pre-consultation activities.
6. Ability to determine time to complete application approvals in contrast to an established baseline and breakdown by the various internal roles.
7. Ability to determine fees collected by application type.
8. Ability to provide a comprehensive repository of all property issues.

Solution Search and Evaluation

Staff researched what other Conservation Authorities and member municipalities utilize to meet similar business needs. From this investigation CityView, AMANDA, and Sage CRM were selected to complement *iDARTs* in a quantitative evaluation. Staff spoke 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 confirmed that the commercial off-the-shelf development tracking systems *AMANDA* and *CityView*, used predominantly in local municipal environments, were unmistakably more sophisticated. These systems have superior workflow and data management capabilities that translate better to meeting NPCA business requirements. They are both much more robust and mature systems, developed with modern software technologies and platforms. All four (4) potential solutions investigated were scored in the weighted criteria-based evaluation. A focused detailed analysis confirmed that two (2) of these solutions were a superior fit for the NPCA in the long term.

The detailed evaluation between CityView and AMANDA was extensive and vetted through the NPCA project team. Several overall system, administration and security, reporting, vendor support, and cost comparison requirements were equated against a total of 84 weighted criteria.

Selection

Results of the thorough analysis indicated that CityView scored ahead of AMANDA by a 5% margin in terms of total score. This system also scored better in each of the general categories, with the biggest margin being established in overall cost.

Beyond the quantifiable results, the CityView system is robust yet not over complex in terms of requiring additional modules and add-ons to address the core needs identified by the project team. It also appears to be extremely user friendly.

It should also be noted that the Authority's member municipalities of Grimsby, Lincoln and Haldimand County use CityView for their development tracking and other municipal permitting and compliance needs. The system has a significant and increasing market share within North America with a total user base upwards of 200 organizations.

Benefits

Experience

CityView focuses on creating and implementing land and records management and enforcement software for local governments in North America. It offers 32 years of experience doing business with government and entities through Ontario and Canada and it is built in and supported from Canada. It is developed by former public sector employees who understand the challenges and needs of local government based on their experiences. As a result, they are leaders in the market place for development tracking type solutions and bring an unrelenting focus and dedication to solving their client's business problems and providing the tools to make sure staff are more productive, and citizens are more conveniently served.

Flexible

CityView is a dynamic solution. It is not static software and is extremely flexible, boasting many configuration and development tools that assist users adapt the system on a day to day basis. It allows organizations to evolve at its own pace by affording customers with flexibility in all aspects of implementation recognizing that needs, technology, and legislation are continuously changing.

Activities-Based

Most importantly, CityView is an activities-based workflow system providing users with a consistent path through the system, facilitating the training of new employees, and ensuring that employees and departments are aware when tasks have been assigned to them. NPCA current business practices will be examined and a suitable workflow of activities and outcomes will be created, making it clear to staff which steps are part of a particular process, when those tasks come due, and who is responsible for them. This is achieved through a visual workspace to diagram existing business processes which drive the steps behind the system. NPCA will be able to create activities, set statuses, add default reviews or inspections (site visits), and set default fees in a simplified working environment.

Ease of Use

The ease of use and usability of CityView comes from combination of many factors, from the User Interface design and tools to the design of every screen in the system and the structure of the various components to facilitate navigation and workflow. Staff will appreciate the Microsoft Ribbon set up so that it takes no more than two mouse clicks to get to any feature or function on the interface. User preferences can be defined for each end user. Google-like search tools help rapidly find data and information. Searches and reports can be bookmarked for quick access. Each user is provided with his or her own To-Do list providing all task assigned to that user which are also accessible by the user in Microsoft Outlook and the corporate email system. The system has an integrated GIS viewer that enables retrieving information and starting applications through a map as well.

Ready Access to Information

CityView runs on a property base as opposed to an application base. Application types and associated documentation surrounding review activities are stored in reference to properties so that related applications (planning application and associated regulations permit) do not have to be referenced to each other exclusively. This will also enable the Authority to leverage its existing Property Information base which compiles Authority planning and regulations issues from our policy and regulations spatial datasets on the mapped parcel, and maintain a history of planning and permit activities associated with a specific property. When looking up a property for a potential information request, or initiation of a planning application or permit review, the system will be able

to return the property with an issue identification list already assembled for staff to vet and confirm, along with any existing history of previous review activities the Authority has been involved with.

