

### FULL AUTHORITY MEETING Wednesday, November 15, 2017 \*\*9:30 a.m.

\*\*or Immediately following the Niagara Peninsula Source Protection Authority
Ball's Falls Centre for Conservation
Glen Elgin Room
3292 Sixth Avenue, Jordan, ON

#### AGENDA

- 1. ROLL CALL
- 2. ADOPTION OF AGENDA
  - 2.1 Addition of items
  - 2.2 Change in order of items
- 3. DECLARATION OF CONFLICT OF INTEREST
- 4. PRESENTATIONS (and/or Delegations)
  - 4.1 Presentations
    - 4.1.1 Canada 150 School Board ProjectB. Baty, Chair, Niagara Peninsula Conservation Foundation
    - 4.1.2 2014-2017 Strategic Plan Review- Update Todd MacDonald, Performance Concepts
      - 4.1.2.1 Niagara Peninsula Conservation Authority (NPCA) Strategic Plan (2014-17) an Evidence Based Progress Evaluation
  - 4.2 Delegations
    - 4.2.1 None.
- 5. ADMINISTRATIVE BUSINESS
  - 5.1 <u>Approval of Draft Minutes</u> Full Authority Meeting – October 25, 2017
  - 5.2 Business Arising from Minutes

### 5.2.1 Appointments to Standing Committees

Board Member MacPherson

5.2.2 Niagara Region's Proposed International Gardens at Niagara Region Headquarters

As per notice provided at the NPCA Full Authority meeting held on October 25, 2017, Board member DiFruscio presented, for Board members consideration, a resolution respecting the Niagara Region's Proposed International Gardens at Niagara Region Headquarters.

5.3 Correspondence

None.

- 5.4 Chairman's Remarks
- 5.5 Chief Administrative Officer Comments

#### 6. BUSINESS FOR INFORMATION

- 6.1 <u>Thanksgiving Festival Report 2017</u> Report No. 105-17
  - A staff presentation will precede the discussion of this report.
- 6.2 <u>Financial and Reserve Report Month Ending October 2017</u> Report No. 106-17
- 6.3 <u>Trans Canada Trail Ceremony-Lieutenant Governor of Ontario</u> Report No. 107-17

### 7. BUSINESS FOR CONSIDERATION

- 7.1 Standing Committee Reports
  - 7.1.1 None
- 7.2 Reports
  - 7.2.1 Floodplain Mapping Project in the Towns of Grimsby & Lincoln (Supported by the National Disaster Mitigation Program)
    Report No. 108-17
  - 7.2.2 <u>Conservation Area Rates & Fee Schedule 2018</u> Report No. 109-17

- 7.2.3 NPCA Website Redesign DRAFT Request for Proposal (RFP)
  Report No. 110-17
- 7.2.4 DRAFT 2018 Proposed Meeting Schedule for Niagara Peninsula <u>Conservation Authority (NPCA) – Full Authority Board Meetings</u> Report No. 112-17
- 8. BUSINESS In Camera
  - 8.1 Motion to move in to Closed Session:

That the NPCA Full Authority meeting **DO NOW MOVE** in to Closed Session for the purposes of receiving information of a confidential manner respecting:

- 8.1.1 <u>A Matter regarding Solicitor-Client Privilege Compliance Iss</u>ue Report No. CR 111-17
- 8.2 Motion to reconvene in Open Session:

That the NPCA Full Authority meeting **RECONVENE** in Open Session.

- 8.2 Open Session Business Arising from Closed Session
- 9. NOTICE OF MOTION
- 10. NEW BUSINESS
- 11. ADJOURNMENT



# NPCA STRATEGIC PLAN (2014-17) AN EVIDENCE-BASED PROGRESS EVALUATION

November 15<sup>th</sup>, 2017

Submitted by



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### INTRODUCTION/BACKGROUND & METHODOLOGY

### Evidence-Based Evaluation of the 2014-17 NPCA Strategic Plan – Introduction & Background

Performance Concepts Consulting Inc. was retained during Q2 2017 by the NPCA Board to execute an independent 3<sup>rd</sup> party evaluation of the progress achieved to date across the NPCA's 2014-17 Strategic Planning cycle.

The 2014-17 NPCA Strategic Plan has served as the defining "change management" blueprint for the NPCA Board, its senior management team, and frontline employees. A range of external stakeholders also have a significant stake in the 2014-17 Strategic Plan's "change" agenda.

The Performance Concepts 3<sup>rd</sup> party strategic plan *progress assessment* will provide the NPCA Board, staff and community stakeholders with evidence-based confirmation of progress made to date, highlight areas where progress remains uneven or unrealized, and position the NPCA Board to maintain its "change management" momentum during the 2018-21 planning cycle.

#### i. NPCA Performance Assessment in 2012-13

In order to properly evaluate the progress made by the NPCA, it is important to be clear-eyed and objective about the state of the organization in the period leading up to the 2014 Strategic Plan. When Performance Concepts Consulting was retained to coordinate the NPCA's first strategic planning cycle in 2012, it soon became clear that the organization was in crisis. The crisis extended across governance systems, management systems, stakeholder relationships, facilities and the key Conservation Act service delivery mandate. By necessity, the strategic planning process evolved into a detailed and comprehensive two-phase undertaking. The first phase consisted of a full-bore operational review, and the second phase became a stakeholder driven strategic planning "change plan" exercise. When Performance Concepts briefed the NPCA Board on the challenges facing the organization in 2012, the performance issues set out in the figure below were communicated in clear, unambiguous language.

### **Summary of NPCA Board Briefing by Performance Concepts in 2012: Speaking Truth to Power**

### NPCA "Situation Analysis" Prior to 2014-17 Strategic Plan

- Absence of appropriate management tools/systems (Budget/Asset Management/HR)...competence gap in clear sight
- Absence of appropriate staff capacity to deal with Permit/Development Application workload...a choke point
- No established set of policies re. governance/management/conservation "blue print" to support CA regulatory decisions...ad hoc decision-making by staff without Board leadership
- A "regulatory hammer" culture where problem-solving not the focus...not a listening organization...no sustainable capacity for two-way communication with stakeholders
- Multiple mandates/regulatory hats...unclear which "hat" is being worn for a given decision...scope creep & lack of focus in mandate
- No alignment between Board/Senior Management/Front-line staff

The above noted assessment in 2012 reflected a series of NPCA internal interviews, a wide range of external stakeholder consultation sessions, technical analysis of internal management systems, and feedback from frontline NPCA staff.

In 2012-13 it was objectively clear that a traditional strategic planning cycle was not what the dysfunctional NPCA encountered by Performance Concepts Consulting required. The Board, to its credit, realized that transformational change was necessary to improve NPCA capacity and performance across a wide range of systems, programs and mandates. The Board decided the 2014-17 Strategic Plan was going to be the vehicle for this transformation.

### ii. NPCA Board's Response: A Change-Driven Strategic Plan

When confronted with the stream of evidence indicating that the NPCA was a dysfunctional organization, the Board realized that a traditionally executed strategic plan would not suffice. Instead the Board opted for a transformational planning process that would be structured around the core problems already identified by the stakeholders and internal Situation Analyses coordinated by Performance Concepts. Five Strategic Plan Working Groups (each chaired by a NPCA Board member) were struck to deal with the core problems hindering the NPCA. Each Working Group consisted of stakeholder organization representatives and notable Niagara community/watershed leaders. Over an 8-month period in 2012-13 these Working Groups developed the "change" actions/agenda that eventually became the backbone of the 2014-17 NPCA Strategic Plan. The figures on the following page set out the Working Groups:

- Governance & Accountability
- Assets & Asset Management
- Improving Development Process Performance
- Effective NPCA Model to Set Policies & Priorities
- Effective Communication with Stakeholders & Public

In turn, the Working Groups provided the substantive actions to be taken under the following umbrella of Strategic Goals (each with specific supporting Action Items):

- Greater Accountability
- Transform Organizational Culture
- Sustainable Infrastructure Management
- Improved Development Approvals Process Performance
- Effective Policies & Priorities Framework

### **Stakeholder Working Groups Executed a Transformational Strategic Planning Process**

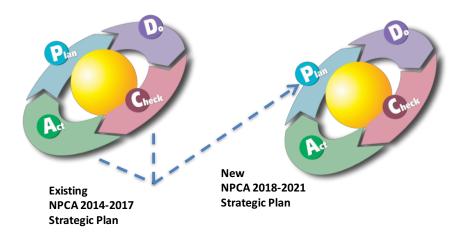




### **Progress Evaluation Built into Strategic Planning Cycle**

Good management 101 is premised on the Plan-Do-Check-Act cycle. The NPCA Board and the Working Groups had crafted a transformational plan. But the Strategic Plan was/is meaningless unless execution was effective in generating the desired change across the five Strategic Goals. Therefore, the "Check" stage of the 2014-17 cycle requires an evidence based evaluation of progress. The subsequent "Act" stage of the 2014-17 cycle will properly position the NPCA to continue its change journey via the upcoming 2018-2021 planning cycle.

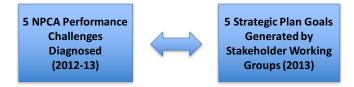
### **NPCA Strategic Planning Cycles Connect**



The key evaluation question facing the NPCA Board, the NPCA senior management team, and key external stakeholders is set out in the figure below. Has measurable progress been achieved? Progress can be measured from a process perspective – have the 2014-17 Strategic Plan's action items (positioned under each Strategic Goal) been executed? This is a checklist approach. But a more powerful approach to measure progress is focussed on results rather than a checklist. Have service delivery outcomes, management system performance, and the organization's culture actually undergone significant evolution/improvement? The Performance Concepts evaluation has focussed on the results based approach to understanding NPCA progress against the Strategic Plan.

### Key Question: Did NPCA 2014-17 Strategic "Change Plan" Actually Work?

 As first step in 2018-2021 strategic planning cycle, NPCA must measure actual progress against the "change" storyline set out by the Board in the 2014-17 Strategic Plan



### iii. Methodology for 2014-17 Strategic Plan Progress Evaluation

The Performance Concepts evaluation has been executed according to the following evidence based methodology. The overriding principles of value-for-money, need for a sustainable business model, and the imperative of a culture of accountability and two-way stakeholder dialogue have shaped the methodology.

Performance Concepts team has executued a detailed review of NPCA internal management and control systems (a risk management perspective). Financial, IT and operational planning systems have been reviewed. Internal interviews, Board reports, budgets, financial statements, 3rd party program reviews & project/work flow management tools have been reviewed. More than 100 documents have been reviewed as part of the technical internal evaluation of NPCA performance.

Stakeholder working sessions have been executed with the following groups: agriculture sector, development sector, municipal planners, community volunteers, nature club representatives, environmentally committed citizens of the watershed, and parks users. Discussions with NPCA Board members, management staff and selected frontline and administrative staff have added context to the evaluation.

Progress maps have been prepared around a number of progress themes that mirror the structure of the 2014-17 Strategic Plan. These progress maps extend across 2014-2017 and set out achievement milestones to date . Featured quantitative data "stories" confirm the progress maps .

Findings & Recommendations have been developed to guide the Board and the management team as it moves forward with the upcoming 2018-21 strategic planning cycle. An series of overall progress assessment "grades" have been developed to convey the degree of transformational success achieved by the NPCA.

Stakeholder Feedback Critical – It Balances the Quantitative Data-Driven Evaluation of Services/Systems

### External

### Internal

(Strategic Plan Cmtte)

General Public

Agriculture Community Conservation/Nature Groups

Region/Municipal Planners

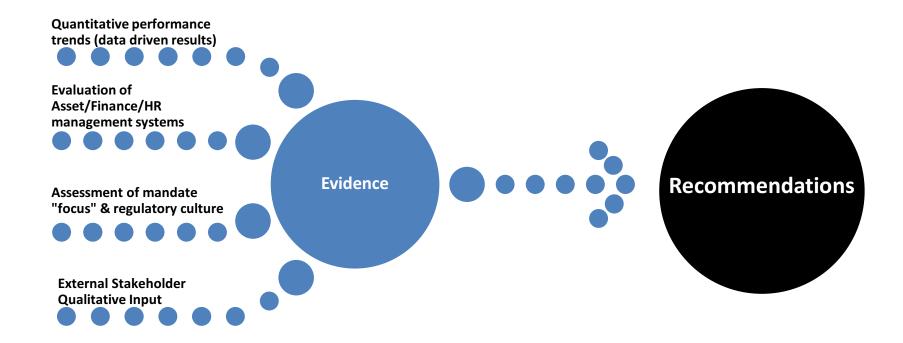
Development Community Volunteers NPCA Board

Park Users &

NPCA Management/Selected Staff

### A Methodology Based on Evidence

The independent evaluation of the 2014-17 Strategic Plan's performance was driven by a mix of quantitative and qualitative evaluation approaches. Findings and recommendations have been informed by this evidence based methodology.



### **Structure of the 2014-17 Strategic Plan Progress Evaluation**

The following evaluation components (with supporting progress maps and highlighted measurable achievements where appropriate) are documented in this report:

- NPCA Governance & Accountability
- Asset Management & Financial/Human Resource Management
- Development Permitting & MOU Development Application Advisory Services
- Policy Driven Decision-Making Framework
- Stakeholder & Public Communication/Consultation
- Opportunities for Improvement Moving Forward
- Overall Findings & Recommendations

# STRATEGIC PLAN PROGRESS EVALUATION: GOVERNANCE & ACCOUNTABILITY

The Performance Concepts progress map (see below) indicates that the NPCA has made significant progress around this 2014-17 Strategic Plan goal. Board transparency and public accountability initiatives are achieving industry "best practices" in some cases.

In terms of Board transparency, all member profiles (including professional background & any technical qualifications) are published online at the NPCA website. NPCA Board meetings are televised in their entirety. Meetings are open to the public. NPCA Board and Committee agendas and minutes are made available before/after meetings on a timely basis. Responding to stakeholder concerns (expressed in 2013) that NPCA staff were exercising excessive discretionary authority without Board control/accountability, governance decision-making processes have been reworked. Staff now make use of a restructured Board report format/template to ensure Board decision-making is transparent. In this report template the issue is identified, background information is supplied, decision options are set out, and staff recommendations are put forward. Decisions are then made by the Board. This NPCA Board-centric decision-making report template/process mirrors municipal sector "best practices" documented by Performance Concepts Consulting across 17-years of management consulting for Ontario municipalities. Finally, Board member expenses/activity are reported to the appropriate watershed funding municipality.

In 2014 the NPCA struck a new advisory body – the Community Liaison & Advisory Committee (CLAC). CLAC features diverse representation from various NPCA stakeholder groups, and has provided the NPCA Board with valued feedback on numerous matters of public policy and program design. The Province's new Conservation Authority legislation (Bill 139) mandates CLAC-style advisory committees across all Conservation Authorities. There are currently only two Conservation Authorities with advisory committees. NPCA has pioneered "best practices" across Ontario in this regard – best practices now mandated by the Province. CLAC's terms of reference have been recently updated to improve the flow of two-way stakeholder communication and consultation on NPCA strategic business priorities. The NPCA's community outreach staff team provides ongoing support to CLAC. The NPCA Chairman has championed public communication of the NPCA mandate and regulatory mission.

The NPCA staff team has instituted periodic "update reporting" to the Board around the strategic plan – adopting a process oriented checklist of action items called for in the Plan that have been executed. Performance Concepts has reviewed these update reports and can confirm their basic accuracy.

### **NPCA Governance & Accountability Progress Map**

2014	2015	2016	2017
Restructured format for Board Reports to enhance accountability (Issue, Background, Options, Recommendations)	Board Member profile pages posted on-line to improve transparency/ accountability	Live TV streaming of NPCA Board meetings	CLAC Terms of Reference review completed & members supported to promote 2-way sustained communication
Established CLAC terms of referencemembers selected by Q4	Staff Quarterly Update Reports to Board/municipalities/ online posting	CLAC terms of reference update considered internally via an assessment of CLAC effectiveness	Updated Board Code of Conduct proposed/in process of refinement
Implemented Reg. 2 Code of Conduct	Regular Board Progress Reporting Re. Strategic Plan Execution	NPCA Chairman "Outreach Roadshow" across Niagara to explain re-focused/simplified NPCA mandate as Conservation Act regulator	Board member activity reporting to Watershed Municipalitiesi.e. meeting attendance, mileage expenses

# Strategic Plan Progress Evaluation: Asset Management & Financial/Human Resource Control Systems

In 2013 the NPCA lacked basic management control systems pertaining to budgeting, financial reporting and human resources planning/management. There were simply no qualified staff able to design and execute appropriate operational planning and financial controls. It was unclear which staff were actually delivering which programs, and the accurate operating and capital costs of programs were not readily available. Financial reporting was meaningless, and even misleading.

At that time (2013) Performance Concepts Consulting reported to the Board that the risk management implications of this gap were unacceptable. Significant corrective measures were needed.

It was also clear in 2013 that NPCA assets were not being properly managed/maintained. Parks facilities were eroding and revenue generation to recover costs was inadequate. There were no asset inventories, condition ratings or lifecycle based capital investment plans. PSAB asset reporting requirements were not being met.

Finally, NPCA land acquisition/maintenance arrangements were haphazard and not being undertaken using objective criteria or value-for-money principles.

The 2014-17 progress maps (see below) document the exceptional progress made by NPCA management/professional staff to implement competent, industry-standard financial and asset management planning and control systems.

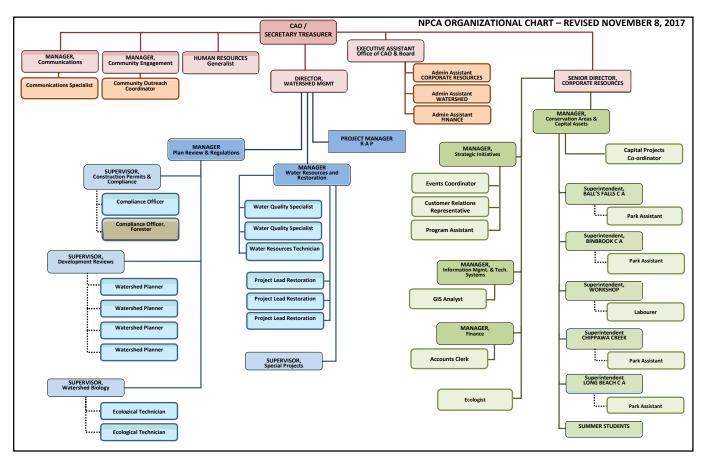
In 2014 the first NPCA stand-alone capital budget was created – eliminating the confusing and accountability killing blended operating and capital "budget" that had existed until then. In 2016 a new NPCA operating budget accounting structure was put into place (meshing an accurate/appropriate organization chart and NPCA core program areas). Manager level cost-centre accountabilities were put in place – NPCA managers built/owned their budgets and were going to be held accountable for the service delivery results associated with those budgets. Regular budget-versus-actuals variance reporting (to CAO & Board) has been implemented during each fiscal year. PSAB compliant financial statements were produced for the first time in 2016. On the HR side, proper HRIS software was implemented to properly manage new hires and existing staff. HR processes were reviewed and updated. Job evaluation and performance appraisal based planning commenced. HR system progress is ongoing in 2017 – payroll was automated and transferred to finance staff. The next generation of NPCA staff performance appraisals tied to NPCA business plan objectives will soon commence in 2018.

