

FULL AUTHORITY MEETING
Wednesday July 15, 2015 6:30 pm
Ball's Falls Centre for Conservation – Glen Elgin
3292 Sixth Avenue; Jordan, ON

A G E N D A

■ **6:30 pm** **CLOSED SESSION**

◆ **DECLARATION OF CONFLICT OF INTEREST**

- (1) Violations before the Provincial Offences Court ----- [Verbal Update](#)
- (2) Land Acquisition - Wainfleet ----- [Report No. CR-68-15](#)
- (3) CAO Vehicle Allowance ----- [Report No. CR-86-15](#)

■ **7:00 pm** **PUBLIC MEETING**

◆ **DECLARATION OF CONFLICT OF INTEREST**

◆ **ADOPTION OF AGENDA**

◆ **DELEGATIONS / PRESENTATIONS:**

- A. Water Quality – Joshua Diamond
- B. Ramsar/RAP designation – Jocelyn Baker & Deanna Lindblad

◆ **BUSINESS**

- (1) Draft Meeting Minutes – Full Authority – June 17, 2015
- (2) Business Arising From Minutes
- (3) Correspondence
- (4) Chairman's Remarks
- (5) Chief Administrative Officer Comments

REPORTS FOR INFORMATION

- (6) Project Status Reports:
 - 1. Watershed Management-----**Report No. 69-15**
 - 2. Operations-----**Report No. 70-15**
 - 3. Corporate Services-----**Report No. 71-15**
- (7) Financial & Reserve Report – Month ending June 30 -----**Report No. 72-15**
 - Appendix A & B attached
- (8) Forestry Bylaw -----**Report No. 73-15**
- (9) Moveable Assets Policy -----**Report No. 74-15**
 - Policy attached
- (10) Capital Projects – Status Update -----**Report No. 75-15**
 - Calendars attached

REPORTS FOR CONSIDERATION

- (11) 2015 Annual Water Quality Report-----**Report No. 76-15**
- (12) Proposed Niagara River Ramsar Designation-----**Report No. 77-15**
 - Appendices attached
- (13) Niagara River RAP Agreement-----**Report No. 78-15**
 - Appendices attached
- (14) Great Lakes Sustainability Fund Agreement-----**Report No. 79-15**
 - Agreement attached
- (15) National Wetland Conservation Fund Agreement -----**Report No. 80-15**
 - Agreement attached
- (16) Land Use Agreement-Fort Erie Conservation Club Lease --- **Report No. 81-15**
 - Agreement attached
- (17) Land Management Agreement – NCC - Lathrop -----**Report No. 82-15**
 - Agreement attached
- (18) Naming of Assets & Facilities Policy-----**Report No. 83-15**
 - Policy attached
- (19) Mountainview Conservation Area-----**Report No. 84-15**
- (20) Easement Agreement - NRWC -----**Report No. 85-15**
- (21) Other Business

◆ ADJOURNMENT

CORRESPONDENCE

- Niagara Children's Water Festival (dated July 7, 2015)

JULY 15, 2015 Full Authority Meeting



Memo

To: All Partners, Stakeholders, Teachers, Volunteers, Regional Council
From: Niagara Children's Water Festival Organizing Committee
Date: July 7, 2015
Re: Postponement of Niagara Children's Water Festival

The September 2015 Niagara Children's Water Festival (NCWF) will be postponed until May 2016 due to uncertainty surrounding potential job action within Niagara's school boards. This decision comes after much discussion and evaluation by the Water Festival Steering Committee, comprised of partners from the Niagara Peninsula Conservation Authority, Niagara Region, the City of St. Catharines and Ontario Power Generation.

The funds and resources originally allocated for September's festival will be used to improve activity centres and logistical pieces for future festivals. The decision to postpone the festival ensures that cancellation fees are not incurred for items such as tents and transportation, in the event job action does occur.

The NCWF has taken place the third week of September for the past 12 years. Local grade three and four students are invited to participate in engaging activities related to water technology, conservation, attitude, protection and science.

Plans to transition the festival to a spring program in 2016 were already underway when this decision was made. May's festival will occur over four days to accommodate a larger number of students in the absence of a 2015 festival.

We appreciate your understanding in this matter and look forward to providing an improved festival experience in May 2016.

A handwritten signature in black ink that reads "B. Wilson".

Brianne Wilson
Festival Co-Chair
Niagara Peninsula Conservation Authority

A handwritten signature in black ink that reads "D. Barrow".

Deanna Barrow, P.Eng
Festival Co-Chair
Niagara Region

REPORTS FOR INFORMATION

- ❖ **REPORT NO. 69-15** – *Project Status – Watershed Management*
- ❖ **REPORT NO. 70-15** – *Project Status - Operations*
- ❖ **REPORT NO. 71-15** – *Project Status – Corporate Services*
- ❖ **REPORT NO. 72-15** – *Financial & Reserve Report – June 30, 2015*
- ❖ **REPORT NO. 73-15** – *Tree & Forest Conservation By-law Status*
- ❖ **REPORT NO. 74-15** – *Moveable Assets Policy*
- ❖ **REPORT NO. 75-15** - *Capital Projects Status Update*

JULY 15, 2015 Full Authority Meeting

Report To: Board of Directors

Subject: Watershed Management Status Report

Report No: 69-15

Date: July 15, 2015

RECOMMENDATION:

That Watershed Management Status Report No. 69-15 be received for information.

PURPOSE:

The purpose of this report is to provide the Board with an update on staff's recent activities within the Watershed Management department of the NPCA.

BACKGROUND:

A. Plan Review & Regulations

1) Municipal and Development Plan Input and Review

Planning and Regulations staff have been working with Geoff Verkade, Supervisor, GIS Services to provide data for inclusion in the new Development Tracking System (CityView).

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 June, 2015, the Watershed Management Department reviewed 14 *Planning Act* applications (various type and complexity), 2 Niagara Escarpment Commission Development Permit applications, 35 Building Permit applications, and 7 property information requests. 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 review is provided below.

It should be noted that the statistics for Plans of Subdivisions/Condominiums does not include on-going administration work (reviewing detailed engineering design reports, reviewing tree saving plans, reviewing agreements, reviewing revised submissions, and other such tasks).

Plan of Subdivision/Condominium	1
Site Plan Control	3
Official Plan Amendments	1
Secondary Plans	0
Zoning By-law Amendments	2
Consents to Sever (including lot line adjustments)	2
Minor Variances	5
Niagara Escarpment Commission Development Permits	2
Renewable Energy Projects	0
Building Permits	35
Property Information Requests	7

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

Applications Processed in May 2015 by Regulations Staff

PERMIT #	MUNICIPALITY	ADDRESS	WORKS PROPOSED /PURPOSE	REGULATED FEATURE	TOTAL DAYS	COMMENTS
3586	Hamilton	8226 White Church Road	New Garage Installation	Lands adjacent to watercourse	19	
3578	NOTL	1315 Line 2 Road	Help House Addition	Lands adjacent to wetland	40	Change in wetland boundary
3584	Fort Erie	3654 River Trail	New Storage Shed	Lands adjacent to watercourse (Black Creek)	12	
3585	St. Catharines	64 Christie Street	Retaining Wall	Lake Ontario Shoreline	25	
Minor Works	Niagara Falls	Ridge Road	Directional Boring Bell 100mm Conduit	Tee Creek Tributary/lands adjacent to watercourse	15	
3587	Fort Erie	3315 Lakecrest Court	Cleaning up of 50' of Lake Erie Shoreline	Lake Erie Shoreline	1	
3575	Lincoln	4130 Eleventh St	New Home Construction	Slope stability/top of bank	11	
No Objection	West Lincoln	8095 Silver Street	Construction of a pond	Minor watercourse that does not exist	7	
3588	Hamilton	5050 Harrison Road	Storage Shed	Lands adjacent to a watercourse	18	
No Objection	Wainfleet	53985 Concession 5 Road	Construction of a pond	Lands adjacent to a watercourse	10	
3589	Haldimand	326 Rattle Snake Road	Construction of a detached garage	PSW Buffer (Dunnville Woods East)	13	
3590	Wainfleet	12349 Lakeshore Road	New 3 Season Cottage	Lake Erie Shoreline	11	
Minor Works	St. Catharines	130 Rykert Street	Re-location of portable to original location	Frances Creek Lands adjacent to watercourse	1	

PERMIT #	MUNICIPALITY	ADDRESS	WORKS PROPOSED /PURPOSE	REGULATED FEATURE	TOTAL DAYS	COMMENTS
No Objection	St. Catharines	215 Glenridge Road	Repaving and privacy wall reduction	Slope stability/top of bank	7	
3591	Port Colborne	1555 Clark Road	Demolish Existing Home and Rebuild	Lands adjacent to wetland	17	
3594	St. Catharines	Cindy Park	Pedestrian Bridge	Watercourse (Walkers Creek)	25	7 days once complete application received
3565	St. Catharines	12 Mile Creek/4th Street Louth	Hydroelectric Power Generation	12 Mile Creek	90	Extensive Complex Engineering/Biology Review
3536	St. Catharines	6-10 Dalhousie Ave (Gary Road)	Road Improvements (Gary Road)	Stable Slope	171	Complete application received June 12 therefore only 12 days
3595	Niagara Falls	Bukator Park	Park Improvements	Lands adjacent to watercourse	22	
3563	Niagara Falls	4734 Lyons Creek Parkway	Dock installation	Lyons Creek	101	Complete application received June 22 therefore only 6 days
NRWC001 to NRWC016	Haldimand, Wainfleet, West Lincoln	Various	Wind Energy Project	Various	41	Complete application as of June 5 therefore only 4 days to do permit

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

4) Watershed Biology

In the month of June, the Watershed Ecological Technician has provided biology review for a variety of planning and regulations files, including conducting 8 site visits for planning pre-consultation or permit application review, including formal follow up with internal and external biology comments.

Seventeen permit application submissions were reviewed by the Watershed Ecological Technician, with formal comments being submitted to the Supervisor of Construction Permits Approvals. Review of the Niagara Region Wind Corporation (NRWC) wind turbine project is also ongoing. Planning preconsultation continues, including providing comments on 6 planning files.

The Technician attended a week long Ministry of Natural Resources and Forestry Ontario Wetland Evaluation System Course (OWES) in North Bay. She has received her

certification for this course. This month the Technician also assisted the Ecologist with small mammal trapping at Cave Springs.

The Supervisor of Watershed Biology welcomed the new addition of Adam Boudens to her team as an additional Watershed Ecological Technician in the month of June. This will greatly help with capacity to expediently review planning and permit files and assist with ensuring good customer service.

The Supervisor of Watershed Biology also conducted several site visits and meetings, and participated in workshops on Biodiversity Offsetting and the Department of Fisheries and Oceans review process in the month of June.

Permit review concluded for the Shickluna hydroelectric project, and assistance was provided to the NPCA Ecologist for review of the Niagara Region Wind Corporation request for access of the Gord Harry Trail.

B. Projects / Programs

1) Source Water Protection Plan

- Staff attended a meeting in Toronto to discuss strategic directions of the source protection program.
- Staff continue to provide support to the municipalities and MOECC in source protection as needed.

2) Water Quality Monitoring Program

- Staff continue routine monitoring at 75 surface water stations and 15 groundwater stations in the NPCA watershed.
- Staff completed the biological monitoring report for the Hamilton Airport Report and Annual NPCA Water Quality Report.
- The Water Quality Specialist presented the Glanbrook Landfill Biological Monitoring Report to the Glanbrook Landfill Committee on May 28th.
- Staff completed the Ontario Stream Assessment Protocol training and are now certified to use this protocol at the NPCA.
- Staff completed the groundwater and surface water monitoring components for the Balls Falls Centre Certificate of Approval for the septic system.
- To-date, the NPCA has received four applications for Well Water Decommissioning Program with 2 of these projects now completed.
- The NPCA Water Quality Monitoring team are continuing on several collaborative projects in 2015. These projects include:

- 1) The Microbial DNA Trackdown with Environment Canada and McMaster University,
- 2) Climate Change Station with MOECC at Balls Falls;
- 3) North Creek Nutrient Evaluation with MOECC;
- 4) Reference Creek Study with MOECC; and
- 5) Neonicotinoids monitoring at Four Mile Creek and North Creek.

- Sarah Koudys has been hired as the Water Resource Technician Assistant under the Ministry of Natural Resources and Forestry's Summer Experience Opportunity program.

3) Flood Control

a) Monitoring & Major Maintenance

- Binbrook Reservoir – As of June 24, 2015, the reservoir's water level is presently sitting slightly above the normal operational holding level. Staff continue to monitor reservoir water levels on a daily basis and make adjustments as warranted.
- Staff continue to monitor daily the water levels at our 14 stream gauge stations, climatic data at our 15 climate stations, and undertake routine maintenance, calibration, and inspections at all 29 installations, as part of the NPCA's routine **Flood Forecasting and Warning** duties. The public may access this real-time water level and rainfall information through the NPCA's website.
- Through the NPCA's coordination with Water Survey Canada (WSC), WSC staff have installed GOES satellite transmission units at the '20 Mile Creek at Smithville' and the 'Welland River at Caistor's Corners' stream gauge stations (through agreement and at no cost to the NPCA). The capability to utilize satellite communications will serve to drastically improve the reliability and speed of the NPCA's connection to these stations critical to the NPCA's Flood Forecasting & Warning operations.

b) Water Resource Engineering

- Staff attended the quarterly meeting of the *Regional Conservation Authorities Flood Forecasting and Warning Group* (hosted by the Grand River CA) in order to ensure that the NPCA flood forecasting and warning efforts remain consistent and integrated with our local Conservation Authorities (Hamilton, Grand River, and Long Point CAs).
- NPCA staff hosted the quarterly meeting of the Conservation Authorities '*Coastal Working Group*'. The purpose of this group is to provide a forum for staff from different Conservation Authorities to discuss issues, development, regulation, and the nature of hazards which occur along the Great Lakes shorelines.
- Staff completed Ontario Stream Assessment Protocol training and are now certified to use this protocol when undertaking a review of the issues affecting the conditions of our local watercourses.

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 our watershed plans. Arthur Howard has been hired as the Restoration Program Assistant under the Ministry of Natural Resources and Forestry's Summer Experience Opportunity program.

Project Implementation – Voluntary Stewardship

Staff are currently implementing stewardship projects, with over 50% of the projects completed. Over 65 stewardship projects are approved for implementation in 2015. NPCA budgets for restoration projects are fully allocated for 2015. Any new restoration requests are being placed on a waiting list for 2016.

Canopies for Kids

The goal of the Canopies for Kids program is to increase schoolyard shade while providing a learning opportunity about the benefits of trees. After five years, the goal of working with 50 schools has been achieved. To date, over 12,000 students have been involved in planting over 1,000 shade trees.

An assessment of each of the 50 schools will be done over the summer. This will include updating the database with GPS locations to locate and monitor the long term health of each tree planted.

Willowbank Tree Planting Event - June 12th

NPCA restoration staff and local dignitaries were on hand at the planting of four willow trees at the upper campus of the Willowbank School of Restoration Arts, in honour of the folks who have played a significant role in the history of Willowbank and are now caring for its future. Willowbank will be working with the NPCA and other partners to naturalize the property. It is an opportunity to expand partnerships with the First Nations. The removal of invasive plants will allow native species to grow and flourish which is important to the ecology of the site.

Stratus Bird Box Building and Installation

On May 14th restoration and communication staff helped Stratus Vineyards build bluebird boxes and plant a native wildflower garden beside their retail store. The bird boxes were then donated to a Niagara-on-the-Lake landowner who undertook a wetland stewardship project with the NPCA. Stratus staff assisted in the installation of the bird boxes.

William Street Park Volunteer Event

NPCA restoration staff are planning a community volunteer event in Niagara-on-the-Lake this July to help maintain and enhance the natural buffer that has been established in William Street Park. The buffer enhancement project started in 2012 with 50 native trees and shrubs being planted alongside One Mile Creek in Historic Old Town Niagara-on-the-Lake. Over the following 2 years, over 2000 native wildflowers were planted to help beautify the area while increasing important pollinator habitat for bees and butterfly populations which are on the decline. This year the buffer project was highlighted in the Ontario Biodiversity Summits, Stewardship-in-Action Field Trip in May and will be again featured alongside traditional gardens in the Niagara-on-the-Lake during Communities in Bloom.

Port Dalhousie Restoration Project

Working closely with the City of St. Catharines and the Port Dalhousie Beautification and Works Committee (PDBWC), staff are assisting with naturalization / pollinator gardens as part of a larger effort to restore areas of Port Dalhousie. The goals of the project include increased habitat in the area of the migratory stop over for pollinators, runoff control and buffer along Martindale Pond edge (this will deter geese as well), and education about the pollinators.

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

Outreach & Communications: The “Our” Niagara River Remedial Action Plan (RAP) Public Meeting was held at the Queens Landing Hotel in NOTL, ON, on Thursday May 28th, 2015. The RAP funding agencies are anticipating a number of “reporting to the public” sessions. Meetings have been arranged to present the updates on the Niagara River RAP as well as the proposed Ramsar designation at Fort Erie, Niagara-on-the-Lake, City of Niagara Falls and Niagara Region municipal councils. (See Report 77-15 for details).

Brock University Conference Tour

Researchers from the ‘Climate Change Adaptation and Water Governance’ project (CADWAGO) were meeting at Brock University to view and discuss the Niagara River Watershed. Their specific interest with Niagara concerns how water resource management is coordinated among several agencies and organizations across political boundaries (within Ontario and between Canada and the US). Other case studies are situated in the UK, Sweden, Tunisia, etc. (More information about the project is available at www.cadwago.net.)

5) Special Projects

- Staff provided comments on planning applications, and Part 8 Building Permits for Niagara Region and local municipalities under the Planning Memorandum of Understanding.
- Staff are continuing the water resources investigation of Cave Springs to support the Master Plan, including working with a Niagara College Environmental and Assessment Intern.
- Staff continued work on the Bedrock Valley Aquifer - Ontario Geological Survey Study, monitoring, reporting, and liaising with McMaster University and local municipalities.
- Staff reviewed options for informing the public about naturally occurring groundwater parameters that have been identified above provincial drinking water standards.
- Staff worked with NPCA Operations staff to improve performance of the Ball’s Falls Sewage System.

- Staff continued work on the Bedrock Valley Aquifer - Ontario Geological Survey Study, monitoring, reporting, and liaising with McMaster University and local municipalities.
- Staff reviewed options for informing the public about naturally occurring groundwater parameters that have been identified above provincial drinking water standards.
- Staff worked with NPCA Operations staff to improve performance of the Ball's Falls Sewage System.
- Staff hired a University of Waterloo Engineering Co-op Student for the Fall 2015 term. The student will assist with groundwater and surface water field investigations

Prepared by:



Peter Graham, P.Eng.
Director, Watershed Management

Respectfully submitted by:



Carmen D'Angelo, CAO/Secretary-Treasurer

This report was prepared with consultative input from Suzanne McInnes, MCIP, RPP – Manager, Plan Review and Regulations, Brian Wright, P.Eng. – Manager, Watershed Projects and NPCA staff.

Report To: Board of Directors
Subject: Operations Status Report
Report No: 70-15
Date: July 15, 2015

RECOMMENDATION:

That the NPCA Board **RECEIVE** Report No. 70-15 for information

PURPOSE:

Operations Status Report

DISCUSSION:

Ball's Falls CA

In June, the MGB Car Club visited Balls Falls bringing approximately 250+ cars and members from all across North America.

Also, Balls Falls hosted the Niagara Peninsula Amateur Radio Club. This group sets up their radios annually and tries to make contact with as many other stations as possible across North America and even a couple in Europe. This is done as a test of an emergency system should all forms of communication fail on a huge scale.

As for regular visitation, we had 540 adults, 143 seniors, 137 students, 44 children, 82 maximum per car and 57 self-pay visitors. Our rentals for our facilities were 6 pavilion rentals, 14 church rentals, 13 barn wedding rentals, 2 barn non-wedding rentals, 4 CFC wedding rentals and 15 CFC non-wedding rentals.

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

Binbrook CA

Missing Person:

On June 8th, at approximately 7pm, Senior Staff were called to Binbrook Conservation Area to participate in a Search and Rescue Mission. The missing person was Mr. Peter Simon of Hamilton. He and his colleagues were training, swimming, for a future Iron Man event. Unfortunately, Mr. Simon did not return from the swim. After several days of searching by various Police Services, an NPCA Staff member located Mr. Simon on Sunday June 14th.

His body was recovered by the Hamilton Police Service from Lake Niapenco. No autopsy results were available at the time of this report however, Police never expected foul play.

Revenue

Weather has been a contributor to lower than average revenues, along with public perception surrounding the Missing Person event. On a positive note, virtually all weekends/holidays from now to Labour Day are booked for roofed pavilions.

A second wedding is booked to be held at Binbrook Conservation Area on Saturday September 26th.

Tree Clean-up

All areas that are frequented by public have been cleaned up (logs removed, brush chipped). A few piles of brush remain. Many thanks go to Central Workshop Team for their efforts to help with the clean-up process.

Canada Day BBQ

The weather finally co-operated and all seemed to enjoy the Canada Day BBQ hosted by the Honourable MP David Sweet and the Honourable MP Dean Allison. Hamilton City Councilor Brenda Johnson, NPCA Board Member Stew Beattie and Mayor Doug Joyner were among those in attendance.

Barony of Ben Dunfirth

The Barony of Ben Dunfirth is a branch of the Society of Anachronism (SCA). The SCA is a non-profit, educational organization which is devoted to the study and recreation of the Middle Ages and renaissance periods as they were and as they might have been. The group dresses, acts, and socializes/ recreates like a community from the middle ages, in costume.

Boarderpass Triple Crown Event

Due to inclement weather, the event has been postponed until Saturday July 18th. It was original set for Saturday June 27th. It is usually a very well attended event. Interested Board Members and staff are invited to attend the event.

Waterfowl Hunting

The final touches on a mass mail out to previous hunters are going out shortly providing information on this year's waterfowl hunt program. Different from last year, we are conducting not only a lottery for all blinds on the first four scheduled hunt dates but we are now conducting a lottery for specifically Blind #5 for the entire hunting season. This is courtesy of feedback collected from the hunters and in an effort to allow for greater equal opportunity for what is historically been the most popular waterfowl hunting blind.

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

Chippawa Creek CA & Long Beach CA

Both campgrounds have been very busy, despite the weather. Chippawa Creek Conservation Area is host to 80 Seasonal Campers, 12 more than last season and Long Beach Conservation Area is host to 100 Seasonal Campers, an increase of 4 from last year.

Both campgrounds have been busy promoting and serving patrons with the new Honeywagon Service and a major push at both campgrounds is on to fix and repair picnic tables.

Long Beach hosted a beach wedding on Saturday June 20th. It was well attended and the two families were delighted with the venue and customer service.

Children's activities commenced at both campgrounds on June 26th.

A Seasonal Camper's Meeting was held at both campgrounds on Saturday June 20th. This was an opportunity to communicate with our patrons and gain some important feedback. It was also an opportunity to share about some of the capital projects that the Board had approved for each site.

Staff continue to be busy in maintaining buildings and grounds with grass cutting, tree pruning, and trail maintenance being a weekly activity.

Chippawa Creek Conservation Area is hosting its annual Douglas Elliott Memorial Fishing Derby on Saturday July 11th, 2015. Board Members are invited to attend and participate.

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

Central Workshop – Gainsborough CA

The team at the Central Workshop is always busy with different priorities each day. Staff have been making the rounds at each of the passive Conservation Areas, cutting grass, pruning trees, and maintaining trails. The team spent a number of days at Binbrook Conservation Area helping Area staff with Ash Tree cleanup.

On top of their regular duties, CW Staff are also apart of many of the ongoing capital projects at all Areas.

Respectfully Submitted by Mich Germain, Superintendent, Central Workshop

ECOLOGICAL STATUS REPORT

Cave Springs Conservation Area

The Ecological Studies continue at the site, as part of the 2015 Resource Inventory for the site Master Plan.

Surveys completed this month include: the bat building exit survey on June 22 with the assistance of 3 volunteers, and the amphibian survey. In addition, the first of two small mammal surveys; and the third of seven reptile surveys was completed.

To date the completed Master Plan surveys include: the Ecological Land Study Classification Study; snag habitat survey; spring salamander survey; amphibian survey; winter large mammal tracking survey; and spring ephemeral plant survey, and bat building exit survey.

Surveys continuing include: the bat monitoring, small mammal; reptile; bird study (breeding birds and crepuscular birds); and Species at Risk plants surveys continue at site; as well as the large mammal, salamander, bird and insect incidental sightings.

Species at Risk

To assist in the recovery of the endangered Red Mulberry tree, seed was collected for propagation and eventual planting back in the Conservation Area local population. An agreement was entered with a local nursery for propagating and tendering the seedlings for three years, to reduce the rate of competition and increase its' chances of survival. In the fall of 2018 the trees will be planted by the NPCA back into the existing population to help augment and assist in the numbers of this population.

Respectfully Submitted by Kim Frohlich, NPCA Ecologist

RELATED REPORTS AND APPENDICES:

None

Prepared by:




Gregg Furtney
Conservation Areas Supervisor

Reviewed by:



David Barrick
Senior Manager, Operations

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

Report To: Board of Directors

Subject: Corporate Services Project Status Report

Report No: 71-15

Date: July 15, 2015

RECOMMENDATION:
That Report No. 71-15 be received for information.

PURPOSE:
To provide the NPCA Board of Directors information updates on the projects, programs and services of the Corporate Services Department.

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

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

1.0 Accounting & Financial Management

- Continue to spend significant amount of time on Union negotiations, comparing summary of proposals and preparing revised proposals to present at next bargaining sessions.
- The 2015 Audit report remains outstanding. Awaiting final audit and management letter from Auditors.
- Began implementation of Sage financial statement reporting package. This will enable enhanced financial analysis.

2.0 GIS & Information Management

- Staff has been extremely busy leading Plan Review and Regulations staff through collaborative information gathering prior and in preparation to CityView being onsite for three days of consultation services for development tracking system project implementation. The information gathering includes identifying project/applications types, approval tracks, submittal items, reviews, inspections, corrections, conditions, and letters that the system will include in the associated workflow.
- staff have also been busy planning the migration away from the Region's IT network and establishing the Authority's own infrastructure and configuring the various information management systems that it will host.
- The janitor's room on the third floor of the offices has been cleaned out in preparation of function as the NPCAs internal data center. ESRI staff were onsite this month to install and assist with data migration to the NPCA's new ArcServer technology and configure the new web mapping software.
- Significant technical support has been provided to the Cave Springs master plan process, including map preparation and participation in the recent public workshop.
- Staff presented the Contemporary Mapping of Watercourses project to participants and stakeholders in the 'Solutions Related to Hydrologic Features in Niagara' workshop facilitated by the Friends of the Greenbelt Foundation.
- Regular daily GIS and IT support.

3.0 Foundation and Communications:

- The new Foundation brochure has been printed and is available both in hard-copy and on-line. The brochure provides several options for making a gift as well as information on the great work the NPCA does throughout its watershed. The brochure will be available for staff to display at events and for direct mail as well.
- Planning for the Rt. Hon. John Turner Award for Water & Environmental Stewardship continues. An official logo and brand for the event has been designed. Table sales continue as we work towards our goal of 18 and a sold out event! Also, a sponsorship package has been developed as well. Sponsorship opportunities range from \$750 to \$10,000.
- The Foundation is very grateful to Mr. John O'Neal who made a \$5,000 donation to install two benches at Mud Lake Conservation Area. Mr. O'Neal was very complimentary of the work the NPCA does.

- As part of the strategic plan staff was provided an overview of media relations training at the most recent all staff meeting. All staff were given a high-level understanding of how media relations works, an overview of the new media relations policy and a “do’s and don’ts” when working with the media. After lunch a select group of staff who are most likely to participate in media interviews were provided more training and put through mock interviews on camera.

4.0 Website Redevelopment

Content is being merged and edited from the existing website to the new site during the weeks of June 6 & 13. The Communications team anticipates launching the new site by June 17th pending feedback and review internally.

RELATED REPORTS AND APPENDICES:

None.

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; Michael Reles, Communications Specialist; and Kevin Valliers, Manager, Development & Communications.

Report To: Board of Directors

Subject: Financial and Reserve Report – Month Ending June 30, 2015

Report No: 72-15

Date: July 15, 2015

RECOMMENDATION:

That Report No. 72-15 be received for information

DISCUSSION:

To provide the Board a summary of operations & capital expenditures versus revenues and to provide a comparison of actual results to the budget as approved by the Board.

The report confirms the general financial oversight and compliance with Public Sector Accounting Board standards. Trends and variance reporting will be provided in accordance with accounting best practices.

FINANCIAL IMPLICATIONS:

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

RELATED REPORTS AND APPENDICES:

Appendix "A" – Budget Status report month ending June 30, 2015

Appendix "B" – Statement of Reserves for month ending June 30, 2015

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

Niagara Peninsula Conservation Authority
Consolidated Income Statement
For the Period Ending - June 30, 2015

	Current Mth Actual	Current Mth Budget	Act vs.Bdgt B / (W)	Y.T.D. Actual	Y.T.D. Budget	Act vs.Bdgt B / (W)	12 Month Budget
Revenue							
Municipal Funding	57,870	2,200,736	(2,142,866)	2,163,997	4,401,476	(2,237,479)	8,802,943
Provincial Funding	174,496	41,200	133,296	373,542	272,300	101,242	519,500
Federal Grants	-	28,800	(28,800)	30,000	57,600	(27,600)	235,000
Permits and Regulatory Fees	61,845	29,600	32,245	219,405	176,300	43,105	350,000
Park Operations	154,240	148,600	5,640	621,980	593,300	28,680	1,374,000
Other Revenue	53,391	5,750	47,641	191,295	96,600	94,695	213,100
Interest Income	1,710	5,000	(3,290)	12,610	20,000	(7,390)	98,000
Reserves and Foundation	-	55,000	(55,000)	-	105,000	(105,000)	480,000
Total Revenue	503,552	2,514,686	(2,011,134)	3,612,829	5,722,576	(2,109,747)	12,072,543
Expenses							
Salaries & Benefits	504,135	546,430	42,295	2,679,253	2,851,597	172,344	5,793,556
HR & Employee Expenses	12,445	18,700	6,255	54,617	95,840	41,223	193,220
Board & Volunteer Expenses	536	11,745	11,209	17,720	30,180	12,460	60,100
Professional Fees	20,802	41,705	20,903	82,051	127,030	44,979	290,200
Occupancy Costs	118,409	25,105	(93,304)	249,330	281,330	32,000	457,300
Office Expenses	35,739	12,340	(23,399)	77,981	65,600	(12,381)	176,745
IT, GIS & Communications	3,540	-	(3,540)	11,102	-	(11,102)	1,400
Marketing & Promotions	18,326	10,775	(7,551)	48,468	58,750	10,282	187,800
Vehicle & Equipment	39,740	22,865	(16,875)	126,155	135,540	9,385	316,677
Watershed Maintenance	48,350	32,980	(15,370)	97,519	213,500	115,981	412,000
Park Maintenance	49,506	39,724	(9,782)	86,798	107,167	20,369	352,000
Corporate Services	23,902	32,705	8,803	520,734	514,410	(6,324)	1,841,445
Total Expenses	875,430	795,074	(80,356)	4,051,728	4,480,944	429,217	10,082,443
Surplus / (Deficit)	(371,878)	1,719,612	(2,091,490)	(438,899)	1,241,632	(1,680,531)	1,990,100
Capital Purchases	13,166	45,000	31,834	154,822	155,000	178	1,990,100
Surplus / (Deficit)	(385,044)	1,674,612	(2,059,656)	(593,721)	1,086,632	(1,680,352)	(0)

Report To: Board of Directors

Subject: Tree and Forest Conservation By-Law

Report No: 73-15

Date: June 30, 2015

RECOMMENDATION:

That Report No. 73-15 regarding the status of the Tree and Forest Conservation By-law be received for information.