Reporting Capabilities

The system also possesses powerful search and query tools that allow staff, including management, to easily find features or generate reports. The reporting capabilities address all of the NPCA's identified KPI's, which can be set up as regular reports, and also provides rich tools to create many robust queries and associated reports that will help measure and track performance.

Technical Support / Upgrades

The Annual Maintenance Agreement ensures NPCA customer and technical support, ongoing software development and upgrades, and assurance that it will never have to seek another vendor solution for a development tracking system again.

Options

Staff recommends that the Board approve the purchase of the CityView software system from Harris Computer Systems. The associated implementation options and costs are outlined below in the various options to meet its development tracking needs as supported by the Strategic Plan:

1. Full Scope: CityView Property Information, Planning and Cashiering, and Portal

This option includes the minimum base system components required to address the Authority's internal information management needs with respect to tracking development applications.

This option also includes the implementation of an integrated public web portal that will enhance customer service and increase transparency with the Authority's processing of development applications.

Software and Licenses	\$ 64,250
Implementation Services*	\$110,513
Annual Fees	\$ 15,653
<hr/>	
Total	\$190,416

2. Minimum Requirements: CityView Property Information, Planning and Cashiering

This option includes the base system components required to address the Authority's internal information management needs with respect to tracking development applications.

Software and Licenses	\$53,000
Implementation Services*	\$98,468
Annual Fees	\$13,178
<hr/>	
Total	\$164,646

The vendor has prepared an associated implementation plan that would start in April with a scheduled go-live launch in September 2015.

*Includes 10% contingency on professional services aspects (including workflow analysis) from vendor associated with custom system set up and configuration.

3. Status Quo

This option is to choose to not implement any development tracking software solution and carry on with business as usual. This option will seriously limit the Authority's ability to improve its development process performance as stipulated in the Strategic Plan. Workflows, business rules and associated information for the Plan Review and Regulations processes will have to be created, documented, prescribed and monitored with no realistic practical means to integrate all of these operational functional dependencies.

Alignment to NPCA's 2014-2017 Strategic Plan

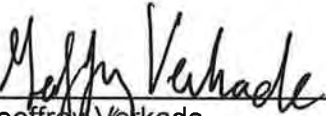
The NPCA Strategic Plan identifies the need for the Authority to improve performance within its development approvals process. It specifically recommends the adoption of a software system for monitoring development applications. Selecting and implementing the appropriate development tracking system is 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.

Report No. 102-14, 'Development Tracking System Update', November 19, 2014.

Prepared by:



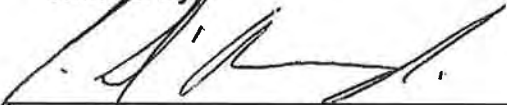
Geoffrey Verkade
Supervisor, Geographic Information Services

Reviewed by:



Jeff Long
Senior Manager, Corporate Services

Submitted by:



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

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



Report To: Board of Directors

Subject: iDARTS Implementation – Status Update

Report No: 52-14

Date: June 18, 2014

RECOMMENDATION:

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

PURPOSE:

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

BACKGROUND:

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

Core NPCA Project Team Members

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

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

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

DISCUSSION:

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

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

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

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

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

FINANCIAL IMPLICATIONS:

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


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

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

RELATED REPORTS AND APPENDICES:

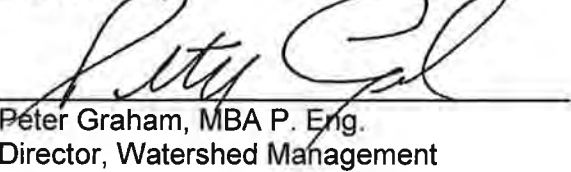
1. Gantt Chart - iDARTS Implementation Project.
2. High Level Milestones, Deliverables, and Target Dates - iDARTS Implementation Project.
3. BPMN and Strategic Plan Flow Chart – comparison of 'NPCA Permit Application Process'.