NPCA Progress Map - Financial/HR Control Systems

2014	2015	2016	2017
Stand-alone Capital Budget createdeliminating confusing accountability mix with operating budget	Decentralized staff budgeting model; establishing new NPCA Manager level cost- centre management accountabilities	HR staff specialist, HRIS software Payroll transfer to Finance to meet audit requirements HR processes review	On-line automated payroll system  Purchasing model re-design initiated by CAOcommitment to new centralized controls/monitoring
	Initiated significant user- pay revenue expansion & cost control efficiencies across portfolio of Parks – achieving full-cost recovery by 2016	PSAB compliant financial statementsalso Quarterly capital/operating budget versus actual reporting	Implemented 20-year Capital Project/Budgeting Planning Cycle
		Finance/accounting specialistBudget accounts restructured to reflect NPCA business lines & org structureeliminates previous fog around service costs	Value-for-Money Program Evaluation (i.e. Land Restoration) – identified operational problems & yielded opportunity for new delivery model with lower overheads

Value-for-money program reviews have been undertaken by NPCA when appropriate. During this assignment, Performance Concepts detected process execution and value-for-money concerns pertaining to the NPCA Land Restoration Program. A subsequent 3<sup>rd</sup> party in-depth program review confirmed significant program delivery risks, and recommended a new delivery model featuring enhanced investments and lower overheads. The resulting new program delivery model will reduce service delivery risks and improve program targeting/results. The lack of public understanding re. this successful program review by the NPCA should be remedied, and the expected improved Land Restoration outcomes should be publicly reported by the Board.

The NPCA org chart is a critical example of improved competency in control system design. Business units (i.e. staff) are organized according to program bundles they deliver. Budget and reporting accounting structures reflect the org chart and program bundle view of the organization. This was not historically the case – prior to 2014 budgets and org charts and program bundles were not coordinated in their management or external presentation. The org chart/program bundle "backbone" improves costing precision.



NPCA Progress Map – Asset & Land Management

2014	2015	2016	2017
Developed 6+1 Criteria for Evaluating Holdings	Board-approved Land Management Plan	Implementation of asset management software/reporting	
Review of NPCA Owned Holdings for possible divestment – eliminated maintenance contracts & consolidated to core holdings (reduced risk)	Completed comprehensive NPCA assets inventory/valuations, condition ratings & lifecycles		Capital Project Management "Critical Path" Tracking Tool linked to 2-year "use it or lose it" budgeting model
Review of 2007 map of desirable land packages for NPCA acquisition	Evidence-Based Land Acquisition Decisions: 3 Case Studies - avoided \$millions in clean- up risks & liability transfers	Facility-by-Facility capital budgetsnew 2 yr. "use it or lose it" capital budgeting/project model	
St Johns acquisition & Catholic Board/Brock partnership (indigenous programming)		Fleet restructuring review resulting in shedding owned fleet & leasing\$100k capital + \$30k operating savings	
6 +1 Acquisitions: i) Balls Falls farmland + ii) Lakeshore/Wainfleet	A series of Park-specific master plans establishing operational & asset management priorities		

Land management decision-making by the NPCA has been significantly upgraded between 2014-17 (see above). In 2014, the NPCA adopted new "6+1" evaluation criteria for re-structuring its land holdings. The NPCA has eliminated expensive maintenance contracts associated with "dumped" properties it had no business managing according to objective conservation criteria. The NPCA refocused on core properties, and reviewed its mapping of desired/appropriate properties for acquisition. Subsequent acquisitions (St Johns, Ball Falls, Lakeshore/Wainfleet) were subjected to objective review using the 6+1 evaluation criteria. Of equal importance, the criteria were used to evaluate and reject potential purchases of flawed properties with significant clean-up risks/liability issues.

Sustainable asset management is a priority for the province and Ontario municipalities.

The NPCA approach to sustainable asset management meets "best practices" in the municipal sector. In 2015 the NPCA completed a detailed project to establish asset inventory, asset valuations, and asset condition ratings. This base data supported the development of asset usage/reinvestment lifecycles for all major NPCA assets. The new NPCA 20-year capital budget model incorporated this critically important technical work. Facility-by-facility capital budgets incorporate a two-year "use it or lose it" business rule. The resulting capital planning discipline is noteworthy – capital funding commitments are not permitted to accumulate in the absence of work progressing. Municipal governments in Niagara and beyond would be well advised to make use of a similar "use it or lose it" business rule for capital planning. A capital project critical path tracking tool (simple but effective excel based tracking) supports timely capital project execution and enforcement of the "use it or lose it" business rule.

A series of park-specific master plans have created a sustainable operations and financing model. The master plans have identified user-defined capital priorities/marketing plans/timeframes for implementation (see figures below for Binbrook). The user defined priorities have been properly costed and integrated into the 20-year capital planning framework.

### Excerpts from 2014 Binbrook CA Master Plan - Confirms NPCA Sustainable Parks Planning Model

### **Binbrook Excerpts 1-2:**

1. Necessary Infrastructure Upgrades

2. Improve Visitor Superience Superienc

#### Phasing Plan

The Phasing Plan for the Binbrook Conservation Area identifies three periods for implementation, short term (years 1-5), medium term (years 6-10), and long term (years 11+). As identified in the previous section, some projects require attention in Years 1 through 3 to ensure that the park continues providing a high level of service.

PHASE	YEAR	PROJECTS
SHORT TERM	1	Infrastructure Upgrades (Includes septic system upgrades / new system, additional water well, and electrical servicing upgrades) Existing Washroom Facility Upgrades / Expansion Accessible Children's Trail Continuous Trail Upgrades Kayak / Canoe Storage Racks Pavilion #2 Wind Curtain
	2	Electronic Control System at Main Entrance     Expanded Heated Gatehouse     Gazebo at West Reflection Area     Outdoor Event Venue Upgrades
	3	Pavilion #1 Expansion     New Picnic Pavilions (2)     Roads and Parking Upgrades
	4-5	Multi-Purpose Building
MEDIUM TERM	6-10	Observation Tower     New Fishing Platforms     Main Boat Launch Upgrades     Glamping Area
LONG TERM	11+	South Side Trail     Continuous Accessible Trail Around Lake Niapenco     Splash Pad Upgrades / Renovation

Table 6.1: Phasing Plan

### **Binbrook Excerpt 3:**

### 6.2 Site Development Costs

Order of magnitude development cost estimates for the master plan elements have been developed. These are presented below. The total development cost for all elements in the master plan is in the range of \$8.255 -\$9.025 million. It should be noted that these costs do not include design fees or H.S.T.

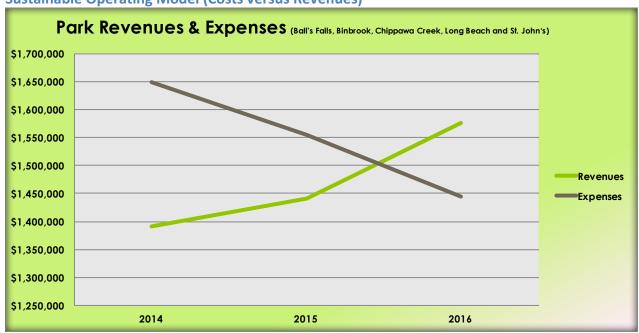
em .	Estimated Cost
eptic System	
Option A - Upgrade Existing 2 Septic Beds	5400,000
Option B - Centralized System (w/ waste water in forced main system to constructed wetland)	\$800,000
dditional Water Well (w/ treatment facility)	\$150,000
lectrical Services Upgrades	\$200,000
xisting Weshroom Facility	
lytion A - Upgrade existing to comply with AODA.	530,000
option B - Expand Facility (add sinks, stalls, change area, etc.)	\$100,000
lectronic Control System at Main Entrance	\$20,000
xpanded Gatehouse	\$100,000
ccessible Children's Trail	
imentone Screening (2m wide x 800m long)	\$50,000
ducational / explorative elements (ages 4-8)	\$20,000
rail Upgrades (continuous)	
imestone Screening (2m wide)	5200,000
sterpretive / Educational Signage (20 signs)	\$50,000
exillion #2 Wind Curtain	\$5,000
avilion #1 Expansion (ind. washrooms)	\$100,000
ew Picnic Pavilions (2)	\$150,000
iszebo at West Reflection Area	\$35,000
ayak / Canoe Storage Racks (50 spaces)	\$25,000
ilamping Area (incl. road access, spetic system, water, electricity, 20 sites)	\$820,000
pgrade Roads and Parking	
loads (1600m s 6m)	\$500,000
spand Parking Amas (5000 sq. m)	\$250,000
Outdoor Event Venue (incl. new site grading)	\$150,000
Aulti-Purpose Building (6,000 sq. ft., w/ washrooms)	\$2,000,000
Year 1-5 TOTAL (low / high	\$5,255,000 /

ltem	Estimated Cost	
Observation Tower	\$200,000	
Fishing Pletforms	\$300,000	
Main Boat Launch Upgrades	\$150,000	
Year 6-10 TOTAL	\$650,000	
Years 11+		
Hern	Estimated Cost	
South Side Trail		
Limestone Screening (2m wide, 1800m long)	\$150,000	
Continuous Accessible Trail Around Lake (limestone screening + boardwalk)	\$2,000,000	
Splesh Ped		
Option A - Enlarge Existing Splash Pad	\$200,000	
Option 8 - Themed Water Play Area (to be major attractor)	\$500,000	
Year 11+ TOTAL (low / high	\$2,350,000 /	\$2,650,000
TOTAL for All Phases (Jow / high)	\$8,255,000 /	\$9.025.000

Table 6.2: Development Costs

Augmenting the sustainable NPCA parks capital planning model, notable progress has been made in developing a full cost recovery operating model for the NPCA "big five" park locations (see figure below). The NPCA's facilities rental/marketing group has been successful in generating new revenue streams, and operating costs have been effectively controlled. This turnaround in just three fiscal years represents a significant operational accomplishment for the NPCA.





The steady improvement in NPCA self-generated revenues (especially 2014 onwards) represents substantial progress by the NPCA towards financial sustainability and a net reduction in financial risk moving forward.



### **NPCA Self-Generated Funds**



<sup>\*</sup> NPCA Self-Generated Funds include User Fees, sales, admissions, administration fees & interest

# STRATEGIC PLAN PROGRESS EVALUATION: CONSERVATION ACT DEVELOPMENT PERMITTING & REGION OF NIAGARA ADVISORY SERVICES UNDER MOU

In 2012-2013 municipal planners and developers/builders from across Niagara were critical of the NPCA's performance in delivering timely Conservation Act permit decisions and MOU advice on development applications. NPCA resources were inadequate for the volume of work that was required. NPCA review processes were not mapped, nor were timeframe targets for decisions put in place by staff or endorsed by the Board. An inflexible and doctrinaire regulatory culture was derided by applicants and development stakeholders.

In 2014 the NPCA redeployed existing FTE to create two new Development Planner positions – essentially doubling the existing workload capacity. An estimated 3,000 file-processing hours were added. Permit processes were mapped and streamlined. Timeframe targets were established. The Board endorsed the new process maps and timeframe targets (2016). The Board also endorsed a new dispute resolution model where unduly delayed applications/files could be escalated from staff consideration to Board consideration (2014). The Board's dispute resolution model has galvanized NPCA staff's commitment to provide timely decisions on permit files.

In 2015 the NPCA purchased and implemented the CityView workflow software tool for coordinating its development workload across numerous applications/files (both Conservation Act permits and MOU workload for municipalities). Workflow software is employed by numerous Ontario growth municipalities to ensure timely and coordinated development application processing – juggling the competing file workload/deadlines in a rational fashion. The resulting "conveyor belt" of files can be properly triaged according to completeness, complexity and aging. The NPCA is the only Ontario conservation authority to install/use workflow software in order to rationalize its development approvals service delivery. This sector "best practice" has been attracting attention/interest from conservation authorities across the province. The NPCA CityView rollout compares favourably with most municipal rollouts of similar workflow software solutions.

As part of this review, Performance Concepts requested customized development application processing timeframe reports from NPCA staff (a mini test audit). The reports were configured promptly by NPCA IT staff and they confirmed the ability of CityView to report actual processing timeframes versus targets. Additional refinement to CityView reporting capabilities are tentatively planned for 2018. The figure on page 29 is indicative of CityView automated reporting capabilities moving forward.

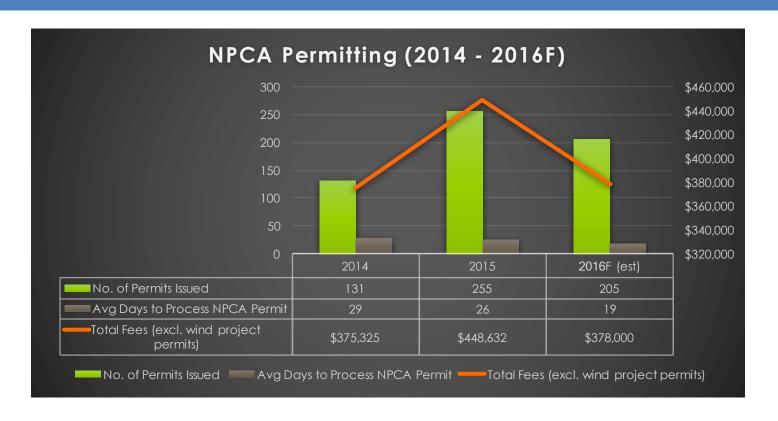
NPCA development fees were updated in 2015 – positioning the NPCA to conform with new Bill 139 fee provisions/requirements.

**NPCA Progress Map - Permitting & Development Advisory Services** 

## Streamlined/Efficient Delivery of Permitting & Development Advisory Services (MOU)

2014	2015	2016	2017
Two new Development Planner positions (3,000 file processing hours) added to improve processing timeframes	CityView work-flow software tool selected, purchased & implementedonly Ontario CA to adopt this efficiency-driven development approvals workflow tool		Full year of performance reporting capacity tracked in CityView for municipal development applications & NPCA permits
Board adoption of streamlined Development Permit process (mapped)	Development fees policy/structure review executed	Development Review Process timelines adoptedquarterly reporting instituted	P. Concepts executes test of CityView software reporting accuracy/ capability
Board adoption of Dispute Resolution model for applicants		100% attendance at municipal pre-con meetingsexpedites review timeliness	MOU rationalization process initiated to ensure Region/NPCA roles are disentangled/streamlined

The current rationalization of the dated Region of Niagara-NPCA MOU indicates ongoing due diligence by both parties re. development approvals roles/mandates. The validity of conservation authority involvement in development approvals (via an MOU) has been endorsed in the Province's new Conservation Act Bill 139. However, the precise roles played by a conservation authority already differs across provincial watersheds. For instance, a similar MOU roles/responsibilities rationalization (beyond Niagara) is currently being negotiated by Halton Region and Conservation Halton. Performance Concepts can report that the potential transfer of application processing capacity (i.e. staffing) between a regional government and a conservation authority is a legitimate aspect of modernizing MOU arrangements – in both Niagara and beyond.



# Strategic Plan Progress Evaluation: Policy Driven Decision Making Framework

Prior to 2014, NPCA decision making was perceived by stakeholders and staff to be ad-hoc, inconsistent and not necessarily reflective of the Board's perspective/collective point of view. The widely held stakeholder perspective was that staff occupied this Board "policy void" with its own agenda and perspectives. Accountability and transparency were not well served.

In 2014 the Board approved the Mission/Vision/Values statements contained in the 2014-17 Strategic Plan. These statements provided the overarching rationale for a policy-making model to be applied to management and policy matters alike. A policy screening tool was applied to identify a list of policies that needed to be developed and implemented. Across 2015-2017 approximately 25 policies dealing with governance, administrative matters, development approvals, financial controls and Board conduct were developed and approved (see figure on page 33). Staff's role as advisor and implementer became more defined and circumspect. The Board's role as the decision-maker within a policy defined framework was re-enforced.

Major policies central to the NPCA's Conservation Act mandate have been successfully implemented (i.e. Places to Grow, Greenbelt Act, Niagara Escarpment Plan). The NPCA regulatory policies imbedded in the draft "Living Landscape" document is currently being navigated through extensive community consultations (2017).

### NPCA Progress Map – Policy Framework Development

### **Effective NPCA Model to Set Policies & Priorities**

2014	2015	2016	2017
Mission/Vision/Values produced & approved by Boardoverarching platform for Policy development			
Policy Screening tool developed/approved for subsequent use reviewing multiple policies			
List of Policies for Review confirmed by Board		<del></del>	25+ governance, administrative, development approval, financial control policies reviewed/refined
NPCA Development Policies review	Places to Grow review executed Greenbelt Act review executed Niagara Escarpment Plan review executed	•Reg. 155/06 •Living landscape Discussion paper & public consultation	Living Landscape Policy Production

## NPCA's Steady Progress Developing a Wide Range of Policy Frameworks – Excerpt 2016 Staff Report Updating Strategic Plan Completion

NPCA Policy Framework Producing	Year
Planning MOU Improvement Policy	2014
Consultant Selection Policy	2014
Binbrook Master Plan Policies	2014
CLAC Terms of Reference	2014
Unsolicited Proposals Policy	2014
Vehicle & Equipment Policy	2014
Accessibility Standard Compliance Policy	2014
O Reg. 155/06 Policy Revisions	2014
Policy Re. Dispute Resolution Process	2014
Regulation #1 Governance/Admin Policies	2014
Regulation #2 Meeting Procedures	2014
Regulation #3 Hearing Procedures	2014
Permits Approvals Process Policy	2014
Health & Safety Statement	2015

Policy Framework Producing	Year
Workplace Violence & Harassment Prevention	2015
Tangible Capital Asset Accounting	2015
Greenbelt Act Phase 1 Provincial Review	2015
Places to Grow & Niagara Escarpment Act	2015
Land Management Plan	2015
Moveable Assets Policy	2015
Naming of Assets/Facilities Policy	2015
Geocaching Guidelines	2015
Planning & Regulation Fees Policy	2015
Purchasing/Procurement Policy	2015
Cash Deposit Policy	2016
Capital Assets Management/Planning	2016

# Strategic Plan Progress Evaluation: Stakeholder & Public Communication/Consultation

#### NPCA Strategic Plan (2014-17) – Evidence Based Progress Evaluation

The NPCA 2014-17 Strategic Plan sought to transform the culture of the organization. In 2012-13 stakeholders criticized the NPCA for carrying a heavy regulatory hammer and displaying little capacity or willingness to pragmatically address/resolve issues. The NPCA was seen as dictatorial and some frontline staff were lacking in the requisite problem solving and communications skills. Other staff were commended for partnership building and outreach. The Board emphasized the need for the NPCA regulator to become a listening organization. Clearly, the NPCA had its work cut out for it given the diverse mandates and stakeholder perspectives it needed to consider. Resourcing and capacity were a major stumbling block – in 2014 the NPCA had a single communications specialist on staff.