PURPOSE:

To provide an update on the status of Tree & Forest Conservation By-law.

DISCUSSION:

By-law issues/main activities since June 5, 2015 include:

- Harvest operations are in progress under Good Forestry Practices (GFP) permits in woodlots located in Lincoln and Wainfleet. Operations are being routinely monitored by the NPCA Forester to ensure conformance with permit conditions and operating conditions are suitable (dry weather). Other woodlots with permits are being assessed on a routine basis to see if and when operations can start-up in those areas.
- Conducted site visits to two woodlands in serious decline because of Emerald Ash Borer. The owners of the woodlands wish to remove the ash component because of safety and aesthetic reasons. The removal of the ash will result in the removal of most of the woodland as ash makes up greater 75% of the species composition.
- Met with representatives from three local environmental groups regarding forest management activities conducted by the NPCA in the Wainfleet Wetland CA in January/February 2015. The silvicultural prescription prepared by the NPCA Forester for the activities conducted was provided upon request from the representatives.
- A land owner requested a site visit to determine if their woodland would benefit from a selection harvest. Conducted an assessment of the woodland with the land owner and determined a harvest operation under a Good Forestry Practices permit would be feasible. The owner was informed about the permit process and provided a list of reputable logging contractors.
- Continue to work with a woodland owner in the Lincoln area to identify small areas that can be treated (cleared and planted) in their woodland that is designated as a 'Significant Woodland' in the Greenbelt Plan. Treatments would involve removing dead and declining ash trees and planting non-ash trees in their place.
- Responded to a tree clearing complaint in Pelham in an area also covered by the Niagara Escarpment Commission. The complainant described the cutting as a 'clear

cut'. A narrow right-of-way for an access road was observed. The width was less than 4 meters and the length was 20 meters, and did not impact any aquatic features. The right-of-way clearing is not considered a Bylaw violation.

- Received and provided advice to persons calling about declining ash trees located in urban areas not covered by the By-law. Some inquired if the NPCA would remove their ash trees. They were informed that if the tree is on their property then they are responsible for its removal, or contact the adjacent owner if they are located on their land.

RELATED REPORTS AND APPENDICES:

None

Prepared by:

Dan Drennan

Dan Drennan,
R.P.F; Forester

Reviewed by:

Peter Graham

Peter Graham
Director, Watershed Management

Submitted by:

Carmen D'Angelo

Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

Report To: Board of Directors

Subject: Moveable Assets Policy

Report No: 74-15

Date: July 15, 2015

RECOMMENDATION:

That Report No. 74-15 be **RECEIVED** for information.

PURPOSE:

At the June 17th Board meeting, members suggested that a Moveable Assets Policy be established.

This report aligns with the 2014-2017 Strategic Plan under 'Improved Capacity for Managing Assets and Land Program.'

BACKGROUND:

Moveable assets are defined as items of tangible moveable property either in use or held for later use or disposal. Moveable assets comprise durable, NPCA owned, items of machinery, business equipment and related apparatus, vehicles and other modes of transport, furniture and furnishings that are capable of being moved, whether the assets are in use or being held for later use, transfer, trade-in or disposal.

In contrast, fixed assets are those accessories to a building or structure that form part of the structure such as furnaces, water pumps, air conditioners, etc.

Consumables are other moveable NPCA property or materials, not defined as moveable assets above such as construction materials, sanitation supplies and office supplies.

The purpose of this policy is to provide the minimum requirements for acquisitions, recording, movement, control/security, disposal, inventory reconciliation and management reporting of moveable assets.

DISCUSSION:

Building on NPCA's Capital Asset Inventory work, it is important that policies and procedures be put in place to properly monitor, manage and secure moveable assets. This is an administrative policy and as such does not require Board approval. This policy is provided as an information item.

FINANCIAL IMPLICATIONS:

There are no known issues of loss or theft. The Capital Asset Inventory work currently underway will provide a solid baseline of NPCA's moveable assets. This policy will enable us to track, monitor and secure these assets more effectively.

RELATED REPORTS AND APPENDICES:

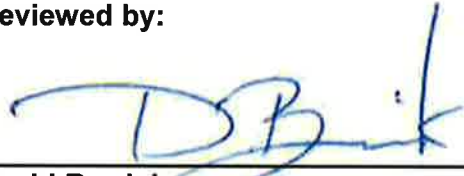
1. Moveable Assets Policy

Prepared by:



Mark Brickell
Manager, Strategic Initiatives

Reviewed by:



David Barrick
Director of Operations

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

NPCA MOVEABLE ASSETS POLICY

Policy

Moveable assets shall be managed in an efficient, effective and economic manner ensuring that proper control and security measures are in place to protect and account for the NPCA's assets.

Purpose

To provide the minimum requirements for acquisitions, recording, movement, control/security, disposal, inventory reconciliation and management reporting of moveable assets.

Definitions

Moveable assets are defined as items of tangible moveable property either in use or held for later use or disposal. Moveable assets comprise durable, NPCA owned, items of machinery, business equipment and related apparatus, vehicles and other modes of transport, furniture and furnishings that are capable of being moved, whether the assets are in use or being held for later use, transfer, trade-in or disposal.

Fixed assets are those accessories to a building or structure that form part of the structure such as furnaces, water pumps, air conditioners, etc.

Consumables are other moveable NPCA property or materials, not defined as moveable assets above such as construction materials, sanitation supplies and office supplies.

Principles

Moveable assets are to be managed in an efficient, effective and economical manner for the achievement of NPCA programs.

The amount of management effort put into control and security over various categories of items should be directly related to risk of loss and value of those assets.

Mandatory Requirements

(A) Acquisition

All moveable assets must be acquired in accordance with NPCA Purchasing Policy and Guidelines.

Management and control of moveable assets shall be identified at the time of purchase (i.e. purchase orders should be flagged as equipment items so that the proper documentation may be initiated).

NPCA assets must not be assigned to non-NPCA staff unless authorized by the Director of Operations or designate in writing.

(B) Custody

Generally, assets are not to be utilized for personal use. Exceptions may be made where there is no additional cost associated with an asset that is assigned to an

individual, such as a computer, a cell phone, or other personal device. Any personal use of an asset requires prior authorization from the Manager of the Department responsible for custody of the assets.

Moveable assets will be assigned to specific locations within NPCA and individual Employees at those locations will be responsible for the care and control of those assets.

A record must be maintained for any and all movement/transfer of assets between locations or assignments to individual Employees for a duration of more than six (6) months and the proper form filed with Accounting.

Security measures must be in place to ensure the safekeeping of assets.

Storage of personal items on NPCA property or in NPCA facilities is not allowed, unless the items being stored are required in the performance of one's job (e.g. mechanic's tools).

(C) Disposal

Moveable assets that are of value, but are surplus to NPCA's needs, must be disposed of, as per NPCA policy, by transfer or public sale (auction or other means). The Finance Division of Corporate Services must be notified of all disposals.

In cases of theft, loss or destruction an "Incident Report" must be completed and the asset removed from any pertinent records.

(D) Inventories

A physical inventory of all moveable assets must be carried out at least every two (2) years.

All moveable assets assigned to an Employee must be accounted for and returned to NPCA upon the departure of the Employee.

Records must be maintained for two (2) inventories

Capital asset management software and all records to be kept current.

The individual responsible for taking the inventory must not have duties related to the record keeping and custody function in the program area inventoried.

Reconciliation must be completed on an annual basis for each operating unit encompassing the previous fiscal year including purchases up to December 31st.

An explanation must be provided for any variance of five percent (5%) or greater in the value of the closing inventory of each category due to stolen inventory and lost inventory which has been written off. Remedial action taken to overcome the problem must be clearly identified by the Manager of Strategic Initiatives and reported to the Director of Operations.

Report To: Board of Directors

Subject: 2015 Capital Projects Status Update

Report No: 75-15

Date: July 15, 2015

RECOMMENDATION:

That Report No. 75-15 be **RECEIVED** for information.

PURPOSE:

To provide Board members with a mid-year status report on the 2015 Capital Projects, Operations Department.

BACKGROUND:

On February 19th, the NPCA Board approved the 2015 Capital Budget. The Operations Department Capital Budget was set at \$1,116,100. A total of 60 projects were approved to be undertaken across the four revenue parks and via the central workshop. To date, 43 of the 60 projects have been initiated. (a detailed Projects Calendar is attached as Appendix 1).

Since February, the Board has also approved capital expenditures including the purchase of a wireless microphone system (\$18,000) for Ball's Falls, and a motor boat (\$30,000).

In addition, for health and safety reasons, it was necessary to invest just over \$4,000 for water plant improvements at Chippawa Creek and to also invest in a security system (\$7,000) for the St. Johns Valley Centre.

Funding applications totaling approximately \$474,000 have been submitted to the Niagara Region's Lakefront Enhancement Strategy Fund and the Canada 150 program. On July 2nd, 2015, Niagara Regional Council approved both of NPCA's funding applications totaling \$224,000. Further, work is underway to secure Infrastructure funding for Binbrook CA.

DISCUSSION:

Staff are confident that all projects within their direct control will be completed by the end of 2015, and within the overall Capital Budget allocation.

FINANCIAL IMPLICATIONS:

None at this time.

RELATED REPORTS AND APPENDICES:

1. Appendix 1: 2015 Capital Projects Calendar

Prepared by:



Mark Brickell
Manager, Strategic Initiatives

Reviewed by:



David Barrick
Director of Operations

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

Projects Calendar for 2015

Conservation Area	Project Description	Reference No.	B U D G E T	Pr. Lead	Project Schedule												ACTUAL EXPENSES
					Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
Ball's Falls CA	Glycol Leak Repair	BF - 2015 - 01	\$ 5,000.00	N.D.			Completed										1,808.00
	January 1 - February 28, 2015																-
	Upgrades for Lower Level Washroom	BF - 2015 - 02	\$ 15,000.00	J.F.				Completed									15,026.93
	January 26 - March 30, 2015																-
	Purchase Folding Tables for Weddings	BF - 2015 - 03	\$ 3,000.00	N.D.													-
	March 2015																-
	Re-roof the Cabin - Cedar Shingles	BF - 2015 - 04	\$ 7,000.00	N.D.							Hold						-
	May/June 2015																-
	Electrical Upgrades - Thanksgiving Festival	BF - 2015 - 05	\$ 27,000.00	N.D.													-
	June/July 2015																-
	Purchase Heavy Duty Commercial Floor Cleaner for Barn	BF - 2015 - 06	\$ 2,600.00	N.D.				Completed									2,593.35
	March 2015																-
	Wi-Fi System	BF - 2015 - 07	\$ 10,000.00	N.D.													-
	May 2015																-
Binbrook CA	Wireless Mic System \$20,000*			J.F.							Completed						17,741.00
	TBD																-
	TOTAL: \$	69,600.00															37,169.28
	Fishing Docks	BB - 2015 - 01	\$ 28,000.00	R.S.													-
	April - September, 2015																-
	Metal roof for Pavilion 2	BB - 2015 - 02	\$ 15,000.00	M.B.													-
	September - October, 2015																-
	Splash Pad Health and Safety Improvements	BB - 2015 - 03	\$ 30,000.00	M.B.													-
	March - June 2015																-
	POS System	BB - 2015 - 04	\$ 5,000.00	D.B.					Completed								-
	March - April, 2015																-
	Water softening system for Splash Pad	BB - 2015 - 05	\$ 7,500.00	M.B.													-
	March -May, 2015																-
	Kubota Salt Spreader	BB - 2015 - 06	\$ 2,500.00	G.F.					Completed								2,079.20
	March-April, 2015																-
	Kubota Cab Enclosure	BB - 2015 - 07	\$ 2,500.00	G.F.					Completed								2,194.10
	March-April, 2015																-
	Wind Curtain	BB - 2015 - 08	\$ 5,000.00	M.B.													-
	June-October, 2015																-
	Kayak/Canoe Storage	BB - 2015 - 09	\$ 25,000.00	M.B.													-
	March-April, 2015																-
	Gazebo	BB - 2015 - 10	\$ 35,000.00	M.B.													-
	May-August 2015																-
	Septic System Upgrades as per Master Plan \$800,000*			G.F.													-
	TBD																-
	Water System Upgrades as per Master Plan \$170,000*			M.B.													-
	TBD																-
	Install electronic gates and related works \$100,000*			M.B.													550.88
	TBD																-
	Purchase boat, motor and trailer \$30,000*			G.F.							Completed						29,841.01
	June 2015'																-
	TOTAL: \$	155,500.00															34,665.19

Projects Calendar for 2015

					Project Schedule												ACTUAL EXPENSES
Conservation Area	Project Description	Reference No.	B U D G E T	Pr. Lead	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
CENTRAL	Replace roof on Central Workshop	CW - 2015 - 01	\$ 40,000.00	M.G.													-
	June-July, 2015																-
	Purchase 2 new EZ Radiant Heaters for CW	CW - 2015 - 02	\$ 10,000.00	M.G.													-
	July-August, 2015																-
	Improvements to 2 Beamer Lookouts	CW - 2015 - 03	\$ 80,000.00	R.S.													999.60
	January-September 2015																-
	St. Johns Pond Erosion Control Measures	CW - 2015 - 04	\$ 35,000.00	K.F.													-
	May-August 2015																-
	Replace Stevensville Pavilion Roof with Metal Roof	CW - 2015 - 05	\$ 7,000.00	R.S.													2,443.17
WORKSHOP	May-June 2015																-
	Replace Fishing Pier at St. John's Pond	CW - 2015 - 06	\$ 28,000.00	R.S.													-
	April-August 2015																-
	Installation of New Pump at Wainfleet Wetlands	CW - 2015 - 07	\$ 7,000.00	M.G.													-
	May-June 2015																-
	Purchase Wood Chipper and Related Equipment	CW - 2015 - 08	\$ 75,000.00	G.F.													70,611.37
	January-March 2015																-
	Annual Purchase of 100 Picnic Tables	CW - 2015 - 09	\$ 30,000.00	G.F.													-
	March-April 2015																-
GAINSBOROUGH																	
	Annual Purchase of 30 Standardized Garbage/Recycling Bins	CW - 2015 - 10	\$ 10,000.00	G.F.													-
	March-April 2015																-
	Trans Canada/Gord Harry Trail Head Sign Installation	CW - 2015 - 11	\$ 5,000.00	R.S.													-
	April-June 2015																-
	Security System for St. John's Centre \$7,000*			G.F.													-
	TBD																-
	Main Office Door with Window for downstairs office \$437.50*																437.65
	TBD																-
	TOTAL:		\$ 327,000.00														74,054.14
																	-

Initiated Not Initiated On Hold

Projects Calendar for 2015

					Project Schedule												ACTUAL EXPENSES
Conservation Area	Project Description	Reference No.	B U D G E T	Pr. Lead	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
CHIPPAWA CREEK C.A.	2 Fishing Pier Replacements April-August 2015	CC - 2015 - 01	\$ 55,000.00	R.S.													-
	POS System March-April 2015	CC - 2015 - 02	\$ 5,000.00	D.B.													-
	Upgrade Campsites August-November 2015	CC - 2015 - 03	\$ 20,000.00	R.K.													-
	Insulation for New Comfort Station April 2015	CC - 2015 - 04	\$ 3,000.00	R.K.													-
	Seal Old Wells May 2015	CC - 2015 - 05	\$ 5,000.00	R.K.													1,491.60
	Replace Old Comfort Station Tanks and Related Improvements August-October 2015	CC - 2015 - 06	\$ 25,000.00	R.K.													-
	Boardwalk Rail Repairs May-June 2015	CC - 2015 - 07	\$ 3,000.00	R.K.													-
	New Metal Roof for Gatehouse April-June 2015	CC - 2015 - 08	\$ 5,000.00	R.K.													2,137.01
	Beach Restroom Renovation March-April 2015	CC - 2015 - 09	\$ 15,000.00	R.K.													6,090.36
	Golf Cart Refurb March-April 2015	CC - 2015 - 10	\$ 3,500.00	R.K.													3,463.36
	Workshop Area Upgrades March-April 2015	CC - 2015 - 11	\$ 10,000.00	R.K.													-
	Entry/Exit Roadway and Gate Improvements April-June 2015	CC - 2015 - 12	\$ 13,000.00	R.K.													819.25
	Purchase of a Water truck March-May 2015	CC - 2015 - 13	\$ 10,000.00	G.F.													11,300.00
	Create Parking Area Beside Pavilion April-June 2015	CC - 2015 - 14	\$ 6,000.00	R.K.													-
	Re-side Old Comfort Station June-July 2015	CC - 2015 - 15	\$ 8,000.00	R.K.													-
	Purchase Honey Wagon March-May 2015	CC - 2015 - 16	\$ 8,000.00	G.F.													7,545.00
	Electrical Upgrades February-September 2015	CC - 2015 - 17	\$ 125,000.00	R.K.													-
	Water Plant Improvements \$4,102.12* May 2015																4,102.12
	TOTAL:		\$ 319,500.00														32,846.58

Initiated Not Initiated On Hold

Projects Calendar for 2015

					Project Schedule												ACTUAL EXPENSES
Conservation Area	Project Description	Reference No.	B U D G E T	Pr. Lead	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
LONG BEACH C.A.	Sidewalk around Comfort Station 3 March-May 2015	LB - 2015 - 01	\$ 6,000.00	M.M.													2,260.00
	New Metal Roof for Pavilion 2 June-July 2015	LB - 2015 - 02	\$ 7,000.00	M.M.													-
	Purchase Gator/RTV March-May 2015	LB - 2015 - 03	\$ 20,000.00	G.F.													15,241.44
	New Metal Stairs to Beach (2-4 sets) April-July 2015	LB - 2015 - 04	\$ 20,000.00	M.M.													-
	Improvements to Shower Floor In Comfort Station 3 March-April 2015	LB - 2015 - 05	\$ 5,000.00	M.M.													4,853.35
	Shower Fixtures/Controls and interior upgrades April-June 2015	LB - 2015 - 06	\$ 10,000.00	M.M.													-
	Trail markers and lighting April 2015	LB - 2015 - 07	\$ 1,500.00	M.M.													-
	Campsite Drainage Improvements - North Side April-May 2015	LB - 2015 - 08	\$ 2,500.00	M.M.													-
	30 Amp Meters - Phase 1 March-June 2015	LB - 2015 - 09	\$ 20,000.00	M.M.													-
	Paint Roof on Workshop June-July 2015	LB - 2015 - 10	\$ 3,000.00	M.M.													-
	Siding on Comfort Station 2 June-August 2015	LB - 2015 - 11	\$ 5,000.00	M.M.													-
	Valve Box Replacement October-November 2015	LB - 2015 - 12	\$ 2,000.00	M.M.													-
	Widening of the Main Entrance March-May 2015	LB - 2015 - 13	\$ 15,000.00	M.M.						Completed							19,546.18
	POS System March-April 2015	LB - 2015 - 14	\$ 5,000.00	D.B.													-
	Honey Wagon Service TBD	LB - 2015 - 15	\$ 8,000.00	G.F.													-
	Upgrade campsites TBD	LB - 2015 - 16	\$ 30,000.00	M.M.													-
	Wi-Fi TBD	LB - 2015 - 17	\$ 19,500.00	M.M.													-
	Chain Link Fence Replacement - Phase 1 - South Side July-October 2015	LB - 2015 - 18	\$ 65,000.00	M.M.													-
	2014 Electrical Upgrades \$21,910.70*																21,910.70
	January-March 2015																-
TOTAL:			\$ 244,500.00														63,811.67
TOTAL 2015 CAPITAL PROJECTS			\$ 1,116,100.00														\$ 242,546.86

 Initiated  Not Initiated  On Hold

Ecological Projects Calendar for 2015				Months												Schedule	ACTUAL EXPENSES
Conservation Area	Project Description	B U D G E T	Pr. Lead	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec		
Smith Ness CA	Wetlands and Forest Creation	\$ 55,000.00															
St. Johns CA	Brook Trout Habitat	\$ 12,000.00															
Morgan's Point	Monarch Habitat	\$ 3,000.00															
Lakewood Camp	Site Inventory	\$ 2,000.00															
Lathrop CA	Site Inventory	\$ 2,000.00															
Ball's Falls	Red Mulberry Propagation	\$ 3,500.00															
Ecological Projects TOTAL:		\$ 77,500.00															\$ -

Initiated

Not Initiated

On Hold

REPORTS FOR CONSIDERATION

- ❖ **REPORT NO. 76-15** – *2015 Annual Water Quality Report*
- ❖ **REPORT NO. 77-15** – *Proposed Niagara River Ramsar Designation*
- ❖ **REPORT NO. 78-15** – *Niagara River RAP Agreement*
- ❖ **REPORT NO. 79-15** – *GLSF Agreement*
- ❖ **REPORT NO. 80-15** – *NWCF Agreement*
- ❖ **REPORT NO. 81-15** – *Land use Agreement, Fort Erie Conservation Club*
- ❖ **REPORT NO. 82-15** – *Land Management Agreement – NCC-Lathrop*
- ❖ **REPORT NO. 83-15** – *Naming of Assets & Facilities Policy*
- ❖ **REPORT NO. 84-15** – *Mountainview Conservation Area*
- ❖ **REPORT NO. 85-15** – *Easement Agreement – NRW & NPCA*

JULY 15, 2015 Full Authority Meeting

Report To: Board of Directors

Subject: 2015 Annual Water Quality Report

Report No: 76-15

Date: July 15, 2015

RECOMMENDATION:

That Report No. 76-15 regarding the 2015 NPCA Water Quality Report be received for information and approved for placement on the NPCA website.

PURPOSE:

The purpose of this report is to provide a summary of the 2015 NPCA Water Quality Report and request approval to place it on the NPCA website.

BACKGROUND:

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

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

DISCUSSION:

The 2015 NPCA Water Quality Report summarizes the results of surface water and groundwater monitoring in the NPCA watershed. The NPCA collects monthly surface water quality samples (from April to November) at 74 monitoring stations and analyses them using several indicator parameters including chloride, nitrate, total phosphorus, total suspended

solids, copper, lead, zinc, and *E. coli*. These indicator parameters were used to calculate the Canadian Water Quality Index (WQI) which provides a descriptive water quality rating for each station. Benthic invertebrate (i.e. aquatic insects and worms) samples are collected throughout the watershed during the spring and fall seasons to assess stream health using the BioMAP protocol. Since 2003 the NPCA has also been collecting water quality data and water level data from 15 Provincial Groundwater Monitoring Network (PGMN) monitoring wells in partnership with the MOE. This data is important to assess the ambient conditions of several bedrock and overburden aquifers found in NPCA watershed.

In general, water quality monitoring data collected between 2001 and 2014 is summarized as follows:

- Based on the results of the 2010 to 2014 WQI, 60% of the NPCA surface water monitoring stations are rated as poor, 32% are rated as marginal, 5% are rated as fair and 3% are rated as good. None of the stations were able to achieve a WQI rating of excellent.
- Based on the results of the 2010 to 2014 BioMAP assessments: 81% of the NPCA BioMAP stations have water quality rated as *impaired*, 7% are rated as *grey zone*, 5% are rated as *unimpaired*, and 7% have not been assessed.
- Generally, the WQI ratings at water quality stations were relatively stable when compared to historic NPCA data. However, water quality improvements were observed in Drapers Creek and the lower Welland River when comparing to previous water quality assessments. The Effingham tributary of upper Twelve Mile Creek, the lower section of Twelve Mile Creek in Port Dalhousie, the Welland Canal, Frenchman Creek (Fort Erie), Lyons Creek (Welland/Niagara Falls) and the Welland River downstream of Binbrook Conservation Area continue to achieve the highest water quality ratings in the NPCA watershed. WQI ratings decreased in the St. John's sections of Twelve Mile Creek, Lowbanks Drain, Kraft Drain, Drapers Creek (Pelham/Welland), and in Eight Mile Creek (NOTL), because of increased exceedances of water quality parameters.
- The NPCA watershed has total phosphorous and *E. coli* exceedances of the Provincial Water Quality Objectives at virtually all monitoring stations owing to higher population densities, and larger concentration of agriculture and industry. Based on the data collected to date, elevated concentrations of total phosphorus and *E. coli* are the most frequent and widespread cause of water quality impairment in the NPCA watershed. The relative high frequency and magnitude of these exceedances are the driving factors in lowering the WQI at all stations.
- The water quality at most PGMN wells meets the Ontario Drinking Water Standards and therefore can be characterized as good water quality. Some of the wells were found to have exceedances in boron, fluoride and sodium that were attributed to natural conditions of the groundwater. Nitrate exceedances found in two PGMN wells were attributed to agricultural land use in the vicinity of the monitoring well. Follow-up monitoring by the NPCA and Niagara Public Health determined that these nitrate exceedances were site specific to the PGMN monitoring well only.

ACTIONS:

Recommended actions from the NPCA Water Quality Monitoring Program 2015 Annual Report are summarized as follows:


1. Implement Best Management Practices through stewardship programs. Examples include nutrient management initiatives, riparian buffers, and increased forest cover. These practices will help reduce the levels of total phosphorus and *E. coli* which have been identified to be major contributors to water quality impairment in the NPCA watersheds. Ultimately, these practices will help improve overall watershed health.
2. Maximize the effectiveness of stewardship initiatives by tapping into additional funding sources and prioritizing initiatives that target NPCA watersheds with high nutrient, *E. coli*, and sediment loadings.
3. Continue to incorporate the use of data logging technology into ongoing monitoring initiatives. This type of technology will allow the NPCA to automatically collect data on a 24-hour basis for a wide range of water quality parameters. It also allows for a comprehensive and accurate picture of the environmental conditions being monitored.
4. In the fall of 2015, the NPCA will organize a Symposium to develop a protocol to address naturally occurring groundwater exceedances in private drinking water supplies. This Symposium will include several agencies including Public Health Units, Ontario Ministry of Environment and Climate Change, Conservation Authorities and Academics.

RELATED REPORTS AND APPENDICES:

2015 NPCA Annual Water Quality Report

http://www.npca.ca/board/outgoing/Draft-2015-NPCA-Water-Quality-Report_web.pdf

Prepared by:



Joshua Diamond, M.Sc.
Water Quality Specialist

Reviewed by:



Peter Graham, P.Eng.
Director, Watershed Management

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

Report To: Board of Directors

Subject: Proposed Niagara River Ramsar Designation

Report No: 77-15

Date: July 15, 2015

RECOMMENDATION:

1. That the NPCA Board receive Report 77-15 for information;
2. That the NPCA Board endorse the proposed Niagara River Ramsar designation and to have one (1) Board member volunteer to sit on the Ramsar Steering Committee.

PURPOSE:

The purpose of this report is to provide an update on the proposed Niagara River Ramsar designation process and next steps.

BACKGROUND:

The Ramsar Convention is a voluntary intergovernmental treaty that is committed to encouraging education and sustainable development as a means of acknowledging global wetlands. The Convention uses a broad definition of the type of wetlands covered in its mission, including lakes and rivers. The purpose of this treaty signed in Ramsar, Iran, in 1971, is to promote the conservation and wise use of water-based ecosystems through local, national, and international sustainable development practices. These sustainable practices provide a framework for maintaining ecological, hydrological, social as well as economic characteristics and functions of Ramsar sites.

To qualify for Ramsar designation, the site must meet at least one of the following nine criteria.

1. Is representative, rare, or unique.
2. Supports vulnerable, endangered or threatened species.
3. Supports keystone or endemic species.
4. Supports species at a critical stage in their life cycles (migration, breeding).
5. Supports 20,000 or more waterbirds.
6. Supports 1% of the individuals in a population of one species of waterbird.
7. Supports a significant proportion of indigenous fish species.
8. An important food source, spawning area, nursery or migration path for fish.
9. Supports 1% of the individuals in a population of one species or subspecies of wetland-dependent non-avian animal species.

A Ramsar Steering Committee has been established composed of key advisors and agencies from Canada and the US who have in-depth knowledge of the river and the region. The

Steering Committee members oversee and provide technical advice and assistance with fulfilling objectives of the nomination process.

The Steering Committee includes the Western New York Land Conservancy, The Niagara Parks Commission, the Niagara Peninsula Conservation Authority, the Regional Institute (SUNY Buffalo), the Environmental Sustainability Research Unit (Brock University), Niagara College, members at large: Kerry Mitchel (formerly with the Canadian Consulate).

The Steering Committee will be Co-chaired by a US and a Canadian member:

Canadian Co-chair: Jocelyn Baker, Niagara Peninsula Conservation Authority (Niagara River RAP); US Co-chair: Jajeane Rose, Western New York Land Conservancy.

The Steering Committee has confirmed the Niagara River meets all nine criteria.

What Ramsar Is:

- An honorary endorsement of ecological significance (an affirmation through designation of the global ecological importance the Niagara River already has).
- A voluntary, non-regulatory Convention treaty, signed by 168 countries including Canada and the United States. Canada signed in 1981 and currently has 37 Ramsar sites.
- A mechanism to encourage ecological sustainability through increased public awareness of the river's global contribution to biodiversity and ecological goods and services. (i.e. increased tourism and recreation).
- A mechanism to encourage higher international engagement and cooperation.

What Ramsar Is Not:

- A wetland designation.

Ontario has a very specific understanding of the word wetland and its meaning. The Convention uses the term in its widest application to apply to any water related feature (land that is wet). As a result, the term translates across many languages and cultures at its broadest definition to define water-based ecosystems globally. An all-embracing definition: *wetlands are areas of marsh, fen, peatland or water, whether natural or artificial, permanent or temporary, with water static or flowing, fresh, brackish or salt. Substrate that is at least occasionally covered with water.*

- The Convention is not policy or law, with no regulatory obligations imposed.

The designation will not impact, restrict or limit any user's ability to use the river whether for recreation, business or commerce. A Ramsar designation will not impose regulatory obligations or take away anyone's rights and ability to enjoy their properties.

The Process for Designation:

- i. Selection of a site nominator. A site nominator is the appropriate administrative authority (the parties holding title to the land or water). The Canadian bed of the Niagara River is owned by the Province of Ontario ("Crown"). The Niagara Parks Commission (NPC) holds a lease from the "Crown" for the river bed and therefore could be an appropriate site nominator. The NPC is currently reviewing the requirements associated with being a

nominator, NPCA staff are presenting details of the Ramsar designation at an upcoming NPC Board Meeting to assist in their consideration. The proposed nominator on the U.S. side is the Greenway Commission.