Prepared by:




Geoffrey Verhade
Supervisor, GIS Services

Reviewed by:



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

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

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

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



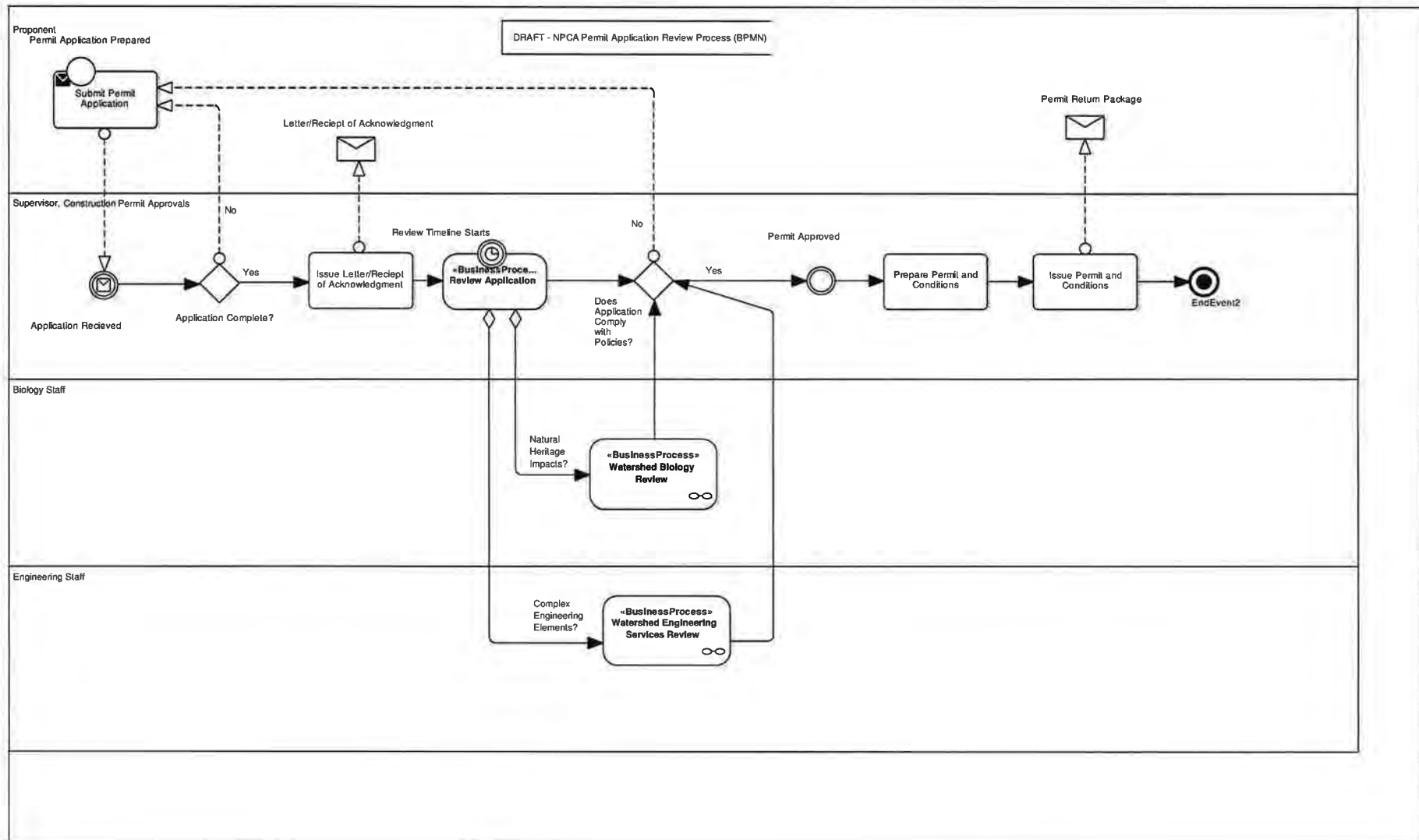
NPCA iDARTS Implementation Project

HIGH-LEVEL MILESTONES, DELIVERABLES AND TIMELINES

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

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

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





Report To: Board of Directors
Subject: 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.

Contact CSDC

To learn more about CSDC's solutions and services, contact us at:

1 (888) 661-1933
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.

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

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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

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“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: Niagara River Remedial Action Plan Coordination Agreement 2015/16

Report No: 27-15

Date: March 11, 2015

RECOMMENDATION

That the Board approve the NPCA continue to provide the Ministry of the Environment and Climate Change (MOECC) with project management and coordination services for the implementation of the Niagara River Remedial Action Plan (RAP) through the approval of the 2015/16 RAP Agreement.

PURPOSE

The purpose of this report is to:

- Present the RAP agreement between MOECC and the NPCA (Attachment #1) to confirm the RAP coordination work plan and obtain MOECC funding (\$99,500.00) 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. 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 both 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 2020. 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. The NPCA's role as coordinator is that of providing project management, secretariat support, and 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 for the value of \$100,000.00 will be forthcoming.