Limited progress has been made. Previous recognition of the value of CLAC has been noted in this report. Efforts have been made to expand the use of social media to create conversation pathways with the public and stakeholders. Board outreach – especially by the current Board Chair – has produced some degree of improved dialogue. There continues to be significant room for improved effectiveness in creating a two-direction sustained conversation with the public and key stakeholders. In the execution of this review Performance Concepts has received helpful stakeholder input around techniques/actions to improve communication moving forward. Investments by the Board in added community outreach and communications staff resources (2017) represent a promising ongoing commitment. However, the NPCA does currently suffer from an absence of communication discipline vis-à-vis its dealings with the media and other stakeholders. The transformation story that has unfolded since 2014 does not yet enjoy widespread public traction, despite ample evidence of significant progress. Technology can play a key role in improving the sustainability of two-way meaningful/interactive consultation with the public and stakeholders. There remains much work to be done.

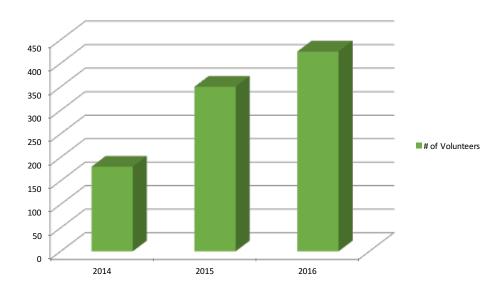
One such progress area is volunteer activation. The count of volunteers and volunteer hours, that leverage/amplify NPCA program delivery, has climbed steadily in recent years. NPCA has documented those increases when requested by Performance Concepts. By mid-2017 approximately 350 volunteers (25 organizations/groups) delivered 3,000 hours. The 2017 reporting moves beyond volumes of volunteer effort to set out actual countable units of work accomplished (see Progress Map below). The 2017 reporting build on the progress trends documented in the 2014-16 data displayed on page 37 of this report.

NPCA Progress Map – Effective Communication with Stakeholders & Public

#### **Effective Communications with Stakeholders & Public**

2014	2015	2016	2017
	Marketing & Communications Division created		Community Outreach/Communication capacity improved to achieve sustained 2-way dialogue with stakeholders/public
	Expanded use of social media toolkit to engage public & stakeholders (e.g. Thanksgiving Festival, Cave Springs Master Plan)		
Successful expansion/growth of volunteer capacity coordinated by Community Outreach staff	Tracking # volunteers, volunteer hours but not impacts		Quarterly impact Reporting of Volunteers: A Q2 2017 Sample  Removed 62 garbage bags of garlic mustard from our Conservation Areas Planted 357 native trees Planted 2200 native wildflowers Monitored 26 Eastern Bluebird boxes at Ball's Falls - 11 boxes hosting bluebirds and a total of 40 bluebird eggs Helped educate 6036 children  Total volunteers (January to June): 75 individuals + 268 from 25 community groups/partners = 343 volunteers Total hours: 2886 hours

## **Trends- Volunteers**



# Strategic Plan Progress Evaluation: Overall Evaluation & Recommended Opportunities for Improvement

#### NPCA Strategic Plan (2014-17) – Evidence Based Progress Evaluation

The NPCA is not a perfect organization. There are no perfect organizations. However, the NPCA has utilized its "change" driven 2014-2017 Strategic Plan to transform itself into a progress-driven organization. In 2013, the organization was failing against all of the evaluation criteria noted in the "report card" style scorecard appearing below. By 2017, the NPCA displayed significant improvement in most categories, and limited improvement in one category (Public/Stakeholder Relations). The management team has noted that a continuous improvement commitment will permit the NPCA to build on these results. Performance Concepts can state with confidence, that its evidence-based evaluation of the NPCA reveals a competently managed organization – poised to tackle significant policy issues (e.g. climate change), refine its core mandate, and improve its two-way stakeholder communications.

Service Delivery/Management	Overall Assessment Grade in 2017 (Summarizing Evidence Based Evaluations)	
Governance & Accountability	B+	
Budget/Financial Controls/Asset Management	Α	
Permitting & Development Approvals Services to Region via MOU	B+	
Policy Development Framework	В	
Public/Stakeholder Relations	C+ to B-	

NPCA demonstrates evidence based progress from "D" level performance in all categories as evidenced 2012-13

#### NPCA Strategic Plan (2014-17) – Evidence Based Progress Evaluation

The key improvement opportunities revealed in the Performance Concepts evaluation of 2014-2017 Strategic Planning progress are as follows:

- 1. Improve NPCA's cultural alignment and service delivery accountability by adopting & populating Key Performance Indicators (i.e. an NPCA Conservation Scorecard) for all forward-facing programs. Integrate Conservation Scorecard development within the 2018-2021 strategic planning cycle. Use the Scorecard to set longer term program-specific and broad community outcome performance targets.
- 2. Improve NPCA's already robust management/financial controls by adopting a centralized purchasing model to ensure standardized/consistent vendor selection processes. Do so during 2018.
- 3. Utilize CLAC to devise a new technology-driven model for sustained two-way stakeholder communication and problem solving. Position this initiative within the 2018-2021 strategic planning cycle. Imbed a new, effective consultation model/process/toolkit in a new Board approved policy that moves beyond "last century" failed consultation approaches.
- 4. Expand community outreach and stakeholder consultation efforts around watershed indigenous communities that share NPCA conservation values.
- 5. Continue to conduct detailed/targeted program reviews to ensure value-for-money and foster continuous improvement.

### Perspectives on Upcoming 2018-21 Strategic Planning Cycle

#### NPCA Strategic Plan (2014-17) – Evidence Based Progress Evaluation

#### **Opportunity to Rebalance Towards NPCA Program & Mandate Driven Priorities Moving Forward**

The 2014-2018 Strategic Plan moved the NPCA into the category of a competently managed organization. The 2018-2021 strategic planning cycle can build on that hard-earned foundation of financial/asset management and operational planning competence.

The NPCA's 2018-2021 strategic planning cycle can consider ambitious planning and delivery of forward-facing programs and community initiatives. This is consistent with recent public announcements made by the CAO around strategic initiatives such as a 100-year Water Quality Plan and Climate Change Mitigation. This type of pivot towards ambitious conservation objectives, now that previous NPCA management deficiencies have been dealt with during 2014-2017, was strongly supported during stakeholder listening sessions that occurred as part of this review exercise.

A 2018-2021 strategic planning process that integrates NPCA Board priorities, NPCA staff's operational ambitions, and stakeholders' diverse reservoir of ideas for sustainable collaboration, will result in a continued cycle of progress for the organization.





# NPCA 2014-17 Strategic Plan An Evidence-Based Progress Evaluation

Briefing for NPCA Board

November 15th 2017

# Evidence-Based Evaluation of the 2014-17 NPCA Strategic Plan – Introduction & Background

Performance Concepts Consulting Inc. was retained during Q2 2017 by the NPCA Board to execute an independent 3<sup>rd</sup> party evaluation of the progress achieved to date across the NPCA's 2014-17 Strategic Planning cycle.

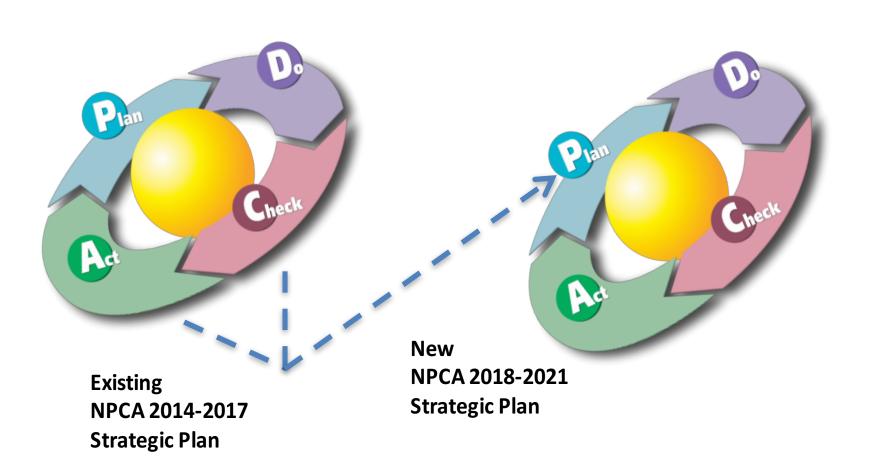
The 2014-17 NPCA Strategic Plan has served as the defining "change management" blueprint for the NPCA Board, its senior management team, and frontline employees. A range of external stakeholders also have a significant stake in the 2014-17 Strategic Plan's "change" agenda.

The Performance Concepts 3<sup>rd</sup> party strategic plan *progress assessment* will provide the NPCA Board, staff and community stakeholders with evidence-based confirmation of progress made to date, highlight areas where progress remains uneven or unrealized, and position the NPCA Board to maintain its "change management" momentum during the 2018-21 planning cycle.

### NPCA "Situation Analysis" Prior to 2014-17 Strategic Plan

- Absence of appropriate management tools/systems (Budget/Asset Management/HR)...competence gap in clear sight
- Absence of appropriate staff capacity to deal with Permit/Development Application workload...a choke point
- No established set of policies re. governance/management/conservation "blue print" to support CA regulatory decisions...ad hoc decision-making by staff without Board leadership
- A "regulatory hammer" culture where problem-solving not the focus...not a listening organization...no sustainable capacity for two-way communication with stakeholders
- Multiple mandates/regulatory hats...unclear which "hat" is being worn for a given decision...scope creep & lack of focus in mandate
- No alignment between Board/Senior Management/Front-line staff

## **NPCA Strategic Planning Cycles Connect**



# Key Question: Did NPCA 2014-17 Strategic "Change Plan" Actually Work?

• As first step in 2018-2021 strategic planning cycle, NPCA must measure actual progress against the "change" storyline set out by the Board in the 2014-17 Strategic Plan

5 NPCA Performance Challenges Diagnosed (2012-13)



5 Strategic Plan Goals
Generated by
Stakeholder Working
Groups (2013)

# Stakeholder Feedback Critical – It Balances the Quantitative Data-Driven Evaluation of Services/Systems

## External

## Internal

Park Users &
Volunteers
NPCA Board
(Strategic Plan Cmtte)

NPCA Staff

**General Public** 

Agriculture Community Conservation/Nature Groups

Region/Municipal

gion/Municip Planners Development

Community

### **Structure of the 2014-17 Strategic Plan Progress Evaluation**

The following evaluation components (with supporting progress maps and highlighted measurable achievements where appropriate) are documented in this report:

- NPCA Governance & Accountability
- Asset Management & Financial/Human Resource Management
- Development Permitting & MOU Development Application Advisory Services
- Policy Driven Decision-Making Framework
- Stakeholder & Public Communication/Consultation
- Opportunities for Improvement Moving Forward
- Overall Findings & Recommendations

### **NPCA Governance & Accountability Progress Map**

2014	2015	2016	2017
Restructured format for Board Reports to enhance accountability (Issue, Background, Options, Recommendations)	Board Member profile pages posted on-line to improve transparency/accountability	Live TV streaming of NPCA Board meetings	CLAC Terms of Reference review completed & members supported to promote 2-way sustained communication
Established CLAC terms of referencemembers selected by Q4	Staff Quarterly Update Reports to Board/municipalities/ online posting	CLAC terms of reference update considered internally via an assessment of CLAC effectiveness	Updated Board Code of Conduct proposed/in process of refinement
Implemented Reg. 2 Code of Conduct	Regular Board Progress Reporting Re. Strategic Plan Execution	NPCA Chairman "Outreach Roadshow" across Niagara to explain re-focused/simplified NPCA mandate as Conservation Act regulator	Board member activity reporting to Watershed Municipalitiesi.e. meeting attendance, mileage expenses

### **NPCA Progress Map – Financial/HR Control Systems**

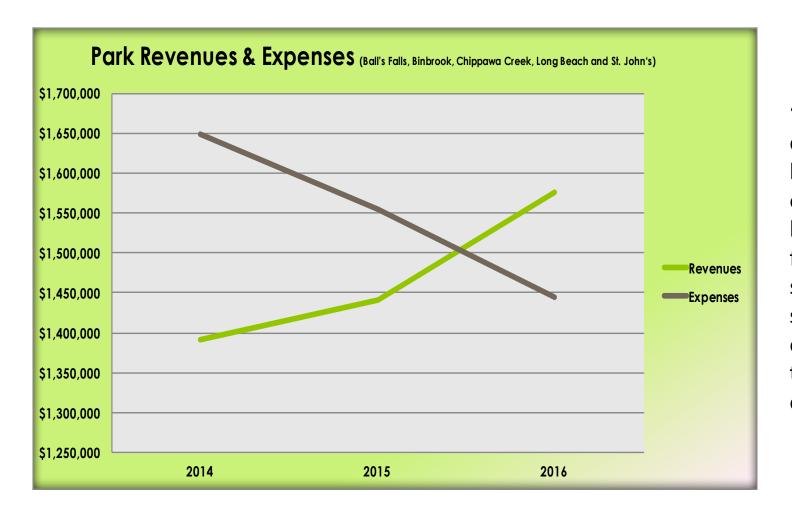
2014	2015	2016	2017
Stand-alone Capital Budget createdeliminating confusing accountability mix with operating budget	Decentralized staff budgeting model; establishing new NPCA Manager level cost- centre management accountabilities	HR staff specialist, HRIS software Payroll transfer to Finance to meet audit requirements HR processes review	On-line automated payroll system  Purchasing model re-design initiated by CAOcommitment to new centralized controls/monitoring
	Initiated significant user- pay revenue expansion & cost control efficiencies across portfolio of Parks – achieving full-cost recovery by 2016	PSAB compliant financial statementsalso Quarterly capital/operating budget versus actual reporting	Implemented 20-year Capital Project/Budgeting Planning Cycle
		Finance/accounting specialistBudget accounts restructured to reflect NPCA business lines & org structureeliminates previous fog around service costs	Value-for-Money Program Evaluation (i.e. Land Restoration) – identified operational problems & yielded opportunity for new delivery model with lower overheads

"The 2014-17 progress maps (see below) document the exceptional progress made by NPCA management/professional staff to implement competent, industry-standard financial and asset management planning and control systems."

#### NPCA Progress Map – Asset & Land Management

2014	2015	2016	2017
Developed 6+1 Criteria for Evaluating Holdings	Board-approved Land Management Plan	Implementation of asset management software/reporting	
Review of NPCA Owned Holdings for possible divestment – eliminated maintenance contracts & consolidated to core holdings (reduced risk)	Completed comprehensive NPCA assets inventory/valuations, condition ratings & lifecycles		Capital Project Management "Critical Path" Tracking Tool linked to 2-year "use it or lose it" budgeting model
Review of 2007 map of desirable land packages for NPCA acquisition	Evidence-Based Land Acquisition Decisions: 3 Case Studies - avoided \$millions in clean- up risks & liability transfers	Facility-by-Facility capital budgetsnew 2 yr. "use it or lose it" capital budgeting/project model	
St Johns acquisition & Catholic Board/Brock partnership (indigenous programming)		Fleet restructuring review resulting in shedding owned fleet & leasing\$100k capital + \$30k operating savings	
6+1 Acquisitions: i) Balls Falls farmland + ii) Lakeshore/Wainfleet	A series of Park-specific master plans establishing operational & asset management priorities		

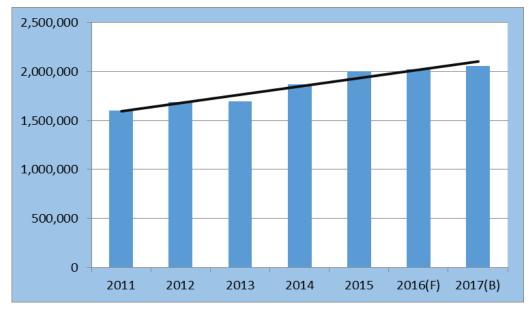
"The NPCA approach to sustainable asset management meets "best practices" in the municipal sector... Municipal governments in Niagara and beyond would be well advised to make use of a similar "use it or lose it" business rule for capital planning."



"Augmenting the sustainable NPCA parks capital planning model, notable progress has been made in developing a full cost recovery operating model for the NPCA "big five" park locations (see figure below). The NPCA's facilities rental/marketing group has been successful in generating new revenue streams, and operating costs have been effectively controlled. This turnaround in just three fiscal years represents a significant operational accomplishment for the NPCA."



#### **NPCA Self-Generated Funds**



<sup>\*</sup> NPCA Self-Generated Funds include User Fees, sales, admissions, administration fees & interest

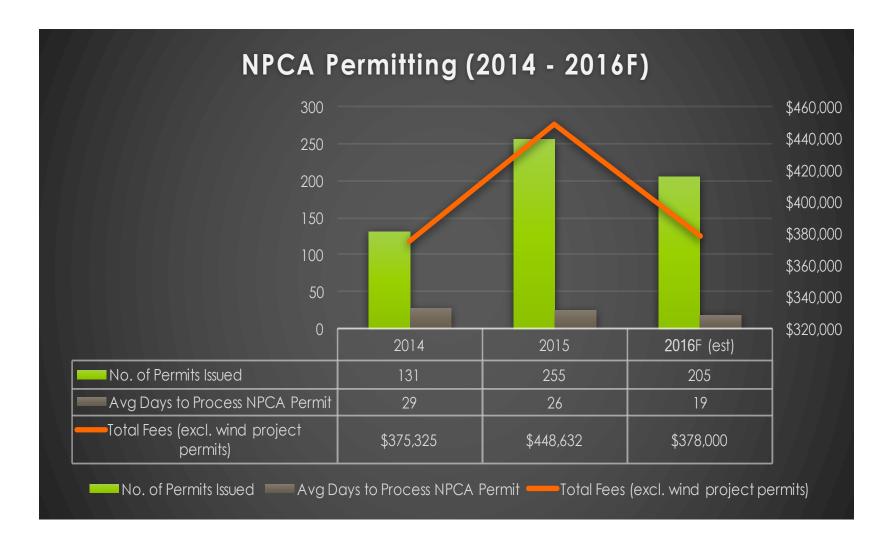
"The steady improvement in NPCA selfgenerated revenues (especially 2014 onwards) represents substantial progress by the NPCA towards financial sustainability and a net reduction in financial risk moving forward."