- ii. Completion of a nomination package which includes:
- A completed Ramsar Information Sheet (“RIS”) which verifies the site (i.e. meets at least one of the nine criteria necessary for designation). The RIS has been completed for both countries; the river meets all nine criteria.
 - Written endorsement from the province of Ontario represented by the Ministry of Natural Resources and Forestry (MNRF).
 - Concurrence from the landowner (The Niagara Parks Commission).
 - Proof of engagement with stakeholders (local municipalities, etc)

Next Steps for Designation:

Once an appropriate nominator is chosen, written endorsements (support) must be obtained for the proposed designation from each agency that has an interest in the river. These agencies would include local municipal and regional governments, local conservation clubs, businesses, aboriginal community (Friendship Center), etc. Written endorsement has already been received from Ontario Power Generation (OPG).

To facilitate the collection of endorsements, the following communication plan for local and regional governments has been developed. Community engagement will happen in tandem.

Date	Municipality / Agency	Meeting Type	Purpose
July 15 (Wed)	NPCA	Full Board	RAP / Ramsar presentation for information and endorsement
July 22 (Wed)	Niagara Parks Commission (NPC)	Property & Infrastructure Committee	RAP / Ramsar presentation for information
July 24 (Fri)	Niagara Parks Commission (NPC)	NPC Board Meeting	RAP / Ramsar presentation for information
July 27 (Mon)	Town of Niagara-on-the-Lake	Full Council Meeting	RAP / Ramsar presentation for information
July 28 (Tues)	City of Niagara Falls	Full Council Meeting	RAP / Ramsar presentation for information
August 10 (Mon)	Town of Fort Erie	Full Council Meeting	RAP / Ramsar presentation for information
Sept. 2 (Wed)	Niagara Region	Planning Committee	RAP / Ramsar presentation for information
Sept. 10 (Thurs)	Niagara Region	Regional Council (if required)	RAP / Ramsar presentation for information

Nomination submission:

The Ramsar Steering Committee will submit the completed nomination package to the Director General, Canadian Wildlife Service, Ottawa. The Service will coordinate and facilitate the review of the nomination (approximately 6 months) with appropriate organizations. Once reviewed and deemed to be complete, the nomination package will be submitted to the Ramsar Convention Bureau for review in Switzerland. The Director General of the Canadian Wildlife Service will forward the nomination to the Bureau through the office of the Minister of Environment for Canada. Acceptance or rejection of nominated sites (approximately 6 month review) is the responsibility of the Ramsar Bureau. Note: to date, no Canadian nominations have been rejected.

Although the Niagara River Ramsar Site Steering Committee is pursuing **the first transboundary Ramsar site designation in North America**, both Canada and the United States must submit a separate application, as each country has different procedural requirements. The transboundary designation occurs at the end of the process once each country has met the procedural requirements for designation. It is possible to designate only one side of the river. Dual designation is required for transboundary status.

FINANCIAL IMPLICATIONS:

Supporting the Ramsar Steering Committee is part of the deliverables under the Niagara River Remedial Action Plan (RAP) Project Management Agreement with both the Provincial and Federal Governments.

RELATED REPORTS AND APPENDICES

1. Appendix A - Niagara River Corridor Ramsar Site Working Group / Steering Committee Terms of Reference

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

Niagara River Corridor Ramsar Site Working Group / Steering Committee

TERMS OF REFERENCE

BACKGROUND

The Niagara River Corridor Ramsar Site Working Group is currently researching the feasibility of designating the Niagara River Corridor as the first transboundary Ramsar Site in North America. The Ramsar Convention, also known as the Convention on Wetlands, is an international treaty that both the United States and Canada are part of. The Convention is independent from other international organizations. It promotes the conservation and “wise use” of wet lands, and it defines wetlands broadly to include freshwater lakes and rivers, among other wetland types. A Ramsar Site is a wet land of international importance that has been designated under the terms of the Convention. A transboundary site is one that is shared by two or more countries.

The Convention establishes guidelines for designating sites and each potential Ramsar Site must meet at least one of the Convention’s nine criteria in order to be designated. Each signatory country is responsible for nominating its own sites and each country establishes its own additional guidelines for the nominations. Among the country specific rights in the United States and Canada, all landowners must endorse the nomination. The Ramsar Site designation is voluntary and non-binding. Unlike federal or state / provincial wetlands designations, the Ramsar designation does not come with additional regulations for landowners or any entity with resource or use rights.

PURPOSE

The Working Group’s initial proposal is to designate the Niagara River itself as the Ramsar Site, from lake to lake, shore to shore. The exception is to include riparian areas and other shoreline zones of critical habitat and public lands in order to help ensure the ecological completeness of the site, but these areas can only be included with the endorsement from landowners, both public and private.

Initial research shows that the Niagara River Corridor meets nearly all of the criteria established by the Convention. At the same time, the Niagara River, its natural resources, species, habitats, and ecological services – the values that make the river worthy of the designation – are threatened. This process and the designation have the potential to be transformative, not only for the Niagara River Corridor environment, but for the people and history of the bi-national region. It coincides with the 200th anniversary of the end of the War

of 1812, a celebration of two hundred years of peace between the United States and Canada. It builds on the international Important Bird Area Designation (IBA) already given to the corridor. The RAMSAR designation is non-regulatory, and yet the process and designation has been shown in other situations to increase awareness of the importance of the wet land, locally, nationally and internationally. Other transboundary designations have fostered international cooperation around a shared resource. When appropriate, this recognition has led to improved conservation, management and use of a water body. The Ramsar designation in the Niagara River Corridor can do all of this while offering a new paradigm for cooperation around the Great Lakes as a whole.

GOAL

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”. Recognizing cooperative approaches are essential to achieve the wise use of wetlands, the establishment of a small Working Group as well as a broader Advisory Group are needed to assist in the process of exploring the feasibility of a Ramsar site designation. The goal of the Working Group is therefore to define the recommended actions/activities required in the development of the Ramsar Site designation proposal / application, and along with the Steering Committee, to provide expertise and guidance throughout the process.

MEMBERSHIP

The Working Group consists of representation from stakeholders who have a regulatory role, landowner rights, user rights or interests in the Niagara River corridor on both the U.S. and Canadian side of the river.

The identified stakeholder groups in the study area include:

- Niagara Parks Commission
- Niagara River Greenway Commission
- Niagara National Heritage Area Commission
- New York State Department of Environmental Conservation
- Ontario Ministry of Natural Resources
- Regional Municipality of Niagara
- Niagara Peninsula Conservation Authority / Niagara River Remedial Action Plan (RAP)
- SUNY Buffalo
- Brock University
- Niagara University
- Niagara College
- Buffalo Niagara Riverkeeper
- US Fish and Wildlife Service
- Western New York Land Conservancy
- Buffalo Audubon Society
- Members at large

New groups / members can be added as needed.

REQUIREMENTS

- Review nomination proposal progress and provide input at various stages if required.

ROLE OF STEERING COMMITTEE MEMBERS (Oversees Ramsar coordination)

The Steering Committee includes the Western New York Land Conservancy, The Niagara Parks Commission, the Niagara Peninsula Conservation Authority, Buffalo Niagara Riverkeeper, the Regional Institute (SUNY Buffalo), the Environmental Sustainability Research Unit (Brock University), Niagara College, members at large: Kerry Mitchel (formerly with the Canadian Consulate).

The Steering Committee will be Co-chaired by a US and a Canadian member:

Canadian Co-chair: Jocelyn Baker, Niagara Peninsula Conservation Authority (Niagara River RAP) US Co-chair: Jajeane Rose, Western New York Land Conservancy.

The Steering Committee members agree to:

- Oversee the development of the Ramsar Information Sheet (nomination documents), the outreach and engagement (communication plan), and other project deliverables.
- Provide technical advice and assistance with fulfilling objectives of the nomination process.
- Provide advice / support when issues arise and attempt to resolve issues to the greatest extent possible.

CONCLUSION

This Terms of Reference is provided as a basis for the development of a Ramsar site designation proposal / application. The expectation is the members of the Working Group will work cooperatively with each other. Ideas and information will be acknowledged and respected, resulting in a process and product that will have the support of those with a vested interest.

Report To: Board of Directors

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

Report No: 78-15

Date: July 15, 2015

RECOMMENDATION:

That the NPCA continue to provide Environment Canada with project management and coordination services for the implementation of the Niagara River Remedial Action Plan (RAP) through the approval of the 2015/20 RAP Funding Agreement.

PURPOSE:

The purpose of this report is to:

- Present the agreement between Environment Canada and the NPCA (Attachment #1) for the coordination of the RAP work plan. Total funding from Environment Canada for the delivery of this client services agreement is \$500,000.00.
- Request NPCA Board approval to enter into the agreement with Environment Canada for the NPCA to continue to fulfill the role of RAP Project Manager.

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. The 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 Stage 3 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). In 1999, the NPCA assumed the role of Coordinator for the Niagara River RAP on behalf of the Province of Ontario and the Federal Government. NPCA provides project management, secretariat support, and coordinates 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.

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.

FINANCIAL IMPLICATIONS

The \$100,000.00 requested funding contribution from Environment Canada is included in the 2015/16 budget, and will be included 2016-2020 at \$100,000.00 annually.

Niagara River Remedial Action Plan (RAP) Annual Budget Allocation (2015-2020)

Expenditure	AMOUNT
Contract and Professional services (RAP Project Manager, consulting services)	\$165,000.00
Materials & Supplies (report production & 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	\$0.00	Administration and accommodation	\$50.0 K
Ministry of the Environment and Climate Change	\$99,500.00	N/A	
Environment Canada	\$100,000.00	N/A	
Total	\$199,500.00		\$50,000.00


ALIGNMENT TO NPCA STRATEGIC PLAN (2014-2017)

The NPCA fulfills its mandate by promoting 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 and collaborating with landowners, stakeholders and communities.

RELATED REPORTS AND APPENDICES

1. 2015/20 Remedial Action Plan (RAP) Funding Agreement
2. Appendix A - History and Background of Niagara River Remedial Action Plan (RAP)

Prepared by:


Jocelyn Baker
Project Manager, Restoration & RAP

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*

CONTRIBUTION AGREEMENT

BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of the Environment who is responsible for
Environment Canada ("EC")

AND Niagara Peninsula Conservation Authority
("Recipient")

Project Title: Niagara River Remedial Action Plan Governance

Whereas EC is responsible for the Transfer Payment Program entitled "Sustainable Ecosystems", which provides the authority to enter into this Agreement under the program: Great Lakes Sustainability Funds (GLSF) ("EC Program") ;

Whereas the Recipient is eligible and has the capacity to carry out the Project;

Whereas the Recipient is providing or has secured additional funds from other interested parties totalling \$725,000 and thereby is meeting the EC Program requirement to obtain funding from other sources;

Whereas the Recipient shall not generate profit as a direct result of the Project directly supported by this agreement;

Whereas EC wishes to provide financial assistance to the Recipient to enable it to undertake the Project;

Whereas EC and the Recipient enter into this Agreement recognizing that the Recipient has begun the Project and incurred related costs, EC may, pursuant to the terms and conditions of this Agreement, reimburse the Recipient for Eligible Expenditures incurred as of May 19, 2015;

Whereas the financial payment to the Recipient shall not directly result in EC acquiring a good or service from the Recipient; and,

Whereas this Agreement is the instrument under which EC's contribution shall be made;

Now, therefore, this Agreement witnesses that in consideration of the mutual promises and agreements hereinafter set out, EC and the Recipient ("Parties") agree as follows:

1. DEFINITIONS

Unless the context otherwise requires:

"Agreement" - means this document along with the appendices and schedules in following list which together form an integral part of this Agreement, and together constitute the entire agreement between the Parties, superseding all previous agreements, documents, representations, negotiations, understandings and undertakings related to its subject matter. The Recipient acknowledges having read the Agreement and agrees with the contents.

- Appendix A – General Terms and Conditions,
- Appendix B – Project Cashflow and Environment Canada Funding,
- Appendix C – Payment Request Form,
- Appendix D – Reporting Templates,

"EC Contribution" means the contribution referred to in Section 5a).

"Eligible Expenditure" means an expenditure incurred by the Recipient between May 19, 2015 and the Agreement End Date, according to the terms and conditions of Section 6.

"Fiscal Period" means the period or part of the period commencing April 1 and ending March 31 of any year during the Agreement.

"In Kind Contribution" means the cash-equivalent contribution in the form of a useful and valuable good, service or other support provided to the Project, for which no cash is exchanged but that is essential to the Project and that would have to be purchased on the open market, or through negotiation with the provider, if it were not provided.

"Project" means the project, activities or initiatives described in Section 4a).

"Total Canadian Government Funding" means the total cash and in-kind funding available to the Recipient for the Project from federal, provincial, territorial and municipal governments.

"Total Contribution" means the total value of the cash and in-kind contributions from all sources secured for expenditures related to the Project, as set out in Section 5b).

2. DURATION

This Agreement comes into force on the date of last signature ("Effective Date") and ends on March 31, 2020 ("Agreement End Date") unless this Agreement is terminated earlier in accordance with the terms of the Agreement.

The Project shall be completed by the Agreement End Date.

3. PURPOSE & EXPECTED RESULTS

The purpose of this Agreement is to establish the terms and conditions for the provision of EC's Contribution to the Recipient.

EC's Contribution shall enable the Recipient to coordinate the activities of the agencies involved in the implementation of the Niagara River Remedial Action Plan, engage the local community, and move the Area of Concern toward delisting.

This Agreement supports the objectives of the following EC program activity: 1.3.4 - Great Lakes, with the expected result(s) of:

- i. Engagement of governments, citizens and stakeholders in the development and implementation of ecosystem-based management plans as well as in ecosystem governance processes.
- ii. Participation of individuals and organizations in activities contributing to the achievement of goals and objectives identified in ecosystem-based management plans or to achieve ecosystem objectives.

4. ACTIVITIES, PROJECT OR INITIATIVE BEING FUNDED

- a) In order to achieve the expected results, the Recipient shall undertake the Project. The EC Contribution shall support, in whole or in part, the following key Project activities:
 - i. Provide secretariat services for the Niagara River Remedial Action Plan.
 - ii. Coordinate the completion of Remedial Action Plan priority actions required before the Niagara River Area of Concern can be delisted.
 - iii. Prepare and implement a RAP outreach/communications plan and communicate initiatives and Remedial Action Plan interests to the public and local agencies; engage the community in support of the redesignation of Beneficial Uses and the eventual delisting of the Area of Concern.
 - iv. Document the scientific evidence to support the redesignation of beneficial uses and delisting of the Area of Concern.
 - v. With partner agencies, develop a long-term environmental monitoring program to be undertaken post-delisting.

5. MAXIMUM AMOUNT OF CONTRIBUTION

- a) EC agrees, subject to the terms and conditions of this Agreement, to contribute towards the Eligible Expenditures set out in this Agreement incurred by the Recipient to undertake the Project, up to a maximum amount of \$500,000 cash.
- b) The Total Contributions secured or provided by the Recipient for the Project is \$1,225,000.
- c) Of this total, the Total Canadian Government Funding (cash and in-kind) is \$1,225,000 which represents 100% of the Total Contributions (cash and in-kind).

The Recipient may be required to repay any funds where the percentage of Total Canadian Government Funding has been exceeded or where funding provided from other sources exceeds the amount anticipated at the time the contribution was made. EC reserves the right to consequently amend this Agreement to reflect any changes to the activities, duration or other sections of this Agreement; EC may also reduce the financial contribution or, as relevant, request a repayment.

d) By the Effective Date the Recipient provided, and EC accepted, a project cashflow for the duration of Project as set out in Appendix B – Project Cashflow and Environment Canada Funding. EC's cash contribution shall be based on the agreed upon cashflow requirements, and the maximum amounts to be available for each Fiscal Period are as follows:

- for the Fiscal Period 2015-2016 in the amount of \$100,000
- for the Fiscal Period 2016-2017 in the amount of \$100,000
- for the Fiscal Period 2017-2018 in the amount of \$100,000
- for the Fiscal Period 2018-2019 in the amount of \$100,000
- for the Fiscal Period 2019-2020 in the amount of \$100,000

The maximum amounts available for each Fiscal Period shall be confirmed or amended annually, upon review by both EC and the Recipient upon review of the cashflow requirements, as set out in Appendix B – Project Cashflow and Environment Canada Funding.

6. ELIGIBLE EXPENDITURES

a) The following shall be Eligible Expenditures, if directly incurred for the purposes of the Project and if the terms and conditions set out in this Agreement are met by the Recipient, at the satisfaction of EC:

- Salaries and wages, including mandatory employment-related expenditures, when pre-approved by EC
- Travel (see Section 28 of Appendix A – General Terms and Conditions for further conditions)
- Material and supplies expenditures
- The eligible expenditures above include any GST/HST that is not reimbursable by the Canada Revenue Agency and any PST not reimbursable by the Provinces

No overhead shall be included in the eligible expenditures in this Section.

b) Expenditures, other than those herein allowed, are ineligible unless specifically approved in writing by EC prior to the time the expenditures are incurred.

7. BASIS AND METHOD OF PAYMENT

a) Basis of Payment

Within the limits of Section 5 of the Agreement and Section 19 of Appendix A, and upon receipt and acceptance of any required reports and/or forms under this Agreement, and in accordance with EC's policies and the applicable laws relating to financial administration, as amended from time to time, EC agrees to pay the Recipient up to the maximum amount specified in Section 5a).

b) Method of Payment

- i. The Recipient is eligible to receive payments for EC's Contribution stated in Section 5d) upon receipt and acceptance by EC of an accounting of the Eligible Expenditures directly incurred to-date by the Recipient for the purposes of undertaking the Project.
- ii. The Recipient shall submit to EC requests for reimbursement of Eligible Expenditures using the prescribed form provided in Appendix C – Payment Request Form.
- iii. Requests for reimbursement may be submitted to EC at any time during the Fiscal Period, but usually not more frequently than four times per Fiscal Period.

c) Final Payment

During the final Fiscal Period EC shall withhold a minimum of \$12,500 of EC's Contribution allocated to the final Fiscal Period. EC shall issue the final payment to reimburse the unpaid balance of Eligible Expenditures upon receipt and acceptance by EC of the final report(s) required by Section 8. The Recipient shall submit the request for final payment with the final report(s) required by Section 8.

8. REPORTING**a) Financial Reporting***Cash Flow Statement*

By the Effective Date of this Agreement, the Recipient has provided and both Parties have agreed to a cashflow statement for the entire period specified in Section 2, as detailed in Appendix B – Project Cashflow and Environment Canada Funding.

By March 31 of each year, both Parties shall review and agree to the quarterly cashflow requirements pertaining to the following twelve months. Any changes to the cashflow statement that do not result in a change to the total EC Contribution in a Fiscal Period shall be signed by both Parties and appended as an update to this present Agreement. Any changes to cashflow requirement that necessitate changes to other sections of this Agreement shall require an amendment to this Agreement, signed by both Parties.

Financial Forecasting

By September 30 and December 31 of each Fiscal Period the Recipient shall provide a financial forecast of the expenditures pertaining to the balance of the Fiscal Period.

Annual Reporting

The Recipient shall, no later than 30 days after the end of each Fiscal Period, provide an annual financial report including:

- an annual Project income and expenditure summary which shall identify all sources and use of the Project funds during the Fiscal Period;
- a statement detailing the use of EC Contributions provided during the Fiscal Period, including an explanation of any financial variances.

Final Reporting

Following completion of the Project the Recipient shall, no later than 30 days after the Agreement End Date as referred to in Section 2, provide a final financial report including:

- a Project income and expenditure summary which shall identify all sources and use of the total Project funds over the duration of the entire Agreement;
- a statement detailing the use of EC's Contribution provided over the duration of the entire Agreement, including an explanation of any financial variances.

The accounting of total Project funding shall confirm that the Recipient continued to meet the eligibility requirements of the EC Program and identifies the need for any repayment, in part or in whole, of EC's financial contribution described in Section 5.

Per Section 7c), the Recipient shall submit the final request for payment when submitting the final report(s).

Certification / Attestation

All Financial Reports submitted by the Recipient shall be certified by a senior officer of the Recipient's organization (such as a CEO or CFO) attesting to the correctness and completeness of the financial information provided.

b) Project Activity Progress Reporting*Project Description*

By the Effective Date of this Agreement, the Recipient has provided and both Parties have agreed upon a Project description for the entire period specified in Section 2.

By March 31 of each year, both Parties shall review and agree to the Project pertaining to the following 12 months. Any changes to the Project may constitute an amendment to this Agreement which shall be approved, in writing, by both Parties.

Ongoing Communication

The Recipient shall make all reasonable efforts to respond to ad-hoc requests by EC for information on Project progress. The Recipient shall also advise EC immediately of any substantial events that could impact the Project timeline or cashflow requirements.

Annual Reporting

The Recipient shall, no later than 30 days after the end of each Fiscal Period, provide an annual progress report on the Project, and progress made in achieving the results, as set out in Sections 3 and 4.

Final Reporting

Following completion of the Project the Recipient shall, no later than 30 days after the Agreement End Date as referred to in Section 2, provide a Project Performance Report with Project highlights, description of outcomes with respect to results set out in Section 3, quantitative and qualitative description of the accomplishments / success of the Project; challenges faced and solutions found, information on results (negative or positive) that were not anticipated, and lessons learned.

Per Section 7c), the Recipient shall submit the final request for payment when submitting the final report(s).

- c) The Recipient shall provide the reports required by Section 8 using the templates provided by EC in Appendix D – Reporting Templates, or an alternative format as pre-approved by EC.

9. COMMUNICATIONS AND REQUESTS FOR PAYMENT

- a) Any request for payment or notice or other formal communication between the Parties shall be:
- i. delivered personally; or
 - ii. scanned and sent by email; or
 - iii. mailed by registered mail, return receipt requested; or
 - iv. sent by facsimile transmission, proof of transmission required, and addressed as follows:

for EC:

Department of the Environment
Rose Iantorno, Grant and Contribution Administration Officer
Great Lakes Areas of Concern
4905 Dufferin Street
Toronto, Ontario
Canada, M3H 5T4

for the Recipient:

Niagara Peninsula Conservation Authority
Jocelyn Baker, Remedial Action Plan Supervisor
250 Thorold Road West
Welland, Ontario
Canada, L3C 3W2

- b) If such notice or other formal communication is delivered in person, it shall be deemed to have been received on the date of delivery. If such notice is sent by registered mail, it shall be deemed to have been received by the party on the fifth business day following the day it is so mailed, or on the day it is received whichever is earlier. If the notice is sent by email or facsimile transmission, it shall be deemed to be received as of the date of the transmission, and for facsimile as evidenced by an automated confirmation of transmissions.

10. SIGNATURES

The Parties have executed this Agreement by the hands of their duly authorized officers as follows:

For Niagara Peninsula Conservation Authority

By: _____
(print name)

Title: _____
(print title)

Signature: _____

I represent and warrant that I am duly authorized to bind Niagara Peninsula Conservation Authority

Signed this ____ day of _____, 20____

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of the Environment who is responsible for Environment Canada

By: Jon Gee

Title: Manager, Great Lakes Areas of Concern

Signature: _____

Signed this ____ day of _____, 20____

APPENDIX A
GENERAL TERMS AND CONDITIONS

1. APPROPRIATION

Payment of the EC Contribution shall be made at EC's discretion, which shall not be unreasonably withheld, and shall be subject to an annual appropriation of funds by the Parliament of Canada for the Fiscal Period in which any payment is to be made.

EC may reduce or terminate the EC Contribution in response to a reduction or a denial of an appropriation by the Parliament of Canada in accordance with Section 11d) of Appendix A.

2. ALLOCATION

EC may, in accordance with Section 11d) of Appendix A, reduce or terminate the EC Contribution in response to the Government of Canada's annual budget, a parliamentary, governmental or departmental spending decision, or a restructuring or re-ordering of the federal mandate and responsibilities that impact on the EC Program under which this Agreement is made.

3. PERSONS NOT TO BENEFIT AND LOBBYISTS

The Recipient warrants that:

- a) no current or former public servant or public office holder to whom the Conflict of Interest Act, the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service applies shall derive direct benefit from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes;
- b) no member of the Senate or the House of Commons shall be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public;
- c) no bribe, gift, or other inducement has been paid, given, promised or offered to any person for, or with a view to, the obtaining of this Agreement by the Recipient;
- d) it has not employed any person to solicit or secure this Agreement upon any agreement for commission, percentage, brokerage or contingent fee; and,
- e) it and any person lobbying on its behalf to obtain the contribution under this Agreement or any benefit hereto related and who is required to be registered pursuant to the Lobbying Act, is registered pursuant to that Act

4. LIABILITY

The Recipient shall indemnify and save harmless Canada, EC, its officers, servants and agents from and against all liability, loss, damages, costs and expenses, including reasonable solicitor/client fees, administrative fees and disbursements, and from all claims, demands, actions, or any other proceeding whatsoever and by whomever made, for personal injury, death, environmental effect or property damage, arising directly or indirectly and whether by reason of anything done or omitted to be done, as a result of negligence or otherwise, from the performance or any default or delay in performance of the Recipient's obligations under this Agreement.

EC shall not be liable for any loan, capital lease or other long-term obligation in relation to the Project for which the contribution is provided.

5. AUDIT

EC may request, at its sole discretion, that an audit of the Recipient's financial statements, as they relate to this Project, be conducted at any point in time. The audit shall be carried out by an independent accredited auditor and be in accordance with the audit scope determined by EC and at EC's expense.

6. REPAYMENT

An amount paid by Canada as part of the EC Contribution or which is treated as such pursuant to the terms of this Agreement, and to which the Recipient is not entitled according to the terms of this Agreement shall be repayable to Canada and until repaid constitutes a debt due to Canada. EC shall deduct any such amount from subsequent payments of the EC Contribution or, if such amount is determined in or after the final Fiscal Period, the Recipient shall repay the amount within thirty (30) days of receiving written notification by EC. Interest shall be due and payable in accordance with the Interest and Administrative Charges Regulations SOR/96-188 made under the federal Financial Administration Act.

7. RECORDS

The Recipient agrees to keep proper accounts and records of the revenues and expenditures for the subject matter of the Agreement, including all invoices, receipts and vouchers relating thereto for a period of six years after the expiration or early termination of the Agreement.

8. ACCESS TO RECORDS AND INFORMATION

Subject to applicable access and privacy legislation and case law, the Recipient shall allow representatives of EC to have access to any records, information, databases, audit and evaluation reports and such information that may be in any way relative to the project, as EC may request during the life of the Agreement or within six years after its early termination or expiration.

9. ACCESS TO PREMISES

The Recipient agrees to give access to EC, by giving a five business day notice to the Recipient, to visit the premises or site where the Project is being carried out in order to review and assess the progress of the Project and compliance with the Agreement. The Recipient will provide such access only when the Recipient has control of the site or premises and authority to grant access.

10. CONSENT TO DISCLOSURE

The Recipient consents to the public disclosure by EC of any information provided under this Agreement, including without limitation information which relates to activities and objectives which are the subject of this Agreement, except where such information would not be disclosed pursuant to Section 20 of the Access to Information Act R.S.C. 1985, c. A-1. It is expressly agreed that EC may disclose, among other information, the following elements of information:

- a) Name of the Recipient;
- b) Maximum amount of the contribution;
- c) Purpose of the Agreement;
- d) Activities to be undertaken under the Agreement
- e) Duration of the Agreement; and
- f) Analysis, audit and evaluation reports relating to the Project performed by either of the Parties.

11. DEFAULT, REMEDIES, TERMINATION BY REASON OF DEFAULT AND REDUCTION OR TERMINATION AT EC's DISCRETION**a) Default**

EC may declare a default under this Agreement if any of the following events occur:

- the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors, ceases to actively carry on a business or is subject to an order made or resolution passed for the winding-up of the operations of the Recipient;
- the Recipient has submitted false or misleading information to EC or has made a false or misleading representation in respect of any matter related to this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to EC's satisfaction;
- EC, at its discretion concludes, pursuant to a review of any of the financial reports submitted pursuant to Section 5, that a material discrepancy exists between the actual revenues and

expenditures incurred by the Recipient to date and the forecast amounts set out in Appendix B or between the results attained by the Recipient to date and those that could reasonably be expected to have been attained at that point in time;

- the Recipient is no longer eligible under the eligibility requirements of the EC Program;
- the Recipient fails to complete the Project on the terms and conditions herein; and/or
- the Recipient fails to perform or comply with any term, condition, or other obligation contained in this Agreement for which it has responsibility.

b) Remedies

If EC declares that an event of default has occurred, EC may, in addition to any other remedy provided by law or pursuant to this Agreement, exercise one or more the following remedies:

- reduce the EC Contribution level;
- suspend the payment of any amount in respect of EC Contribution; or
- require the Recipient to repay all or part of the EC Contribution disbursed, with interest, calculated in accordance with the Interest and Administration Charges Regulations, SOR/96-188 from the date of demand for repayment.

The fact that EC refrains from exercising a remedy or any right herein shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right by EC shall not prevent EC in any way from later exercising any other remedy or right under this Agreement or other applicable law.

c) Termination by Reason of Default

- In the event of default, EC may immediately terminate this Agreement by means of a written notice of default and termination given to the Recipient. EC may also exercise any lawful remedy that EC deems appropriate.
- Notwithstanding the foregoing, EC reserves the right, where EC determines that the Recipient's default is capable of cure and that a delay for these purposes is appropriate, to send a written notice of default specifying a cure period of no less than thirty (30) days from the date of the Recipient's deemed receipt of the notice and requiring that the Recipient provide EC with proof of the cure within that delay. At the end of the cure period, EC may proceed to give the Recipient written notice of default and termination of this Agreement, and EC may also exercise any other lawful remedy that EC deems appropriate.

d) Reduction or Termination at EC's Discretion

- At any time before the completion of the Project, EC may, by giving notice in writing to the Recipient, reduce the EC Contribution or terminate this Agreement.
- In the case of a reduction to the EC Contribution, the reduction notice shall give the Recipient sixty (60) days written notice of that reduction in the EC Contribution. Subject to the maximum amount of the EC Contribution under Section 5 of this Agreement and any limits on Eligible Expenditures imposed within the reduction notice, EC shall reimburse the Recipient for any Eligible Expenditures incurred and claimed to the effective date of the

reduction. The Parties understand that any such reduction may affect the full implementation of the Project which may require amending the Agreement in accordance with Section 24 of Appendix A.

- In the case of termination of this Agreement, the termination notice shall give the Recipient sixty (60) days written notice of the termination. Subject to the maximum amount of the EC Contribution under Section 5 of this Agreement and any limits on Eligible Expenditures imposed within the termination notice, EC shall reimburse the Recipient for any Eligible Expenditures incurred and claimed to the effective date of the notice of termination. The funding obligations of EC shall cease as of the effective date of termination.

12. NO PARTNERSHIP

The Parties acknowledge no principal-agent, employer-employee, partnership or joint venture is created by virtue of this Agreement and that the Recipient shall not represent itself as an agent, employee or partner of EC, including in any agreement with a third party.

13. CONFLICT OF INTEREST

The Recipient confirms and warrants that it has, for the duration of this Agreement, no interest, pecuniary or otherwise, in any business matter that would put it in an real and/or apparent conflict of interest. The Recipient shall immediately notify EC, in writing, should any real and/or apparent conflict of interest exist or arise that could have a direct impact on EC's contribution to the Project.