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 2020, at which time the AOC will be delisted. Long-term monitoring will continue beyond 2020 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 its key role as RAP Coordinator.

FINANCIAL IMPLICATIONS

The requested funding contribution from MOECC is included in the 2015/16 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. 2015/16 Remedial Action Plan Funding Agreement
2. Appendix A - History and Background of Niagara River Remedial Action Plan (RAP)

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*

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;
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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.

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of January 1, 2015 (the “**Effective Date**”),

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 (NPCA)

(the “Recipient”)

BACKGROUND

The Recipient intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the “**Parties**”) agree as follows:

ENTIRE AGREEMENT

This agreement (the “**Agreement**”), including:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project Description and Timelines
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reporting, and

any amending agreement entered into as provided for below,

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

COUNTERPARTS

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

AMENDING THE AGREEMENT

The Agreement may only be amended by a written agreement duly executed by the Parties.

ACKNOWLEDGEMENT

The Recipient:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions contained in the entire Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

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

by:

Date

Name: Michael Doggett

Title: Assistant Director (Acting), Eastern Region

Authorized Signing Officer

Niagara Peninsula Conservation Authority

by:

Date

Name: Carmen D'Angelo

Title: Chief Administrative Officer

Secretary Treasurer

I/We have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

1.0 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 headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

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

"Additional Provisions" means the terms and conditions referred to in section 9.1 and as specified in Schedule "B".

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* (Ontario).

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Event of Default" has the meaning ascribed to it in section 15.1.

"Expiration Date" means the date on which this Agreement will expire and is the date set out in Schedule "B".

"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 the maximum amount the Province will provide the Recipient under the Agreement as set out in Schedule “B”.

“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 “C”.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“Reports” means the reports described in Schedule “F”.

“Timelines” means the Project schedule set out in Schedule “C”.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- (a) it is, and will 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 will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- (c) it is 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, the Funds or both; and
- (d) 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 will 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 will 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 for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient, in a timely manner, to identify 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 7.0; and
- (h) procedures to enable the Recipient 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 will provide the Province with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 13.0, Article 14.0 or Article 15.0.

4.0 FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** The Province will:

- (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 Plan attached to the Agreement as Schedule "E"; 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 the Province may request pursuant to section 12.2;
- (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 *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 Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section 14.1.

4.3 Use of Funds and Project. The Recipient will:

- (a) carry out the Project in accordance with the terms and conditions of the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

4.4 Province's Role Limited to Providing Funds. For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.

4.5 No Changes. The Recipient will not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.

4.6 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.7 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the repayment of an amount equal to the interest.

4.8 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

4.9 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.

- 4.10 **Funding, Not Procurement.** For greater clarity, the Recipient acknowledges that:
- (a) it is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
 - (b) the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.

5.0 **RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

- 5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:
- (a) do so through a process that promotes the best value for money; and
 - (b) comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.
- 5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

6.0 **CONFLICT OF INTEREST**

- 6.1 **No Conflict of Interest.** The Recipient will 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, the use of the Funds, or both.
- 6.3 **Disclosure to Province.** The Recipient will:
- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as 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.

7.0 REPORTING, ACCOUNTING AND REVIEW

7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section 19.1, all Reports in accordance with the timelines and content requirements set out in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section 19.1, 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 will 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 allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 7.2;
- (b) remove any copies made pursuant to section 7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the 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 will 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).

8.0 COMMUNICATIONS REQUIREMENTS

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in a form and manner as directed by the Province.
- 8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

9.0 FURTHER CONDITIONS

- 9.1 **Additional Provisions.** The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A", the Additional Provisions will prevail.

10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 10.1 **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.

11.0 INDEMNITY

- 11.1 **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.
- 11.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 11.3 **Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 11.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 11.5 **Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the

proceedings and any related settlement negotiations

12.0 INSURANCE

12.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will 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 the amount set out in Schedule "B" per occurrence. The policy will 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.

12.2 Proof of Insurance. The Recipient will 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 12.1. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

13.0 TERMINATION ON NOTICE

13.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

13.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- (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
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b); and
 - (ii) subject to section 4.8, provide Funds to the Recipient to cover such costs.

14.0 TERMINATION WHERE NO APPROPRIATION

- 14.1 **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 without liability, penalty or costs by giving Notice to the Recipient.
- 14.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:
- (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
 - (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 14.2(b).
- 14.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

15.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 15.1 **Events of Default.** Each of the following events will 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; 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 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 a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
 - (d) the Recipient ceases to operate.