#### **NPCA Progress Map - Permitting & Development Advisory Services**

# Streamlined/Efficient Delivery of Permitting & Development Advisory Services (MOU)

2014	2015	2016 2017	
Two new Development Planner positions (3,000 file processing hours) added to improve processing timeframes	CityView work-flow software tool selected, purchased & implementedonly Ontario CA to adopt this efficiency-driven development approvals workflow tool		Full year of performance reporting capacity tracked in CityView for municipal development applications & NPCA permits
Board adoption of streamlined Development Permit process (mapped)	Development fees policy/structure review executed	Development Review Process timelines adoptedquarterly reporting instituted	P. Concepts executes test of CityView software reporting accuracy/ capability
Board adoption of Dispute Resolution model for applicants		100% attendance at municipal pre-con meetingsexpedites review timeliness	MOU rationalization process initiated to ensure Region/NPCA roles are disentangled/streamlined

"Workflow software is employed by numerous Ontario growth municipalities to ensure timely and coordinated development application processing – juggling the competing file workload/deadlines in a rational fashion...The NPCA is the only Ontario conservation authority to install/use workflow software in order to rationalize its development approvals service delivery. This sector "best practice" has been attracting attention/interest from conservation authorities across the province."



"As part of this review,
Performance Concepts
requested customized
development application
processing timeframe reports
from NPCA staff (a mini test
audit). The reports were
configured promptly by NPCA
IT staff and they confirmed the
ability of CityView to report
actual processing timeframes
versus targets."

### **NPCA Progress Map – Policy Framework Development**

### **Effective NPCA Model to Set Policies & Priorities**

2014	2015	2016	2017
Mission/Vision/Values produced & approved by Boardoverarching platform for Policy development			
Policy Screening tool developed/approved for subsequent use reviewing multiple policies			
List of Policies for Review confirmed by Board			25+ governance, administrative, development approval, financial control policies reviewed/refined
NPCA Development Policies review	Places to Grow review executed Greenbelt Act review executed Niagara Escarpment Plan review executed	•Reg. 155/06 •Living landscape Discussion paper & public consultation	Living Landscape Policy Production

NPCA Policy Framework Producing	Year
Planning MOU Improvement Policy	2014
Consultant Selection Policy	2014
Binbrook Master Plan Policies	2014
CLAC Terms of Reference	2014
Unsolicited Proposals Policy	2014
Vehicle & Equipment Policy	2014
Accessibility Standard Compliance Policy	2014
O Reg. 155/06 Policy Revisions	2014
Policy Re. Dispute Resolution Process	2014
Regulation #1 Governance/Admin Policies	2014
Regulation #2 Meeting Procedures	2014
Regulation #3 Hearing Procedures	2014
Permits Approvals Process Policy	2014
Health & Safety Statement	2015

Policy Framework Producing	Year
Workplace Violence & Harassment Prevention	2015
Tangible Capital Asset Accounting	2015
Greenbelt Act Phase 1 Provincial Review	2015
Places to Grow & Niagara Escarpment Act	2015
Land Management Plan	2015
Moveable Assets Policy	2015
Naming of Assets/Facilities Policy	2015
Geocaching Guidelines	2015
Planning & Regulation Fees Policy	2015
Purchasing/Procurement Policy	2015
Cash Deposit Policy	2016
Capital Assets Management/Planning	2016

# NPCA Progress Map – Effective Communication with Stakeholders & Public

#### **Effective Communications with Stakeholders & Public**

2014	2015	2016	2017
	Marketing & Communications Division created		Community Outreach/Communication capacity improved to achieve sustained 2-way dialogue with stakeholders/public
	Expanded use of social media toolkit to engage public & stakeholders (e.g. Thanksgiving Festival, Cave Springs Master Plan)		
Successful expansion/growth of volunteer capacity coordinated by Community Outreach staff	Tracking # volunteers, volunteer hours but not impacts		Quarterly impact Reporting of Volunteers: A Q2 2017 Sample  Removed 62 garbage bags of garlic mustard from our Conservation Areas Planted 357 native trees Planted 2200 native wildflowers Monitored 26 Eastern Bluebird boxes at Ball's Falls - 11 boxes hosting bluebirds and a total of 40 bluebird eggs Helped educate 6036 children  Total volunteers (January to June): 75 individuals + 268 from 25 community groups/partners = 343 volunteers Total hours: 2886 hours

# **Letter from Niagara South Federation of Agriculture**

"Our Federation was an active participant in the Strategic Plan process. Meetings were attended and comments were sent in. It would seem that stakeholders were listened to and changes were made.

On balance some things seem have improved somewhat and the heat seems to have been turned down a little. The NPCA is a regulatory agency and it still regulates as it always has. Being regulated is never an enjoyable experience. Cooperation in the construction and maintenance of Municipal Drains, an important issue in the agricultural community, seems to be improved. The opportunity to attend Public meetings on the Welland River Flood Plain Mapping Project and the Living Landscape Project was much appreciated. It is hoped that the contributions of Stakeholders will be carefully considered.

The NPCA was ahead of the curve in the creation of the Community Liaison Advisory Committee on which a very diverse group of Stakeholders advises the Board on a variety of important issues.

Transparency of the Board is greatly improved with the streaming and video recording of Board meetings while the day to day operation of the organization appears to be somewhat less so. The last two Chairs seem to keep a much higher public profile than those who came before them."

Service Delivery/Management	Overall Assessment Grade in 2017 (Summarizing Evidence Based Evaluations)
Governance & Accountability	B+
Budget/Financial Controls/Asset Management	A
Permitting & Development Approvals Services to Region via MOU	B+
Policy Development Framework	В
Public/Stakeholder Relations	C+ to B-

"The NPCA is not a perfect organization. There are no perfect organizations. However, the NPCA has utilized its "change" driven 2014-2017 Strategic Plan to transform itself into a progress-driven organization."

"Performance Concepts can state with confidence, that its evidence-based evaluation of the NPCA reveals a competently managed organization – poised to tackle significant policy issues (e.g. climate change), refine its core mandate, and improve its two-way stakeholder communications."

NPCA demonstrates evidence based progress from "D" level performance in all categories as evidenced 2012-13

# Improvement Opportunities

- Key Performance Indicators imbedded in a Conservation Scorecard
- Centralized Purchasing model
- CLAC + 21<sup>st</sup> century technology tools for improved/sustained 2-way communication with stakeholders/public
- Stakeholder conversation expansion (e.g. indigenous communities)
- Continue with targeted Program Reviews to drive value-for-money

# Opportunity to Rebalance Towards NPCA Program & Mandate Driven Priorities Moving Forward

"The 2014-2018 Strategic Plan moved the NPCA into the category of a competently managed organization. The 2018-2021 strategic planning cycle can build on that hard-earned foundation of financial/asset management and operational planning competence."

"The NPCA's 2018-2021 strategic planning cycle can consider ambitious planning and delivery of forward-facing programs and community initiatives. This is consistent with recent public announcements made by the CAO around strategic initiatives such as a 100-year Water Quality Plan and Climate Change Mitigation. This type of pivot towards ambitious conservation objectives, now that previous NPCA management deficiencies have been dealt with during 2014-2017, was strongly supported during stakeholder listening sessions that occurred as part of this review exercise."



# NIAGARA PENINSULA CONSERVATION AUTHORITY (NPCA) FULL AUTHORITY MEETING MINUTES

Wednesday, October 25, 2017 9:30 a.m. Ball's Falls Centre for Conservation – Glen Elgin Room 3292 Sixth Avenue, Jordan, ON

**MEMBERS PRESENT:** S. Annunziata (Chair)

B. Baty

S. Beattie

F. Campion (10:21 a.m.)

P. Darte (9:40 a.m.)

D. DiFruscio
J. Diodati
A. Jeffs

D. Joyner

J. Kaspersetz (Vice-Chair)

P. MacPherson

T. Quirk B. Timms

ABSENT/REGRETS: J. Maloney

R. Shirton

**STAFF PRESENT:** M. Brickell, Chief Administrative Officer/Secretary-Treasurer

D. Barrick, Senior Director, Corporate Resources G. Furtney, Acting Director, Watershed Management

D. Gullett, Administrative Assistant

NOTE: The archived recorded meeting is available on the NPCA website. The recorded video of the Full Authority meeting is not considered the official record of that meeting. The official record of the Full Authority meeting shall consist solely of the Minutes approved by the Full Authority Board. NPCA Board of Directors Policy Handbook Regulation #2, Meeting Procedures Sec. 16.0

The Board Chair called the meeting to order at 9:37 a.m.

#### 1. ADOPTION OF AGENDA

Board member Timms requested that the presentation that the NPCA Board Chair and CAO provided at the City of St. Catharines on Monday, October 16, 2017 be forwarded to members of the NPCA Board for information.

1.1 Addition of Items

Resolution No. FA-189-17
Moved by Board Member Beattie
Seconded by Board Member Kaspersetz

That the agenda BE AMENDED to add a Correspondence item being a letter, dated September 22, 2017, from Brenda Johnson, Councillor, City of Hamilton, respecting the S.S. No. 6, Glanford (Hannon) School.

**CARRIED** 

- 1.2 Change in Order of Items
  - 1.2.1 None.
- 1.3 Motion to approve the agenda

Resolution No. FA-190-17
Moved by Board Member Baty
Seconded by Board Member Beattie

That the Full Authority Board agenda **BE ADOPTED** as amended.

CARRIED

#### 2. DECLARATION OF INTEREST

There were no declarations of interest.

#### 3. PRESENTATIONS (and/or Delegations)

- 3.1 Oaths
  - 3.1.1 Swearing in of Board member MacPherson

Mr. Brickell, CAO, Niagara Peninsula Conservation Authority, administered the Niagara Peninsula Authority Member Oath to new Board member, Paul MacPherson, Town of Lincoln representative.

#### 3.1.2 Appointments to Standing Committees

Board member MacPherson stated that he would endeavor to review the Standing Committee Terms of Reference and provide the Board with his selections at the Full Authority meeting to be held on Wednesday, November 15, 2017.

#### 3.2 Delegation

3.2.1 The delegation request was withdrawn.

#### 4. ADMINISTRATIVE BUSINESS

- 4.1 Approval of Draft Minutes
  - 4.1.1 Full Authority Board Minutes September 20, 2017

Resolution No. FA-191-17
Moved by Board Member Quirk
Seconded by Board Member Baty

That the Full Authority Board minutes of the meeting held on Wednesday, September 20, 2017 **BE APPROVED** as presented.

**CARRIED** 

4.2 Business Arising from Minutes

There was no business arising from the minutes.

4.3 Correspondence

Resolution No. FA-192-17
Moved by Board Member Kaspersetz
Seconded by Board Member Beattie

That the following correspondence items **BE RECEIVED** for information:

- 4.3.1 A memorandum, dated October 3, 2017, from Natalie Green, Project Manager, Niagara River Remedial Action Plan respecting the Niagara River Remedial Action Plan Open House Invitation
- 4.3.2 A letter, dated September 19, 2017, from Laura Bubanko, Regional Clerk respecting the Town of Lincoln Representative on NPCA Board of Directors
- 4.3.3 An email, dated September 21, 2017, from Domenic Ursini, Manager, Major Accounts, bdc

4.3.4 A letter, dated September 22, 2017, from Brenda Johnson, Councillor, City of Hamilton, respecting S.S. No. 6, Glanford (Hannon) School.

**CARRIED** 

Resolution No. FA-193-17
Moved by Board Member Beattie
Seconded by Board Member Darte

That the NPCA Board **DIRECT** staff to prepare a plan, to move the S.S. No 6 Glanford (Hannon) School from 685 Nebo Road, Mount Hope to the Binbrook Conservation Area at 5050 Harrison Road Binbrook.

**CARRIED** 

#### Staff Direction:

- 1) The plan should include the following:
  - A cost estimate to lift, load, transport and relocate the school to a new site at the Binbrook Conservation Authority
  - b. A cost estimate to rebuild, restore and winterize the school. The restored school will have a dedicated electrical service, lighting, heat, water service, plumbing and septic service. The winterized school will be usable twelve months of the year.
  - c. A cost estimate of all permits required to transport, relocate and rebuild the school.
  - d. A cost estimate for road improvements, to the entrance of the Binbrook Conservation Authority, to allow the school to be moved on site.
  - e. A list of possible funding sources to complete the plan.

#### 4.4 Chairman's Remarks

Board Chair Annunziata provided Board members with the following information and updates:

- Welcome to Paul MacPherson our newest board member; we look forward to working with the Town of Lincoln Council and Mayor Easton
- Thank you to Board Members and staff for their support and contributions to the many NPCA events and initiatives
- Work continues with our partners at the DSBN with respect to a Memorandum of Understanding (MOU) that would utilize outdoor learning opportunities; future updates will be provided as we move forward with this

- Many Board Members attended the 2017 Biennial Tour sponsored by Credit Valley C.A. and Conservation Halton, it was an incredible event and we look forward to hosting in 2019 to really showcase our accomplishments and Niagara, Hamilton and Haldimand areas
- Thank you to the staff volunteers from Delta by Marriott, in partnership with Brad Rabiey from WEARTH, for pledging their next 100,000 tree planting project here in the Niagara Region
- Delegations have been made to both the City of St. Catharines and Township of Wainfleet Council meetings. They were informative, educational and they provided a great opportunity to learn and hear from our municipal partners. Thanks to members Timms and Jeffs for their comments, we will take those comments away, and prepare for next steps.
- The Thanksgiving Festival was an incredible success. Thanks to Adam and NPCA staff and board members for making this a great event. A formal report is planned for the Full Authority meeting to be held on November 15, 2017
- Had the opportunity to tour parts of Niagara-on-the-Lake with Austin Kirkby, who is a strong advocate of the agricultural sector. The biggest concern is the invasive species, a lot of Phragmites and what can we do moving forward. Any board members or staff interested in taking the tour were invited to reach out to Ms. Kirkby

#### 4.5 Chief Administrative Officer Comments

Mark Brickell, CAO, provided Board members with the following information and updates:

- An informal meeting is set to be held with Mr. Haskell on Thursday, October 26, 2017
- Very appreciative of the delegation time allotted by the St. Catharines
  City Council and the Township of Wainfleet Council, each session
  was informative and the start of great dialog. Thanks to Board
  Member DiFruscio for attending both delegations at the council
  meetings
- Discussions with OPSEU are ongoing with good communication, most of it confidential; however, two restoration positions are being recalled
- A warm welcome to our newest Board Member, Paul MacPherson, from the staff of NPCA

- Thanks to all staff, board members and volunteers for making the Thanksgiving Festival a huge success with approximately 30,000 in attendance
- Enjoyed attending the Biennial Tour and looks forward to hosting in 2019 for our 60<sup>th</sup> anniversary. Board Member Baty mentioned that there could be a possibility that the Niagara Escarpment Commission (NEC), who hold a one-day conference called the "Leading Edge" with high quality speeches related to the environment, could coordinate their conference with the 2019 Biennial Tour
- Welcome to Krystle Caputo and Erika Navarro our newest members of the communications staff

#### 5. BUSINESS FOR INFORMATION

 Niagara Peninsula Conservation Authority (NPCA) Forestry and <u>Tree and Forest Conservation By-law Status Q3 2017</u>
 Report No.103-17

Resolution No. FA-194-17
Moved by Board Member Kaspersetz
Seconded by Board Member MacPherson

That Report 103-17 respecting Niagara Peninsula Conservation Authority (NPCA) Forestry and Tree and Forest Conservation By-law Status Q3 2017 **BE RECEIVED** for information.

**CARRIED** 

Resolution No. FA-195-17
Moved by Board Member Beattie
Seconded by Board Member Joyner

That the following reports **BE RECEIVED** for information:

Financial Update Q3 Project Status Report– Month ending September 30, 2017 Report No. 100-17

Corporate Resources Department Q3 Project Status Report Report No. 101-17

Watershed Management Status Report Q3 Report No. 102-17

**CARRIED** 

#### 6.1 Standing Committee Reports

#### 6.2.1 Budget Steering Committee – October 11, 2017

Resolution No. FA-196-17
Moved by Board Member Quirk
Seconded by Board Member Joyner

That the NPCA Full Authority Board **APPROVE** the minutes of the Budget Steering Committee meeting held on Wednesday, October 11, 2017 and the recommendations contained therein; and

That the following 2018 apportionment costs identified in Chart #1(listed below) **BE FORWARDED** to the participating municipalities in accordance with Section 2. (1)(b) of Ontario Regulation 670/00.

CHART #1					
2018 Levy		Niagara	Hamilton	Haldimand	Total
Regular Levy	,	4,848,695	1,282,780	114,643	6,246,118
SpecialLevy		2,128,851	123,315	0	2,252,166
Total		6,977,546	1,406,095	114,643	8,498,284

Upon a request, Dave Barrick, Senior Director, Corporate Resources, provided Board members with information respecting the 2018 DRAFT Capital Budget. Topics of the presentation included:

- 2018 Operating Budget Approval September 2017 Board Meeting
- 2018 Capital Budget Recommendations October 11, 2017 Budget Steering Committee
- Summary

Following questions respecting OPG funds, Board Chair Annunziata suggested, and Board members agreed, that the consideration of the Budget Steering Committee meeting minutes of October 11, 2017 be held until immediately following the in-camera session.

#### 6.2 Reports

#### 6.2.1 <u>Announcement/Plan Report</u> Report No. 104-17

The CAO, with the agreement of Board Chair and Board members, requested that Report No. 104-17 be dealt with in camera.

7.1 Motion to move in to Closed Session:

Resolution No. FA-197-17 Moved by Board Member Timms Seconded by Board Member Joyner

That the NPCA Full Authority meeting **DO NOW MOVE** in to Closed Session for the purposes of receiving information of a confidential manner respecting:

- 7.1.1 A Matter of Outside Source Document Marked Confidential OPG
- 7.1.2 <u>A Matter of Proprietary Information Announcement/Plan Report</u> Report No. CR 104-17

**CARRIED** 

7.2 Motion to reconvene in Open Session:

Resolution No. FA-198-17
Moved by Board Member Baty
Seconded by Board Member Campion

That the NPCA Full Authority meeting **DO NOW RECONVENE** in Open Session.

**CARRIED** 

- 7.3 Business Arising from Closed Session
  - 7.3.1 A Matter of Outside Source Document Marked Confidential OPG

Resolution FA-199-17
Moved by Board Member Quirk
Seconded by Board Member Darte

- 1) That the St. John's and Fowler Toad Projects be funded from the General Capital Reserve;
- 2) That staff **BE DIRECTED** to prepare a report reconciling the OPG Funds account up to December 31, 2017;
- 3) That staff **INCLUDE** a list of all projects and allocations to the four categories identified in the OPG correspondence; and
- 4) That staff **MEET** with OPG staff, identify the past projects, present proposed projects and include in the report any commentary regarding additional restrictions.