14. PUBLIC ACKNOWLEDGEMENT

Due acknowledgement of EC's contribution for the Project shall be made in the Recipient's publications, public information releases, advertising, promotional announcements, activities, speeches, lectures, interviews, ceremonies and its web site.

EC shall provide the Recipient with the necessary templates and/or electronic files containing the logos and/or acknowledgement statements to be used.

The Recipient shall provide EC with final copies of any document or material utilizing the EC logo, Government of Canada logo and/or acknowledgement statements prior to printing or distribution, for EC approval of the use of said logos and/or acknowledgement statements.

Due acknowledgement consists of including the following in both appropriate official languages:

This project was undertaken with the financial support of:
Ce projet a été réalisé avec l'appui financier de :



**Environment
Canada**

**Environnement
Canada**

The EC logo can not be used without the statement.

If space does not permit, the following statement only is to be used:

**This project was undertaken with the financial support
of the Government of Canada through the federal
Department of the Environment.**

**Ce projet a été réalisé avec l'appui financier
du gouvernement du Canada agissant par l'entremise
du ministère fédéral de l'Environnement.**

15. CONFIDENTIALITY

- a) "Confidential Information" means confidential, private or secret information in all material forms and however fixed, stored, expressed or embodied (and includes, without limitation, samples, prototypes, specimens and derivatives) that is disclosed by the Parties to each other during discussions, telephone calls, meetings, tests, demonstrations, correspondence, any other exchange, communication or otherwise under this Agreement and includes, without limitation:
- all scientific, technical, business, financial, legal, marketing or strategic information;
 - information that is non-public, protected, privileged or proprietary in nature, which may have actual or potential economic value, in part, from not being known; and
 - information that is related to activities pursuant to this Agreement, irrespective of whether or not such information is specifically marked confidential or identified as confidential at the time of disclosure.

The responsibility rests with the disclosing Party to clearly mark all Confidential Information as "confidential", "private", "secret", "protected", or equivalent wording.

- b) Confidential Information disclosed under this Agreement shall remain the exclusive property of the disclosing Party and the disclosure of the Confidential Information to the receiving Party shall in no way be deemed to be a grant of a licence or a proprietary right.
- c) The receiving Party shall use the Confidential Information solely for the purposes for which it is disclosed, as indicated in writing by the disclosing party at the time of disclosure, and for no other purposes.
- d) Unless the disclosing Party gives to the receiving Party its prior written consent to disclosure, the receiving party shall keep confidential, hold in confidence, safeguard and not disclose the Confidential Information to third parties.

- e) The receiving Party shall use all reasonable efforts and take such action as may be appropriate to prevent the unauthorized use or disclosure of, and to preserve the confidentiality of, all Confidential Information, including, without limitation:
- ensuring that the Confidential Information is disclosed only to those: who have a need to know for the purposes of this Agreement; who are subject to a contractual duty of confidentiality; and who are properly instructed to maintain the Confidential Information in confidence; and
 - safeguarding all Confidential Information against theft, damage or access by unauthorized persons by all reasonable means, including, without limitation, visitor control, controlled photocopier access, computer firewalls, secure computers, and physical security of facilities and computer networks.
- f) The receiving Party shall promptly notify the disclosing Party in writing if it has reason to believe that unauthorized use, possession, acquisition, dissemination or disclosure of any

Confidential Information has occurred, and the receiving Party shall use its reasonable endeavours to cooperate with any appropriate action taken by the disclosing Party to protect such Confidential Information.

- g) Upon termination of this Agreement or upon either Party's request, all Confidential Information in any form, including without limitation, any hard or electronic copies, shall be promptly returned to the disclosing Party or destroyed without reviewing any copies or excerpts thereof. The receiving Party shall have no right to continue any use of or disclose the Confidential Information in any way, whatsoever.
- h) Nothing in this Agreement shall be interpreted so as to preclude EC from disclosing information that EC may be required or ordered to disclose pursuant to any applicable federal laws, including, without limitation, the Access to information Act, R.S. 1985, c. A-1, the Privacy Act, R.S. 1985, c. P-21 or judicial order.

16. PRIVACY AND PERSONAL INFORMATION

The Parties shall conduct their activities in accordance with applicable legislation dealing with the protection of the privacy and personal information of individuals. For greater certainty, the Recipient shall ensure that its employees, agents and contractors are made fully aware of their obligations to protect personal information.

17. SUPPORTING DOCUMENTATION

The Recipient shall provide EC, as and when requested, all supporting documentation EC deems appropriate to enable EC to review and accept any request for payment. In such case, EC shall advise the Recipient of the appropriate level of detail and of any specific supporting documentation required.

18. AMOUNTS OWING TO THE FEDERAL GOVERNMENT

The Recipient attests to have declared any past-due amounts owing to the federal Crown under any legislation or any agreement with the federal Crown before the signing of this Agreement and agrees to declare any amounts owing to the federal Crown under any legislation or any agreement with the federal Crown that become past-due during the course of this Agreement.

The Recipient acknowledges that any amounts due to the Recipient pursuant to this Agreement may be set-off against any past-due amounts owing to the federal Crown.

19. ENVIRONMENTAL ASSESSMENT

- a) The Parties agree that the Canadian Environmental Assessment Act, 2012 S.C. 2012, c. 19, s. 52 (CEAA 2012) does not apply to the Project.
- b) If, as a result of changes to the Project or otherwise, the Project becomes a “designated project” as defined in subsection 2(1) of the CEAA 2012, the Recipient agrees that no EC Contribution or additional EC Contribution will become or will be payable by EC to the Recipient for the Project unless and until:
 - i. the Canadian Environmental Assessment Agency makes a decision that no environmental assessment of the Project is required and posts that decision on the “Internet site” as defined in the CEAA 2012; or
 - ii. (A) the decision statement with respect to the Project issued by the Minister of the Environment to the Recipient indicates that the Project is not likely to cause significant adverse environmental effects or that the significant adverse environmental effects that it is likely to cause are justified in the circumstances, and

(B) at the time that a claim is submitted for payment by the Recipient to EC, EC is of the opinion that the Recipient has complied or will comply with any conditions set out in the decision statement.
- c) If, as a result of changes to the Project or otherwise, the Project becomes a “project” as defined in section 66 of the CEAA 2012 and is therefore to be carried out on “federal lands” as defined in subsection 2(1) of the CEAA 2012 or outside Canada, the Recipient agrees that no EC Contribution or additional EC Contribution will become or will be payable by EC to the Recipient for the Project unless and until:
 - i. for a Project to be carried out on federal lands, EC determines that the Project is not likely to cause significant adverse environmental effects.
 - ii. for a Project to be carried out outside Canada:

(A) EC determines that the carrying out of the Project is not likely to cause significant adverse environmental effects, or

(B) EC determines that the carrying out of the Project is likely to cause significant adverse environmental effects and the Governor in Council decides that the significant adverse environmental effects that the project is likely to cause are justified in the circumstances; and

iii. at the time that a claim is submitted for payment by the Recipient to EC, EC is satisfied that the Recipient has complied or will comply with any conditions set out by EC, for the purpose of this Agreement, with respect to the determination referred to in subparagraph ii.

d) The Recipient will allow EC and its agents, employees, servants or contractors to access and enter at any time during reasonable hours upon any real property under the ownership or control of the Recipient for the purpose of ensuring that any conditions referred to in subparagraph c) iii) have been or will be complied with.

e) Failure to comply with any of the conditions referred to in subparagraph c) iii), is a cause for default in respect of this Agreement in accordance with Section 11 of Appendix A.

20. SUSTAINABLE DEVELOPMENT

The Recipient shall plan and implement the Project in a manner that promotes sustainable development and ensures the protection of the environment to the greatest extent possible.

21. INTELLECTUAL PROPERTY RIGHTS

"Intellectual Property Rights" means any and all intellectual property rights recognized by law, including but not limited to intellectual property rights protected through legislation.

a) Any Intellectual Property Rights created by the Recipient in association with the Project shall vest in and remain the property of the Recipient.

b) The Recipient hereby grants to EC a non-exclusive, unconditional, irrevocable, perpetual, worldwide, royalty-free right to exercise all Intellectual Property Rights that vest in the Recipient under 21a), for any public purpose except commercial exploitation in competition with the Recipient. EC's license includes the right to use, produce, publish, translate, reproduce, adapt, modify, disclose, share, distribute, and broadcast the intellectual property.

c) The Recipient shall further be responsible for providing to EC upon request, a written permanent waiver of moral rights (as this term is defined in the Copyright Act, R.S.C., c. C-42), from every author that contributes to the intellectual property which is subject to copyright protection.

22. DISCLAIMER

The Recipient shall include the following disclaimer in any public information releases, advertising, promotional announcements, activities, speeches, lectures, interviews, ceremonies and web sites when the Recipient expresses a view or opinion specifically relating or referring to the Project.

"The views expressed herein are solely those of Niagara Peninsula Conservation Authority"

"Les opinions exprimées dans ce document sont celles de Niagara Peninsula Conservation Authority"

23. SETTLEMENT OF DISPUTES

The Parties agree that any matter in dispute under this Agreement shall first be referred to senior officers of the Parties. If the matter cannot be resolved, it shall be submitted to a mediator as agreed upon by both Parties. The Parties shall bear the expenditures directly related to the mediation process equally.

24. AMENDMENTS

This Agreement may be amended by the mutual written consent of the Parties. To be valid, any amendment to this Agreement shall be in writing and signed by the Parties, while this Agreement is in force.

25. SURVIVAL OF TERMS

All representations and obligations contained in this Agreement on the part of each of the Parties expressly or by nature shall survive the early termination or the expiration of this Agreement until they are satisfied or until they expire by nature.

The following sections shall survive the termination of this Agreement:

- Agreement, Section 7c) – Final payment
- Agreement, Section 8 – Reporting
- Appendix A, Section 4 – Liability
- Appendix A, Section 5 – Audit
- Appendix A, Section 6 – Repayment
- Appendix A, Section 7 – Records
- Appendix A, Section 8 – Access to Records and Information
- Appendix A, Section 11 – Default, Remedies, Termination by Reason of Default, and Reduction or Termination at EC's Discretion
- Appendix A, Section 21 – Intellectual Property
- Appendix A, Section 25 – Survival of Terms

26. WAIVER OF RIGHTS

The waiver of any rights following any breach of any representation, warranty, covenant, obligation or agreement shall not be deemed to be a waiver of any further breach. No waiver is effective unless in writing.

27. LEGALITY

The Recipient shall ensure that the Project shall be conducted in compliance with all applicable laws.

28. TRAVEL

EC has adopted the rates and guidelines of the National Joint Council Travel Directive as the basis for determining the maximum travel expenditures considered to be Eligible Expenditures.

The Recipient may incur travel expenditures that exceed the Directive's rates and guidelines; however EC limits the amount of reimbursement to the Recipient based on these rates and guidelines.

Any travel expenditures that do not correspond to the Directive are ineligible unless approved in writing by EC prior to incurring the expense.

The list below is a partial summary of the key limitations and guidelines in the Directive. It is the responsibility of the Recipient to consult the Directive and to seek clarification from EC with any questions before incurring any travel expenditures.

- Travel expenditures shall be necessary to the successful completion of the Project;
- Travelling has to take place by the least expensive means;
- Air travel for trips fewer than nine consecutive hours are reimbursed at the economy rate;
- For meals, reimbursement shall be made based on the daily meal allowances set out in Appendix C of the National Joint Council Travel Directive;
- Kilometre rates for personal-vehicle travel away from the office are Eligible Expenditures, but not for daily commuting. Reimbursement shall be made based on the kilometric rates set out in Appendix B of the National Joint Council Travel Directive;
- The standard for accommodation is a basic room, in a safe environment and conveniently located. The Recipient should always seek the most reasonable rate.

APPENDIX B**Project Cashflow and Environment Canada Funding****2015-2016****Project Cashflow**

Project Funding		TOTAL		
Contributor	Contributor Type	Cash	In-Kind	All Funding
Great Lakes Sustainability Fund	Environment Canada	100,000		100,000
Ontario Ministry of the Environment and Climate Change	Provincial Government	95,000		95,000
Niagara Peninsula Conservation Authority	Provincial Government		50,000	50,000
Total Project Funding		195,000	50,000	245,000

Project Costs

		TOTAL		
Cost Detail	Cost Category	Cash	In-Kind	All Funding
Administration	Salaries and Wages	122,000	25,000	147,000
Consulting services	Management and professional service expenditures	40,000	5,000	45,000
Materials and Supplies	Material and supplies expenditures	10,000		10,000
Communications	Communication and printing, production, and distribution expenditures	20,000	5,000	25,000
Travel & Expenses	Travel	3,000		3,000
Office space	Overhead		15,000	15,000
Total Project Funding		195,000	50,000	245,000

EC Funding

		Apr, May, Jun	Jul, Aug, Sep	Oct, Nov, Dec	Jan, Feb, Mar	TOTAL		
Expenditure Detail	Expenditure Category	Cash	Cash	Cash	Cash	Cash	In-Kind	All Funding
Administration	Salaries and Wages	21,750	21,750	21,750	21,750	87,000		87,000
Materials and Supplies	Material and supplies expenditures	2,500	2,500	2,500	2,500	10,000		10,000
Travel & Expenses	Travel	750	750	750	750	3,000		3,000
Total Expenditures		25,000	25,000	25,000	25,000	100,000	0	100,000

2016-2017**Project Cashflow**

Project Funding		TOTAL		
Contributor	Contributor Type	Cash	In-Kind	All Funding
Great Lakes Sustainability Fund	Environment Canada	100,000		100,000
Ontario Ministry of the Environment and Climate Change	Provincial Government	95,000		95,000
Niagara Peninsula Conservation Authority	Provincial Government		50,000	50,000
Total Project Funding		195,000	50,000	245,000

Project Costs

		TOTAL		
Cost Detail	Cost Category	Cash	In-Kind	All Funding
Administration	Salaries and Wages	122,000	25,000	147,000
Consulting services	Management and professional service expenditures	40,000	5,000	45,000
Materials and Supplies	Material and supplies expenditures	10,000		10,000
Communications	Communication and printing, production, and distribution expenditures	20,000	5,000	25,000
Travel & Expenses	Travel	3,000		3,000
Office space	Overhead		15,000	15,000
Total Project Funding		195,000	50,000	245,000

EC Funding

		TOTAL		
Expenditure Detail	Expenditure Category	Cash	In-Kind	All Funding
Administration	Salaries and Wages	87,000		87,000
Materials and Supplies	Material and supplies expenditures	10,000		10,000
Travel & Expenses	Travel	3,000		3,000
Total Expenditures		100,000	0	100,000

2017-2018**Project Cashflow**

Project Funding		TOTAL		
Contributor	Contributor Type	Cash	In-Kind	All Funding
Great Lakes Sustainability Fund	Environment Canada	100,000		100,000
Ontario Ministry of the Environment and Climate Change	Provincial Government	95,000		95,000
Niagara Peninsula Conservation Authority	Provincial Government		50,000	50,000
Total Project Funding		195,000	50,000	245,000

Project Costs		TOTAL		
Cost Detail	Cost Category	Cash	In-Kind	All Funding
Administration	Salaries and Wages	122,000	25,000	147,000
Consulting services	Management and professional service expenditures	40,000	5,000	45,000
Materials and Supplies	Material and supplies expenditures	10,000		10,000
Communications	Communication and printing, production, and distribution expenditures	20,000	5,000	25,000
Travel & Expenses	Travel	3,000		3,000
Office space	Overhead		15,000	15,000
Total Project Funding		195,000	50,000	245,000

EC Funding		TOTAL		
Expenditure Detail	Expenditure Category	Cash	In-Kind	All Funding
Administration	Salaries and Wages	87,000		87,000
Materials and Supplies	Material and supplies expenditures	10,000		10,000
Travel & Expenses	Travel	3,000		3,000
Total Expenditures		100,000	0	100,000

Future Years

Project Cashflow		TOTAL		
Project Funding		Cash	In-Kind	All Funding
Contributor	Contributor Type			
Great Lakes Sustainability Fund	Environment Canada	200,000		200,000
Ontario Ministry of the Environment and Climate Change	Provincial Government	190,000		190,000
Niagara Peninsula Conservation Authority	Provincial Government		100,000	100,000
Total Project Funding		390,000	100,000	490,000

Project Costs		TOTAL		
Cost Detail	Cost Category	Cash	In-Kind	All Funding
Administration	Salaries and Wages	244,000	50,000	294,000
Consulting services	Management and professional service expenditures	80,000	10,000	90,000
Materials and Supplies	Material and supplies expenditures	20,000		20,000
Communications	Communication and printing, production, and distribution expenditures	40,000	10,000	50,000
Travel & Expenses	Travel	6,000		6,000
Office space	Overhead		30,000	30,000
Total Project Funding		390,000	100,000	490,000

EC Funding		TOTAL		
Expenditure Detail	Expenditure Category	Cash	In-Kind	All Funding
Administration	Salaries and Wages	174,000		174,000
Materials and Supplies	Material and supplies expenditures	20,000		20,000
Travel & Expenses	Travel	6,000		6,000
Total Expenditures		200,000	0	200,000

Grand Total

Project Cashflow		TOTAL		
Project Funding		Cash	In-Kind	All Funding
Contributor	Contributor Type			
Great Lakes Sustainability Fund	Environment Canada	500,000		500,000
Ontario Ministry of the Environment and Climate Change	Provincial Government	475,000		475,000
Niagara Peninsula Conservation Authority	Provincial Government		250,000	250,000
Total Project Funding		975,000	250,000	1,225,000

Project Costs		TOTAL		
Cost Detail	Cost Category	Cash	In-Kind	All Funding
Administration	Salaries and Wages	610,000	125,000	735,000
Consulting services	Management and professional service expenditures	200,000	25,000	225,000
Materials and Supplies	Material and supplies expenditures	50,000		50,000
Communications	Communication and printing, production, and distribution expenditures	100,000	25,000	125,000
Travel & Expenses	Travel	15,000		15,000
Office space	Overhead		75,000	75,000
Total Project Funding		975,000	250,000	1,225,000

EC Funding		TOTAL		
Expenditure Detail	Expenditure Category	Cash	In-Kind	All Funding

APPENDIX #1

Administration	Salaries and Wages	435,000		435,000
Materials and Supplies	Material and supplies expenditures	50,000		50,000
Travel & Expenses	Travel	15,000		15,000
Total Expenditures		500,000	0	500,000

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

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

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

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

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

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

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

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

Report To: Board of Directors

Subject: Environment Canada - Great Lakes Sustainability Fund Agreement 2015/16

Report No: 79-15

Date: July 15, 2015

RECOMMENDATION:

That the NPCA enter into an agreement with Environment Canada (EC) to accept the Great Lakes Sustainability Fund (GLSF) funding of \$135,000 for the implementation of environmental remediation, protection and conservation projects required to meet the goals and objectives identified in the Great Lakes Water Quality Agreement and the Canada-Ontario Agreement (COA).

PURPOSE:

The purpose of this report is to:

- Present the GLSF funding agreement between Environment Canada and the NPCA (attached). The agreement is required to obtain the GLSF funding, which is a significant component of the NPCA stewardship program.
- Request NPCA Board approval to enter into the agreement with Environment Canada.

BACKGROUND:

The Great Lakes Sustainability Fund (GLSF) was initiated in 2000 to advance Remedial Action Plans (RAPs) that have been developed for each of Canada's remaining Areas of Concern (AOC) located within the Great Lakes Basin. The Niagara River is an Area of Concern,

Through the GLSF fund, Environment Canada provides technical and financial support for restoration projects in priority areas of the RAP. Emphasis is placed on meeting the goals under the *Canada-Ontario Agreement Respecting the Great Lakes Ecosystem*. The restoration program advances these goals by offering local landowners financial incentives to implement water quality and biodiversity/ habitat improvement projects on their properties. The goals of the GLSF program align well with the goals and objectives of the NPCA's restoration and water quality program.

The NPCA also acts as the local coordinating agency for the Niagara River Remedial Action Plan (RAP). However, funding for the RAP coordination falls under a separate Client Services Agreement.

Application to the Fund

Each year agencies such as provincial ministries, municipalities, conservation authorities, and local RAP project managers apply for funding from GLSF. Funding requests are reviewed by GLSF staff and assessed for eligibility; alignment of RAP program priorities; technical merit,

feasibility; cost-effectiveness; and financial and administrative management. Successful Applicants must enter into agreements that specify the financial support, confirm deliverables, and conditions of approval.

To date NPCA has accessed over \$3 million dollars from GLSF for water quality and biodiversity improvement projects as well as for water quality monitoring in the Welland River and Niagara River AOC. This funding includes \$245,000 (2012/13), \$195,000 (2013/14), and \$135,000 (2014/15) respectively. These projects help satisfy the Federal governments commitments identified in the Great Lakes Water Quality Agreement and the Canada-Ontario Agreement. The Federal government has indicated the Niagara River RAP will be delisted by 2020, at which time the remaining remedial actions would have been completed. As the remedial actions are completed the available funding through GLSF will become correspondingly less.

According to the agreement; *The GLSF contribution shall support, in whole or in part, the following key project activities:*

- *Continued monitoring of the existing water quality stations in the Welland River watershed to track (temporal & spatial) nutrient concentrations and other water quality parameters.*
- *The Implementation of up to 10 Best Management Practices (BMP's) and Conservation Farm Practices projects within the Niagara River AOC. A particular focus will be on sub-watersheds identified as contributing very high phosphorus loads to the Welland River watershed through the 2011 Welland River Eutrophication Study.*

The GLSF contribution is also used for some associated NPCA staffing costs. The above noted projects will be implemented with private landowners through the provision of cost-share incentives. These projects will include nutrient reduction, including livestock fencing, milk house wastewater containment, and naturalization projects such as buffer strips.

FINANCIAL IMPLICATIONS:

The requested funding contribution from GLSF is included in the 2015/16 budget.

RELATED REPORTS AND APPENDICES:

2015/16 GLSF Partnership Agreement

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

CONTRIBUTION AGREEMENT

BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of the Environment who is responsible for
Environment Canada ("EC")

AND Niagara Peninsula Conservation Authority
("Recipient")

Project Title: Water Quality and Habitat Improvement Program for the Niagara River Area of
Concern

Whereas EC is responsible for the Transfer Payment Program entitled "Sustainable
Ecosystems", which provides the authority to enter into this Agreement under the program:
Great Lakes Sustainability Funds (GLSF) ("EC Program") ;

Whereas the Recipient is eligible and has the capacity to carry out the Project;

Whereas the Recipient wishes to further disburse contribution funds received under this
Agreement, and the Recipient is of the view that doing so would be beneficial to Final
Recipients and would also assist the Recipient in its exercise of its mandate;

Whereas the Recipient is providing or has secured additional funds from other interested
parties totalling \$289,000 and thereby is meeting the EC Program requirement to obtain
funding from other sources;

Whereas the Recipient shall not generate profit as a direct result of the Project directly
supported by this agreement;

Whereas EC wishes to provide financial assistance to the Recipient to enable it to undertake
the Project;

Whereas EC and the Recipient enter into this Agreement recognizing that the Recipient has
begun the Project and incurred related costs, EC may, pursuant to the terms and conditions
of this Agreement, reimburse the Recipient for Eligible Expenditures incurred as of May 19,
2015;

Whereas the financial payment to the Recipient shall not directly result in EC acquiring a
good or service from the Recipient; and,

Whereas this Agreement is the instrument under which EC's contribution shall be made;

Now, therefore, this Agreement witnesses that in consideration of the mutual promises and agreements hereinafter set out, EC and the Recipient ("Parties") agree as follows:

1. DEFINITIONS

Unless the context otherwise requires:

"Agreement" - means this document along with the appendices and schedules in following list which together form an integral part of this Agreement, and together constitute the entire agreement between the Parties, superseding all previous agreements, documents, representations, negotiations, understandings and undertakings related to its subject matter. The Recipient acknowledges having read the Agreement and agrees with the contents.

- Appendix A – General Terms and Conditions,
- Appendix B – Project Cashflow and Environment Canada Funding,
- Appendix C – Payment Request Form,
- Appendix D – Reporting Templates,

"EC Contribution" means the contribution referred to in Section 5a).

"Eligible Expenditure" means an expenditure incurred by the Recipient between May 19, 2015 and the Agreement End Date, according to the terms and conditions of Section 6.

"Final Agreement" means an agreement entered into between the Recipient and a Final Recipient pursuant to Section 4 b).

"Final Project" means project(s), activitie(s) or initiative(s) undertaken by a Final Recipient and funded by the Recipient pursuant to a Final Agreement. A Final Project shall support the purpose and expected results set out in Section 3 and shall consist of project(s), activitie(s) or initiative(s) that shall, in part or in whole, directly support the Project or parts of the Project.

"Final Recipient" means a legal entity to which the Recipient shall further distribute funds received under this Agreement in the manner provided in Section 4b).

"Fiscal Period" means the period or part of the period commencing April 1 and ending March 31 of any year during the Agreement.

"In Kind Contribution" means the cash-equivalent contribution in the form of a useful and valuable good, service or other support provided to the Project, for which no cash is exchanged but that is essential to the Project and that would have to be purchased on the open market, or through negotiation with the provider, if it were not provided.

"Project" means the project, activities or initiatives described in Section 4a) and b).

“Total Canadian Government Funding” means the total cash and in-kind funding available to the Recipient for the Project from federal, provincial, territorial and municipal governments.

“Total Contribution” means the total value of the cash and in-kind contributions from all sources secured for expenditures related to the Project, as set out in Section 5b).

2. DURATION

This Agreement comes into force on the date of last signature ("Effective Date") and ends on March 31, 2016 ("Agreement End Date") unless this Agreement is terminated earlier in accordance with the terms of the Agreement.

The Project shall be completed by the Agreement End Date.

3. PURPOSE & EXPECTED RESULTS

The purpose of this Agreement is to establish the terms and conditions for the provision of EC's Contribution to the Recipient.

EC's Contribution shall enable the Recipient to reduce loadings of nutrients and sediment through the completion of various Best Management Practices projects, restoration of fish habitat to address the loss of fish and wildlife habitat and water quality monitoring to address the status of the Eutrophication Beneficial Use Impairment. To achieve the targets, a cost sharing incentive grant program is provided to landowners that are interested in improving water quality.

This Agreement supports the objectives of the following EC program activity: 1.3.4 - Great Lakes, with the expected result(s) of:

- i. Implementation of environmental remediation, protection and conservation projects required to meet the goals and objectives identified in ecosystem-based management plans or to achieve ecosystem objectives.
- ii. Participation of individuals and organizations in activities contributing to the achievement of goals and objectives identified in ecosystem-based management plans or to achieve ecosystem objectives.

4. ACTIVITIES, PROJECT OR INITIATIVE BEING FUNDED

- a) In order to achieve the expected results, the Recipient shall undertake the Project. The EC Contribution shall support, in whole or in part, the following key Project activities:
 - i. Implement eight best management practices and restoration projects on an annual basis in high priority areas within the Area of Concern to reduce nutrient and sediment loading to the Niagara River. A particular focus for 2015-2016 will be on outreach for potential projects within sub-watersheds that outlet directly to the Niagara River in order to address phosphorus levels with the Niagara River itself.

- ii. Monitor existing aquatic and riparian wetland habitats and identify potential restoration opportunities to improve riparian wetland habitat and biological connectivity between the Niagara River and its tributaries. This will support the redesignation of Beneficial Use Impairment #14 Loss of Fish and Wildlife Habitat.
- iii. Undertake water quality monitoring in target areas throughout the Area of Concern to track nutrient concentrations and other water quality parameters.

b) The Recipient shall further distribute to Final Recipients, by way of Final Agreements, no more than \$24,000 cash from the EC Contribution received under this Agreement. In so doing:

- i. The Recipient shall adopt and use a clear, transparent and open decision-making process in soliciting, assessing and approving proposals related to Final Recipients in accordance with the principles and requirements set out in the Agreement.
- ii. A Final Recipient shall not receive funds from the Recipient for purposes of supplying a good or service to the Recipient.
- iii. Upon request by EC, the Recipient shall provide EC a copy of its operating plans, including annual performance expectations, with respect to the funds distributed to Final Recipients.
- iv. The Recipient shall provide EC any review or audit reports carried out by, or on behalf of, the Recipient relating to the use of EC's Contribution.
- v. Upon request by EC, the Recipient shall provide EC a right of access to the all or some of the Final Agreements.
- vi. The Recipient shall ensure that Final Agreements:

- a. include a statement of the purpose of the Final Agreement and clearly agreed expectations and roles between its parties. Final Agreements shall also set out the expenditures eligible for reimbursement by the Recipient to the Final Recipient. The nature of these expenditures shall be consistent with those set out in Section 6.

Without restricting the generality of the foregoing, expenditures related to the acquisition of land or interest in land shall, at no point in time, be allowed under Final Agreements.

- b. grant to the Recipient a right to perform periodic audits of the Final Recipient's compliance with the terms and conditions of the Final Agreement, as well as a right for the Recipient to provide EC with copies of any audit report or any financial, progress or other report conducted pursuant to the Final Agreement.

- c. provide EC with a right of access to the Final Recipients' premises and documents for the purposes of monitoring the Recipient's compliance with this Agreement.
- d. provide for the Final Recipients' consent for the public disclosure by EC of any information provided by them to the Recipient in connection with their applications for funding of their respective Final Project, or relating to activities falling within the scope of this Agreement or any Final Agreement.

5. MAXIMUM AMOUNT OF CONTRIBUTION

- a) EC agrees, subject to the terms and conditions of this Agreement, to contribute towards the Eligible Expenditures set out in this Agreement incurred by the Recipient to undertake the Project, up to a maximum amount of \$135,000 cash.
- b) The Total Contributions secured or provided by the Recipient for the Project is \$424,000.
- c) Of this total, the Total Canadian Government Funding (cash and in-kind) is \$303,000 which represents 71% of the Total Contributions (cash and in-kind).

The Recipient may be required to repay any funds where the percentage of Total Canadian Government Funding has been exceeded or where funding provided from other sources exceeds the amount anticipated at the time the contribution was made. EC reserves the right to consequently amend this Agreement to reflect any changes to the activities, duration or other sections of this Agreement; EC may also reduce the financial contribution or, as relevant, request a repayment.

- d) By the Effective Date the Recipient provided, and EC accepted, a project cashflow for the duration of Project as set out in Appendix B – Project Cashflow and Environment Canada Funding. EC's cash contribution shall be based on the agreed upon cashflow requirements, and the maximum amounts to be available for each Fiscal Period are as follows:

- for the Fiscal Period 2015-2016 in the amount of \$135,000

6. ELIGIBLE EXPENDITURES

- a) The following shall be Eligible Expenditures, if directly incurred for the purposes of the Project and if the terms and conditions set out in this Agreement are met by the Recipient, at the satisfaction of EC:
 - Salaries and wages, including mandatory employment-related expenditures, when pre-approved by EC
 - Contractors
 - Material and supplies expenditures
 - Funds distributed to Final Recipients in accordance with Section 4b)

- The eligible expenditures above include any GST/HST that is not reimbursable by the Canada Revenue Agency and any PST not reimbursable by the Provinces

No overhead shall be included in the eligible expenditures in this Section.

- b) Expenditures, other than those herein allowed, are ineligible unless specifically approved in writing by EC prior to the time the expenditures are incurred.