- 15.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:
- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
 - (b) provide the Recipient with an opportunity to remedy the Event of Default;
 - (c) suspend the payment of Funds for such period as the Province determines appropriate;
 - (d) reduce the amount of the Funds;
 - (e) cancel all further instalments of Funds;
 - (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
 - (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
 - (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
 - (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.
- 15.3 **Opportunity to Remedy.** If, in accordance with section 15.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:
- (a) the particulars of the Event of Default; and
 - (b) the Notice Period.
- 15.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(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 15.2(a), (c), (d), (e), (f), (g), (h) and (i).
- 15.5 **When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

16.0 FUNDS AT THE END OF A FUNDING YEAR

16.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article 15.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

17.0 FUNDS UPON EXPIRY

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

18.0 REPAYMENT

18.1 Repayment of Overpayment. If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

18.2 Debt Due. If, pursuant to the Agreement:

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

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

18.3 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.

18.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 19.1.

18.5 Failure to Repay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

19.0 NOTICE

19.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule "B", or as either Party later designates to the other by Notice.

19.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

19.3 **Postal Disruption.** Despite section 19.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

20.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

21.0 SEVERABILITY OF PROVISIONS

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

22.0 WAIVER

22.1 **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 19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23.0 INDEPENDENT PARTIES

23.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

24.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- 24.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.
- 24.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

25.0 GOVERNING LAW

- 25.1 **Governing Law.** The 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. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

26.0 FURTHER ASSURANCES

- 26.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise 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.

27.0 JOINT AND SEVERAL LIABILITY

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

28.0 RIGHTS AND REMEDIES CUMULATIVE

- 28.1 **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.

29.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES

- 29.1 **Recipient Acknowledges.** The Recipient:
- (a) acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
 - (b) acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and

- (c) will comply with any such legislation, including directives issued thereunder, to the extent applicable.

30.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

30.1 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 one of Her agencies;
- (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.

31.0 SURVIVAL

- 31.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 4.2(d), 4.7, section 5.2, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 7.2, 7.3, 7.47.4, 7.5, 7.6, Article 8.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2(d), (e), (f), (g) and (h), Article 17.0, Article 18.0, Article 19.0, Article 21.0, section 24.2, Article 25.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, and Article 31.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$99,500.00 (Ninety-nine thousand and five hundred dollars)
Expiration Date	March 31, 2016
Amount for the purposes of section 5.2 of Schedule "A"	\$1,000.00
Insurance	\$ 2,000,000.00
Contact information for the purposes of Notice to the Province	<p>Name: Cheriene Vieira</p> <p>Address: 119 King Street West, 12th Floor, Hamilton, Ontario, L8P 4Y7</p> <p>Attention: Cheriene Vieira</p> <p>Fax: 905-521-7820</p> <p>Email: cheriene.vieira@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name: Jocelyn Baker</p> <p>Address: 250 Thorold Road West, 3rd Floor, Welland, ON L3C 3W2</p> <p>Attention: Jocelyn Baker</p> <p>Fax: 905-788-1121</p> <p>Email: jbaker@npca.ca</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name: Carmen D'Angelo</p> <p>Position: Chief Administrative Officer, Secretary Treasurer</p> <p>Fax: 905-788-1121</p> <p>Email: cdangelo@npca.ca</p>

SCHEDULE "C"

PROJECT DESCRIPTION AND TIMELINES

C.1 BACKGROUND

Coordination and project management of the Niagara River RAP activities, delivery of key programs and projects, and development of final reports on the Beneficial Use Impairments will meet the commitments made by the Province in the Canada Ontario Agreement to complete priority actions for the Niagara River RAP and prepare the RAP for delisting as an Area of Concern.

C.2 PROJECT OBJECTIVE

The purpose of this project is to support the coordination and project management of the Niagara River Remedial Action Plan (RAP) and the activities associated with implementation of its associated work plan.