CARRIED

#### 7.3.2 <u>A Matter of Proprietary Information – Announcement/Plan Report</u> Report No. CR 104-17

Resolution No. FA-200-17 Moved by Board Member Quirk Seconded by Board Member Darte

That Report No. CR 104-17 respecting A Matter of Proprietary Information – Announcement/Plan **BE RECEIVED** and the following recommendations **BE APPROVED**:

- 1) That the 8 Major Initiatives described in the report **BE APPROVED IN PRINCIPLE**; and
- 2) That staff BE DIRECTED to fully scope and prepare detailed operational plans for each of these initiatives in conjunction with NPCA Board of Directors and community stakeholders.

**CARRIED** 

Vice-Chair Kaspersetz assumed the Chair at this point in the meeting.

### 6. BUSINESS FOR CONSIDERATION (continued)

The Board Vice-Chair advised members that as per the direction prior to the incamera session, the next item to be dealt with was Resolution No. FA-196-17, the consideration of the Budget Steering Committee minutes of the meeting held on October 11, 2017.

A recorded vote was requested respecting Resolution No. FA196-17, being the consideration of the Budget Steering Committee minutes of the meeting held on October 11, 2017, the resolution reads as follows:

That the NPCA Full Authority Board **APPROVE** the minutes of the Budget Steering Committee meeting held on Wednesday, October 11, 2017 and the recommendations contained therein; and

That the following 2018 apportionment costs identified in Chart #1 (listed below) **BE FORWARDED** to the participating municipalities in accordance with Section 2. (1)(b) of Ontario Regulation 670/00.

CHART #1				
2018 Levy	Niagara	Hamilton	Haldimand	Total
Regular Levy	4,848,695	1,282,780	114,643	6,246,118
SpecialLevy	2,128,851	123,315	0	2,252,166
Total	6,977,546	1,406,095	114,643	8,498,284

Recorded Vote:

Yes (8); B. Baty, F. Campion, P. Darte, D. DiFruscio, D. Joyner, P. MacPherson, T. Quirk, B. Timms.

No (2); S. Beattie, J. Kaspersetz

**CARRIED** 

#### 8. NOTICE OF MOTION

8.1 Board member DiFruscio advised that he would be bringing forward a motion respecting the Niagara Region's Proposed International Gardens at Niagara Region Headquarters to the Niagara Peninsula Conservation Authority - Full Authority Board meeting to be held on November 15, 2017.

#### 9. NEW BUSINESS

There were no new business items.

### 10. ADJOURNMENT

There being no further business, the Full Authority meeting adjourned at 12:17: p.m. with the following resolution;

Resolution No. FA-201-17
Moved by Board Member Darte
Seconded by Board Member Beattie

That the Full Authority Meeting **BE NOW ADJOURNED**.

**CARRIED** 

Sandy Annunziata, Board Chair, Niagara Peninsula Conservation Authority Debbie Gullet, Administrative Assistant

MOTION NPCA FULL AUTHORITY MEETING NOVEMBER 15, 2017 BOARD MEMBER DIFRUSCIO

WHEREAS, the Regional Municipality of Niagara Council endorsed the Regional Headquarters Campus Master Plan - International Plaza detail design and costing information for Phase 1; and

WHEREAS the Regional Municipality of Niagara Council authorized staff to undertake a public procurement process such as a tender to construct the International Plaza – Phase 1; and

WHEREAS the Regional Municipality of Niagara Council directed staff to initiate a Facilities Plan to study and recommend areas for additional on-site parking, new buildings, and other features on Regional Headquarters; and

WHEREAS the proposed "Gardens of the Municipalities", noted in the Regional Headquarters Campus Master Plan - International Plaza detail design, will include twelve unique garden beds, one representative of each of Niagara Region's twelve municipalities.

#### THEREFORE, BE IT RESOLVED:

That the Niagara Peninsula Conservation Authority Board **REQUEST** that the Regional Municipality of Niagara consider including a Niagara Peninsula Conservation Authority Board member in discussions respecting the Regional Headquarters Campus Master Plan - International Plaza Facilities Plan; and

That **CONSIDERATION** be given to incorporating such things as pollinating gardens and wild bird sanctuaries in to the design of the Regional Headquarters Campus Master Plan - International Plaza Facilities Plan.



Report To: Board of Directors

Subject: Thanksgiving Festival Report 2017

**Report No: 105-17** 

**Date:** November 15, 2017

#### **RECOMMENDATION:**

That Report No. 105-17 respecting the Thanksgiving Festival Report 2017 **BE RECEIVED** for information.

#### **PURPOSE:**

To provide the Board an overview of the 43<sup>rd</sup> annual Thanksgiving Festival held at Ball's Falls Conservation Area October 6-9, 2017.

#### **DISCUSSION:**

The 43rd Ball's Falls Thanksgiving Festival was held over four days at Ball's Falls Conservation Area in Jordan, Ontario. This event is targeted to local families with the intent to engage the guests in a "homecoming" tradition. Guests were encouraged to enjoy the natural setting of the Conservation Area while browsing for unique wares, sampling delectable food choices and enjoying local music talents.

The goal of the event is to engage more than 25,000 guests over the course of the weekend while targeting a total revenue gain of over \$115,000. This year the event team was successful in reaching its goals!

An event of this magnitude has many moving parts and components and requires a significant amount of planning and consideration. The planning of an event this size commences as soon as the subsequent event concludes.

A significant number of permits and licenses were required to execute this event. Permits from the municipality for the set-up of tents, road closure permits and road occupancy permits are all required. Additionally, Special Occasion Permits from the Alcohol and Gaming Commission of Ontario (AGCO) for the service of craft beer and VQA wines. The permitting process begins in early spring and commences two weeks preceding the event. Regulations through Public Health legislation also must be adhered to.

A significant number of services are also contracted during this event. Amenities such as portable washroom facilities, recycling, waste disposal, event fencing, bussing and shuttling, communications systems and tent companies are all contracted for their services. Each item contracted is necessary to the execution of the event.

The biggest attraction at the Festival continues to be the variety and number of vendors who are there to sell their unique wares. This year there were 172 artisan vendors participating in 23 different product categories. Each vendor purchases a booth space within the barn, marquis tents or outdoors. Booth prices vary based on their size and location. The revenue generated from vendor fees was \$89,103.35. This number is 8% higher than last year's vendor fees.

2017 was the fourth year the NPCA hosted a farmer's market at the Thanksgiving Festival. Three vendors were VQA wineries and 6 were local producers. The feedback received from customers is that the market is well received and is a component that should continue to be offered at the event.

The Festival Committee partnered with Country89 to fill the main stage with entertainment for this year's festival. Country89 filled the stage with local musicians including Niagara Music Awards winners. They also incorporated Kids Karaoke, magicians and eating contests for children.

Local organizations such as the Niagara Bruce Trail Club participated in the weekend event conveying information about their organization. For future events, the Festival team would like to invite additional like-minded agencies, and include a NPCA tent within that section.

This year the Festival team decided to separate the beer and wine vendors and have a beer and wine sales tent in the middle between them. The exclusive beer vendors were Silversmith and Bench Breweries. The exclusive Wine Vendors were Flat Rock Winery and Tawse Winery who was new for this year. The revenue generated from this component of the event was \$27,719.29 in ticket sales and another \$4500.00 in booth fees for a total of \$32,219.29. That total revenue is a 47% increase from last year,

Part of what makes the Thanksgiving Festival unique is the historical setting. As a result, historical tours and demonstrations were conducted over the course of the event. The blacksmith shop was operational, tours of the cabin, and Ball family homestead were conducted as well as tours of the Grist Mill. In 2017, the Festival team operated the Grist Mill during the four days of the Festival, and produced flour for sale. \$2,548.95 was collected in flour sales over the course of this event.

Human resources at an event of this magnitude are significant. There are 32 different jobs that require 384 people to fill them over the course of the weekend. Of the 32 positions 19 of them are resourced by volunteers. The remaining 13 positions were filled with student staff as well as full time NPCA staff.

Event marketing in 2017 was extensive. An amount of \$15,000 was spent to appropriately advertise the event. Advertising included 30 second radio ads, print ads in local newspapers, and a major campaign on the NPCA's social media outlets. Live radio interviews and a live on-site television interview were done with a NPCA staff member to promote the festival.

Further, a detailed report on the 2017 Thanksgiving Festival is attached as Appendix 1.

#### FINANCIAL IMPLICATIONS:

This year's Festival was very successful in terms of total revenue. Total revenue of \$236,427.97 was collected at the 2017 event and a total of \$86,879.96 in expenditures were reported, resulting in a \$149,548.01 gain (As of November 1, 2017). This number will fluctuate as additional expenses are received and entered into the accounting system. The Festival team anticipates close to \$100,000 in expenses and close to \$240,000.00 in revenue when everything is finalized.

Overall the event team has viewed the event in its entirety as a successful and profitable event that offers a unique experience in a perfect conservation setting. The indirect and direct benefits of the event are significant, and the NPCA should continue to improve the infrastructure and logistical components of the event to ensure its growth into the future.

#### **RELATED REPORTS AND APPENDICES:**

Appendix 1 – Thanksgiving Festival Report 2017

Prepared by:

Adam Christie
Manager, Strategic Initiatives
& Capital Assets

Reviewed by:

David Barrick
Senior Director, Corporate Resources

Submitted by:

Mark Brickell

**CAO/Secretary Treasurer** 

This Report was prepared in consultation with: Kerry Royer, Coordinator, Community Outreach and Volunteers; Catherine Ursini, Customer Relations Representative; Alicia Powell, Program Assistant; John Wallace, Manager of Finance; Tami McGowan, Accounts Clerk.



### THANKSGIVING FESTIVAL REPORT

2017



#### INTRODUCTION

The purpose of the Ball's Falls Thanksgiving Festival event is to open the conservation area "doors" and provide a warm, welcoming family atmosphere for people of all ages to enjoy the natural beauty and surroundings of Ball's Falls. The event feel should be described as a "homecoming" where families have the opportunity to enjoy time together over the long holiday weekend. In addition to hosting more than 150 artisans and food vendors the NPCA looks to create awareness of their programs, projects and functions. Each year the festival continues to host more than 25,000 patrons over the course of the four day event while running a profitable event that targets \$115,000 in net revenue.

This event has been operating since 1974, when Francis Goldring's wife, Jozina, decided to host a 1 day event to help raise money for programs and projects that were not otherwise funded. The event has grown significantly to include a larger number of vendors and guests, while the intent of the event remains the same today.

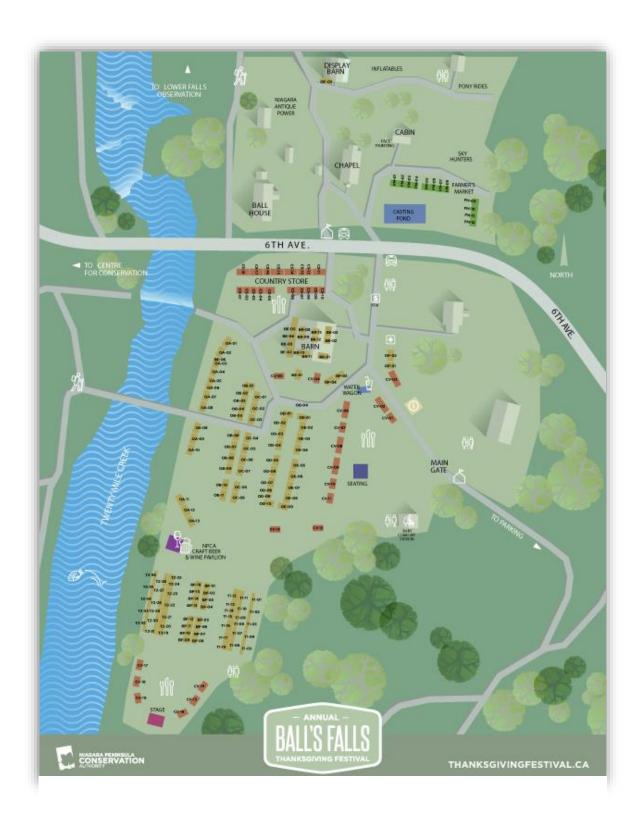
The Niagara Peninsula Conservation Authority (NPCA) is the overall coordinator of the event, and relies on local vendors, concessionaires, community groups, entertainers, and volunteers to round out the festival experience. The event is run over four days during the Canadian Thanksgiving weekend each year in October. The event runs from Friday to Monday from 10am to 5pm daily on the grounds of Ball's Falls Conservation Area, one of the NPCA's flagship conservation areas.

The venue in which this event is held is like no other and is likely the reason for the events success. The combination of the breathtaking beauty of the Twenty Mile creek valley, the historical "Glen Elgin" setting make for an unprecedented and unmatched outdoor venue.

Despite light rain on Saturday and heavy rain for a good portion of Monday morning the 2017 event proved to be one of the more successful festivals operated.



An event of this size has many moving parts, logistical considerations, human resources, features, displays and attractions. This section of the report will give a considerable analysis to each component of the event.



### PERMITTING & LICENSES

A Festival of this size requires a number of permits to be obtained from the local & regional municipality as well as special agencies such as the Alcohol and Gaming Commission of Ontario, and the Society of Composers, Authors and Music Publishers of Canada.

The table below indicates the permits required, the reason for its requirements, the cost associated with the permit and the lead time required to obtain such permit.

Permit Type	Obtained From	Reason Required	Cost	Date Submitted
Building Permit	Town of	For the erection and occupancy	\$400	June 2017
	Lincoln	of the large tents		
Temporary Road	Town of	For the closure of Sixth Avenue to	No Fee	May 2017
Closure Permit	Lincoln	21 <sup>st</sup> Street including both		
		sections of Glen road, during		
		festival hours		
Entrance Work	Town of	For the placement of the culvert	No Fee	May 2017
Permit	Lincoln	at Seventh Avenue to enter the		
		visitor Parking lot		
Road Occupancy	Niagara Region	For the placement of signage on	\$100	April 2017
Permit		Regional Roads throughout the		
		Festival Route		
Tariff 5A	SOCAN	License to play(publicly perform)	\$57.90	January 2017
		recorded or live music at		
		exhibitions and fairs, other than		
		concerts for which an additional		
		admission is charged.	_	
Special Occasion	Alcohol and	No Sale Permit to serve alcohol at	\$25	April 2017
Permit-Vendor	Gaming	a private function.		
Dinner	Commission of			
	Ontario			
	(AGCO)			
Special Occasion	AGCO	Sale Permit to serve alcohol at a	\$150	April 2017
Permit-Event		public event		
permit		*Event must be designated as		
		municipally significant in order to		
		obtain this permit.		

### **EVENT SERVICES**

A large number of local resources were contracted during the event to ensure simple amenities and comforts were offered. The table below indicates the service type acquired for the event and the associated cost as well as an analysis of whether the service met the needs of the festival or if more resources are required for future events.

Service Name	Service Type	Cost	Need Met?
Niagara Tents and Events	Tenting	\$15,783.28	Yes
Mobile Stage	3L Productions	\$3,561	Yes
Minor Bros	Wheat for Flour	\$722.75	Yes
Outfront Portable	Fencing	\$750	Yes
Solutions			
Don's Portable Services	Portable Toilets and	\$5271.45	Yes
	Handwashing		
	Stations & Roll-off		
	Garbage bins		
Skyway Lawn Equipment	Club Cars	\$5,819.50	Yes – could use 1 more
	6-villager carts		villager cart to reduce
	4-utility carts		line ups
DanNel Coach Line	2-20 Seater Buses	\$3,254.40	Yes
Spectrum Patient Services	Paramedic	\$1500.00	Yes
Niagara Region	Water Wagon	No Charge	Yes
Niagara Region	Event Recycling	No Charge	Yes
Eco Defenders	Waste Management	\$1500.00	Yes
Mobile Business	Event Radios for	\$1655.45	Yes-We may need up
Communications	Communications		to 5 more per day.
Breast Feeding Niagara	Breast feeding tent	150.00	Yes
Niagara Regional Police	Special Duty	\$5,798.03	Yes
Service	Constables		
Feastivities	Vendor Dinner	\$3360.00	Yes
Sobey's - Welland	Event Catering	\$3000.00	Yes-
Promo Centre	Event T-shirts	\$1,044.74	Yes
Wix	Event Website-	\$105	Yes
	Annual Hosting Fee		

#### ARTISAN VENDORS



Artisan vendors make up the largest component of the event representing 147 booth spaces in 23 different artistic categories. Booths are configured into 3 different booth types ranging in sizes from as small as 5x10 to as large as 10x20. The booth types that are featured in this event are; outdoor, tent or barn spaces. The outdoor locations required the vendors to supply their own coverings. The marquis tents are 40'x100' in size and are subdivided into individual spaces and allow the vendors to set up within them. The Barn location is the premium space within the festival as it is the only indoor venue on the site.

Booth tent and barn vendors are offered electricity for their booth as part of the fee. The prices of booth spaces are reflected by the type of booth space purchased. The figure below, breaks down the number of booths, their type as well as their cost.

Booth Sizes & Fees						
Booth Location	Size	Number	Cost			
Outdoor	10x10	38	\$285.00			
	10x15	49	\$390.00			
	10x20	15	\$470.00			
Tent	5x10	8	\$235.00			
	5x15	8	\$345.00			
	5x20	8	\$450.00			
	10x10	20	\$450.00			
	10x15	6	\$660.00			
	10x20	6	\$860.00			
Barn	10x10	14	\$485.00			
	10x15	1	\$697.50			
	10x20	2	\$750.00			
*Corner Spaces	Indoor Corner	22	\$80.00			
*Corner Spaces	Outdoor Corner	22	\$25.00			
*Table Fee	\	16	\$15/table			
*Additional Parking Pass		21	\$25/pass			
*Additional Vendor Pass		1	\$10/pass			
*Overnight Fee		11	\$100/pass			

The table below shows the number of artisans within a particular category and the percentage represented at the Festival. The largest category represented at the festival are unique/gourmet edibles. It is important to note that there is balance across vendor product categories, which also lends to a positive customer experience.