7. BASIS AND METHOD OF PAYMENT

a) Basis of Payment

Within the limits of Section 5 of the Agreement and Section 19 of Appendix A, and upon receipt and acceptance of any required reports and/or forms under this Agreement, and in accordance with EC's policies and the applicable laws relating to financial administration, as amended from time to time, EC agrees to pay the Recipient up to the maximum amount specified in Section 5a).

b) Method of Payment

- i. The Recipient is eligible to receive payments for EC's Contribution stated in Section 5d) upon receipt and acceptance by EC of an accounting of the Eligible Expenditures directly incurred to-date by the Recipient for the purposes of undertaking the Project.
- ii. The Recipient shall submit to EC requests for reimbursement of Eligible Expenditures using the prescribed form provided in Appendix C – Payment Request Form.
- iii. Requests for reimbursement may be submitted to EC at any time during the Fiscal Period, but usually not more frequently than four times per Fiscal Period.

c) Final Payment

During the final Fiscal Period EC shall withhold a minimum of \$13,500 of EC's Contribution allocated to the final Fiscal Period. EC shall issue the final payment to reimburse the unpaid balance of Eligible Expenditures upon receipt and acceptance by EC of the final report(s) required by Section 8. The Recipient shall submit the request for final payment with the final report(s) required by Section 8.

8. REPORTING

a) Financial Reporting

Cash Flow Statement

By the Effective Date of this Agreement, the Recipient has provided and both Parties have agreed to a cashflow statement for the entire period specified in Section 2, as detailed in Appendix B – Project Cashflow and Environment Canada Funding.

Financial Forecasting

By September 30 and December 31 the Recipient shall provide a financial forecast of the expenditures pertaining to the balance of the Fiscal Period.

Final Reporting

Following completion of the Project the Recipient shall, no later than 30 days after the Agreement End Date as referred to in Section 2, provide a final financial report including:

- a Project income and expenditure summary which shall identify all sources and use of the total Project funds over the duration of the entire Agreement;
- a statement detailing the use of EC's Contribution provided over the duration of the entire Agreement, including an explanation of any financial variances.

The accounting of total Project funding shall confirm that the Recipient continued to meet the eligibility requirements of the EC Program and identifies the need for any repayment, in part or in whole, of EC's financial contribution described in Section 5.

Per Section 7c), the Recipient shall submit the final request for payment when submitting the final report(s).

Certification / Attestation

All Financial Reports submitted by the Recipient shall be certified by a senior officer of the Recipient's organization (such as a CEO or CFO) attesting to the correctness and completeness of the financial information provided.

b) Project Activity Progress Reporting

Project Description

By the Effective Date of this Agreement, the Recipient has provided and both Parties have agreed upon a Project description for the entire period specified in Section 2.

Ongoing Communication

The Recipient shall make all reasonable efforts to respond to ad-hoc requests by EC for information on Project progress. The Recipient shall also advise EC immediately of any substantial events that could impact the Project timeline or cashflow requirements.

Final Reporting

Following completion of the Project the Recipient shall, no later than 30 days after the Agreement End Date as referred to in Section 2, provide a Project Performance Report with Project highlights, description of outcomes with respect to results set out in Section 3, quantitative and qualitative description of the accomplishments / success of the Project; challenges faced and solutions found, information on results (negative or positive) that were not anticipated, and lessons learned.

Per Section 7c), the Recipient shall submit the final request for payment when submitting the final report(s).

- c) The Recipient shall provide the reports required by Section 8 using the templates provided by EC in Appendix D – Reporting Templates, or an alternative format as pre-approved by EC.

9. COMMUNICATIONS AND REQUESTS FOR PAYMENT

- a) Any request for payment or notice or other formal communication between the Parties shall be:
- i. delivered personally; or
 - ii. scanned and sent by email; or
 - iii. mailed by registered mail, return receipt requested; or
 - iv. sent by facsimile transmission, proof of transmission required, and addressed as follows:

for EC:

Department of the Environment
Rose Iantorno, Grant and Contribution Administration Officer
Great Lakes Areas of Concern
4905 Dufferin Street
Toronto, Ontario
Canada, M3H 5T4

for the Recipient:

Niagara Peninsula Conservation Authority
Steve Gillis, Restoration Project Lead
250 Thorold Road West
Welland, Ontario
Canada, L3C 3W2

APPENDIX #1 - GLSF - Agreement

- b) If such notice or other formal communication is delivered in person, it shall be deemed to have been received on the date of delivery. If such notice is sent by registered mail, it shall be deemed to have been received by the party on the fifth business day following the day it is so mailed, or on the day it is received whichever is earlier. If the notice is sent by email or facsimile transmission, it shall be deemed to be received as of the date of the transmission, and for facsimile as evidenced by an automated confirmation of transmissions.

10. SIGNATURES

The Parties have executed this Agreement by the hands of their duly authorized officers as follows:

For Niagara Peninsula Conservation Authority

By: _____
(print name)

Title: _____
(print title)

Signature: _____

I represent and warrant that I am duly authorized to bind Niagara Peninsula Conservation Authority

Signed this ____ day of _____, 20____

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of the Environment who is responsible for Environment Canada

By: Jon Gee

Title: Manager, Great Lakes Areas of Concern

Signature: _____

Signed this ____ day of _____, 20____

APPENDIX A
GENERAL TERMS AND CONDITIONS

1. APPROPRIATION

Payment of the EC Contribution shall be made at EC's discretion, which shall not be unreasonably withheld, and shall be subject to an annual appropriation of funds by the Parliament of Canada for the Fiscal Period in which any payment is to be made.

EC may reduce or terminate the EC Contribution in response to a reduction or a denial of an appropriation by the Parliament of Canada in accordance with Section 11d) of Appendix A.

2. ALLOCATION

EC may, in accordance with Section 11d) of Appendix A, reduce or terminate the EC Contribution in response to the Government of Canada's annual budget, a parliamentary, governmental or departmental spending decision, or a restructuring or re-ordering of the federal mandate and responsibilities that impact on the EC Program under which this Agreement is made.

3. PERSONS NOT TO BENEFIT AND LOBBYISTS

The Recipient warrants that:

- a) no current or former public servant or public office holder to whom the Conflict of Interest Act, the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service applies shall derive direct benefit from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes;
- b) no member of the Senate or the House of Commons shall be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public;
- c) no bribe, gift, or other inducement has been paid, given, promised or offered to any person for, or with a view to, the obtaining of this Agreement by the Recipient;
- d) it has not employed any person to solicit or secure this Agreement upon any agreement for commission, percentage, brokerage or contingent fee; and,
- e) it and any person lobbying on its behalf to obtain the contribution under this Agreement or any benefit hereto related and who is required to be registered pursuant to the Lobbying Act, is registered pursuant to that Act

4. LIABILITY

The Recipient shall indemnify and save harmless Canada, EC, its officers, servants and agents from and against all liability, loss, damages, costs and expenses, including reasonable solicitor/client fees, administrative fees and disbursements, and from all claims, demands, actions, or any other proceeding whatsoever and by whomever made, for personal injury, death, environmental effect or property damage, arising directly or indirectly and whether by reason of anything done or omitted to be done, as a result of negligence or otherwise, from the performance or any default or delay in performance of the Recipient's obligations under this Agreement.

EC shall not be liable for any loan, capital lease or other long-term obligation in relation to the Project for which the contribution is provided.

5. AUDIT

EC may request, at its sole discretion, that an audit of the Recipient's financial statements, as they relate to this Project, be conducted at any point in time. The audit shall be carried out by an independent accredited auditor and be in accordance with the audit scope determined by EC and at EC's expense.

6. REPAYMENT

An amount paid by Canada as part of the EC Contribution or which is treated as such pursuant to the terms of this Agreement, and to which the Recipient is not entitled according to the terms of this Agreement shall be repayable to Canada and until repaid constitutes a debt due to Canada. EC shall deduct any such amount from subsequent payments of the EC Contribution or, if such amount is determined in or after the final Fiscal Period, the Recipient shall repay the amount within thirty (30) days of receiving written notification by EC. Interest shall be due and payable in accordance with the Interest and Administrative Charges Regulations SOR/96-188 made under the federal Financial Administration Act.

7. RECORDS

The Recipient agrees to keep proper accounts and records of the revenues and expenditures for the subject matter of the Agreement, including all invoices, receipts and vouchers relating thereto for a period of six years after the expiration or early termination of the Agreement.

8. ACCESS TO RECORDS AND INFORMATION

Subject to applicable access and privacy legislation and case law, the Recipient shall allow representatives of EC to have access to any records, information, databases, audit and evaluation reports and such information that may be in any way relative to the project, as EC may request during the life of the Agreement or within six years after its early termination or expiration.

9. ACCESS TO PREMISES

The Recipient agrees to give access to EC, by giving a five business day notice to the Recipient, to visit the premises or site where the Project is being carried out in order to review and assess the progress of the Project and compliance with the Agreement. The Recipient will provide such access only when the Recipient has control of the site or premises and authority to grant access.

10. CONSENT TO DISCLOSURE

The Recipient consents to the public disclosure by EC of any information provided under this Agreement, including without limitation information which relates to activities and objectives which are the subject of this Agreement, except where such information would not be disclosed pursuant to Section 20 of the Access to Information Act R.S.C. 1985, c. A-1. It is expressly agreed that EC may disclose, among other information, the following elements of information:

- a) Name of the Recipient;
- b) Maximum amount of the contribution;
- c) Purpose of the Agreement;
- d) Activities to be undertaken under the Agreement
- e) Duration of the Agreement; and
- f) Analysis, audit and evaluation reports relating to the Project performed by either of the Parties.

11. DEFAULT, REMEDIES, TERMINATION BY REASON OF DEFAULT AND REDUCTION OR TERMINATION AT EC's DISCRETION

a) Default

EC may declare a default under this Agreement if any of the following events occur:

- the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors, ceases to actively carry on a business or is subject to an order made or resolution passed for the winding-up of the operations of the Recipient;
- the Recipient has submitted false or misleading information to EC or has made a false or misleading representation in respect of any matter related to this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to EC's satisfaction;
- EC, at its discretion concludes, pursuant to a review of any of the financial reports submitted pursuant to Section 5, that a material discrepancy exists between the actual revenues and

expenditures incurred by the Recipient to date and the forecast amounts set out in Appendix B or between the results attained by the Recipient to date and those that could reasonably be expected to have been attained at that point in time;

- the Recipient is no longer eligible under the eligibility requirements of the EC Program;
- the Recipient fails to complete the Project on the terms and conditions herein; and/or
- the Recipient fails to perform or comply with any term, condition, or other obligation contained in this Agreement for which it has responsibility.

b) Remedies

If EC declares that an event of default has occurred, EC may, in addition to any other remedy provided by law or pursuant to this Agreement, exercise one or more the following remedies:

- reduce the EC Contribution level;
- suspend the payment of any amount in respect of EC Contribution; or
- require the Recipient to repay all or part of the EC Contribution disbursed, with interest, calculated in accordance with the Interest and Administration Charges Regulations, SOR/96-188 from the date of demand for repayment.

The fact that EC refrains from exercising a remedy or any right herein shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right by EC shall not prevent EC in any way from later exercising any other remedy or right under this Agreement or other applicable law.

c) Termination by Reason of Default

- In the event of default, EC may immediately terminate this Agreement by means of a written notice of default and termination given to the Recipient. EC may also exercise any lawful remedy that EC deems appropriate.
- Notwithstanding the foregoing, EC reserves the right, where EC determines that the Recipient's default is capable of cure and that a delay for these purposes is appropriate, to send a written notice of default specifying a cure period of no less than thirty (30) days from the date of the Recipient's deemed receipt of the notice and requiring that the Recipient provide EC with proof of the cure within that delay. At the end of the cure period, EC may proceed to give the Recipient written notice of default and termination of this Agreement, and EC may also exercise any other lawful remedy that EC deems appropriate.

d) Reduction or Termination at EC's Discretion

- At any time before the completion of the Project, EC may, by giving notice in writing to the Recipient, reduce the EC Contribution or terminate this Agreement.
- In the case of a reduction to the EC Contribution, the reduction notice shall give the Recipient sixty (60) days written notice of that reduction in the EC Contribution. Subject to the maximum amount of the EC Contribution under Section 5 of this Agreement and any limits on Eligible Expenditures imposed within the reduction notice, EC shall reimburse the Recipient for any Eligible Expenditures incurred and claimed to the effective date of the

reduction. The Parties understand that any such reduction may affect the full implementation of the Project which may require amending the Agreement in accordance with Section 24 of Appendix A.

- In the case of termination of this Agreement, the termination notice shall give the Recipient sixty (60) days written notice of the termination. Subject to the maximum amount of the EC Contribution under Section 5 of this Agreement and any limits on Eligible Expenditures imposed within the termination notice, EC shall reimburse the Recipient for any Eligible Expenditures incurred and claimed to the effective date of the notice of termination. The funding obligations of EC shall cease as of the effective date of termination.

12. NO PARTNERSHIP

The Parties acknowledge no principal-agent, employer-employee, partnership or joint venture is created by virtue of this Agreement and that the Recipient shall not represent itself as an agent, employee or partner of EC, including in any agreement with a third party.

13. CONFLICT OF INTEREST

The Recipient confirms and warrants that it has, for the duration of this Agreement, no interest, pecuniary or otherwise, in any business matter that would put it in an real and/or apparent conflict of interest. The Recipient shall immediately notify EC, in writing, should any real and/or apparent conflict of interest exist or arise that could have a direct impact on EC's contribution to the Project.

14. PUBLIC ACKNOWLEDGEMENT

Due acknowledgement of EC's contribution for the Project shall be made in the Recipient's publications, public information releases, advertising, promotional announcements, activities, speeches, lectures, interviews, ceremonies and its web site.

EC shall provide the Recipient with the necessary templates and/or electronic files containing the logos and/or acknowledgement statements to be used.

The Recipient shall provide EC with final copies of any document or material utilizing the EC logo, Government of Canada logo and/or acknowledgement statements prior to printing or distribution, for EC approval of the use of said logos and/or acknowledgement statements.

Due acknowledgement consists of including the following in both appropriate official languages:

This project was undertaken with the financial support of:

Ce projet a été réalisé avec l'appui financier de :



Environnement
Canada

Environnement
Canada

The EC logo can not be used without the statement.

If space does not permit, the following statement only is to be used:

**This project was undertaken with the financial support
of the Government of Canada through the federal
Department of the Environment.**

**Ce projet a été réalisé avec l'appui financier
du gouvernement du Canada agissant par l'entremise
du ministère fédéral de l'Environnement.**

15. CONFIDENTIALITY

a) "Confidential Information" means confidential, private or secret information in all material forms and however fixed, stored, expressed or embodied (and includes, without limitation, samples, prototypes, specimens and derivatives) that is disclosed by the Parties to each other during discussions, telephone calls, meetings, tests, demonstrations, correspondence, any other exchange, communication or otherwise under this Agreement and includes, without limitation:

- all scientific, technical, business, financial, legal, marketing or strategic information;
- information that is non-public, protected, privileged or proprietary in nature, which may have actual or potential economic value, in part, from not being known; and
- information that is related to activities pursuant to this Agreement, irrespective of whether or not such information is specifically marked confidential or identified as confidential at the time of disclosure.

The responsibility rests with the disclosing Party to clearly mark all Confidential Information as "confidential", "private", "secret", "protected", or equivalent wording.

b) Confidential Information disclosed under this Agreement shall remain the exclusive property of the disclosing Party and the disclosure of the Confidential Information to the receiving Party shall in no way be deemed to be a grant of a licence or a proprietary right.

c) The receiving Party shall use the Confidential Information solely for the purposes for which it is disclosed, as indicated in writing by the disclosing party at the time of disclosure, and for no other purposes.

d) Unless the disclosing Party gives to the receiving Party its prior written consent to disclosure, the receiving party shall keep confidential, hold in confidence, safeguard and not disclose the Confidential Information to third parties.

- e) The receiving Party shall use all reasonable efforts and take such action as may be appropriate to prevent the unauthorized use or disclosure of, and to preserve the confidentiality of, all Confidential Information, including, without limitation:
- ensuring that the Confidential Information is disclosed only to those: who have a need to know for the purposes of this Agreement; who are subject to a contractual duty of confidentiality; and who are properly instructed to maintain the Confidential Information in confidence; and
 - safeguarding all Confidential Information against theft, damage or access by unauthorized persons by all reasonable means, including, without limitation, visitor control, controlled photocopier access, computer firewalls, secure computers, and physical security of facilities and computer networks.
- f) The receiving Party shall promptly notify the disclosing Party in writing if it has reason to believe that unauthorized use, possession, acquisition, dissemination or disclosure of any

Confidential Information has occurred, and the receiving Party shall use its reasonable endeavours to cooperate with any appropriate action taken by the disclosing Party to protect such Confidential Information.

- g) Upon termination of this Agreement or upon either Party's request, all Confidential Information in any form, including without limitation, any hard or electronic copies, shall be promptly returned to the disclosing Party or destroyed without reviewing any copies or excerpts thereof. The receiving Party shall have no right to continue any use of or disclose the Confidential Information in any way, whatsoever.
- h) Nothing in this Agreement shall be interpreted so as to preclude EC from disclosing information that EC may be required or ordered to disclose pursuant to any applicable federal laws, including, without limitation, the Access to information Act, R.S. 1985, c. A-1, the Privacy Act, R.S. 1985, c. P-21 or judicial order.

16. PRIVACY AND PERSONAL INFORMATION

The Parties shall conduct their activities in accordance with applicable legislation dealing with the protection of the privacy and personal information of individuals. For greater certainty, the Recipient shall ensure that its employees, agents and contractors are made fully aware of their obligations to protect personal information.

17. SUPPORTING DOCUMENTATION

The Recipient shall provide EC, as and when requested, all supporting documentation EC deems appropriate to enable EC to review and accept any request for payment. In such case, EC shall advise the Recipient of the appropriate level of detail and of any specific supporting documentation required.

18. AMOUNTS OWING TO THE FEDERAL GOVERNMENT

The Recipient attests to have declared any past-due amounts owing to the federal Crown under any legislation or any agreement with the federal Crown before the signing of this Agreement and agrees to declare any amounts owing to the federal Crown under any legislation or any agreement with the federal Crown that become past-due during the course of this Agreement.

The Recipient acknowledges that any amounts due to the Recipient pursuant to this Agreement may be set-off against any past-due amounts owing to the federal Crown.

19. ENVIRONMENTAL ASSESSMENT

- a) The Parties agree that the Canadian Environmental Assessment Act, 2012 S.C. 2012, c. 19, s. 52 (CEAA 2012) does not apply to the Project.
- b) If, as a result of changes to the Project or otherwise, the Project becomes a “designated project” as defined in subsection 2(1) of the CEAA 2012, the Recipient agrees that no EC Contribution or additional EC Contribution will become or will be payable by EC to the Recipient for the Project unless and until:
 - i. the Canadian Environmental Assessment Agency makes a decision that no environmental assessment of the Project is required and posts that decision on the “Internet site” as defined in the CEAA 2012; or
 - ii. (A) the decision statement with respect to the Project issued by the Minister of the Environment to the Recipient indicates that the Project is not likely to cause significant adverse environmental effects or that the significant adverse environmental effects that it is likely to cause are justified in the circumstances, and
(B) at the time that a claim is submitted for payment by the Recipient to EC, EC is of the opinion that the Recipient has complied or will comply with any conditions set out in the decision statement.
- c) If, as a result of changes to the Project or otherwise, the Project becomes a “project” as defined in section 66 of the CEAA 2012 and is therefore to be carried out on “federal lands” as defined in subsection 2(1) of the CEAA 2012 or outside Canada, the Recipient agrees that no EC Contribution or additional EC Contribution will become or will be payable by EC to the Recipient for the Project unless and until:
 - i. for a Project to be carried out on federal lands, EC determines that the Project is not likely to cause significant adverse environmental effects.
 - ii. for a Project to be carried out outside Canada:

(A) EC determines that the carrying out of the Project is not likely to cause significant adverse environmental effects, or

(B) EC determines that the carrying out of the Project is likely to cause significant adverse environmental effects and the Governor in Council decides that the significant adverse environmental effects that the project is likely to cause are justified in the circumstances; and

iii. at the time that a claim is submitted for payment by the Recipient to EC, EC is satisfied that the Recipient has complied or will comply with any conditions set out by EC, for the purpose of this Agreement, with respect to the determination referred to in subparagraph ii.

d) The Recipient will allow EC and its agents, employees, servants or contractors to access and enter at any time during reasonable hours upon any real property under the ownership or control of the Recipient for the purpose of ensuring that any conditions referred to in subparagraph c) iii) have been or will be complied with.

e) Failure to comply with any of the conditions referred to in subparagraph c) iii), is a cause for default in respect of this Agreement in accordance with Section 11 of Appendix A.

20. SUSTAINABLE DEVELOPMENT

The Recipient shall plan and implement the Project in a manner that promotes sustainable development and ensures the protection of the environment to the greatest extent possible.

21. INTELLECTUAL PROPERTY RIGHTS

"Intellectual Property Rights" means any and all intellectual property rights recognized by law, including but not limited to intellectual property rights protected through legislation.

a) Any Intellectual Property Rights created by the Recipient in association with the Project shall vest in and remain the property of the Recipient.

b) The Recipient hereby grants to EC a non-exclusive, unconditional, irrevocable, perpetual, worldwide, royalty-free right to exercise all Intellectual Property Rights that vest in the Recipient under 21a), for any public purpose except commercial exploitation in competition with the Recipient. EC's license includes the right to use, produce, publish, translate, reproduce, adapt, modify, disclose, share, distribute, and broadcast the intellectual property.

c) The Recipient shall further be responsible for providing to EC upon request, a written permanent waiver of moral rights (as this term is defined in the Copyright Act, R.S.C., c. C-42), from every author that contributes to the intellectual property which is subject to copyright protection.

22. DISCLAIMER

The Recipient shall include the following disclaimer in any public information releases, advertising, promotional announcements, activities, speeches, lectures, interviews, ceremonies and web sites when the Recipient expresses a view or opinion specifically relating or referring to the Project.

"The views expressed herein are solely those of Niagara Peninsula Conservation Authority"

"Les opinions exprimées dans ce document sont celles de Niagara Peninsula Conservation Authority"

23. SETTLEMENT OF DISPUTES

The Parties agree that any matter in dispute under this Agreement shall first be referred to senior officers of the Parties. If the matter cannot be resolved, it shall be submitted to a mediator as agreed upon by both Parties. The Parties shall bear the expenditures directly related to the mediation process equally.

24. AMENDMENTS

This Agreement may be amended by the mutual written consent of the Parties. To be valid, any amendment to this Agreement shall be in writing and signed by the Parties, while this Agreement is in force.

25. SURVIVAL OF TERMS

All representations and obligations contained in this Agreement on the part of each of the Parties expressly or by nature shall survive the early termination or the expiration of this Agreement until they are satisfied or until they expire by nature.

The following sections shall survive the termination of this Agreement:

- Agreement, Section 7c) – Final payment
- Agreement, Section 8 – Reporting
- Appendix A, Section 4 – Liability
- Appendix A, Section 5 – Audit
- Appendix A, Section 6 – Repayment
- Appendix A, Section 7 – Records
- Appendix A, Section 8 – Access to Records and Information
- Appendix A, Section 11 – Default, Remedies, Termination by Reason of Default, and Reduction or Termination at EC's Discretion
- Appendix A, Section 21 – Intellectual Property
- Appendix A, Section 25 – Survival of Terms

26. WAIVER OF RIGHTS

The waiver of any rights following any breach of any representation, warranty, covenant, obligation or agreement shall not be deemed to be a waiver of any further breach. No waiver is effective unless in writing.

27. LEGALITY

The Recipient shall ensure that the Project shall be conducted in compliance with all applicable laws.

APPENDIX #1 - GLSF - Agreement

APPENDIX B

Project Cashflow and Environment Canada Funding

2015-2016

Project Cashflow

Project Funding		TOTAL		
Contributor	Contributor Type	Cash	In-Kind	All Funding
Great Lakes Sustainability Fund	Environment Canada	135,000		135,000
Niagara Peninsula Conservation Authority	Provincial Government	50,000	85,000	135,000
Landowners	Other	60,000	40,000	100,000
Ducks Unlimited Canada	Other		20,000	20,000
Volunteers	Other		1,000	1,000
Ontario Ministry of Natural Resources and Forestry	Provincial Government		5,000	5,000
Ontario Ministry of the Environment and Climate Change	Provincial Government		10,000	10,000
City of Hamilton	Municipal Government		15,000	15,000
Ministry of Agriculture, Food and Rural Affairs	Provincial Government		3,000	3,000
Total Project Funding		245,000	179,000	424,000

Project Costs		TOTAL		
Cost Detail	Cost Category	Cash	In-Kind	All Funding
Staff Salaries	Salaries and Wages	70,000	47,500	117,500
Rental of office space	Overhead		8,000	8,000
Travel for projects	Travel		8,000	8,000
Supplies and materials for restoration projects	Material and supplies expenditures	56,000	90,000	146,000
Construction of restoration projects	Contractors	60,000		60,000
Lab analysis of water quality samples	Contractors	35,000	25,000	60,000
Landowner reimbursement for Best Management Practices projects	Further Disbursement of EC Funding to Final Recipients	24,000		24,000
Print Material, Signage	Communication and printing, production, and distribution expenditures		500	500
Total Project Funding		245,000	179,000	424,000

EC Funding		Apr, May, Jun	Jul, Aug, Sep	Oct, Nov, Dec	Jan, Feb, Mar	TOTAL		
Expenditure Detail	Expenditure Category	Cash	Cash	Cash	Cash	Cash	In-Kind	All Funding
Staff Salaries	Salaries and Wages	5,000	10,000	10,000	5,000	30,000		30,000
Supplies and materials for restoration projects	Material and supplies expenditures	8,000	4,000	4,000		16,000		16,000
Construction of restoration projects	Contractors	5,000	5,000	10,000	10,000	30,000		30,000
Lab analysis of water quality samples	Contractors	5,000	10,000	10,000	10,000	35,000		35,000
Landowner reimbursement for Best Management Practices projects	Further Disbursement of EC Funding to Final Recipients		10,000	10,000	4,000	24,000		24,000
Total Expenditures		23,000	39,000	44,000	29,000	135,000	0	135,000

Report To: Board of Directors

Subject: National Wetland Conservation Fund Agreement 2015/16

Report No: 80-15

Date: July 15, 2015

RECOMMENDATION:

That the NPCA enter into an agreement with Environment Canada (EC) to accept the National Wetland Conservation Fund (NWCF) grant of \$19,350 for the implementation of the Willoughby Marsh / Niagara River Corridor Wetland Improvement Project.

PURPOSE:

The purpose of this report is to:

- Present the NWCF funding agreement between Environment Canada and the NPCA (attached).
- Request NPCA Board approval to enter into the agreement with Environment Canada.

BACKGROUND:

In Canada, more than 200 bird species and over 50 species of mammals depend on wetlands for food and habitat. Canadian wetlands provide enormous benefits to people by protecting against floods, controlling erosion, improving water quality, feeding water into streams, replenishing groundwater supplies and supporting a host of recreational activities.

The federal government is funding a new \$50-million National Wetland Conservation Fund (NWCF) which will support projects that aim to restore degraded or lost wetlands, enhance degraded wetlands, help identify areas where restoration should be prioritized and monitor the impacts of these efforts through scientific assessments.

DISCUSSION

The NPCA was successful in securing \$19,350.00 from the NWCF fund for the creation of a wetland project titled the Willoughby Marsh / Niagara River Corridor Wetland Improvement Project. The project is located on private lands beside the Willoughby Marsh Conservation Area.

Willoughby Marsh Conservation Area is a 232 hectare swamp ecosystem located in south Niagara Falls. Willoughby Marsh is a provincially significant wetland that supplies the headwaters of Black, Usher, and Tee Creeks. It is one of the largest forested wetlands in the Niagara Peninsula, and contains swamp, marsh and Carolinian Forest communities and associated species including Sandhill Crane, Red-headed Woodpecker, white tailed deer and

numerous species of ducks. This natural area provides a wilderness setting with no formal trails. Bird watching, seasonal hunting and passive recreational activities can be enjoyed at this site.

The NPCA looks for opportunities to expand the habitat of existing protected areas. Increasing the protection of natural areas through additional "buffering" can limit adjacent human disturbance, serve as wildlife corridors, limit the spread of non-natives, and provide long-term benefits for wetland species and the public who enjoy these places for multiple uses including recreation and education.

Staff successfully negotiated the wetland restoration opportunity with a landowner adjacent to the Willoughby Marsh Conservation Area. The project site is also located within the Niagara River Remedial Action Plan (RAP) Area of Concern (AOC). The project goal is to construct a 2 acre marsh wetland with naturalization through the planting of wetland species including trees, shrubs, grasses, sedges, etc. The project will be initiated in the summer of 2015 and will be completed by the fall of 2015. The goals of the NWCF program align well with the goals and objectives of the NPCA's restoration program.

FINANCIAL IMPLICATIONS:

The requested funding contribution from GLSF is included in the 2015/16 budget.

RELATED REPORTS AND APPENDICES:

1. 2015/16 NWCF Partnership Agreement
2. Project location map

Prepared by:


Jocelyn Baker
Supervisor, Watershed Restoration

Reviewed by:


Peter Graham P.Eng.
Director, Watershed Management

Submitted by:


Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

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

APPENDIX #1 - National Wetland Conservation Fund Agreement

CONTRIBUTION AGREEMENT

BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of the Environment who is responsible for
Environment Canada ("EC")

AND Niagara Peninsula Conservation Authority
("Recipient")

Project Title: Willoughby Marsh / Niagara River Corridor Wetland Improvement Project

Whereas EC is responsible for the Transfer Payment Program entitled "Biodiversity - Wildlife and Habitat", which provides the authority to enter into this Agreement under the program: National Wetland Conservation Fund (NWCF) ("EC Program") ;

Whereas the Recipient is eligible and has the capacity to carry out the Project;

Whereas the Recipient is providing or has secured additional funds from other interested parties totalling \$19,320 and thereby is meeting the EC Program requirement to obtain funding from other sources;

Whereas the Recipient shall not generate profit as a direct result of the Project directly supported by this agreement;

Whereas EC wishes to provide financial assistance to the Recipient to enable it to undertake the Project;

Whereas EC and the Recipient enter into this Agreement recognizing that the Recipient has begun the Project and incurred related costs, EC may, pursuant to the terms and conditions of this Agreement, reimburse the Recipient for Eligible Expenditures incurred as of May 04, 2015;

Whereas the financial payment to the Recipient shall not directly result in EC acquiring a good or service from the Recipient; and,

Whereas this Agreement is the instrument under which EC's contribution shall be made;

Now, therefore, this Agreement witnesses that in consideration of the mutual promises and agreements hereinafter set out, EC and the Recipient ("Parties") agree as follows:

1. DEFINITIONS

Unless the context otherwise requires:

APPENDIX #1 - National Wetland Conservation Fund Agreement

"Agreement" - means this document along with the appendices and schedules in following list which together form an integral part of this Agreement, and together constitute the entire agreement between the Parties, superseding all previous agreements, documents, representations, negotiations, understandings and undertakings related to its subject matter. The Recipient acknowledges having read the Agreement and agrees with the contents.