C.3 SCOPE OF PROJECT

The following are the Recipient's roles and responsibilities/activities necessary to complete the project:

- Project management / coordination of RAP work plan activities
- 2015/2016 Work plan highlights
- Secretariat to the RAP
- Update the RAP work plan to 2020
- Serve as primary point of contact
- Coordinate & collaborate with the U.S. Niagara River RAP and proposed Ramsar designation
- Maintain RAP office, files and RAP public library
- Facilitate & coordinate RAP implementation partnerships
- Manage expenditures against RAP work plan & budget
- Coordinate & collaborate with RAP partners and implementers
- Outreach and Community Engagement / Public Relations
- Development & initiate the implementation of an Outreach/Engagement Strategy
- Web site redesign and update
- Writing and Reporting
- Prepare technical BUI redesignation and summary reports
- Prepare presentations and outreach materials

C.4 TIMELINES

The following chart outlines the key project Deliverables/Activities and dates for submission/completion:

Key Deliverable or Milestone	Date(s)
Provide project management & oversight of RAP implementation: <ul style="list-style-type: none">a. Facilitate RAP implementation by coordinating the RAP Coordinating Committee and the RAP Steering Committee- 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 issuesb. Facilitate & coordinate RAP implementation partnershipsc. Manage expenditures against RAP work plan & budgetd. Coordinate & collaborate with RAP partners and implementers.e. Serve as coordinator for implementation of the Lyons Creek East Contaminated Sediment Management Protocol	12 monthly Steering Committee teleconferences Quarterly Coordinating Committee meetings

2. Outreach and Community Engagement / Public Relations a. Continue the implementation of an Outreach/Engagement Strategy b. Web site update	Ongoing
3. Writing and Reporting a. Prepare technical BUI re-designation and summary reports b. Prepare presentations and outreach materials	Ongoing-all reports, including progress (due December 31, 2015) and final reports (due March 15, 2016) schedule to be detailed in workplan which will be provided to Steering Committee
4. Provide secretariat services a. Update the RAP work plan (to be approved by Steering committee) b. Serve as primary point of contact c. Coordinate & collaborate with the U.S. Niagara River RAP and provide support to Ramsar* designation d. Maintain RAP office, files and RAP public library	Ongoing

* The Convention on Wetlands of International Importance, called the Ramsar Convention, is an intergovernmental treaty for the conservation of wetlands, signed in Ramsar, Iran, in 1971. The Secretariat's headquarters are in Switzerland. The Convention's mission is "the conservation and wise use of all wetlands through local and national actions and international cooperation, as a contribution towards achieving sustainable development throughout the world". A Ramsar Site is a "Wetland of International Importance". Each member nation recommends the designation of sites to the Ramsar Secretariat. This would be the first Transboundary Ramsar Site in North America. There are currently 37 sites in Canada and 35 in the U.S.

SCHEDULE "D"

BUDGET

Eligible Expenditure	Amount
1. Contract and Professional Services (RAP Project Manager and Communications)	\$80,000.00
2. Materials and supplies (printing, office supplies, communication materials, fact sheets, displays)	\$19,500.00
Total	\$99,500.00

The total costs for the Niagara River Remedial Action Plan Project Management for Budget 2015/16 is identified in the table below along with contributions from the other agencies for the total and in-kind contributions.

Expenditure		AMOUNT	
Contract and Professional services (RAP Project Manager and Coordinator)		\$165,000.00	
Materials & Supplies (printing, communication materials, fact sheets, displays, office supplies)		\$30,000.00	
Registration fees (Conferences, workshops)		\$2,000.00	
Travel and field expenses (e.g. travel to meetings)		\$2,500.00	
TOTAL		\$199,500.00	
Other Agency Project Support (Other agency/entity contributions to project)			
Agency/Entity	Funding Support (Total for Project)	In-Kind Support	
		Describe	Estimated Value
Niagara Peninsula Conservation Authority	\$.0 K	Administration and accommodation	\$50.0 K
Environment Canada	\$ 100.0 K	Labour, equipment, travel and field expenses	\$10 .0 K

SCHEDULE “E”

PAYMENT PLAN

Milestone	Amount
Following Province execution of Agreement evidencing approval of Recipient Project application	\$50,000.00
Following Province approval of interim progress report as set out in Schedule F	\$40,000.00
Following Province approval of final report as set out in Schedule F	\$9,500.00

SCHEDULE “F”

REPORTING

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 31, 2015
3. Final Report	March 15, 2016
4. 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 entities and details of their financial contributions including amount and brief description of work covered;

- (ii) confirmation that the work funded by the other funding entities does not overlap with the work funded by the Province.

2. The Interim Progress Report will set out:

- (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) set out any variances from the Timelines, 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.

3. The Final Report will:

- (i) 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 final accounting of the other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding supported as well as a statement confirming that there has been no overlap of funding from the Province and from any other organization; and
- (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.

4. Other Reports:

- (i) the Province will specify the timing and content of any other Reports as may be necessary.