Category	Number of Artisans	% of Festival
Body Care	6	4%
Candles	3	2%
Ceramics	8	5%
Children's Accessories	2	1%
Christmas Decor	1	0.7%
Clothing	14	9.5%
Fabric/Textiles	4	3%
Fashion Accessories (Belts, Scarves, Hats etc)	11	7.5%
Glass	3	2%
Home Décor	14	9.5%
Jewellery-Fashion	13	9%
Jewellery-Fine	5	3.5%
Leather	3	2%
Metal	3	2%
Original Art	5	3.5%
Outdoor Decor	2	1%
Paper Products	3	2%
Pet Products	2	1%
Photography	3	2%
Sculpture	1	0.7%
Unique Edibles/Gourmet Foods	30	20%
Visual Art/Reproductions	2	1%
Wood	9	6%





hooks.and.needles Well it's the last day of Balls Falls! Don't let the rain stop you this morning. Fingers crossed it stops this morning and will be a nice afternoon! © I I I : @knitbrooks

christinanotto Great setup!!!!! ı

hooks.and.needles #hooksandneedles #crocheter #knitter #ballsfalls #thanksgivingfestival #calledtocreate #maker #makerlife #market #craftshow #handmademarket #

christinapjewellery I hope you had a great Thanksgiving Festival weekend! I was hoping to find time to make it down but had too many family commitments!

hookknotstudios You look great girl and look at all your goodies!! Hope it's been a great weekend ③

\_hellostella\_ See you soon!!!!!

Add a comment...







straystones Sun's cut! Day 2 here at Balls #straystones #canadiandesigner #niagara coasttocoastercanada Have an awesome

perfitta31 Really nice set up you have there ⊕⊕

woodwayworkings @aleea.xx pattijeanmorrison Where is Balls Falls? sylphecowear Booth is looking (-) ! straystones @pattijeanmorrison wine country! Near St Catharines straystones @lisa.laycock thanks @

Ø Q	
131 likes	
DIFFORM P	
Add a comment	

#### CONCESSIONS

Concession vendors differ from Artisan vendors as they are serving food that would be consumed on the event grounds rather than being a packaged item that is generally brought home.

In 2017 the festival hosted 16 different concession trucks/trailers placed throughout the event grounds. The festival team changed some of the food station locations this year which allowed every food truck/trailer to be facing a main traffic area to optimize sales.



Concessions at the festival

include a variety of festival foods like French fries, burgers, hot dogs, poutine, bbq, and wraps as well as items such as perogies, vegetarian options, wood fired pizzas, ice cream and corn on the cob.



This table indicates the type of booth space and the cost associated with the rental. The total cost is reflected in the far right column.

Size	Electricity Offered	Number	Cost	Total
10x15	No	3	\$600	\$1800.00
10x15	Yes	4	\$765	\$3060.00
10x25	No	4	\$1000	\$4000.00
10x25	Yes	5	\$1260	\$6300
Total		16		\$15160.00

In addition to the space rental fee, each concession vendor agreed to pay the Authority fifteen percent (15%) of gross sales.

The following table shows a breakdown of the commission received from the vendors at the event as of November 1, 2017 (There is still money to be collected).

Concessionaire	Total Collected
Totals	\$12,447.28

#### **FARMER'S MARKET**

For the third year in a row the NPCA hosted a Farmer's Market as a component of the overall event. This year there were 9 market vendors who participated in the event. Vendors' products included honey, pumpkins, mums, apples, gourds, native plants and baked goods.

The market was located on the north side of the property. The market saw good traffic and the vendors were pleased with the volume of customers. VQA wines were able to be sold as the pilot program launched by the Ontario Government in 2014, allowing the sale of VQA wine at Farmer's Markets.

All produce vendors were offered a space at the festival at no charge to encourage them to participate in the event.



#### **ENTERTATNMENT**

Festival entertainment is a very important component of the event as it can set the tone and atmosphere for the four days. The festival committee partnered with Country89/Giant FM to produce the live entertainment for this year's festival. Country89 and Giant FM filled six time slots per day with live entertainers. The live entertainment included mostly local musicians but also magicians, kids karaoke and eating contests. Highlighting the performances was 2017 Niagara Music Awards winner Jessica Wilson. Below shows a list of all the live entertainment and the day and time they performed.

ENTERTAINMENT LINEUP						
TIME	FRIDAY	SATURDAY	SUNDAY	MONDAY		
11AM	Rebecca Reeves	Jessica Wilson	Judi Rideout	Ron Whitman		
12PM	Cory Cruise	Rich Cloke	Elton Lammie	J.P Yantha		
1PM	Scoop McCoy	Frank Deserti	Scoop McCoy	Courtney Bowles		
2PM	Kids Karaoke	Kids Karoake	Cupcake Eating Contest	Kids Karaoke		
3PM	The Mudlsingers	Lindsay Brohan	Jessie T	Wendy Lynn Snider		
4PM	Ryan Langdon	Josh Ross	Kentucky Rails	Brad Battle		









The Festival Committee continued to have kid's entrainment throughout the historical village. Entertainment included face painting, magicians, pony rides and three bouncy castles.









#### WINE/BEER

The Festival Committee partnered with two local wineries and two local breweries for this year's festival. Exclusivity offered their business premium appearance in their respective markets. Bench Brewery and Silversmith Brewery represented the beer and Flat Rock Winery and Tawse Winery represented the wine.







The major change from the previous year was separating the beer and wine and having the beer area separate from the wine pavilion with beer and wine tickets being sold between them. Once again, the liquor license permitted customers to walk around the grounds with their beverage. The new beer and wine set up was a massive success in regards to sales as you can see in the below chart. From 2015 to 2017 there has been a 55% percent increase in beer and wine tickets sold and a 19% increase between 2016 and 2017.

Total revenue gained by Beer and Wine Sales were \$27,719.29

Yearly Comparison	2015	2016	2017	% Increase
Wine Tickets Sold	1174	1245	1532	23%
Beer Tickets Sold	2097	3016	3554	18%
Total Sales	3271	4261	5086	19%





#### COMMUNITY PARTNERS

The festival committee continued to include community conservation partners to participate in the event. Such partners were given access to set up 10x10 booths on the historical side of the event with the exception of Niagara Antique Power Association

The Niagara Bruce Trail Club, Niagara Hand Spinners and Weavers and the Niagara Antique Power Association all took part in the event. Niagara Antique Power played an active role offering their "kiddy cart" ride as in past years. Rides were offered by donation to Niagara Antique Power.

#### HISTORICAL TOURS & DEMONSTRATIONS

Part of the uniqueness that makes Ball's Falls different from any other festival is the unique historical setting and the inclusion of the historical tours and demonstrations. During the festival, all of the historical buildings are open to customers and the NPCA offers tours of each. Tours are run each day during festival hours by staff and volunteers. An extensive knowledge of the property and buildings is not required, as information is provided to all tour guides.

In the Ball Home staff lead tours through the building, highlighting each room of the house, discussing a typical day in the Ball family home, interpreting information about the renovations that have occurred, and detailing the genealogy of the family and how that related to the surrounding landscape. Each tour lasts approximately 15 minutes. Around 800 customers visit the Ball Home over the course of the Thanksgiving Festival.

The Gristmill tour invites guests to learn about how wheat and corn where milled back in the 1800's. The

tour includes topics such as the function of the mill, the renovations and the production amounts milled each year. This tour is roughly 10 minutes in length and sees approximately 1500 visitors over the course of the event. Once again NPCA staff had the Mill fully operating which allowed festival staff to sell fresh flour made from the mill.

The Display Barn is also opened for visitors to venture through. The Niagara Handspinners and Weavers occupy the space during the festival and demonstrate making cloths that would have been representative of the particular time period.

In addition to the Ball Home and Grist Mill the festival also offers tours within the Fair Child Cabin. This building is much smaller than latter two, but visitor traffic is just as high, with nearly 1500 customers taking a peek into the historical building. Tours of this site are minimal and last generally less than 5 minutes in duration. Information conveyed normally includes the history of the cabin and life in general during that time period. Also on site is a fully operational Blacksmith Shop. During the festival volunteers staff the Blacksmith Cabin over the course of the event.



Blacksmiths demonstrate making items that would have been required for daily use within the historical setting, such as horse shoes, s-hooks, plyers and nails.

Unfortunately, due to a medical emergency the Sky Hunters who have been a popular staple of the festival over the years were unable to participate this year. The festival committee hopes to have the Sky Hunters back for 2018.

#### Human & Volunteer Resources

The Ball's Falls Thanksgiving Festival could not run as smoothly as it does without the assistance of an amazing team. The combination of volunteers, casual staff, Board Members and NPCA employees truly come together to run this event.

The 2017 Festival engaged a total of 125 volunteers who contributed 1600 hours. These volunteers included individuals as well as members of local community groups. The NPCA recruited volunteers from local secondary schools, Brock University, Niagara College and through social media. The following community groups contributed significantly to the Festival:

- Niagara Antique Power Association
- ECO Defenders
- Bruce Trail Club
- Niagara Handweavers and Spinners

The Festival relies on volunteers to assist with many important aspects of the Festival including:

- Heritage Displays (blacksmith shop, weaving/spinning, grist mill, etc)
- Historical Tours
- Inflatables supervision
- Vendor relief/support
- Parking
- Driving Golf Cart shuttles
- Waste sorting

The casual/temporary staff are hired to fill positions in the parking team and to work at the entrance gates. There are typically 45 parking casual staff per day at the festival. Casual staff are hired to fill positions in:

- Parking
- Gate
- Maintenance
- Security
- Food/beverage runners for volunteers/staff
- Historical tours

Each of these teams is supervised by permanent NPCA employees that do the overall coordination of their team.

NPCA Board Members and employees have an important role to play at the Ball's Falls Thanksgiving Festival. It is truly one of the best team-building opportunities of the year. NPCA employees are responsible for:

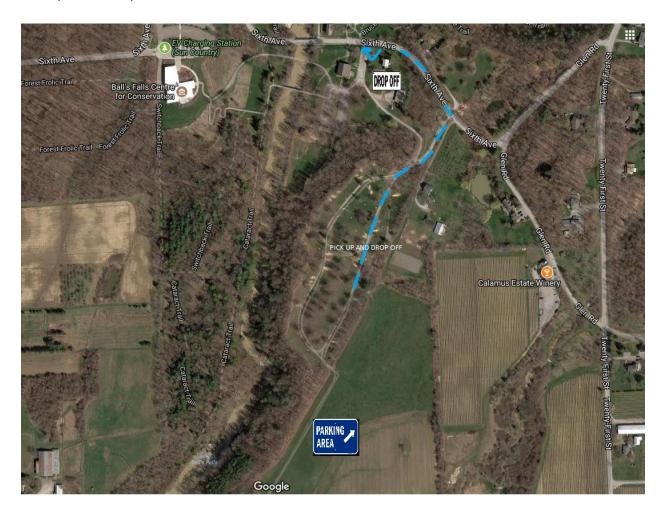
- Event management/coordination
- Parking/road coordination
- Finance
- Gate coordination
- Driving golf cart shuttles
- Historical coordination (heritage displays and tours)
- Information tent
- Cash running
- General event supervision

NPCA Board members typically assist with the wine/beer sales during the festival. The NPCA is fortunate to have Board members that are willing to give their time to assist with this important event that raises funds to support NPCA programs.

#### TRANSPORTATION, SHUTTLING & PARKING LOGISTICS

The festival committee continues to attempt to master the transportation, shuttling, and parking for the 30,000 guests that attend the Thanksgiving Festival every year. This year the committee kept the same amount of shuttle buses and shuttle carts which seemed to be a success in 2016. The major change for this year was the route of the shuttle carts. Last year the 8 seater shuttle carts picked up guests in the campground, lease field and Center for Conservation parking area and would drop the guests off in the middle of the main road. This year the festival committee made a major change by creating a new area in front of the Field Center to drop off the guests from the campground and lease field. This change created less chaos in the main road and insured everyone paid their admission fee to the festival. The two shuttle buses continued to pick up and drop off seniors and customers with handicap needs from the Center and drop them off in front of the main area.

Parking was also improved for this year's festival. Adding more NPCA staff to the parking area to assist the students deemed to be pivotal. The beginning of each day seems the be the most important factor when it comes to parking. If the first 100 cars are parked correctly it makes the remainder of the day more organized. The NPCA parking staff has requested improved signage for 2018 in regards to shuttle pick and drop off.



#### EVENT MARKETING & PRINT RESOURCES

The NPCA's communications team did a great job with festival advertising. Approximately \$15,000 was spent on advertising efforts for the 2017 event.

Radio advertisements were booked in the Niagara and Hamilton area from September 23<sup>rd</sup> to October 6<sup>th</sup> with Giant FM, Country89, CKTB, EZ Rock, K-Lite Grand River Radio. All played advertisements related to the festival in 30 second spots. The festival was hosted by Country89 and GiantFM for the entire weekend.

Print ads were run in Business Link, Niagara This Week, Garlow (Two Row Times) and Seniors Review.

Regular updates on our social media accounts leading up to the festival with custom social cards. Posts related to festival entertainment, vendors and food concessions were highlighted in the 30 days leading up to the event. Several posts were promoted on Facebook and Instagram.

Two live radio interviews with 610 CKTB out of St.Catharines and one live television interview with the CHCH morning show out of Hamilton promoting the festival were done with NPCA employee Adam Christie.



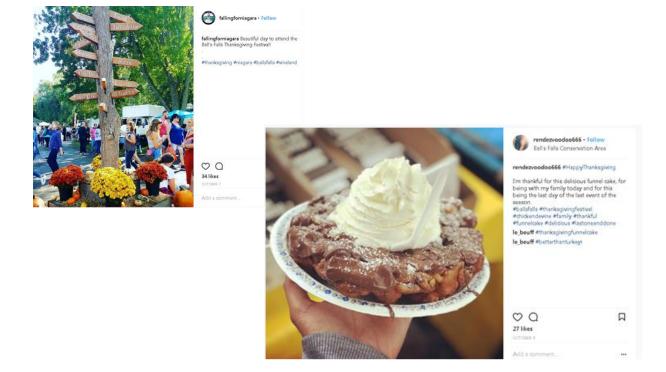


#### FINANCIAL INFORMATION

This year's festival was very successful in terms of fundraising. Total revenue of \$236,427.97 was collected at the 2017 event and a total of \$86,879.96 in expenditures were reported, resulting in a \$149,548.01 gain. (As of November 1, 2017) \*\* This number will fluctuate as additional expenses are received and entered into the accounting system. The festival team anticipates close to \$100,000 in expenses and close to \$240,000.00 in revenue when everything is finalized.

Paid admission this year was the 5<sup>th</sup> highest recorded since 2000. Admissions were on pace to break all-time records until heavy rain and strong winds for the majority of Monday morning hurt Mondays attendance.

	Friday Seniors	Friday Regular	Saturday	Sunday	Monday	Total
2017	1300	2425	6,598	6,844	4,326	21,493
2016	1312	2563	5471	5802	6933	22,081
2015	650	1678	6644	6807	7329	23,106
2014	998	1858	6067	5530	3366	17,819
2013	1096	2054	6518	3114	6219	19,001
2012	822	1484	4858	3682	5970	16,816
2011	811	1575	5995	5104	6972	20,457
Since 2000 yr avg	771	1,685	5,759	4,988	5,910	19,141



#### EVENT RECOMMENDATIONS

An extensive debriefing session was held post event. A large variety of items were brought forth as recommendations for improvement. They are categorized below.

#### Finance and Gate

- Moneris Machines worked fantastic compared to previous years due to them being hard wired in
- With the success of the Moneris machine at the main gate there should be a machine at gate 2 for next year
- New gate locations this year was a major success and captured much more paid attendance and caused less chaos on the main road
- The gate at the camp house/arboretum property is still an issue that needs to be worked out. It was recommended that we have a full-time staff member be there to enforce customers to not walk down 6<sup>th</sup> Ave
- Recommended that there is a sign in front of gates that says where customers money is going towards
- Better signage and flags for all gates
- New gates for main gate. New gate should allow customers to face all gatekeepers head on which will mitigate long lines
- ATM machines to be placed before the gate entrance

#### Vendors

- Need to completely revamp festival map. Too many vendors not properly on map. Will have discussions with GIS department about doing a new map
- Look at locations of all vendors and try to not have vendors selling the same product right beside or across from each other
- Add a country market sign to the country market tent to distinguishing themselves.
- Put in a policy about not allowing vendors to discount their products to a ridiculous amount
- Start discussions with Bass Pro and Sky Hunters for next year's festival (Sponsorship opportunities)
- Everyone agreed including most vendors that load in and load out were much better this year
- For 2018 it was agreed that there needs to be a new Vendor committee. Adam, Andrea, Catherine, Alicia and Kerry agreed to be on the committee
- Payment of "extras" for vendors, needs to be tracked and collected better (example, trailer Permit, overnight Parking, extra dinner ticket, tables required)
- Ensure cost of vendor dinner ticket is included in their tent fee (each vendor received one complimentary, if they indicate they are coming to the dinner)
- Review pricing for all tent sizes.

#### Staff and Volunteers

- All volunteers appreciated sandwiches and felt more appreciated then previous years.
- Issue with volunteer vendors like Niagara Antique Power who leave if it is raining. Recommended to have signage at those vendor stations that say, "weather permitting."

- Having more full-time staff helping with parking helped tremendously. Even more operational staff to help with parking is recommended
- Reach out to Police Foundation program at Niagara College for parking help

#### **Parking**

- Better signage for pick up/drop off locations for shuttle service in the campground area
- More experienced staff to assist the parking area.
- Figure out a way to train staff ahead of time instead of Friday morning
- Have an employee stand where the golf carts travel through the pedestrian area at top of the hill

#### Logistics

- Emergency Plan given to all staff and volunteers prior to the event
- Deal with water station and toilet issues that occurred during this year's festival
- Redesign all passes for festival and include an admission pass instead of using vendor pass for staff members and anyone else the board wishes to invite. (Vendor Pass, Volunteer Pass to be on lanyard, Admission Pass to be made as a business size card)
- Assess T shirt purchasing to see if it is feasible to have volunteer shirts and paid staff shirts
- Update list of residents impacted by festival and provide them with Admissions passes. (Twenty-First Street, Glen Road and Sixth Avenue)
- Consider not using big tents in the in V section (T1 & T2) and instead having all vendors bring their own tents like many of them already do
- Have 8 golf cart shuttles instead of 6
- Operations department needs better vendor mapping for festival set up
- Weddings not to take place the week prior or the following week after the festival. This can be put into effect for 2019 as 2018 is already booked for the Saturday after.
- Consider creating a new Thanksgiving website or have the information on the NPCA website
- Next year NPCA website, to provide hours of operations for Thanksgiving festival as hours are different than the rest of the year.
- Signs at main gate to indicate no pets allowed, as well on the NPCA website for the thanksgiving Festival.

#### CONCLUSION

The event objectives were to provide a warm, welcoming family atmosphere for people of all ages to enjoy the natural beauty and surroundings of Ball's Falls Conservation Area, host more than 25,000 patrons over the course of a weekend and run a profitable event while creating awareness of the NPCA's and NPCF's programs, projects and functions.