- Appendix A – General Terms and Conditions,
- Appendix B – Project Cashflow and Environment Canada Funding,
- Appendix C – Payment Request Form,
- Appendix D – Reporting Templates,
- Appendix E – Details on Project Activities and Expected Results, which describes the project in more detail.

"Advance Payment" means a payment made by EC under the terms of this Agreement before the performance of that part of the Agreement in respect of which the payment is made. Advance Payments are not accountable advances in the context of Section 38 of the Financial Administration Act and the Accountable Advance Regulations.

"EC Contribution" means the contribution referred to in Section 5a).

"Eligible Expenditure" means an expenditure incurred by the Recipient between May 04, 2015 and the Agreement End Date, according to the terms and conditions of Section 6.

"Fiscal Period" means the period or part of the period commencing April 1 and ending March 31 of any year during the Agreement.

"In Kind Contribution" means the cash-equivalent contribution in the form of a useful and valuable good, service or other support provided to the Project, for which no cash is exchanged but that is essential to the Project and that would have to be purchased on the open market, or through negotiation with the provider, if it were not provided.

"Project" means the project, activities or initiatives described in Section 4a) and detailed in Appendix E – Details on Project Activities and Expected Results.

"Total Canadian Government Funding" means the total cash and in-kind funding available to the Recipient for the Project from federal, provincial, territorial and municipal governments.

"Total Contribution" means the total value of the cash and in-kind contributions from all sources secured for expenditures related to the Project, as set out in Section 5b).

2. DURATION

APPENDIX #1 - National Wetland Conservation Fund Agreement

This Agreement comes into force on the date of last signature ("Effective Date") and ends on March 31, 2016 ("Agreement End Date") unless this Agreement is terminated earlier in accordance with the terms of the Agreement.

The Project shall be completed by the Agreement End Date.

3. PURPOSE & EXPECTED RESULTS

The purpose of this Agreement is to establish the terms and conditions for the provision of EC's Contribution to the Recipient.

EC's Contribution shall enable the Recipient to construct a one acre wetland pocket adjacent to the Willoughby Marsh Conservation Area near Niagara Falls, Ontario. Through the planting of wetland species including trees, shrubs, grasses, and sedges, the neighbouring property will also be re-naturalized.

This Agreement supports the objectives of the following EC program activity: 1.1.4 - Habitat Conservation Partnerships, with the expected result(s) of:

- i. Individuals and organizations are increasingly engaged in priority activities related to the conservation of wildlife, in particular migratory birds and species at risk.
- ii. Priority habitats for migratory birds and species at risk are conserved by partners through stewardship and protection.
- iii. Factors limiting priority species at risk and migratory bird populations are reduced by partners.

4. ACTIVITIES, PROJECT OR INITIATIVE BEING FUNDED

- a) In order to achieve the expected results, the Recipient shall undertake the Project. The EC Contribution shall support, in whole or in part, the following key Project activities:
 - i. Please see Appendix E – Details on Project Activities and Expected Results attached to this Agreement, which describes the Project activities in detail.

5. MAXIMUM AMOUNT OF CONTRIBUTION

- a) EC agrees, subject to the terms and conditions of this Agreement, to contribute towards the Eligible Expenditures set out in this Agreement incurred by the Recipient to undertake the Project, up to a maximum amount of \$19,320 cash.
- b) The Total Contributions secured or provided by the Recipient for the Project is \$38,640.
- c) Of this total, the Total Canadian Government Funding (cash and in-kind) is \$30,320 which represents 78% of the Total Contributions (cash and in-kind).

APPENDIX #1 - National Wetland Conservation Fund Agreement

d) By the Effective Date the Recipient provided, and EC accepted, a project cashflow for the duration of Project as set out in Appendix B – Project Cashflow and Environment Canada Funding. EC's cash contribution shall be based on the agreed upon cashflow requirements, and the maximum amounts to be available for each Fiscal Period are as follows:

- for the Fiscal Period 2015-2016 in the amount of \$19,320

e) The Recipient shall immediately advise EC if any amount of the EC Contribution provided will not be (or has not been) spent within the current Fiscal Period. If EC is advised prior to the end of the Fiscal Period, then EC will determine the follow-up actions required, which may include amending the Agreement and/or requiring a repayment to EC. If EC is advised at or subsequent to the end of the Fiscal Period then the Recipient shall be required to repay to EC the balance within 30 days following the end of that Fiscal Period.

6. ELIGIBLE EXPENDITURES

a) The following shall be Eligible Expenditures, if directly incurred for the purposes of the Project and if the terms and conditions set out in this Agreement are met by the Recipient, at the satisfaction of EC:

- Equipment rentals
- The eligible expenditures above include any GST/HST that is not reimbursable by the Canada Revenue Agency and any PST not reimbursable by the Provinces

No overhead shall be included in the eligible expenditures in this Section.

b) Expenditures, other than those herein allowed, are ineligible unless specifically approved in writing by EC prior to the time the expenditures are incurred.

7. BASIS AND METHOD OF PAYMENT

a) Basis of Payment

Within the limits of Section 5 of the Agreement and Section 19 of Appendix A, and upon receipt and acceptance of any required reports and/or forms under this Agreement, and in accordance with EC's policies and the applicable laws relating to financial administration, as amended from time to time, EC agrees to pay the Recipient up to the maximum amount specified in Section 5a).

b) Method of Payment

APPENDIX #1 - National Wetland Conservation Fund Agreement

- i. The Recipient is eligible to receive payments for EC's Contribution stated in Section 5d) in advance of incurring eligible expenditures and/or in advance of being able to provide an accounting to EC of the final type and amount of eligible expenditure incurred.

To be eligible for an advance payment, the Recipient shall demonstrate the need for the requested advance payment by attaching the required supporting documents and information outlined in the prescribed form provided in Appendix C – Payment Request Form.

If, at any time during the life of the Project, the Recipient determines that an advance is not needed, or can not sufficiently demonstrate the need for an advance payment, then the Recipient shall be reimbursed for the eligible expenditures incurred.

Requests for payment may be submitted at any time during the Fiscal Period, but typically not more frequently than four times per Fiscal Period. The Recipient shall submit to EC requests for payment using the prescribed form provided in Appendix C – Payment Request Form.

- ii. A requested payment shall not result in total payments for the Fiscal Period exceeding the total EC Contribution for the Fiscal Period as set out in Section 5d).

The Recipient may request a new advance without accounting for the use of any previous advance(s) as long as the following maximum unaccounted advance balances are not exceeded:

- 2015-2016: \$17,388

EC must respect the requirement to withhold the final payment, per Section 7c), and may be required to reduce any advance requests accordingly.

EC may further limit the maximum unaccounted advance balances. EC shall communicate any such restrictions to the Recipient, and amend this Agreement accordingly.

- iii. Should the Recipient request an advance that would otherwise cause the maximum unaccounted advance balance stated in Section 7b)ii to be exceeded, then the Recipient shall either:
 - reduce the amount of advance requested to remain within the maximum unaccounted advance balance, or,
 - account for some or all of any previous advance(s) when requesting the new advance, such that the cumulative advance unaccounted for by the Recipient does not exceed the maximum unaccounted advance balance.

APPENDIX #1 - National Wetland Conservation Fund Agreement

The Recipient shall account for the use of some or all of any previous advance(s) by completing the prescribed form provided in Appendix C – Payment Request Form.

c) Final Payment

During the final Fiscal Period EC shall withhold a minimum of \$1,932 of EC's Contribution allocated to the final Fiscal Period. EC shall issue the final payment to reimburse the unpaid balance of Eligible Expenditures upon receipt and acceptance by EC of the final report(s) required by Section 8. The Recipient shall submit the request for final payment with the final report(s) required by Section 8.

8. REPORTING

a) Financial Reporting

Cash Flow Statement

By the Effective Date of this Agreement, the Recipient has provided and both Parties have agreed to a cashflow statement for the entire period specified in Section 2, as detailed in Appendix B – Project Cashflow and Environment Canada Funding.

Financial Forecasting

By September 30 and December 31 the Recipient shall provide a financial forecast of the expenditures pertaining to the balance of the Fiscal Period.

Final Reporting

Following completion of the Project the Recipient shall, no later than 30 days after the Agreement End Date as referred to in Section 2, provide a final financial report including:

- a Project income and expenditure summary which shall identify all sources and use of the total Project funds over the duration of the entire Agreement;
- a statement detailing the use of EC's Contribution provided over the duration of the entire Agreement, including an explanation of any financial variances.

The accounting of total Project funding shall confirm that the Recipient continued to meet the eligibility requirements of the EC Program and identifies the need for any repayment, in part or in whole, of EC's financial contribution described in Section 5.

Per Section 7c), the Recipient shall submit the final request for payment when submitting the final report(s).

Certification / Attestation

All Financial Reports submitted by the Recipient shall be certified by a senior officer of the Recipient's organization (such as a CEO or CFO) attesting to the correctness and completeness of the financial information provided.

b) Project Activity Progress Reporting

APPENDIX #1 - National Wetland Conservation Fund Agreement

Project Description

By the Effective Date of this Agreement, the Recipient has provided and both Parties have agreed upon a Project description for the entire period specified in Section 2.

Ongoing Communication

The Recipient shall make all reasonable efforts to respond to ad-hoc requests by EC for information on Project progress. The Recipient shall also advise EC immediately of any substantial events that could impact the Project timeline or cashflow requirements.

Final Reporting

Following completion of the Project the Recipient shall, no later than 30 days after the Agreement End Date as referred to in Section 2, provide a Project Performance Report with Project highlights, description of outcomes with respect to results set out in Section 3, quantitative and qualitative description of the accomplishments / success of the Project; challenges faced and solutions found, information on results (negative or positive) that were not anticipated, and lessons learned.

Per Section 7c), the Recipient shall submit the final request for payment when submitting the final report(s).

- c) The Recipient shall provide the reports required by Section 8 using the templates provided by EC in Appendix D – Reporting Templates, or an alternative format as pre-approved by EC.

9. COMMUNICATIONS AND REQUESTS FOR PAYMENT

- a) Any request for payment or notice or other formal communication between the Parties shall be:
- i. delivered personally; or
 - ii. scanned and sent by email; or
 - iii. mailed by registered mail, return receipt requested; or
 - iv. sent by facsimile transmission, proof of transmission required, and addressed as follows:

for EC:

Department of the Environment
Patrick Rivers, Wetlands Funding Officer
Environmental Stewardship
4905 Dufferin Street
Toronto, Ontario
Canada, M3H 5T4

for the Recipient:

Niagara Peninsula Conservation Authority
Jocelyn Baker, Supervisor, Watershed Restoration

APPENDIX #1 - National Wetland Conservation Fund Agreement

250 Thorold Road
Welland , Ontario
Canada, L3C 3W2

- b) If such notice or other formal communication is delivered in person, it shall be deemed to have been received on the date of delivery. If such notice is sent by registered mail, it shall be deemed to have been received by the party on the fifth business day following the day it is so mailed, or on the day it is received whichever is earlier. If the notice is sent by email or facsimile transmission, it shall be deemed to be received as of the date of the transmission, and for facsimile as evidenced by an automated confirmation of transmissions.

APPENDIX #1 - National Wetland Conservation Fund Agreement

10. SIGNATURES

The Parties have executed this Agreement by the hands of their duly authorized officers as follows:

For Niagara Peninsula Conservation Authority

By: _____
(print name)

Title: _____
(print title)

Signature: _____

I represent and warrant that I am duly authorized to bind Niagara Peninsula Conservation Authority

Signed this ____ day of _____, 20____

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of the Environment who is responsible for Environment Canada

By: Lesley Dunn

Title: Manager, Ecosystem Conservation

Signature: _____

Signed this ____ day of _____, 20____

APPENDIX A **GENERAL TERMS AND CONDITIONS**

1. APPROPRIATION

Payment of the EC Contribution shall be made at EC's discretion, which shall not be unreasonably withheld, and shall be subject to an annual appropriation of funds by the Parliament of Canada for the Fiscal Period in which any payment is to be made.

EC may reduce or terminate the EC Contribution in response to a reduction or a denial of an appropriation by the Parliament of Canada in accordance with Section 11d) of Appendix A.

2. ALLOCATION

EC may, in accordance with Section 11d) of Appendix A, reduce or terminate the EC Contribution in response to the Government of Canada's annual budget, a parliamentary, governmental or departmental spending decision, or a restructuring or re-ordering of the federal mandate and responsibilities that impact on the EC Program under which this Agreement is made.

3. PERSONS NOT TO BENEFIT AND LOBBYISTS

The Recipient warrants that:

- a) no current or former public servant or public office holder to whom the Conflict of Interest Act, the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service applies shall derive direct benefit from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes;
- b) no member of the Senate or the House of Commons shall be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public;
- c) no bribe, gift, or other inducement has been paid, given, promised or offered to any person for, or with a view to, the obtaining of this Agreement by the Recipient;
- d) it has not employed any person to solicit or secure this Agreement upon any agreement for commission, percentage, brokerage or contingent fee; and,
- e) it and any person lobbying on its behalf to obtain the contribution under this Agreement or any benefit hereto related and who is required to be registered pursuant to the Lobbying Act, is registered pursuant to that Act

APPENDIX #1 - National Wetland Conservation Fund Agreement

4. LIABILITY

The Recipient shall indemnify and save harmless Canada, EC, its officers, servants and agents from and against all liability, loss, damages, costs and expenses, including reasonable solicitor/client fees, administrative fees and disbursements, and from all claims, demands, actions, or any other proceeding whatsoever and by whomever made, for personal injury, death, environmental effect or property damage, arising directly or indirectly and whether by reason of anything done or omitted to be done, as a result of negligence or otherwise, from the performance or any default or delay in performance of the Recipient's obligations under this Agreement.

EC shall not be liable for any loan, capital lease or other long-term obligation in relation to the Project for which the contribution is provided.

5. AUDIT

EC may request, at its sole discretion, that an audit of the Recipient's financial statements, as they relate to this Project, be conducted at any point in time. The audit shall be carried out by an independent accredited auditor and be in accordance with the audit scope determined by EC and at EC's expense.

6. REPAYMENT

An amount paid by Canada as part of the EC Contribution or which is treated as such pursuant to the terms of this Agreement, and to which the Recipient is not entitled according to the terms of this Agreement shall be repayable to Canada and until repaid constitutes a debt due to Canada. EC shall deduct any such amount from subsequent payments of the EC Contribution or, if such amount is determined in or after the final Fiscal Period, the Recipient shall repay the amount within thirty (30) days of receiving written notification by EC. Interest shall be due and payable in accordance with the Interest and Administrative Charges Regulations SOR/96-188 made under the federal Financial Administration Act.

7. RECORDS

The Recipient agrees to keep proper accounts and records of the revenues and expenditures for the subject matter of the Agreement, including all invoices, receipts and vouchers relating thereto for a period of six years after the expiration or early termination of the Agreement.

8. ACCESS TO RECORDS AND INFORMATION

Subject to applicable access and privacy legislation and case law, the Recipient shall allow representatives of EC to have access to any records, information, databases, audit and evaluation reports and such information that may be in any way relative to the project, as EC may request during the life of the Agreement or within six years after its early termination or expiration.

9. ACCESS TO PREMISES

The Recipient agrees to give access to EC, by giving a five business day notice to the Recipient, to visit the premises or site where the Project is being carried out in order to review and assess the progress of the Project and compliance with the Agreement. The Recipient will provide such access only when the Recipient has control of the site or premises and authority to grant access.

10. CONSENT TO DISCLOSURE

The Recipient consents to the public disclosure by EC of any information provided under this Agreement, including without limitation information which relates to activities and objectives which are the subject of this Agreement, except where such information would not be disclosed pursuant to Section 20 of the Access to Information Act R.S.C. 1985, c. A-1. It is expressly agreed that EC may disclose, among other information, the following elements of information:

- a) Name of the Recipient;
- b) Maximum amount of the contribution;
- c) Purpose of the Agreement;
- d) Activities to be undertaken under the Agreement
- e) Duration of the Agreement; and
- f) Analysis, audit and evaluation reports relating to the Project performed by either of the Parties.

11. DEFAULT, REMEDIES, TERMINATION BY REASON OF DEFAULT AND REDUCTION OR TERMINATION AT EC's DISCRETION

a) Default

EC may declare a default under this Agreement if any of the following events occur:

- the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors, ceases to actively carry on a business or is subject to an order made or resolution passed for the winding-up of the operations of the Recipient;
- the Recipient has submitted false or misleading information to EC or has made a false or misleading representation in respect of any matter related to this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to EC's satisfaction;
- EC, at its discretion concludes, pursuant to a review of any of the financial reports submitted pursuant to Section 5, that a material discrepancy exists between the actual revenues and

APPENDIX #1 - National Wetland Conservation Fund Agreement

expenditures incurred by the Recipient to date and the forecast amounts set out in Appendix B or between the results attained by the Recipient to date and those that could reasonably be expected to have been attained at that point in time;

- the Recipient is no longer eligible under the eligibility requirements of the EC Program;
- the Recipient fails to complete the Project on the terms and conditions herein; and/or
- the Recipient fails to perform or comply with any term, condition, or other obligation contained in this Agreement for which it has responsibility.

b) Remedies

If EC declares that an event of default has occurred, EC may, in addition to any other remedy provided by law or pursuant to this Agreement, exercise one or more the following remedies:

- reduce the EC Contribution level;
- suspend the payment of any amount in respect of EC Contribution; or
- require the Recipient to repay all or part of the EC Contribution disbursed, with interest,

calculated in accordance with the Interest and Administration Charges Regulations, SOR/96-188 from the date of demand for repayment.

The fact that EC refrains from exercising a remedy or any right herein shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right by EC shall not prevent EC in any way from later exercising any other remedy or right under this Agreement or other applicable law.

c) Termination by Reason of Default

- In the event of default, EC may immediately terminate this Agreement by means of a written notice of default and termination given to the Recipient. EC may also exercise any lawful remedy that EC deems appropriate.
- Notwithstanding the foregoing, EC reserves the right, where EC determines that the Recipient's default is capable of cure and that a delay for these purposes is appropriate, to send a written notice of default specifying a cure period of no less than thirty (30) days from

the date of the Recipient's deemed receipt of the notice and requiring that the Recipient provide EC with proof of the cure within that delay. At the end of the cure period, EC may proceed to give the Recipient written notice of default and termination of this Agreement, and EC may also exercise any other lawful remedy that EC deems appropriate.

d) Reduction or Termination at EC's Discretion

- At any time before the completion of the Project, EC may, by giving notice in writing to the Recipient, reduce the EC Contribution or terminate this Agreement.
- In the case of a reduction to the EC Contribution, the reduction notice shall give the Recipient sixty (60) days written notice of that reduction in the EC Contribution. Subject to the maximum amount of the EC Contribution under Section 5 of this Agreement and any limits on Eligible Expenditures imposed within the reduction notice, EC shall reimburse the Recipient for any Eligible Expenditures incurred and claimed to the effective date of the

APPENDIX #1 - National Wetland Conservation Fund Agreement

reduction. The Parties understand that any such reduction may affect the full implementation of the Project which may require amending the Agreement in accordance with Section 24 of Appendix A.

- In the case of termination of this Agreement, the termination notice shall give the Recipient sixty (60) days written notice of the termination. Subject to the maximum amount of the EC Contribution under Section 5 of this Agreement and any limits on Eligible Expenditures imposed within the termination notice, EC shall reimburse the Recipient for any Eligible Expenditures incurred and claimed to the effective date of the notice of termination. The funding obligations of EC shall cease as of the effective date of termination.

12. NO PARTNERSHIP

The Parties acknowledge no principal-agent, employer-employee, partnership or joint venture is created by virtue of this Agreement and that the Recipient shall not represent itself as an agent, employee or partner of EC, including in any agreement with a third party.

13. CONFLICT OF INTEREST

The Recipient confirms and warrants that it has, for the duration of this Agreement, no interest, pecuniary or otherwise, in any business matter that would put it in a real and/or apparent conflict of interest. The Recipient shall immediately notify EC, in writing, should any real and/or apparent conflict of interest exist or arise that could have a direct impact on EC's contribution to the Project.

14. PUBLIC ACKNOWLEDGEMENT

Due acknowledgement of the Government of Canada's contribution for the Recipient's project shall be made in all communications products, such as publications, public information releases, advertising, promotional announcements, activities, speeches, lectures, interviews, ceremonies and websites.

Environment Canada shall provide the Recipient with the necessary templates and electronic files containing the logos, templates and acknowledgement statements to be used.

The NCP identifier must always be displayed with the public acknowledgement text along with the Canada Wordmark. For communications products with very limited space, the NCP public acknowledgement text may appear alone (as outlined below).

The Recipient shall provide EC with final copies of any document or material utilizing the NCP identifier, Canada Wordmark and/or acknowledgement statements prior to printing or distribution, for EC approval of the use of said logos and/or acknowledgement statements.

Due acknowledgement consists of including the following in both official languages (English first or French first):

APPENDIX #1 - National Wetland Conservation Fund Agreement

This project was undertaken with the financial support of the Government of Canada.

Ce projet a été réalisé avec l'appui financier du gouvernement du Canada.



Canada



Canada

This project was undertaken with the financial support of the Government of Canada.
Ce projet a été réalisé avec l'appui financier du gouvernement du Canada.

For the acknowledgement of the Government of Canada's contribution, the National Conservation Plan identifier must always be displayed with the Government of Canada Wordmark and with the statement.

15. CONFIDENTIALITY

- a) "Confidential Information" means confidential, private or secret information in all material forms and however fixed, stored, expressed or embodied (and includes, without limitation, samples, prototypes, specimens and derivatives) that is disclosed by the Parties to each other during discussions, telephone calls, meetings, tests, demonstrations, correspondence, any other exchange, communication or otherwise under this Agreement and includes, without limitation:
- all scientific, technical, business, financial, legal, marketing or strategic information;
 - information that is non-public, protected, privileged or proprietary in nature, which may have actual or potential economic value, in part, from not being known; and
 - information that is related to activities pursuant to this Agreement, irrespective of whether or not such information is specifically marked confidential or identified as confidential at the time of disclosure.

APPENDIX #1 - National Wetland Conservation Fund Agreement

The responsibility rests with the disclosing Party to clearly mark all Confidential Information as "confidential", "private", "secret", "protected", or equivalent wording.

- b) Confidential Information disclosed under this Agreement shall remain the exclusive property of the disclosing Party and the disclosure of the Confidential Information to the receiving Party shall in no way be deemed to be a grant of a licence or a proprietary right.
- c) The receiving Party shall use the Confidential Information solely for the purposes for which it is disclosed, as indicated in writing by the disclosing party at the time of disclosure, and for no other purposes.
- d) Unless the disclosing Party gives to the receiving Party its prior written consent to disclosure, the receiving party shall keep confidential, hold in confidence, safeguard and not disclose the Confidential Information to third parties.
- e) The receiving Party shall use all reasonable efforts and take such action as may be appropriate to prevent the unauthorized use or disclosure of, and to preserve the confidentiality of, all Confidential Information, including, without limitation:
 - ensuring that the Confidential Information is disclosed only to those: who have a need to know for the purposes of this Agreement; who are subject to a contractual duty of confidentiality; and who are properly instructed to maintain the Confidential Information in confidence; and
 - safeguarding all Confidential Information against theft, damage or access by unauthorized persons by all reasonable means, including, without limitation, visitor control, controlled photocopier access, computer firewalls, secure computers, and physical security of facilities and computer networks.
- f) The receiving Party shall promptly notify the disclosing Party in writing if it has reason to believe that unauthorized use, possession, acquisition, dissemination or disclosure of any Confidential Information has occurred, and the receiving Party shall use its reasonable endeavours to cooperate with any appropriate action taken by the disclosing Party to protect such Confidential Information.
- g) Upon termination of this Agreement or upon either Party's request, all Confidential Information in any form, including without limitation, any hard or electronic copies, shall be promptly returned to the disclosing Party or destroyed without reviewing any copies or excerpts thereof. The receiving Party shall have no right to continue any use of or disclose the Confidential Information in any way, whatsoever.
- h) Nothing in this Agreement shall be interpreted so as to preclude EC from disclosing information that EC may be required or ordered to disclose pursuant to any applicable federal laws, including, without limitation, the Access to information Act, R.S. 1985, c. A-1, the Privacy Act, R.S. 1985, c. P-21 or judicial order.

16. PRIVACY AND PERSONAL INFORMATION

The Parties shall conduct their activities in accordance with applicable legislation dealing with the protection of the privacy and personal information of individuals. For greater certainty, the Recipient shall ensure that its employees, agents and contractors are made fully aware of their obligations to protect personal information.

17. SUPPORTING DOCUMENTATION

The Recipient shall provide EC, as and when requested, all supporting documentation EC deems appropriate to enable EC to review and accept any request for payment. In such case, EC shall advise the Recipient of the appropriate level of detail and of any specific supporting documentation required.

18. AMOUNTS OWING TO THE FEDERAL GOVERNMENT

The Recipient attests to have declared any past-due amounts owing to the federal Crown under any legislation or any agreement with the federal Crown before the signing of this Agreement and agrees to declare any amounts owing to the federal Crown under any legislation or any agreement with the federal Crown that become past-due during the course of this Agreement.

The Recipient acknowledges that any amounts due to the Recipient pursuant to this Agreement may be set-off against any past-due amounts owing to the federal Crown.

19. ENVIRONMENTAL ASSESSMENT

a) The Parties agree that the Canadian Environmental Assessment Act, 2012 S.C. 2012, c. 19, s. 52 (CEAA 2012) does not apply to the Project.

b) If, as a result of changes to the Project or otherwise, the Project becomes a “designated project” as defined in subsection 2(1) of the CEAA 2012, the Recipient agrees that no EC Contribution or additional EC Contribution will become or will be payable by EC to the Recipient for the Project unless and until:

- i. the Canadian Environmental Assessment Agency makes a decision that no environmental assessment of the Project is required and posts that decision on the “Internet site” as defined in the CEAA 2012; or
- ii. (A) the decision statement with respect to the Project issued by the Minister of the Environment to the Recipient indicates that the Project is not likely to cause significant adverse environmental effects or that the significant adverse

APPENDIX #1 - National Wetland Conservation Fund Agreement

environmental effects that it is likely to cause are justified in the circumstances, and

(B) at the time that a claim is submitted for payment by the Recipient to EC, EC is of the opinion that the Recipient has complied or will comply with any conditions set out in the decision statement.

c) If, as a result of changes to the Project or otherwise, the Project becomes a "project" as defined in section 66 of the CEAA 2012 and is therefore to be carried out on "federal lands" as defined in subsection 2(1) of the CEAA 2012 or outside Canada, the Recipient agrees that no EC Contribution or additional EC Contribution will become or will be payable by EC to the Recipient for the Project unless and until:

i. for a Project to be carried out on federal lands, EC determines that the Project is not likely to cause significant adverse environmental effects.

ii. for a Project to be carried out outside Canada:

(A) EC determines that the carrying out of the Project is not likely to cause significant adverse environmental effects, or

(B) EC determines that the carrying out of the Project is likely to cause significant adverse environmental effects and the Governor in Council decides that the significant adverse environmental effects that the project is likely to cause are justified in the circumstances; and

iii. at the time that a claim is submitted for payment by the Recipient to EC, EC is satisfied that the Recipient has complied or will comply with any conditions set out by EC, for the purpose of this Agreement, with respect to the determination referred to in subparagraph ii.

d) The Recipient will allow EC and its agents, employees, servants or contractors to access and enter at any time during reasonable hours upon any real property under the ownership or control of the Recipient for the purpose of ensuring that any conditions referred to in subparagraph c) iii) have been or will be complied with.

e) Failure to comply with any of the conditions referred to in subparagraph c) iii), is a cause for default in respect of this Agreement in accordance with Section 11 of Appendix A.

20. SUSTAINABLE DEVELOPMENT

The Recipient shall plan and implement the Project in a manner that promotes sustainable development and ensures the protection of the environment to the greatest extent possible.

21. INTELLECTUAL PROPERTY RIGHTS

"Intellectual Property Rights" means any and all intellectual property rights recognized by law, including but not limited to intellectual property rights protected through legislation.

- a) Any Intellectual Property Rights created by the Recipient in association with the Project shall vest in and remain the property of the Recipient.
- b) The Recipient hereby grants to EC a non-exclusive, unconditional, irrevocable, perpetual, worldwide, royalty-free right to exercise all Intellectual Property Rights that vest in the Recipient under 21a), for any public purpose except commercial exploitation in competition with the Recipient. EC's license includes the right to use, produce, publish, translate, reproduce, adapt, modify, disclose, share, distribute, and broadcast the intellectual property.
- c) The Recipient shall further be responsible for providing to EC upon request, a written permanent waiver of moral rights (as this term is defined in the Copyright Act, R.S.C., c. C-42), from every author that contributes to the intellectual property which is subject to copyright protection.

22. DISCLAIMER

The Recipient shall include the following disclaimer in any public information releases, advertising, promotional announcements, activities, speeches, lectures, interviews, ceremonies and web sites when the Recipient expresses a view or opinion specifically relating or referring to the Project.

"The views expressed herein are solely those of Niagara Peninsula Conservation Authority"

"Les opinions exprimées dans ce document sont celles de Niagara Peninsula Conservation Authority"

23. SETTLEMENT OF DISPUTES

The Parties agree that any matter in dispute under this Agreement shall first be referred to senior officers of the Parties. If the matter cannot be resolved, it shall be submitted to a mediator as agreed upon by both Parties. The Parties shall bear the expenditures directly related to the mediation process equally.

24. AMENDMENTS

This Agreement may be amended by the mutual written consent of the Parties. To be valid, any amendment to this Agreement shall be in writing and signed by the Parties, while this Agreement is in force.

25. SURVIVAL OF TERMS

All representations and obligations contained in this Agreement on the part of each of the Parties expressly or by nature shall survive the early termination or the expiration of this Agreement until they are satisfied or until they expire by nature.

The following sections shall survive the termination of this Agreement:

- Agreement, Section 7c) – Final payment
- Agreement, Section 8 – Reporting
- Appendix A, Section 4 – Liability
- Appendix A, Section 5 – Audit
- Appendix A, Section 6 – Repayment
- Appendix A, Section 7 – Records
- Appendix A, Section 8 – Access to Records and Information
- Appendix A, Section 11 – Default, Remedies, Termination by Reason of Default, and Reduction or Termination at EC's Discretion
- Appendix A, Section 21 – Intellectual Property
- Appendix A, Section 25 – Survival of Terms

26. WAIVER OF RIGHTS

The waiver of any rights following any breach of any representation, warranty, covenant, obligation or agreement shall not be deemed to be a waiver of any further breach. No waiver is effective unless in writing.

27. LEGALITY

The Recipient shall ensure that the Project shall be conducted in compliance with all applicable laws.