After a full analysis of all of the event components, the NPCA festival team can proudly say that a successful event has been executed and the objectives of the event were met if not exceeded.

The recommendation from the event team would be to continue to execute the Thanksgiving Festival and work to implement the many recommendations brought forth by the festival team.

It is important to note that infrastructure improvements are required in order to grow the event, and accommodate the technological components that come with running an event in modern times.

In closing, the 2017 event displayed increased consistency in branding, a higher level of professionalism, increased technological components and the opportunity to engage in a meaningful team building opportunity while engaging the community in an event that offers families a chance to connect, and rediscover the natural beauty of the flagship conservation area that is Ball's Falls.





Report To: Board of Directors

Subject: Financial and Reserve Report – Month Ending October 2017

**Report No: 106-17** 

Date: November 15, 2017

#### **RECOMMENDATION:**

That Report No. 106-17 respecting the Financial and Reserve Report – Month Ending October 2017 **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.

#### **FINANCIAL IMPLICATIONS:**

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

#### **RELATED REPORTS AND APPENDICES:**

Appendix 1 – Budget Status Report: for month ending October 2017 (consolidated)

Appendix 2 - Statement of Reserves for month ending October 2017

Prepared by:

**David Barrick** 

**Senior Director, Corporate Resources** 

Submitted by:

Mark Brickell

**CAO/Secretary Treasurer** 

This report was prepared in consultation with John Wallace, Manager of Finance.

# NIAGARA PENINSULA CONSERVATION AUTHORITY CONSOLIDATED NON CAPITAL JANUARY 1, 2017 -OCTOBER 31, 2017

REVENUES	YTD ACTUAL	ANNUAL BUDGET	<u>% OF</u> BUDGET
MNR TRANSFER PAYMENTS	174,496.00	174,496.00	100.0%
PROVINCIAL GRANTS - MOE	63,038	99,500	63.4%
PROVINCIAL GRANTS - OTHER	164,472.85	212,000.00	77.6%
FEDERAL GRANTS	98,508	190,000	51.8%
MUNICIPAL LEVY - GENERAL	5,638,968	5,638,972	100.0%
LEVY - SPECIAL - NIAGARA	1,729,487	1,729,488	100.0%
LEVY - SPECIAL - HAMILTON	19,897	19,897	100.0%
ADMINISTRATION FEES	440,033	360,325	122.1%
USER FEES /OTHER REVENUES	1,703,172	1,612,279	105.6%
RESERVE FUNDS	-	-	0.0%
LAND OWNER CONTRIBUTION	8,124	-	100.0%
MISCELLANEOUS	55,374	106,435	52.0%
	10,095,570	10,143,392	99.5%
<u>EXPENDITURES</u>			
CAO/BOARD & CORPORATE SERVICES	3,392,190	4,028,507	84.2%
WATERSHED	2,105,198	3,013,598	69.9%
OPERATIONS	2,592,579	3,101,287	83.6%
	8,089,967	10,143,392	79.8%

Report No. 106-17 Appendix 1a

# NIAGARA PENINSULA CONSERVATION AUTHORITY CAO/BOARD AND CORPORATE SERVICES JANUARY 1, 2017 -OCTOBER 31, 2017

		ANNUAL	
REVENUES	YTD ACTUAL	<b>BUDGET</b>	% OF BUDGET
MNR TRANSFER PAYMENTS	75,796	75,796	100.0%
PROVINCIAL GRANTS - OTHER	66,699	110,000	60.6%
MUNICIPAL LEVY - GENERAL	2,640,779	2,640,783	100.0%
LEVY - SPECIAL - NIAGARA	1,113,892	1,113,893	100.0%
INTEREST INCOME	28,735	60,000	47.9%
MISCELLANEOUS	9,247	-	100.0%
RESERVE FUNDS		-	-
CONSERVATION FOUNDATION		28,035	0.0%
	3,935,148	4,028,507	97.7%
			_
<u>EXPENDITURES</u>			
	470.074	252 -22	47.00/
CAO & BOARD EXPENSES	172,854	365,723	47.3%
CORPORATE SERVICES			
CORPORATE MANAGEMENT	1,743,752	1,783,738	97.8%
OFFICE SERVICES	406,018	487,600	83.3%
FINANCIAL SERVICES	213,926	270,246	79.2%
HUMAN RESOURCES	99,051	114,120	86.8%
INFORMATION TECHNOLOGY	420,236	526,504	79.8%
CORPORATE COMMUNICATIONS	336,353	480,576	70.0%
	3,219,335	3,662,784	87.9%

# NIAGARA PENINSULA CONSERVATION AUTHORITY WATERSHED JANUARY 1, 2017 -OCTOBER 31, 2017

<u>REVENUES</u>	YTD ACTUAL	ANNUAL BUDGET	% OF BUDGET
MNR TRANSFER PAYMENTS	98,700	98,700	100.0%
PROVINCIAL GRANTS - MOE	63,038	99,500	63.4%
PROVINCIAL GRANTS - OTHER	97,774	102,000	95.9%
FEDERAL GRANTS	98,508	190,000	51.8%
MUNICIPAL LEVY - GENERAL	1,642,501	1,642,501	100.0%
LEVY - SPECIAL - NIAGARA	482,275	482,275	100.0%
LEVY - SPECIAL - HAMILTON	19,897	19,897	100.0%
ADMINISTRATION FEES	440,033	360,325	122.1%
RESERVE FUNDS	-	-	0.0%
LAND OWNER CONTRIBUTION	8,124	-	100.0%
MISCELLANEOUS	17,392	18,400	94.5%
	2,968,242	3,013,598	98.5%
<u>EXPENDITURES</u>			
WATERSHED MANAGEMENT	370,655	434,861	85.2%
PLAN REVIEW AND REGULATIONS	893,667	1,143,552	78.1%
WATERSHED PROJECTS	840,876	1,435,185	58.6%
	2,105,198	3,013,598	69.9%

# NIAGARA PENINSULA CONSERVATION AUTHORITY OPERATIONS JANUARY 1, 2017 -OCTOBER 31, 2017

REVENUES	YTD ACTUAL	ANNUAL BUDGET	% OF BUDGET
MUNICIPAL LEVY - GENERAL LEVY - SPECIAL - NIAGARA USER FEES/OTHER REVENUES	1,355,688 133,320 1,703,172	1,355,688 133,320 1,612,279	100.0% 100.0% 105.6%
RESERVE FUNDS	-	-	0.0%
	3,192,180	3,101,287	102.9%
EXPENDITURES			
OPERATIONS MANAGEMENT	495,831	570,177	87.0%
STRATEGIC INITIATIVES	495,617	724,103	68.4%
LAND PROGRAMMING	1,459,218	1,648,507	88.5%
VEHICLES AND EQUIPMENT	141,913	158,500	89.5%
	2,592,579	3,101,287	83.6%

# NIAGARA PENINSULA CONSERVATION AUTHORITY CONSOLIDATED CAPITAL JANUARY 1, 2017 - OCTOBER 31, 2017

REVENUES	YTD ACTUAL	YTD BUDGET	% OF BUDGET
FEDERAL GRANTS	-	-	0.0%
MUNICIPAL LEVY - GENERAL	431,744	431,744	100.0%
LEVY - SPECIAL - NIAGARA	970,871	970,871	100.0%
LEVY - SPECIAL - HAMILTON	100,000	100,000	100.0%
RESERVE FUNDS	-	-	0.0%
MISCELLANEOUS/OTHER	4,600	271,000	100.0%
<u>-</u>	1,507,215	1,773,615	85.0%
EXPENDITURES			
CORPORATE SERVICES	55,778	129,871	42.9%
WATERSHED	93,940	46,000	204.2%
LAND DEVELOPMENT	673,260	1,166,000	57.7%
NIAGARA DIFFERENTIAL (RESERVE)	-	431,744	0.0%
<u> </u>	822,978	1,773,615	46.4%

# NIAGARA PENINSULA CONSERVATION AUTHORITY CORPORATE SERVICES - CAPITAL JANUARY 1, 2017 - OCTOBER 31, 2017

REVENUES	YTD ACTUAL	YTD BUDGET	% OF BUDGET
LEVY - SPECIAL - NIAGARA MISCELLANEOUS/OTHER	29,871 -	29,871 100,000	100.0% 0.0%
	29,871	129,871	23.0%
<u>EXPENDITURES</u>			
GIS/CORPORATE SERVICE	55,778	129,871	42.9%
	55,778	129,871	42.9%

# NIAGARA PENINSULA CONSERVATION AUTHORITY WATERSHED CAPITAL JANUARY 1, 2017 - OCTOBER 31, 2017

REVENUES	YTD ACTUAL	YTD BUDGET	% OF BUDGET
LEVY - SPECIAL - NIAGARA MISCELLANEOUS/OTHER	46,000 4,600	46,000	100.0%
	50,600	46,000	110.0%
<u>EXPENDITURES</u>			
FLOODPLAIN MAPPING	77,473	-	100.0%
STREAM GUAGE & MONITORING NETWORK	16,467	46,000	35.8%
	93,940	46,000	204.2%

#### NIAGARA PENINSULA CONSERVATION AUTHORITY CONSERVATION LAND DEVELOPMENT - CAPITAL JANUARY 1, 2017 - OCTOBER 31, 2017

REVENUES	YTD ACTUAL	YTD BUDGET	<u>% OF</u> BUDGET
FEDERAL GRANTS	-	-	100.0%
MUNICIPAL LEVY - GENERAL	-	-	0.0%
LEVY - SPECIAL - NIAGARA	895,000	895,000	100.0%
LEVY - SPECIAL - HAMILTON	100,000	100,000	100.0%
RESERVE FUNDS	-	-	0.0%
MISCELLANEOUS/OTHER	-	171,000	100.0%
- -	995,000	1,166,000	85.3%
<u>EXPENDITURES</u>			
LAND ACQUISITION (RESERVE)	-	600,000	0.0%
BALL'S FALLS	50,050	120,000	41.7%
BINBROOK	169,841	-	100.0%
CHIPPAWA CREEK	3,333	-	0.0%
LONG BEACH	207,295	245,000	84.6%
ECOLOGICAL PROJECTS	-	21,000	100.0%
GAINSBOROUGH CENTRAL WORKSHOP	242,741	180,000	134.9%
-	673,260	1,166,000	57.7%

#### NIAGARA PENINSULA CONSERVATION AUTHORITY STATEMENT OF CONTINUITY FOR CAPITAL & OPERATING RESERVES FORECAST FOR 2017

	Balance (Audited) 31-Dec <u>2016</u>	Authorized Appropriations <u>2017</u>	Forecasted Balance 31-Dec 2017
	<u>\$</u>	<u>\$</u>	<u>\$</u>
Unexpended Capital Reserves			
Equipment	383,390	(102,582)	280,808
General Capital Flood Protection Services Niagara Levy Differential Land acquisition-Hamilton Land acquisition-Niagara	1,283,542 404,350 774,469 900,000 798,174 4,160,535	(662,560) (40,000) 431,744 100,000 500,000 329,184	620,982 364,350 1,206,213 1,000,000 1,298,174 4,489,719
Operating Reserves			
General Operating Reserve Tree Bylaw Agreement ————————————————————————————————————	559,492 82,371 641,863	0 0 0	559,492 82,371 641,863
Grand Total Reserves	5,185,788	226,602	5,412,390
Deferred Revenue - Ontario Power Generation Funding	1,736,981	(383,000.00)	1,353,981



Report To: Board of Directors

Subject: Trans Canada Trail Ceremony-Lieutenant Governor of Ontario

**Report No: 107-17** 

Date: November 1<sup>st</sup>, 2017

#### **RECOMMENDATION:**

That Report 107-17 respecting the Lieutenant Governor of Ontario, Trans Canada Trail Ceremony **BE RECEIVED** for information.

#### **DISCUSSION:**

On November 1<sup>st</sup>, 2017 the Lieutenant Governor of Ontario the Hon. Elizabeth Dowdeswell, held a celebration in her suite at Queen's Park to recognize the connection of Ontario's section of The Great Trail, honoring Canada's 150<sup>th</sup> anniversary of Confederation.

Guests invited to the intimate gathering were; donors, partners and volunteers from across Canada who are involved with the Trans Canada Trail; nine Conservation Authorities including the Community Engagement Manager from the Niagara Peninsula Conservation Authority; stakeholders touched by The Great Trail specifically from Ontario.

Sections of the NPCA Gord Harry Trail are part of the Trans Canada Trail system.

"The Great Trail is the longest recreational trail in the world, spanning 24,000 kilometres from coast to coast and connecting over 15,000 communities.

It began as a bold dream in 1992: the idea of creating a trail that would be a gift from Canadians to Canadians. Since then, Trans Canada Trail-a not-for-profit organization- has been working with donors, partners, governments and volunteers to create an epic trail of trails offering a wide range of outdoor experiences.

True to its name, The Great Trail embodies Canada's magnificent urban, rural and wilderness landscapes. Every Canadian province and territory is home to its own section of The Great Trail." -Excerpt from The Great Trail Plaque.

#### **FINANCIAL IMPLICATIONS:**

None at this time

RELATED REPORTS AND APPENDICES:
Appendix 1 - Photograph of the Hon. Elizabeth Dowdeswell

**Appendix 2 - Invitation** 

Prepared by:

Renee Bisson

**Community Engagement Manager** 

Submitted by:

Mark Brickell

**CAO/Secretary Treasurer** 





# The Honourable Elizabeth Dowdeswell Lieutenant Governor of Ontario

requests the pleasure of the company of

## Ms. Rene Bisson

at a reception in honour of

## Trans Canada Trail - Ontario Trail Builders

Wednesday, November 1, 2017 5:00 p.m.

Lieutenant Governor's Suite Queen's Park Toronto



Report To: Board of Directors

Subject: Floodplain Mapping Project in the Town of Grimsby & Town of Lincoln

(Supported by the National Disaster Mitigation Program)

Report No: Report No. 108-17

Date: November 15, 2017

#### **RECOMMENDATION:**

 That Report No. 108-17 respecting Floodplain Mapping Project in the Town of Grimsby and Town of Lincoln (Supported by the National Disaster Mitigation Program) BE RECEIVED;

- 2. That the NPCA Board staff **BE DIRECTED** to commence a Floodplain Mapping Project to update Floodplain Mapping in the Town of Grimsby and Town of Lincoln and to include Lake Ontario Tributaries #29 and #39;
- 3. That the NPCA Board **AUTHORIZE** the CAO to enter into an agreement with the Province of Ontario (through the National Disaster Mitigation Program NDMP) for 50% or up to \$60,000 of matching funds to undertake the above project; and
- 4. That the NPCA Board **DIRECT** staff to utilize General Capital Reserve Funds to cover the remaining portion of the costs associated with the project.

#### **PURPOSE:**

The purpose of this report is to present to the Board for consideration an Ontario Transfer Payment Agreement (attached) whereby the Province and the NPCA would both contribute \$60,000.00 toward the proposed Floodplain Mapping Update in the Towns of Grimsby and Lincoln pursuant to the National Disaster Mitigation Program.

#### **BACKGROUND:**

The objective of the Niagara Peninsula Conservation Authority (NPCA) is to "establish and undertake, in the area over which it has jurisdiction, programs designed to further the conservation, restoration, development and management of its natural resources". In order to fulfill this mandate, one of the responsibilities of the NPCA is to advocate and implement programs that contribute to keeping the public safe from flooding, erosion, and other natural hazards.

In 1989 floodplain mapping was generated for Prudhomme's Creek, Bartlett Creek, and Beamsville/ Konkle Creek in the Town of Lincoln, and for portions of Lake Ontario Tributaries #31, 32, 44, and 44a in the Town of Grimsby (as indicated on the attached 'Current Floodplain Mapping' sketch). Approximately 139 buildings were identified as being located within the 100-year flood hazard zone.

In the ensuing 28 years, the Towns of Grimsby and Lincoln have experienced significant growth. In addition to updating this existing floodplain mapping, the NPCA proposes to generate new floodplain mapping on two additional watercourses in the Town of Grimsby which face development pressures: Lake Ontario Tributaries #29 and #39.

As such, the NPCA is proposing to update and create new floodplain mapping for these watercourses utilizing the most up-to-date digital mapping, modelling techniques, and climatic data sets. Please refer to the attached 'Proposed Floodplain Mapping' sketches which illustrates the scope of this proposed floodplain mapping study.

#### **REPORT:**

In recognition of increasing disaster risks and costs, the federal government established the National Disaster Mitigation Program (NDMP) in April 2015. The intent of the NDMP is to address escalating flood risks and costs, and to build the foundation for informed mitigation investments that could reduce, or even negate, the effects of flood events.

Provincial governments are the only eligible recipients for funding under the NDMP. However, Provincial authorities may collaborate with and redistribute funding to eligible entities such as municipalities and Conservation Authorities.

The NDMP's \$200 million funding allotment (over 5 years) is to be used to provide 50% funding for eligible projects. Projects are selected for funding through a competitive, merit-based process. In May 2015, the NPCA applied to have the Welland River Floodplain Mapping Study included in the NDMP's first round of projects. Unfortunately, this application was not included with the Province of Ontario's first submission to the NDMP because the Welland River Floodplain Mapping Study had already been approved by the NPCA Board. It must be noted that this eligibility criteria had not been clearly articulated for the NDMP's first round of submissions.

In June 2016, the NPCA applied to have the proposed Floodplain Mapping Update in the Towns of Grimsby and Lincoln included with the Province of Ontario's second submission to the NDMP. This Floodplain Mapping Update proposes to use the most up-to-date digital mapping, modelling techniques, and climatic data sets in order to accurately generate approximately 23 linear kilometers of floodplain in the Towns of Grimsby and Lincoln. The estimated cost to undertake this project (complete with public engagement) is \$120,000 over an 9-month time frame. The NDMP program would provide a maximum grant of \$60,000 toward the project. The NPCA would be responsible for the remaining costs. As part of the application process, the NPCA received correspondence indicating support for this project from both the Town of Grimsby and Lincoln's Planning Directors and the Region of Niagara's Emergency Services Division Chief (please see attached correspondence).

In October 2016, the NPCA received confirmation that this project was approved for funding up to a maximum of \$60,000. In June 2017, the agreement was finalized between the Federal and Provincial governments which allowed money to be transferred from the federal government to the Province of Ontario. In August 2017, the NPCA received a copy of the Ontario Transfer Payment Agreement which would allow the transfer of money form the Province of Ontario to the NPCA. The NPCA is now free to undertake this project should Board approval be obtained. Once this floodplain mapping project is initiated, the NPCA has 2 years to complete the project under the requirements of the NDMP.

#### **FINANCIAL IMPLICATIONS:**

Based upon quotes obtained by the NPCA through a competitive consultant selection process, the NPCA is satisfied that this project may be completed within the allocated \$120,000 budget over an 9-month time period.