APPENDIX #1 - National Wetland Conservation Fund Agreement

APPENDIX B

Project Cashflow and Environment Canada Funding

2015-2016

Project Cashflow

Project Funding		TOTAL		
Contributor	Contributor Type	Cash	In-Kind	All Funding
Niagara Peninsula Conservation Authority (NPCA)	Provincial Government	10,000	1,000	11,000
Adrian Formisano (Private Landowner)	Other	500	5,000	5,500
Ducks Unlimited Canada	Other		500	500
Niagara Restoration Council	Other		500	500
Niagara College	Other		1,320	1,320
Niagara Falls Nature Club	Other		500	500
National Wetland Conservation Fund	Environment Canada	19,320		19,320
Total Project Funding		29,820	8,820	38,640

Project Costs		TOTAL		
Cost Detail	Cost Category	Cash	In-Kind	All Funding
NPCA ecologist site, vegetation, and species inventories	Management and professional service expenditures		500	500
Excavator for site preparation, removal of grub /scrub vegetation	Equipment rentals	1,760		1,760
Site preparation supervision	Management and professional service expenditures	490		490
Excavator for wetland construction	Equipment rentals	6,440		6,440
Bulldozer for wetland construction	Equipment rentals	6,440		6,440
Front end loader for wetland construction	Equipment rentals	6,440		6,440
Bulldozer for top soil replacement and site grading	Equipment rentals	2,080		2,080
Site construction and planting supervision	Management and professional service expenditures	420	1,460	1,880
Planting materials	Material and supplies expenditures	5,750		5,750
Planting	Salaries and Wages		1,360	1,360
Waterfowl monitoring and species / vegetation assessment	Salaries and Wages		500	500
Land retirement compensation for wetland and buffer	Land acquisition, leases, easements, covenants, servitudes		5,000	5,000
Total Project Funding		29,820	8,820	38,640

EC Funding		Apr, May, Jun	Jul, Aug, Sep	Oct, Nov, Dec	Jan, Feb, Mar	TOTAL		
Expenditure Detail	Expenditure Category	Cash	Cash	Cash	Cash	Cash	In-Kind	All Funding
Excavator for wetland construction	Equipment rentals		6,440			6,440		6,440
Bulldozer for wetland construction	Equipment rentals		6,440			6,440		6,440
Front end loader for wetland construction	Equipment rentals		6,440			6,440		6,440
Total Expenditures		0	19,320	0	0	19,320	0	19,320

Appendix E – Details on Project Activities and Expected Results

Recipient Name: Niagara Peninsula Conservation Authority (NPCA) Finance ID: GCXE16E016

Project Title: Willoughby Marsh / Niagara River Corridor Wetland Improvement Project

Primary Project Objective¹: Restoration

Project Activities, Expected Results, and Performance Measurement:

Activity Type ²	Activity Description and Expected Result(s)	Performance Measurement ³	Project Target	Timeframe	Estimated Percentage of NWCF Contribution
	Site Inventory Site inventory will follow the Ontario Ministry of Natural Resources and Forestry's Ecological Land Classification (ELC) system of inventory, assessment, and documentation. Preconstruction photographs will be taken to illustrate existing site conditions.			April 2015 to June 2015	0%
Restoration	Site Preparation and Wetland Construction Using an excavator, the site will be cleared and grubbed where necessary and the	Wetland hectares restored	0.5	July 2015 to August 2015	100%

¹ Please select one of the following primary project objectives: Restoration, Enhancement, Scientific Assessment and Monitoring, or Encouragement of Stewardship. See *2015-2016 NWCF Application Guidelines* for more information.

² Please select one or more of the following activity types: Restoration, Enhancement, Scientific Assessment and Monitoring, Encouragement of Stewardship, or Securement. If none of the aforementioned activity types are applicable but the activity will facilitate the project's completion (e.g. project planning), please leave this field blank. See *2015-2016 NWCF Application Guidelines* for more information.

³ Please select one or more of the following if possible: wetland hectares restored, upland hectares restored, wetland hectares enhanced, upland hectares enhance, number of partners involved, number of volunteers (person days) involved, number of temporary jobs created, number of participants influenced by outreach activities, number of visitors to wetland projects, wetland hectares secured, or upland hectares secured.

APPENDIX #1 - National Wetland Conservation Fund Agreement

	wetland will be constructed. Wetland construction will consist of both soil extraction and site grading.				
Enhancement	Berm Seeding The berms will be seeded with native wetland grasses by hand broadcasting. Hand broadcasting will be undertaken by experienced ecologists, and annual plant inventories will determine the success of this endeavour using ELC and hand-held GPS systems to document the species.	Upland hectares enhanced	0.5	August 2015	0%
Scientific Assessment and Monitoring	Monitoring of Wetland Species Use Annual inventories will determine the success of the planting initiative by using ELC and hand-held GPS systems to document species' locations.			September 2015	0%
Enhancement Encouragement of Stewardship	Installation of Nesting Structures Wood duck nesting boxes will be hand installed using volunteers from the nature club and recorded using hand-held GPS systems. They will be checked in the spring for occupancy by volunteers, and species use will be documented for reporting. Volunteers will also clean boxes in early fall annually.	Wetland hectares enhanced Number of nesting boxes installed Number of volunteers (person days) involved	1 5 -7 10 (5)	September 2015	0%

APPENDIX #1 - National Wetland Conservation Fund Agreement

Enhancement Encouragement of Stewardship	Planting Trees, shrubs and wetland vegetation will be planted by Niagara College Students, conservation club volunteers, and the Niagara Restoration Council. Tree assessment survivals will be completed by NPCA ecologists annually for 10 years.	Upland hectares enhanced	1	October 2015	0%
		Number of partners involved	4		
		Number of volunteers (person days) involved	20 (10)		
Scientific Assessment and Monitoring Encouragement of Stewardship	Waterfowl Monitoring Assessment will be completed by NPCA and Nature Club ecologists annually for 10 years.	Number of partners involved	2	October 2015	0%
Scientific Assessment and Monitoring Encouragement of Stewardship	Great Lakes Marsh Monitoring Program The NPCA is the local coordinator for Bird Studies Canada's Great Lakes Marsh Monitoring Program and will utilize the Niagara Falls Nature Club volunteers for species monitoring.	Number of partners involved	2	March 2015	0%
		Number of volunteers (person days) involved	10 (2)		

Reporting Information for Future Reference:

Additional detail on reporting requirements can be found in Section 8 and Appendix D of the Contribution Agreement.

Reference to Project Reporting	Timeframe
1. Financial Forecasting (Annually: September, December)	
Environment Canada (EC) shall contact the Recipient for an update on the financial status and forecast of project expenditures pertaining to the balance of the Fiscal Period, up to March 31 st . In particular, EC will request information as to whether project activities are on track and whether EC funding, allocated in the current fiscal year, will be spent by March 31 st , in accordance with the Contribution Agreement.	Due September 30 th and December 31 st .
2. Cash Flow Statement	

APPENDIX #1 - National Wetland Conservation Fund Agreement

By March 31st of each year, both Parties shall review and agree to the quarterly cash flow requirements pertaining to the following twelve months. This reporting obligation is only applicable for multi-year projects. Due March 31st.

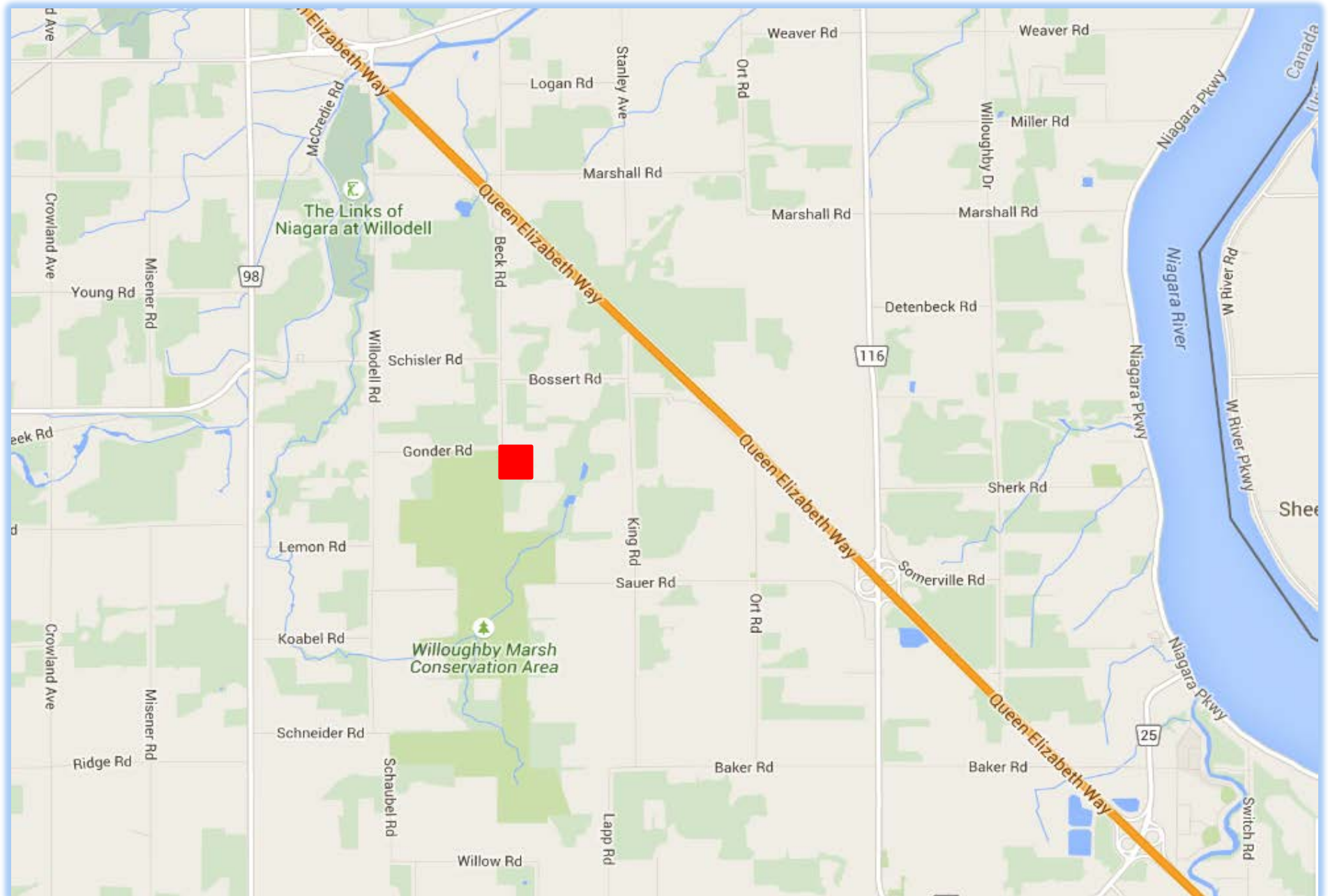
3. Annual Reporting (Past Activities)

By April 30th, the Recipient shall submit to Environment Canada the "Annual Project Reporting Template", which reports on financial and project activities of the past year from the period of April 1st to March 31st. The reporting obligation is only applicable for multi-year projects. Due April 30th.

4. Final Reporting (End of the Project)

By April 30th, the Recipient shall submit to Environment Canada the "Final Project Reporting Template", which reports on project finances, project activities, and results achieved from the start to the end date of the project. Due April 30th.

Willoughby Marsh / Niagara River Corridor Wetland Improvement Project Location



Report To: Board of Directors

Subject: Land Use Agreement with Fort Erie Conservation Club Inc.

Report No: 81-15

Date: July 15, 2015

RECOMMENDATION:

That the NPCA Board **AUTHORIZE** staff to execute the attached 3-year Lease with the Fort Erie Conservation Club Inc. regarding the use of Stevensville Conservation Area.

PURPOSE:

To allow the Fort Erie Conservation Club Inc. continued access to the Stevensville Conservation Area.

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

BACKGROUND:

The NPCA has had an annual lease in place with the Fort Erie Conservation Club for a number of years (approx. 15 years). The Club desires continued use of 4.84 acres of the Stevensville Conservation Area. Further, the NPCA has a separate Maintenance Agreement in effect until Sept. 30, 2016 with the Fort Erie Conservation Club in which they provide lawn/trail maintenance of the grounds for \$850/year.

DISCUSSION:

This report is considered 'housekeeping' in that it is an annual renewal of lease with a long-standing community partner. The NPCA and Fort Erie Conservation Club have a working relationship extending more than 25 years. The Club agrees that it will maintain the Clubhouse facility and compound in a good state of cleanliness, safety and repair. At its July 2014 Board meeting, the NPCA Board requested that the next renewal be a multi-year agreement, therefore a three year agreement is being proposed.

The most recent Agreement expired July 1st, 2015. The Board has the option to not renew the Agreement. This option is not recommended by staff given the Club has demonstrated to be a great partner. Further, the NPCA does not have additional options relating to this property at this time.

FINANCIAL IMPLICATIONS:

The Club agrees to pay a fee of \$1/year to the Authority upon signing of the Agreement. The Club also pays any and all taxes, rates, assessments and utility charges on the lands. The Club also provides a standard of maintenance and repair alleviating some work from Central Workshop. Further, the Club maintains liability insurance in the total of two million dollars (\$2,000,000) during the term of the agreement showing the Authority as an additional insured.

RELATED REPORTS AND APPENDICES:

Appendix 1: Lease Agreement with the Fort Erie Conservation Club Inc. (2015)

Prepared by:



David Barrick
Senior Manager, Operations

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

THIS LEASE made this day of , 2015

BETWEEN:

NIAGARA PENINSULA CONSERVATION AUTHORITY

Hereinafter referred to as “Landlord” or “NPCA”

-and-

FORT ERIE CONSERVATION CLUB INC.

Hereinafter also referred to as “The Club”

THE Landlord agrees to Lease to The Club for a term of three (3) years commencing the 1st day of July, 2015 exclusive right to the use of 4.84 acres of the Stevensville Conservation Area shown as part 1 on Reference plan 59R-4747 for the purposes and on the terms as hereinafter set out:

1. The Club shall pay to the Landlord the sum of One Dollar (\$1.00) as rent for the said lands per year of the agreement.
2. The Tenant covenants with the Landlord as follows:
 - a) To pay rent and all or any taxes, rates, assessments or utility charges servicing the said lands;
 - b) To keep up all fences:
 - c) Not to cut down timber or trees of any kind whatsoever except those which NPCA has specifically designated to be appropriate for removal and upon the cutting of such trees to remove all stumps and debris and to plant sod or replant a tree, as may be required by NPCA;
 - d) Not to use the lands for purposes other than conservation purposes as provided under the Conservation Authorities Act;

- e) Not to construct any permanent buildings on the lands without the written consent of NPCA and, when such consent has been given, to remove THIRTY (30) days prior to the termination of the Lease, all such buildings if required by NPCA and to restore the lands to a state comparable to that upon the commencement of the Lease;
- f) The Landlord acknowledges that there has been constructed a Club House on the lands which was constructed with their approval but is subject to the terms of (e) above with regard to any additions thereto and with regard to its possible removal at the time of termination;
- g) To permit NPCA, its servants and agents, to enter upon the lands at all reasonable times during the term of the Lease to view the state and condition of the lands and any buildings constructed on the lands;
- h) To repair and to carry out such grounds maintenance according to any notice in writing received from NPCA;
- i) Not to dump or place any fill of any kind on the lands nor to change, divert or interfere with the existing channels of any rivers, creeks, streams or water courses running through the lands without first having received the written consent of NPCA;
- j) To protect and preserve all trees on the lands from waste, injury or destruction and to prune and care for such trees as often as they may require such care;
- k) (i) to indemnify NPCA against all fines, suits, claims, demands and such actions of any kind to which NPCA may become liable by reason of any breach, violation or non-performance by The Club of any covenant, term or provision of this Lease or by reason of any injury occasioned to or suffered by any person or any property because of any wrongful act, neglect or default by The Club or of any of its employees, assignees, sub-tenants, licencees or independent contractors engaged by The Club or any of its assignees, sub-tenants or licencees; and

(ii) not to do or permit to be done any act or thing which would render void or voidable any policy of insurance on the lands or which may cause any increase premium to be payable in respect of such policy;

- l) To obtain and maintain Public Liability Insurance on the lands in an amount not less than TWO MILLION (\$ 2,000,000.00) DOLLARS and to add the Landlord as a named insured;
- m) Not to erect any sign on the lands without first receiving written approval of NPCA as to the size, content and design of the sign;
- n) To obtain from any Assignee, sub-tenant or licensee of the lands prior to an Assignment or Sub-Lease a covenant to perform all terms, covenants and agreements in this Lease.
- o) To provide an annual financial audited report to the NPCA.

NPCA COVENANT

3. Niagara Peninsula Conservation Authority covenants with The Club, as follows:

- a) for quiet enjoyment;

MUTUAL COVENANT

4. It is expressly intended and agreed between NPCA and The Club, as follows:

- a) The Club may on Ninety (90) days notice in writing delivered to NPCA terminate this Lease.
- b) NPCA shall not in any event whatsoever be liable or responsible in any way for the death of or any personal injury that may be suffered or sustained by any person who may be on the lands or in any building or for any loss or damage or injury to any property including cars and their contents belonging to any person on the lands or for any damage caused by anything either denied or admitted by NPCA its agents or employees or independent contractors of NPCA.
- c) NPCA may re-enter upon any breach or non-performance of any covenant of The Club.
- d) In the case of any dispute of NPCA and The Club, arising during the term of this Lease as to any matter arising out of the Lease, either party shall be entitled to give to the other notice of

the dispute and demand arbitration of the matter in question. After giving notice the dispute shall be referred to the NPCA Board of Directors (as per the governance model under the Conservation Authorities Act) as the arbitrator to decide and the decision shall be final and binding upon the parties.

- e) Any notice or other communication required to be given under this Lease shall be in writing and shall be given by delivery the same personally or by prepaid registered post to the respective recipient at the following addresses:

TO: Niagara Peninsula Conservation Authority
 250 Thorold Road West, 3rd Floor
 Welland, Ontario L3C 3W2

TO: Fort Erie Conservation Club Inc.
 2555 Ott Road
 Stevensville, Ontario L0S 1S0

If notice is given by prepaid registered post, the date of service shall be deemed to have been given on the first business day following the date of the postmark.

FURTHER COVENANTS

5. The Club shall maintain the Clubhouse facility in a neat and clean manner satisfactory to the Landlord.
6. The Club shall use the facilities only for its own purposes. There shall be no recourse against the Landlord for any damages suffered by The Club arising out of their occupation or use of the property.
7. The Club shall not sell or dispense any alcoholic beverages on the property without obtaining the proper permits therefore.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals as attested to by the proper officers in that behalf.

NIAGARA PENINSULA CONSERVATION AUTHORITY

Per: _____
Bruce Timms, Chairman

Per: _____
Carmen D'Angelo – CAO Secretary / Treasurer

FORT ERIE CONSERVATION CLUB INC.

Per: _____
Connie Charron, President

Per: _____
Terry Teal, First Vice-President

Per: _____
Elmer Mickolczi, Treasurer

Report To: Board of Directors

Subject: Land Management Agreement- Nature Conservancy of Canada, Lathrop

Report No: 82-15

Date: July 15, 2015

RECOMMENDATION:

That the NPCA Board not renew the Nature Conservancy of Canada (NCC) Land Management Agreement.

PURPOSE:

To allow the NPCA Board to consider whether it would like to renew the Land Management Agreement (Appendix 1) with NCC regarding the Lathrop property located in the Town of Pelham (Appendix 2).

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

BACKGROUND:

The Lathrop Nature Preserve in Pelham was donated to NCC by Whiting and Margaret Lathrop in 1998. In 2008, NCC and NPCA worked together to do limited restoration work through the Watershed Department at this site.

The NPCA signed an Agreement with NCC to manage the Lathrop property (approx. 70 acres) with NCC in June 2012; which was effective for 3 years. The Agreement expired July 1st, 2015.

DISCUSSION:

Forest cover on the property protects the headwaters of Twelve Mile Creek, which supports the last remaining brook trout population in the Niagara Region. The property also supports several species considered rare in Ontario and Canada, including butternut and American chestnut.

The Lathrop Nature Preserve is under pressure from other users. Cyclists and ATV drivers have torn up delicate pathways. Illegal nighttime parties with bonfires run the risk of starting a major fire in the protected area. The Agreement made it clear that the NPCA was to 'assume all risk of any kind whatsoever,' and indemnifies the NCC. (Section 10 of the 2012 Agreement).

The services provided by the NPCA have included the removal of hazard trees; removal of forts and bicycle infrastructure; trail and repair and maintenance; disposal of debris, etc.

The staff recommendation is consistent with recent Board decisions to not renew expired agreements, including Ontario Heritage Trust properties. The assumption of all risk and liability as well as costs associated with managing non-owned sites have been viewed as prohibitive from putting resources into NPCA owned properties. With the completion of the Binbrook Master Plan and others underway, staff is continuing to recommend investments into NPCA owned sites first.

The Board has the option to renew the Land Management Agreement. However, NCC is committed to keeping the Lathrop Nature Preserve protected regardless of whether the NPCA manages the site.


FINANCIAL IMPLICATIONS:

If the Board adopts the staff recommendation, there are no financial implications. If the Board renews the Agreement, at minimum, the NPCA is responsible for all risk and liability of the site.

RELATED REPORTS AND APPENDICES:

1. Appendix 1: 2012 NCC Land Management Agreement proposed to be renewed
2. Appendix 2: Lathrop Property map

Prepared by:



David Barrick
Director of Operations

Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

AGREEMENT TO PROVIDE SERVICES

Agreement between the Niagara Peninsula Conservation Authority (hereinafter called the "Contractor") located at Welland, Ontario, and The Nature Conservancy of Canada, a corporation incorporated under the laws of Canada (hereinafter called "NCC ") with an office at London, Ontario.

1. Term

This Agreement shall commence on 29 June 2012 and expire on 1 July 2015, unless the term is extended by written agreement of the parties.

2. Early Termination

Notwithstanding section 1 above, this Agreement may be terminated upon ten (10) days' prior written notice by either party in case of fundamental breach of the other party's obligations hereunder.

The parties may agree mutually in writing to terminate this Agreement at any time before its expiry.

3. Services

The Contractor agrees to provide, as an independent contractor, the services described in Schedule "A", attached, to NCC. Both parties agree that this Agreement does not create nor is it intended to create an employer-employee relationship.

4. Best Efforts and Other Business Activities

When providing services to NCC, the Contractor will provide them in a good and workmanlike manner and will devote his/her/its best efforts to the business of NCC and promote its interests. It is understood and agreed that, during the currency of this Agreement, the Contractor may be providing services to other organizations, provided that provision of such services will not create a conflict of interest (actual or potential, in the sole opinion of NCC) with the provision of services under this Agreement.

5. Fees for Services

- (a) The Contractor will provide NCC with invoices for services rendered, based on a written quote submitted by the Contractor to NCC and approved by NCC prior to commencement of the work, upon completion of the work.

6. Expenses

The Contractor will be responsible generally for expenses and costs incurred in connection with the provision of services under this Agreement. In particular, as an independent contractor the Contractor will be responsible for its own Canada Pension Plan, Employment Insurance, Workplace Safety and Insurance and Income Tax contributions, all statutory or other deductions, taxes, premiums or contributions related to the payments made hereunder, as well as the cost of any health benefits it may wish to secure for its staff. The Contractor will be responsible for providing work-related materials and equipment required in providing services under this Agreement. Any materials that may be provided by NCC for use during the term of this Agreement must be returned promptly to NCC at the end of the term.

7. Record Keeping

The Contractor agrees to keep appropriate records documenting the time spent on various projects for NCC and the activities and projects undertaken for NCC, and agrees to make such records available for review by NCC promptly upon request.

8. Confidential Information

The Contractor acknowledges that all information about NCC's business activities is proprietary to NCC and a valuable trade secret disclosure of which could severely damage the economic interests of NCC. The Contractor agrees not to disclose such information to anyone outside NCC, without the prior written consent of NCC, except where such disclosure is necessary for the proper and bona fide execution of the Contractor's duties hereunder. The Contractor's obligation not to disclose such information without prior written consent will continue to apply after this Agreement has terminated.

The Contractor agrees that all data and other work product generated by the Contractor's work will be owned by NCC and will therefore be subject to the above confidentiality provisions.

10. Release and Indemnification

The Contractor agrees to assume all risk of any kind whatsoever associated with this Agreement and the performance of the services hereunder and hereby releases NCC and its directors, officers, employees, agents and volunteers from all damages, losses and injuries, including death, of any nature or kind whatsoever, incurred by the Contractor and its directors, officers, employees, agents and volunteers, or any of them, ("the Releasors") and arising out of or in consequence of this Agreement and the performance of any services hereunder by the Releasors, or any of them.

The Contractor further agrees to indemnify and save harmless NCC and its directors, officers, employees, agents and volunteers from any and all claims, demands,

actions, causes of action, suits, expenses, costs, and legal fees whatsoever, which may be claimed against them or any of them due to any damage, loss or injury, including death, of any nature or kind whatsoever, arising out of or in consequence of this Agreement or of any act, omission or negligence of the Contractor and its directors, officers, employees, agents and volunteers, or any of them, in the performance of services hereunder.

Where required by NCC, the Contractor agrees to obtain and keep in force during the currency of this Agreement, a general liability insurance policy in the amount of \$1,000,000 and showing NCC as an additional insured.

11. Compliance with Laws and Policies

The Contractor shall be knowledgeable of and comply with the provisions of all applicable legislation, By-Laws of local authorities and Regulations in the Province of Ontario and shall specifically ensure that the Contractor and his/her/its employees are knowledgeable of and performs all obligations imposed by the *Occupational Health and Safety Act* or equivalent in the Province of Ontario.

12. Assignment

The Contractor will not assign this Agreement without the prior written consent of NCC.

13. Governing Law

This Agreement shall be governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto, effective the day of , 2012.

The Nature Conservancy of Canada

Per: _____
Name: James Duncan
Title: Regional Vice President, Ontario

Niagara Peninsula Conservation Authority

Per: _____
Name: _____
Title: CAO/Secretary Treasurer


Witness

SCHEDULE "A"

SERVICES

1. The Contractor will provide the services and all necessary equipment required to execute various property management tasks on an "as required" basis, reporting to the Program Manager and Conservation Biologist, Southwestern Ontario Sub-region of NCC.

The services will be provided at NCC's Lathrop property (the "property") or other NCC properties as required, and including but not necessarily limited to:

1. The removal of hazard trees;
2. The removal of ferts and bicycle infrastructure and any other unwanted anthropogenic features;
3. Trail and infrastructure repair and maintenance;
4. Disposal of any associated debris in accordance with all relevant requirements of law at appropriate off site facilities;
5. Habitat restoration including planting of seeds and seedlings, invasive species removal and related activities;
6. Payment of all costs associated with the above work including tippage fees;
7. Notifying NCC immediately on completion of the work.

All work will require a detailed written quote for labour and material costs and NCC approval of the quote in writing prior to proceeding (email is sufficient).

Nothing in this agreement prevents the Contractor from declining specific requests for services if the Contractor is unavailable or unqualified for the specific work requested.

Nothing in this agreement prevents NCC from retaining other contractors in the event the Contractor is unavailable or unqualified for specific work.

NCC shall allow access to the property for the Contractor's employees and agents for the purposes described above during the term.

Lathrop Property Map



Report To: Board of Directors

Subject: Naming of NPCA Assets and Facilities Policy

Report No: 83-15

Date: July 15, 2015

RECOMMENDATION:

1. That Report No. 83-15 be **RECEIVED** for information;
2. That the attached Naming of Assets and Facilities policy (Appendix 1) be **APPROVED**.

PURPOSE:

To establish a policy to guide the NPCA in the naming of corporate assets and facilities.

This report aligns with the 2014-2017 Strategic Plan under 'Improved Capacity for Managing Assets and Land Program.'

BACKGROUND:

Implementing the 2014-2017 Strategic Plan by improving NPCA capacity to manage assets and land has led staff to seek Board adoption of several policies including:

☐

Consultant Selection Policies Amended (March 19, 2014).

☐ Binbrook Master Plan (May 21, 2014)

☐ Community Liaison Advisory Committee Terms of Reference (May 21, 2014)

☐ 2014 Vehicle Assessment and Options (May 21, 2014)

☐ Vehicle and Equipment Policy (June 18, 2014)

☐ Unsolicited Proposal Policy (July 16, 2014)

☐ Tangible Capital Asset Accounting Policy (May 20, 2015)

With formalized processes being put into place to properly inventory, track and administer NPCA owned assets, and with the addition of recent land acquisitions, staff are recommending the adoption of a Naming of Assets and Facilities Policy.

NPCA records indicate that this matter was discussed by the Board in 2008 and referred back to a Board Committee for review. However, no further records have been found stating that a policy was ever adopted and/or approved by the Board. Therefore, the following Policy is being presented to the Board for approval.

DISCUSSION:

A Naming of Assets and Facilities policy will create a framework with which to work as naming opportunities arise. There are at least two recent land acquisitions which have not been formally named as of yet. Staff are recommending the Board consider options when naming assets and that in the proposed policy it is clear, 'The final decision is purely within the NPCA Board's discretion.'

The proposed policy includes procedure and criteria, including demonstrated qualities, contributions and community involvement.

FINANCIAL IMPLICATIONS:

There are no known financial implications at this time, however, as the NPCA seeks out additional revenue generating opportunities to implement capital projects, specifically related to Master Plan implementation (e.g. Binbrook), a naming policy would assist in how naming rights are granted for specific facilities from a fundraising perspective. For example, the DSBNs 'Walker Living Campus at Woodend Conservation Area.'

RELATED REPORTS AND APPENDICES:

Appendix 1: Naming of NPCA Assets and Facilities Policy

Prepared by:



David Barrick
Director of Operations

Reviewed and Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

NAMING OF NPCA ASSETS AND FACILITIES POLICY

PURPOSE

It is the purpose of this policy to outline the procedures for identifying those assets and facilities within the ownership of the Niagara Peninsula Conservation Authority which would be appropriate for dedication, naming or renaming:

- To recognize a significant contribution toward acquisition or development in the spirit of conservation that enhances the quality of life in the community and/or is instrumental in acquiring or developing NPCA properties or facilities.
- To honour the outstanding dedication of an individual who has made distinct and significant contributions for the good of the community and conservation.

PROCEDURES

1. Requests or proposals to name, rename or dedicate any NPCA Asset or Facility, or part thereof must be made in writing, with appropriate support information, to the attention of the CAO of the NPCA.
2. The NPCA will consider applications for dedication, naming or renaming on an ad hoc basis.
3. NPCA staff shall prepare a report to the Board summarizing all applications received and recommend the establishment of an appropriate Board committee to consider the application(s) and make appropriate recommendations to the NPCA Board.

CRITERIA

Naming for either individual or group/organization will be considered based on the following criteria.

1. **Demonstrated Qualities**
 - Fully supports the NPCA mandate and objectives.
 - Instrumental in moving the spirit of conservation forward.
 - Actively participates in significant projects and programs that have exceptional environmental merit.
 - Lives, promotes and embodies the philosophy of Conservation.
 - Unsurpassed passion in achieving conservation goals.
 - Action oriented towards change for the benefit of conservation.
2. **Substantial Contribution**
 - High quality and nature of contribution makes significant impact on the quality of life for watershed residents as well as the environment.
3. **Community Involvement**
 - Demonstrated leadership qualities towards supporting and moving forward the objectives of the NPCA.
 - Initiative and/or involvement in conservation matters that extensively and directly benefit the public and environment.

POLICIES FOR NAMING OF AN NPCA ASSET OR FACILITY

1. Naming in memory of a deceased person cannot be considered until at least 1 year after the date of the persons' death. Proposed names commemorating a deceased person(s) shall be considered only if the living next of kin have approved the request.
2. Naming in honour of a living person will be considered.
3. The naming of a NPCA Asset or Facility for a for-profit entity shall be considered.
4. The assets and facilities which may be considered as a subject for dedication, naming or renamed under this policy will be at the sole discretion of the NPCA Board of Directors and may include any structure, building, conservation areas in its entirety or partially, or specific described areas.
5. This policy is not intended to be retroactive to currently named NPCA assets and facilities unless a special circumstance that requires renaming is applicable.
6. This policy does not apply to NPCA assets and facilities that contain conditions or other encumbrances that prevent naming, renaming or dedication of such asset or facility.
7. The final decision is purely within the NPCA Board's discretion however the Board will consider delegations made on any application. The Board's decision is final and not subject to review.
8. Where named assets or facilities are significantly altered, abandoned, destroyed or otherwise lost, the Conservation Authority will name other assets or facilities as appropriate to ensure the preservation of the dedicated honour or recognition objectives of the original naming.
9. Names chosen for Public Assets are expected to be permanent, and rededication or renaming will not be considered a normal or usual practice. A named asset or facility shall not be changed unless it is found that the continued use of such name would not be in the best interest of the community or the Conservation Authority.

Report To: Board of Directors

Subject: Mountainview Conservation Area – Southeast Property Boundary Overlap

Report No: 84-15

Date: July 15, 2015

RECOMMENDATION:

That the NPCA Board of Directors authorize the Chief Administrative Officer to proceed with directing the NPCA's solicitor to execute the necessary quit claim/transfer of the identified portion of the Martin estate land which overlaps the Mountainview Conservation Area, once the Martin estate registers the appropriate Reference Plan.

PURPOSE:

To resolve a misdescription contained in the NPCA's deed relative to the Mountainview Conservation Area.

BACKGROUND:

The lands known as the Mountainview Conservation Area was transferred to the ownership of the Niagara Peninsula Conservation Authority (NPCA) in 1972.

To the southeast of the property, the conservation area neighbours the property of the Martin estate. The Martin estate is now in the process of selling the land. Upon the process of selling the land to the new owners, it was discovered that a misdescription is contained in the deed of the NPCA pertaining to the Mountainview Conservation Area, causing an overlap of land between the conservation lands and the Martin estate property. The new owners are unwilling to complete the transaction until the misdescription is resolved.

DISCUSSION:

The Niagara Peninsula Conservation Authority was contacted on June 5, 2015 by Mr. Cunningham, representing the interests of the Martin estate. According to Mr. Cunningham, the NPCA received the lands in 1972. Thereafter in 1974, a reference plan (Plan 30R-1046) shows that the conservation lands exclude the corner of the Martin estate property at the south east corner. (See Appendix 1 and 2). Thus, according to Mr. Cunningham, there is a misdescription pertaining to the Mountainview Conservation Area where there is an overlap of land.

Mr. Cunningham further communicated that a sale of the Martin estate to new owners cannot proceed as the new owners have requested that the misdescription be resolved.

The NPCA retained the assistance of Mr. John Teal (Barrister, Solicitor, Notary) to confirm the claim of Mr. Cunningham. Upon reviewing the documents, on June 24, 2015 Mr. Teal

confirmed the misdescription. He agreed that the best manner to resolve the land overlap issue was for the NPCA to quit claim/transfer of the identified portion of the overlap once the Martin estate registers the appropriate Reference Plan.

It should be noted that Mr. Teal was asked for his opinion should the NPCA not agree to issue a quit claim/transfer relative to the overlap lands. On June 30, 2015 Mr. Teal identified that should the NPCA not agree to the resolve, the Martin estate could take action (quiet title) against the NPCA and seek damages for the loss of the sale. It is the opinion of Mr. Teal that the NPCA would "...not be successful" in arguing the overlap is the property of the NPCA.

Based on a review of the documentation, and the advice of counsel, staff recommend that the Board of Directors authorize the Chief Administrative Officer to proceed with directing the NPCA's solicitor to execute the necessary quit claim/transfer of the identified portion of the Martin estate land which overlaps the Mountainview Conservation Area, once the Martin estate registers the appropriate Reference Plan.

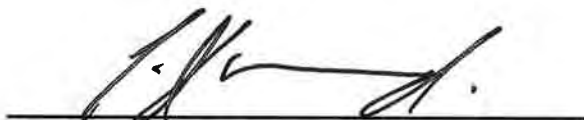
FINANCIAL IMPLICATIONS:

There are no significant costs. The NPCA will be subject to costs associated to obtaining legal advice. The costs associated with registering the appropriate Reference Plan are directed to the Martin estate.

RELATED REPORTS AND APPENDICES:

1. 1974 Illustration of Plan 30R-1046
2. Coloured illustration of southeast portion.

Prepared and Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

This report was prepared with the consultative input from the David Barrick, Director of Operations.

30R-1046



Appendix 2 - Coloured Illustration of Southeast Portion



Report To: Board of Directors

Subject: Easement Agreement between the NPCA and NRWC

Report No: 85-15

Date: July 15, 2015

RECOMMENDATION:

That the NPCA Board of Directors authorize an Easement Agreement between the NPCA and NRWC for the approximate 635 m use of the Gord Harry Trail, and, to provide direction to the Chief Administrative Officer to finalize the agreement in consultation with NPCA legal counsel.

PURPOSE:

To receive direction from the NPCA Board of Directors on the use of the Gord Harry Trail by the Niagara Region Wind Corporation (NRWC) for buried conduits in the connection of two wind turbines.

BACKGROUND:

The NPCA Board of Directors have been deliberating in their consideration on the NRWC's request to utilize approximately 635 m of the Gord Harry Trail in order to bury conduits in the connection of two local wind turbines, and thereafter, the provision of maintenance access. The request consists of approximately 5% of the total 13 km trail.

All environmental issues pertaining to renewable energy projects (such as serious or irreversible harm to the environment, plant and animals) are within the primary jurisdiction of the Ministry of Environment and Climate Change (MOECC). The MOECC has approved the NRWC's application to construct and operate a renewable energy project. An appeal of the MOECC's approval was submitted by Mothers Against Wind Turbines and was subsequently dismissed by the Environmental Review Tribunal.

The NPCA Board considered the issues in the utilization of the Gord Harry Trail as summarized in Report No. 64-15. An associated draft easement agreement was also reviewed. The decision on the matter was deferred to the July 15, 2015 meeting.

DISCUSSION:

The matters before the NPCA have been identified in previous reports, and most recently, NPCA Board Report No. 64-15 that the Board deliberated on June 17, 2015 (attached as Appendix 1 of this report)

During the June 17, 2015 deliberations, a Board Member requested a “performance bond” be implemented to ensure the proposed mitigation measures contained in the easement agreement are completed to the satisfaction of the NPCA. Legal counsel for the NPCA has been instructed to include provisions of a performance bond within the easement agreement.

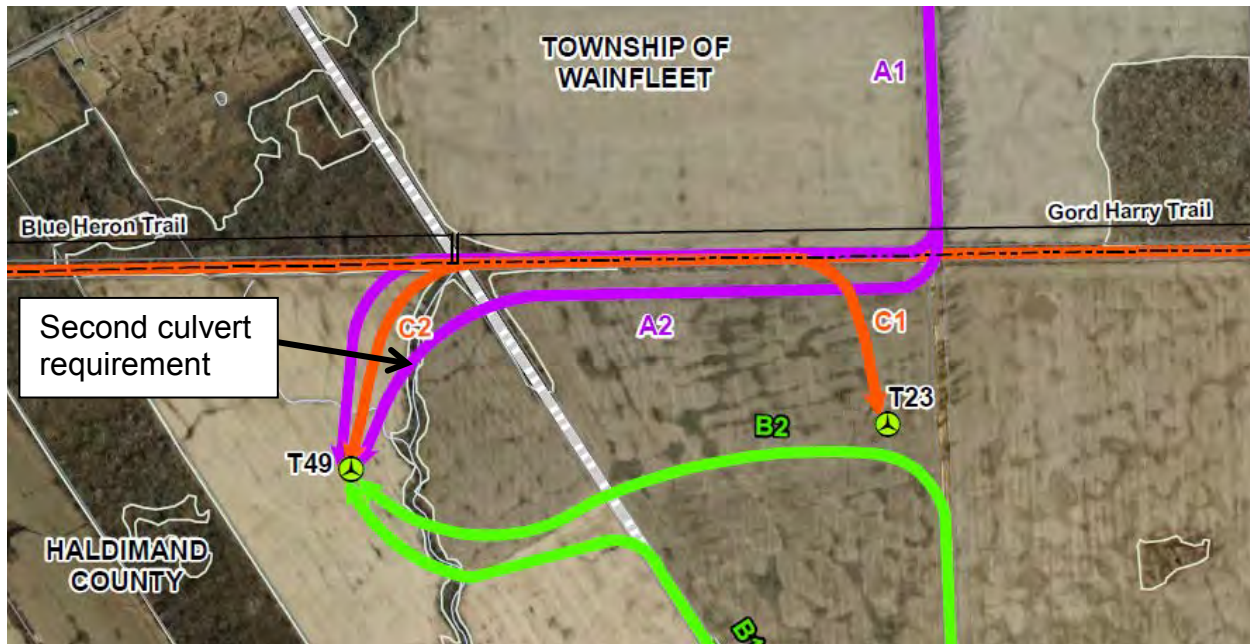
It should be noted that Option A1 (illustrated below) requires approximately 100 m of the Blue Heron Way Trail owned by Haldimand County, and, 635 m of the Gord Harry Trail owned by the NPCA. Both trails are part of the Trans Canada Trail. On July 6, 2015 Haldimand County Council authorized their staff to enter into an easement agreement as per Option A1. It was observed that there was no community opposition to the utilization of the Blue Heron Way Trail.



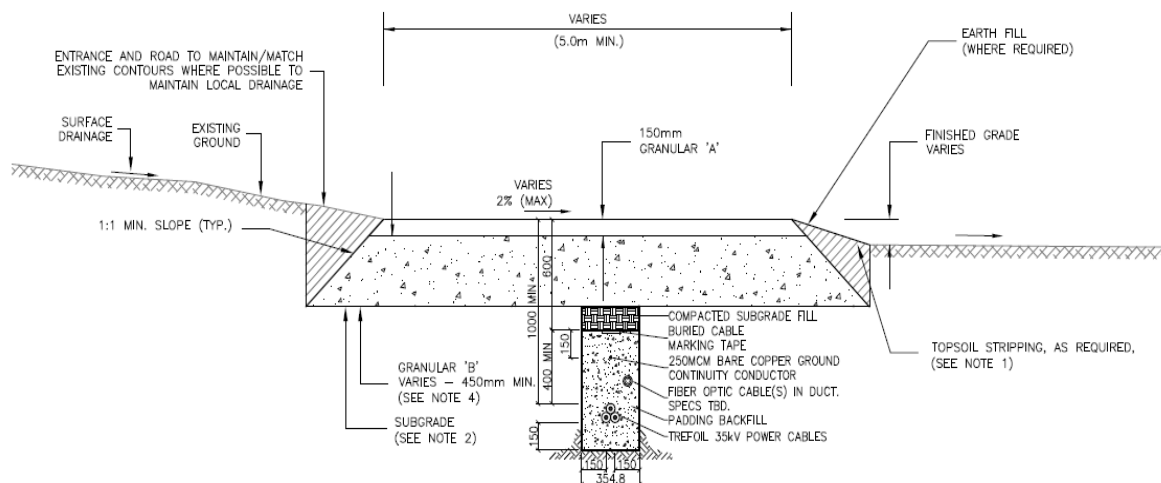
Option A1 (purple) is the preferred route selected by NRWC. It remains staff professional opinion that the impacts to the Gord Harry Trail are temporary and can be mitigated via agreed

upon measures. Re-vegetating the trail with species native to the region should be considered an improvement to the local environment.

It is further the opinion of staff that the Gord Harry Trail is a recreational area (not a conservation area) and that local abandoned railway lines are the best location for recreational trails in association with unobstructed utility corridors. As illustrated below, Option A2 would require the installation of a second culvert to cross the watercourse.



A typical engineered cross section is illustrated below. The trail width would be modified from the current 3 m (9.8 feet) to a 5 m (16.4 feet) width with appropriate drainage features.



NPCA Chair Bruce Timms has conducted several site visits to the proposed area of construction. On several occasions, Chair Timms has been joined by other Board Members in walking the trail to visualize and understand the scope of the project. Other Board Members have taken the opportunity to walk the trail on their own time.

FINANCIAL IMPLICATIONS:

The easement agreement refers to a \$100,000 donation to the Niagara Peninsula Conservation Foundation, and \$20,000 per year for 20 years (subject to CPI increases). It is recommended to the NPCA Board of Directors that the \$100,000 be allocated to NPCA capital projects within the Township of Wainfleet, and that, the \$20,000 per year be allocated for trail development, maintenance and signage throughout the watershed.

RELATED REPORTS AND APPENDICES:

1. NPCA Board of Directors Report No. 64-15.

Prepared and Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

This report was prepared with the consultative input from the David Barrick, Director of Operations. Report 64-15 was prepared with the input of Biologist Lee-Ann Hamilton and Ecologist Kim Frohlich.



Report To: Board of Directors

Subject: Easement Agreement – Gord Harry Trail

Report No: 64-15 (Revised)

Date: June 17, 2015

RECOMMENDATION:

That the NPCA Board of Directors **APPROVE** the Easement Agreement between the Niagara Peninsula Conservation Authority and Niagara Region Wind Corporation for the utilization of 635 meters of the Gord Harry Trail, and that, the Chief Administrative Officer be authorized to sign the agreement.

PURPOSE:

To update the NPCA Board of Directors on the action items directed towards staff, which were received during the April 2015 meeting, and, to seek authorization to enter into an easement agreement with the Niagara Region Wind Corporation.

BACKGROUND:

On April 16, 2015 the NPCA Board of Directors considered the request (Report No. 38-15) from the Niagara Region Wind Corporation (NRWC) to utilize 635 meters of the Gord Harry Trail for the purpose of installing buried conduits along the trail and for the continued vehicle use for maintenance purposes between wind turbines.

During deliberations of the possible agreement, the NPCA Board of Directors received two delegations from the community opposing an easement agreement (Ms. Linda Rogers from Mother Against Wind Turbines, and Ms. Loretta Shields). The concerns raised by the delegates focused on impacts to the use of the trail and environmental impacts to native plants and species at risk. The NPCA Board also heard from Ms. Angie Harry, the widow of former NPCA Chair and Mayor of Wainfleet Gord Harry. In her comments, Ms. Harry identified that she and her late husband were very much in favour of allowing proponents of wind turbines access to the Gord Harry Trail.

In considering Report No. 38-15 the Board of Directors concluded that the report should be forwarded to the June 2015 meeting and staff were given the following direction:

1. Meet with the delegates Ms. Rogers and Ms. Shields to scope their concerns;
2. Ensure that the use of the Gord Harry Trail does not include any overhead lines;
3. The 20 years agreement contains an inflationary rate;
4. Further assess the impacts of the options; and
5. Meet with the Town of Lincoln's CAO to review the agreement between the Town of Lincoln and NRWC.

Further, on April 29, 2015 the NPCA Board received communication (via email entitled "*Billion Dollar Liens filed against Townships*") referencing concerns on liens pertaining to wind turbine corporations and their impact on land use agreements. The following discussion of this report was prepared based on the concerns expressed and the direction staff received from the NPCA Board of Directors.

DISCUSSION:

On May 20, 2015 the Environmental Review Tribunal (ERT) reached a decision on the Appeal submitted by Mothers Against Wind Turbines (MAWT) of the Ministry of Environment and Climate Change's (MOECC's) approval associated to the renewable energy project proposed by Niagara Region Wind Corporation (NRWC). The ERT decision dismissed the appeal.

The concerns presented to the NPCA Board from the delegates Ms. Rogers and Ms. Shields relative to the environmental impact on the environment were similar in nature to the concerns raised in the appeal by MAWT. The ERT considered the concerns raised by the appellant that the project would cause serious or irreversible harm to plants, animals and the natural environment. Overall, the ERT made its decision based on the information presented by the appellant, the response to the information from the regulator (MOECC), and the response from the proponent (NRWC). In specific, the ERT concluded:

a. Migratory Butterfly Conservation Areas

Acceptance of the evidence provided by the proponent's consultant Stantec, that notwithstanding the absence of candidate specific habitat, Stantec has proposed mitigation measures to address any potential impacts;

b. Wetlands

The appellant has not advanced sufficient evidence to demonstrate that serious and irreversible harm will be caused to wetlands due to the location of the project.

c. Red Mulberry

The evidence does not support the appellant's assertion that construction of a specific turbine would cause serious or irreversible harm to the red mulberry.

d. Significant Woodlots

No specific evidence presented from the appellant related to the mitigation measures proposed would cause serious or irreversible harm to the woodlands.

e. Bird Kills

Without further evidence, unable to find that bird kills due to collisions with transmission lines raises the level of serious and irreversible harm

f. Blanding Turtle

Based on the limited evidence, the appellant failed to meet its burden under the Environmental Test in relation to the Blanding's turtle.

Notwithstanding the ERT decision, and in specific to the request to use 635 m of the Gord Harry Trail, there is no evidence that such a proposal would cause serious or irreversible harm to plants, animals and the natural environment. With that stated, the proponent (NRWC) has offered to implement the following mitigation measures to reduce any temporary impact:

- i. Where possible, and in consultation with NPCA staff, remove vegetation along the trail during times that avoid the core nesting season of migratory birds;
- ii. All disturbed areas will be re-stored and re-vegetated to preexisting conditions;
- iii. Re-vegetation will use local species; and
- iv. Erosion and sediment control measures will be installed, maintained, and monitored during all phases of construction.

On June 11, 2015 NPCA staff met with Ms. Rogers and Ms. Shields with respect to their concerns. Present at the meeting was Ms. Johnson and Ms. Hughes. The meeting was respectful and NPCA staff recognized the tremendous amount of work and passion these community members have invested into the issue of wind turbine projects. The following are the list of concerns/issues expressed by these community members:

a. Related to NPCA permits and the use of the Gord Harry Trail.

- i. That the NPCA take photos of areas requiring NPCA permits, prior to any development, to ensure any conditions attached to the permits are adhered to.

NPCA Response: The proponent (NRWC) has taken a significant amount of photography of the development areas and has provided the information to staff. When staff conducts sites visits, the NPCA has committed to taking additional photography and documented notes. (Action – Biologist Lee-Ann Hamilton)

- ii. That the NPCA take photos of areas impacting the Gord Harry Trail, prior to any development, to ensure the trail is reverted back to pre-existing or better conditions based on the mitigation measures.

NPCA Response: The NPCA has committed to taking photography and documented notes of the trail to ensure mitigation measures have been followed. (Action – Ecologist Kim Frohlich).

- b. In the event the NPCA Board of Directors approves the use of the Gord Harry Trail, what are the impacts on the NPCA's liability insurance?

NPCA Response: As reviewed by NPCA legal counsel, the easement agreement contains language "in favour of NPCA" indemnification language with respect to any claims or causes of action arising out of the use of the property by the easement holder, including indemnification with respect to environmental damage to third parties.

- c. Is the value of \$100,000 donation and \$20,000 per year for 20 years (subject to CPI) fair value for the use of the trail?

NPCA Response: In comparison to other easement agreements, the offer is fair value.

- d. The community members presented a "binder" containing detailed information and requested that the information be considered when issuing NPCA permits.

NPCA Response: The information will be provided to the Supervisor of Construction Permits, Darren Mackenzie for his reference. (Action – Supervisor Darren Mackenzie).

- e. If post construction, the Gord Harry Trail will only be used for ongoing monthly maintenance, how will the proponent access the wind turbines for parts replacement (such as turbine blades) and decommissioning efforts?

NPCA Response: The proponent will be asked and shared with the community members (Action – David Barrick).

Further to this meeting, the community members were asked if they would consider establishing a "Friends of the Gord Harry Trail" community group that would be supported by the NPCA. The community members indicated they would consult with their committee members and respond thereafter.

On April 29, 2015 the NPCA Board of Directors received concerns (and associated documentation) expressed by a local resident via an email entitled "*Billion Dollar Liens filed*"

against Townships". The law firm *Hedley & McLachlin* was approached to conduct a review of the issues contained in the documentation. This law firm was approached based on their extensive experience in representing landowners with respect to agreements with wind turbine corporations.

A legal opinion was received by *Hedley & McLachlin* and is **attached** under separate cover. The opinion indicates that the rights given as security to a third party would not be capable of impacting, affecting or interfering with the ownership rights of NPCA in any greater manner than the actual rights granted to NRWC would. Further, the opinion indicates the NPCA would have no responsibility or liability for repayment of any amounts owing to a third party pursuant to whatever mortgages or security might be granted.

A meeting was scheduled between the NPCA and the proponent on May 29, 2015. The proponent was advised, should the NPCA Board approve an easement agreement, the agreement should include a provision that "wires or conduits" cannot be installed overhead of the Gord Harry Trail. Further, the agreement should include a provision that the \$20,000 per annum include an inflationary rate adjustment (such as the Consumer Price Index). The proponent agreed to the terms and a draft easement agreement was received. The draft easement agreement has since been initially reviewed by *Hedley & McLachlin* and their commentary is **attached** under separate cover. The agreement may be subject to further amendments to protect the rights of the NPCA as recommended by legal counsel.

Further, in consultation with Mike McLachlin of *Hedley & McLachlin*, any easement agreement between the NPCA and the proponent would have to respect the Township of Wainfleet's right for an easement for future opportunities. Given that these types of easements typically "share" similar corridors for utilities, the easement agreement needs to reflect the Township's right of access. The CAO for the Township of Wainfleet has previously indicated to NPCA staff that the current proposal does not interfere with the Township's access.

A meeting was scheduled between the Town of Lincoln's CAO and the NPCA CAO to review the municipality's agreement associated with the wind turbine project in order to emulate similar language to protect the interests of the NPCA. The meeting was cancelled based on a staffing issue with the municipality. However, as with any proposed long term agreement, NPCA staff retained the services of *Hedley & McLachlin* law firm to review the draft easement agreement.

The Township of Wainfleet, as previously communicated, remains opposed to NRWC utilizing the Gord Harry Trail for buried conduit lines. However, on June 8, 2015, the Township entered into an agreement with NRWC on a road use agreement. The agreement contains a financial component for "above or below" installation of transmission lines on Township property. The agreement provides access for the proponent to proceed with wind turbine locations, which in turn, has prompted the proponent to select the Gord Harry Trail as an access route. The financial component related to the Township's agreement equates to \$5,000 per kilometer of road per annum and is subject to a CPI increase.

Finally, NPCA staff (specifically Lee-Ann Hamilton, Biologist and Kim Frohlich, Ecologist) were asked to further assess the options presented in Report 38-15. Their impact assessment is **attached** to this report. In summary, staff advised "*...mitigative measures for potential impacts on plants and animals would be required for both options... Should the Gord Harry Trail Conservation Area Option be approved, a land use agreement would need to be entered with the proponent to ensure all potential impacts are minimized. This would assist in maintaining the watershed's natural resources (wildlife habitat) by balancing conservation and sustainable*

development for future generations and supporting the organization to achieve its mission, vision and values.” To this point, the draft easement agreement does include consultation with NPCA staff and recommended mitigative measures.

FINANCIAL IMPLICATIONS:

There is financial compensation for the use of the Gord Harry Trail by NRWC. The compensation includes \$100,000 donation to the Niagara Peninsula Conservation Foundation. These funds would be directed to capital projects on NPCA properties located in the Township of Wainfleet. In addition, there is \$20,000 per annum for the next 20 years (subject to increase via Consumer Price Index), which staff proposes that the funds to be allocated in trail development and maintenance throughout NPCA properties in the watershed.

Currently, there are no trail maintenance costs within the NPCA budget. NPCA staff does receive complaints and concerns from local trail users throughout the watershed related to: illegal use of trails by motorized vehicles, lack of signage, maintenance issues (including unauthorized alterations and littering), lack of trail maps, and the need for increased connectivity to other trails.

RELATED REPORTS AND APPENDICES:

1. *Hedley & McLachlin* Legal Opinion (under separate cover marked confidential);
2. *Hedley & McLachlin* Comments of Draft Easement Agreement (under separate cover marked confidential);
3. Draft Easement Agreement between NPCA and NRWC (under separate cover marked confidential); and
4. NPCA Staff Impact Assessment of Options - attached

Prepared and Submitted by:



Carmen D'Angelo
Chief Administrative Officer
Secretary Treasurer

This report was prepared with the consultative input from the Senior Management Team, Kim Frohlich, Ecologist and Lee-Ann Hamilton, Biologist.

Staff Impact Assessment of Options

Purpose

To provide information further to the Boards April Meeting request, regarding Niagara Region Wind Corporation (NRWC) Access Options regarding the Gord Harry Trail Conservation Area (T 49 and T23).

Background:

NPCA staff was asked to provide further information on the potential impacts of the two proposed NRWC accesses related to the Gord Harry Trail Conservation Area for Turbines 49 and 23. The two options are illustrated below:

Access Options



Option #1 ——— Option #2 ———

In light of the above, a site inspection was conducted on June 1, 2015 by NPCA staff Lee-Ann Hamilton (Supervisor, Watershed Biology) and Kim Frohlich (Ecologist) to assess potential impacts. The resources are noted below for potential impacts. Details on proposed construction for the access was not available, and access to private land was not gained by NPCA staff for review of adjacent lands, and therefore not included in this impact assessment.

NPCA staff review offers the following for consideration:

Natural Heritage Resources in the area include:

- Species at Risk - Snapping Turtle (Special Concern) and Blanding's Turtle (Threatened), Bobolink (Threatened bird) and Bald Eagle (Special Concern)
- Moulton West, and East, Provincially Significant Wetlands (PSW)
- groundwater recharge area
- Hoover Creek

Potential impacts to existing resources include:

Option along Gord Harry Trail (Option 2):

- Vegetation was contiguous including mature trees, tall shrubs and ground cover on the south side; and shrub and ground cover on the north side - Construction and access widening would likely require removal of a portion of this vegetation.
- Provincially significant Wetland to the northwest - Construction, access widening, and decommissioning activities may result in potential reduction or alteration of wetland hydrology and habitat loss
- Drain/waterway is present on both the north and south sides of the property; Hoover Creek exists at the southwest corner – potential impact include sedimentation and habitat loss
- Potential noise of equipment/construction on breeding birds
- Wildlife habitat corridor (including possible use by turtle Species at Risk) - Construction, maintenance, and decommissioning activities could result in mortality to species moving through the area or potential nesting
- Potential impact to turtles or turtle nests using the corridor May 1 through October 31 - Construction, maintenance, and decommissioning activities could result in impacts to species, eggs, offspring, and useable habitat during this time.

Option South of Gord Harry Trail (Option 1):

- Hedgerow – Construction would likely require removal of a portion of this vegetation.
- Waterway crossing at west end – New culvert installation may impact the watercourse by removing habitat and vegetation cover and sedimentation into the watercourse may occur as a result of construction activities.
- Farm field with existing vegetation (including potential use by bird species at risk if left in hay/pasture) – Construction of new access road may remove Species at Risk habitat (potential bird and turtle areas).
- Potential noise of equipment/construction on breeding birds
- Habitat corridor area (including possible use by turtle Species at Risk) - Construction, maintenance, and decommissioning activities could result in mortality to species moving through the area.
- Potential impacts to turtles or turtle nests on the existing trail (including Species at Risk turtles) and protection of eggs May 1 through October 31

In light of the above, mitigative measures for potential impacts on plants and animals would be required for both options. NPCA staff would suggest the following mitigation/conditions be added to any agreement for these proposed works. Review of detailed construction drawings may result in some additional mitigation requirements:

Mitigation/Conditions for Potential Impact of Both Options

POTENTIAL IMPACTS	POTENTIAL MITIGATION
Vegetation removal	<ul style="list-style-type: none"> - No removal of any natural vegetation within the wetland (PSW). - Minimize the removal of trees or other vegetation along the Gord Harry Trail. Additional considerations of construction footprint extent and location for access would be required, if

	<p>the Gord Harry Trail is chosen, to minimize site impacts (i.e. to determine optimal location north, south or balance on both sides of the existing trail). The area should be staked to visually identify and finalize any construction limits</p> <ul style="list-style-type: none"> - The installation of a limit of work fence would be required to prevent material/equipment from entering non-construction area - Large stock tree planting may be required at a 2:1 ratio for all trees removed from the trail corridor.
Monthly use of trail/access route by vehicles may impact turtles and nests	<ul style="list-style-type: none"> - Exclusion fence installed along the perimeter as per the consultants-MNR EIS protocol, or - No vehicle traffic allowed on the trail from May 1 to October 31 of any year unless an environmental consultant/herpetologist conducts nest searches and determines that there are no nests in the area - Vehicular site use for transmission tower access/maintenance from May 1 through Oct. 31 requires one to walk/assess area for basking turtles and disturbed soil/nesting prior to driving and avoid any species/areas found
Construction noise for adjacent breeding birds	<ul style="list-style-type: none"> - Vegetation removal associated with clearing, site access and staging should occur outside the key breeding bird period identified by Environment Canada for migratory birds to ensure compliance with the <i>Migratory Birds Convention Act</i> (MBCA), 1994 and Migratory Bird Regulations (MBR). If vegetation is to be removed between March 15 and August 31, a nest survey should be completed by a qualified avian biologist prior to commencement of works to identify and locate active nests of species covered by the MBCA. This should include the development of a mitigation plan to address any potential impacts on migratory birds and their active nests.
Groundwater recharge area	<ul style="list-style-type: none"> - No vehicle fuelling on site. - Sediment controls. - Pervious granular materials only allowed for trail repair/upgrade. - All granular materials must be washed and free of fine particles.
Potential Wetland Impacts (i.e. vegetation loss, soil compaction.)	<p>Any trail widening may be restricted to the south to minimize impacts.</p> <p>Clear limit of work fencing installed along edge of wetland to prevent storage of materials, grading, removal of vegetation or equipment entering the wetland boundary.</p> <p>No vehicle fuelling on site.</p> <p>Sediment controls.</p>
Creek crossing	<ul style="list-style-type: none"> - Detailed design of crossing required. - Specific design mitigation measures can be provided. - NPCA Permit may be required.
Sediment entering wetland and/or watercourse	<ul style="list-style-type: none"> - Specific sediment and erosion control mitigation measures can be provided. - All granular materials must be washed and free of fine particles.

Specific construction and maintenance mitigation measures can be provided by staff to reduce the potential impacts to the natural heritage features present once the preferred Option has been chosen.

Future maintenance activities requiring construction, placement or removal of granular materials or removal of vegetation must adhere to the above mitigation measures, and may require an NPCA Permit at that time.

Discussion:

To provide the Board with a summary of potential impacts of the Gord Harry Trail Conservation Area, for its' consideration.

Should the Gord Harry Trail Conservation Area Option be approved, a land use agreement would need to be entered with the proponent to ensure all potential impacts are minimized. This would assist in maintaining the watershed's natural resources (wildlife habitat) by balancing conservation and sustainable development for future generations and supporting the organization to achieve its mission, vision and values.