The \$60,000 required by the NPCA to fund the proposed Floodplain Mapping Update in the Towns of Grimsby and Lincoln was not allocated for in the NPCA's 2017 budget. As this project will serve to improve the accuracy of the flood hazard limit delineation within these municipalities through a program that provides a 50% funding grant, it is recommended that funds be drawn from the General Capital Reserve account in order to undertake this project.

#### **RELATED REPORTS AND APPENDICES:**

- 1. Ontario Transfer Payment Agreement
- 2. NPCA Current Floodplain Mapping Sketch
- 3. Proposed Floodplain Mapping Prudhomme Creek
- 4. Proposed Floodplain Mapping Beamsville/Konkle & Bartlett Creeks
- 5. Proposed Floodplain Mapping Lake Ontario Tributaries 29, 31, & 32
- 6. Proposed Floodplain Mapping Lake Ontario Tributaries 39, 44, & 44a
- 7. Town of Grimsby Staff Correspondence, May 2016
- 8. Town of Lincoln Staff Correspondence, May 2016
- 9. Region of Niagara Staff Correspondence, June 2016

Reviewed by:
Gregg Furtney
Acting Director, Watershed Management

#### ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, eff	ective as of the	day of	, 2017 (the "Effective Date")
BETWEEN:			
	Her Majesty the Que as represented by th (the "Province")	en in right of Ontario e Minister of Municipa	al Affairs
	- and -		
	Niagara Peninsula Co	nservation Authority	
	(the "Recipient")		

#### **BACKGROUND**

The Government of Canada has established the National Disaster Mitigation Program ("the Program") to support projects that contribute to the reduction of the impacts of natural disasters on Canadians.

This Project was chosen by Canada for funding through the Program.

The Ministry of Municipal Affairs administers the funding of the Projects occurring in Ontario.

The Recipient intends to carry out the Project.

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

#### **CONSIDERATION**

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

#### **ENTIRE AGREEMENT**

This agreement (the "Agreement"), including:

Schedule "A" - General Terms and Conditions

Schedule "B" - Project Specific Information and Additional Provisions

Schedule "C" - Project Description and Timelines

Schedule "D" - Budget

Schedule "E" - Payment Plan Schedule "F" - Reporting, and

any amending agreement entered into as provided for below,

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

#### **COUNTERPARTS**

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

#### AMENDING THE AGREEMENT

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

#### **ACKNOWLEDGEMENT**

The Recipient:

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as

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

	represented by the Minister of Municipal Aff
	by:
Date	Name: The Honourable Bill Mauro
	Niagara Peninsula Conservation Authority
	by:
Date	Name:
	Title:
	by:
Date	Name:
	Title:
	I/We have authority to bind the Recipient.

## SCHEDULE "A" GENERAL TERMS AND CONDITIONS

#### 1.0 INTERPRETATION AND DEFINITIONS

- 1.1 **Interpretation.** For the purposes of interpretation:
  - (a) words in the singular include the plural and vice-versa;
  - (b) words in one gender include all genders;
  - (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
  - (d) any reference to dollars or currency will be in Canadian dollars and currency; and
  - (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.
- 1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:
  - "Additional Provisions" means the terms and conditions referred to in section 9.1 and as specified in Schedule "B".
  - "BPSAA" means the Broader Public Sector Accountability Act, 2010 (Ontario).
  - "Budget" means the budget attached to the Agreement as Schedule "D".
  - "Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.
  - "Event of Default" has the meaning ascribed to it in section 15.1.
  - **"Expiration Date"** means the date on which this Agreement will expire and is the date set out in Schedule "B".
  - "Funding Year" means:
  - (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
  - (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.
  - "Funds" means the money the Province provides to the Recipient pursuant to the Agreement.
  - "Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.
  - "Maximum Funds" means the maximum amount the Province will provide the Recipient under the Agreement as set out in Schedule "B".
  - "Notice" means any communication given or required to be given pursuant to the Agreement.
  - "Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.
  - "Party" means either the Province or the Recipient.
  - "Project" means the undertaking described in Schedule "C".
  - "PSSDA" means the Public Sector Salary Disclosure Act, 1996 (Ontario).
  - "Reports" means the reports described in Schedule "F".

"Timelines" means the Project schedule set out in Schedule "C".

#### 2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 2.1 **General.** The Recipient represents, warrants and covenants that:
  - (a) it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
  - (b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
  - (c) it is in compliance with all federal and provincial laws and regulations, all municipal bylaws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
  - (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the term of the Agreement.
- 2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:
  - (a) the full power and authority to enter into the Agreement; and
  - (b) taken all necessary actions to authorize the execution of the Agreement.
- 2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:
  - (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
  - (b) procedures to ensure the ongoing effective functioning of the Recipient;
  - (c) decision-making mechanisms for the Recipient;
  - (d) procedures to enable the Recipient to manage Funds prudently and effectively;
  - (e) procedures to enable the Recipient to complete the Project successfully;
  - (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
  - (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.0; and
  - (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.
- 2.4 **Supporting Documentation.** Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

#### 3.0 TERM OF THE AGREEMENT

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

#### 4.0 FUNDS AND CARRYING OUT THE PROJECT

- 4.1 **Funds Provided.** The Province will:
  - (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
  - (b) provide the Funds to the Recipient in accordance with the Payment Plan attached to the

Agreement as Schedule "E"; and

- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 12.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1;
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section 14.1; and.
- (e) if, the Province does not receive the funding from the Government of Canada for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section 14.1.

#### 4.3 Use of Funds and Project. The Recipient will:

- (a) carry out the Project in accordance with the terms and conditions of the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.
- 4.4 **Province's Role Limited to Providing Funds.** For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.
- 4.5 **No Changes.** The Recipient will not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.
- 4.6 **Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.7 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
  - (a) deduct an amount equal to the interest from any further instalments of Funds; or
  - (b) demand from the Recipient the repayment of an amount equal to the interest.
- 4.8 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the

Agreement are to reimburse the Recipient for the Eligible Expenses incurred by the Recipient and will not exceed the lessor of the Maximum Funds or 50 per cent of the Recipient's Eligible Expenses.

- 4.9 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 4.10 Funding, Not Procurement. For greater clarity, the Recipient acknowledges that:
  - (a) it is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
  - (b) the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.

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

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

#### 6.0 CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
  - (a) the Recipient; or
  - (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

- 6.3 **Disclosure to Province.** The Recipient will:
  - (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
  - (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

#### 7.0 REPORTING, ACCOUNTING AND REVIEW

- 7.1 **Preparation and Submission.** The Recipient will:
  - (a) submit to the Province at the address referred to in section 19.1, all Reports in accordance with the timelines and content requirements set out in Schedule "F", or in a form as specified by the Province from time to time;
  - (b) submit to the Province at the address referred to in section 19.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;

- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.
- 7.2 **Record Maintenance.** The Recipient will keep and maintain:
  - (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
  - (b) all non-financial documents and records relating to the Funds or otherwise to the Project.
- Inspection. The Province, its authorized representatives, an independent auditor identified by the Province or Her Majesty the Queen in Right of Canada as Represented by the Minister of Public Safety and Emergency Preparedness may, at their own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives an independent auditor identified by the Province or Her Majesty the Queen in Right of Canada as Represented by the Minister of Public Safety and Emergency Preparedness may take one or more of the following actions:
  - (a) inspect and copy the records and documents referred to in section 7.2;
  - (b) remove any copies made pursuant to section 7.3(a) from the Recipient's premises; and
  - (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.
- 7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.
- 7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.
- 7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

#### 8.0 COMMUNICATIONS REQUIREMENTS

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

#### 9.0 FURTHER CONDITIONS

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

#### 10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

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

#### 11.0 INDEMNITY

- 11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties, Her Majesty the Queen in Right of Canada as Represented by the Minister of Public Safety and Emergency Preparedness and her employees and agents from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the respective negligence or wilful misconduct of the Province or Her Majesty the Queen in Right of Canada as Represented by the Minister of Public Safety and Emergency Preparedness or her employees and agents.
- 11.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 11.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 11.5 **Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

#### 12.0 INSURANCE

- 12.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The policy will include the following:
  - (a) the Indemnified Parties, Her Majesty the Queen in Right of Canada as Represented by the Minister of Public Safety and Emergency Preparedness and her employees and agents as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a 30 day written notice of cancellation.
- Proof of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 12.1. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

#### 13.0 TERMINATION ON NOTICE

- 13.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.
- 13.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b); and
  - (ii) subject to section 4.8, provide Funds to the Recipient to cover such costs.

#### 14.0 TERMINATION WHERE NO APPROPRIATION

- 14.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d) or in section 4 (2) (e), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, or if the Province does not receive funding from the Government of Canada for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.
- 14.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:
  - (a) cancel all further instalments of Funds;
  - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
  - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2(b).
- 14.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

#### 15.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 15.1 **Events of Default.** Each of the following events will constitute an Event of Default:
  - (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
    - (i) carry out the Project;
    - (ii) use or spend Funds; or
    - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
  - (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
  - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
  - (d) the Recipient ceases to operate.
- 15.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.
- 15.3 **Opportunity to Remedy.** If, in accordance with section 15.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:
  - (a) the particulars of the Event of Default; and
  - (b) the Notice Period.
- 15.4 **Recipient not Remedying.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(b), and:
  - (a) the Recipient does not remedy the Event of Default within the Notice Period;
  - (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
  - (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h) and (i).

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

#### 16.0 FUNDS AT THE END OF A FUNDING YEAR

- 16.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 15.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:
  - (a) demand the return of the unspent Funds; and
  - (b) adjust the amount of any further instalments of Funds accordingly.

#### 17.0 FUNDS UPON EXPIRY

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

#### 18.0 REPAYMENT

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

the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.
- 18.2 **Debt Due.** If, pursuant to the Agreement:
  - (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
  - (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

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

- 18.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 18.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 19.1.
- 18.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

#### 19.0 NOTICE

- 19.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule "B", or as either Party later designates to the other by Notice.
- 19.2 **Notice Given.** Notice will be deemed to have been given:
  - (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
  - (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.
- 19.3 **Postal Disruption.** Despite section 19.2(a), in the event of a postal disruption:
  - (a) Notice by postage-prepaid mail will not be deemed to be received; and
  - (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

#### 20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

#### 21.0 SEVERABILITY OF PROVISIONS

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

#### 22.0 WAIVER

Waivers in Writing. If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

#### 23.0 INDEPENDENT PARTIES

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

#### 24.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

#### 25.0 GOVERNING LAW

25.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### 26.0 FURTHER ASSURANCES

Agreement into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### 27.0 JOINT AND SEVERAL LIABILITY

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

#### 28.0 RIGHTS AND REMEDIES CUMULATIVE

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

#### 29.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES

#### 29.1 Recipient Acknowledges. The Recipient:

- (a) acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
- (b) acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
- (c) will comply with any such legislation, including directives issued thereunder, to the extent applicable.

#### 30.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

#### 30.1 **Other Agreements.** If the Recipient:

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

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

#### 31.0 SURVIVAL

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

- END OF GENERAL TERMS AND CONDITIONS -

#### **SCHEDULE "B"**

#### PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$ 60,000.00
Expiration Date	June 30, 2019
Amount for the purposes of section 5.2 of Schedule "A"	\$5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Name: Ministry of Municipal Affairs  Address: 777 Bay Street, Toronto, Ontario M5G 2E5, 16 <sup>th</sup> Floor  Attention: Mike Love; Helen Collins  Fax: 416-585-7292  Email: mike.love@ontario.ca; helen.collins@ontario.ca
Contact information for the purposes of Notice to the Recipient	Name: Address: Attention: Fax: Email:
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Name: Position: Fax: Email:

#### **Additional Provisions:**

B.1 Article 4 of Schedule "A" is amended by adding the following sections:

#### **4.11** Aboriginal Consultation. The Province and the Recipient agree to the following:

- (a) The provision of Funds under this Agreement is strictly conditional upon the Province satisfying any obligations that it may have with and, if required, accommodate any Aboriginal Group with an interest in the Project;
- (b) The Recipient will act as the Province's delegate for any procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to the Project;
- (c) The Recipient's obligations as the Province's delegate will include:
  - (i) Following the process set out in Schedule "G" of the Agreement as it relates to engaging or consulting with any Aboriginal Group that may have an interest in the Project,
  - (ii) Taking directions from the Province in relation to engaging or consulting with any Aboriginal Group with an interest in the Project as well as any other directions the Province may issue in relation to engagement or consultations, including suspending or terminating the Project, and
  - (iii) Providing a detailed description of any actions the Recipient took in relation to engagement or consultation with any Aboriginal Group that has an interest in the Project as described in Schedule "G"; and
- (d) The Recipient will not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as the Province may direct, after it has provided the Province with written evidence that

the Recipient has sent a notice about the Project to the Aboriginal Groups the Province has identified in accordance with Schedule "G" of the Agreement.

- 4.12 **Eligible Expenditures**. Only the Recipient's expenditures incurred in accordance with Schedule "D" after June 14, 2017 and before March 31, 2019 are eligible for funding under this Agreement.
- B.2 Article 8 of Schedule "A" is amended by adding the following section to section 8:
- 8.3 **Languages.** If the Recipient is located in a municipality designated by section 14 of the French Languages Services Act, the Recipient will consider providing information concerning the Project to the public in both English and French.
- B.3 Schedule "A" is amended by adding the following section:

#### 32.0 Intellectual Property

#### 32.1 Definitions. In this Article the following terms have the following meanings:

"Intellectual Property" means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity'

"Newly Created Intellectual Property" means any Intellectual Property created by the Recipient in the course of performance of its obligations under the Agreement;

#### 32.2 Recipient's Grant of Licence

The Recipient grants the Ministry and Her Majesty the Queen in Right of Canada, a royalty-free, permanent and non-exclusive license to use, produce, reproduce, distribute, translate, publish or perform, in any way, of any Newly Created intellectual property created by the Recipient in carrying out the Project or an adaptation, in any language, for any governmental non-commercial purpose.

## 32.3 Recipient's Representation and Warranty Regarding Third-Party Intellectual Property The Recipient represents and warrants that the Newly Created Intellectual Property shall

The Recipient represents and warrants that the Newly Created Intellectual Property shall not infringe or induce the infringement of any Third-Party's Intellectual Property rights.

#### 32.4 Further Assurances Regarding Copyright

At the request of the Province, at any time or from time to time, the Recipient shall execute and agrees to cause the Recipient's Personnel to execute a written licence referred to in section 32.2 to the Province in a form acceptable to the Ministry. The Recipient shall deliver such written licences (s) to the Province within ten (10) Business Days of the receipt of the request from the Province. The Recipient will obtain or execute any other document reasonably required by the Ministry to protect the Intellectual Property of the Ministry.

#### **32.5** Ministry May Prescribe Further Compliance

The Province reserves the right to prescribe the specific manner in which the Recipient shall perform its obligations relating to this Article.

#### 32.6 Survival

The obligations contained in this Article shall survive the termination or expiry of the Agreement.

#### **SCHEDULE "C"**

#### PROJECT DESCRIPTION AND TIMELINES

Project Title: Floodplain Mapping Update in the Towns of Grimsby and Lincoln, in the Region of Niagara

#### **Objectives**

Advances in mapping technology, computer hydrologic and hydraulic modelling, and a longer record of weather data will help to more accurately determine the limits of the 100 year flood hazard zone over the previous 1989 floodplain mapping studies.

#### Description

This study will undertake the necessary hydrologic and hydraulic analysis in order to update the 100 year return period floodlines for watercourses in the municipalities of Grimsby and Lincoln (approximately 23km linear floodplain) in the Region of Niagara. Please refer to the attached map of the study area.

All components of this analysis shall be consistent with the Ministry of Natural Resources and Forestry procedures and standards as well as mapping shall meet or exceed relevant Treasury Board standards and guidelines.

In 1989, 100 year floodplain mapping was generated for most of the watercourses (see attached maps) in the Towns of Grimsby and Lincoln. Approximately 139 buildings were identified as being located within the 100 year flood hazard zone. In July 2013, a major storm was experienced in this area which flooded houses and streets. This event revealed the out dated and inaccurate condition of the existing floodplain maps. As such, in order to better protect these communities and help direct municipal land use planning, the NPCA is proposing to update the floodplain maps in the Towns of Grimsby and Lincoln.

#### **Expected Outcomes**

This project will identify the flood hazard and will be used to guide municipal land use planning efforts to direct development away from the flood hazard.

In addition to the accurate delineation of the 100 year flood hazard, this study will also include recommendations to mitigate the identified flood hazards such as: floodproofing, culvert/bridge replacement, or channel capacity improvements. The estimated costs to mitigate the flood-susceptibility of identified roads and buildings shall also be included.

The NPCA has been delegated the responsibility by the Ministry of Natural Resources and Forestry to review municipal planning applications in order to ensure the proposed developments are not impacted by natural hazards. As such, the NPCA typically directs new development away from being undertaken within the mapped 100 year flood hazard zone.

In addition to the accurate delineation of the 100 year flood hazard, this study will also include recommendations to mitigate the identified flood hazards such as: floodproofing, culvert/bridge replacement, or channel capacity improvements. The estimated costs to mitigate the flood-susceptibility of identified roads and buildings shall also be included.

#### Project Output Attestation:

- a) NDMP-funded flood maps must be compliant with relevant Treasury Board standards and guidelines.
- b) All Stream 2 projects, upon completion, must provide a copy of the flood map(s) to Public Safety Canada in the appropriate format and associated data as outlined in the contribution agreement.
- c) All Stream 2 projects must provide Public Safety Canada with an updated NDMP risk assessment information template (RAIT), which includes the newly-created flood mapping information resulting from this project.
- d) This project will respect the applicable guidelines, standards and/or methodologies of the province/territory in which it is being undertaken.

#### **Official Languages**

- 1. Ontario will follow the language legislation or policies of its own jurisdiction.
- 2. Ontario will consider the needs of official language minority communities during stakeholder engagement activities.
- 3. In carrying out the projects, Ontario agrees to take into consideration the needs of official language minority communities in Ontario.

Activities	Tasks	Deliverable(s)/ Product(s)	Resources	Timelines (Start and End Dates)	Considerations/ Comments
Hydrology Model Generation		A detailed Hydrology Report which indicates the magnitude of flows in the watercourses during the flood storm event	Engineering Consultant and Niagara Peninsula Conservation Authority (NPCA) staff.	Start Date: 01/04/2017 End Date: 01/07/2017	
Hydraulic Model Generation	- Field Surveys - Incorporate NPCA's Digital Elevation Model into	Generate a detailed hydraulic model which will route the flows from the Hydrology Report through the system.	Engineering Consultant and Niagara Peninsula Conservation Authority (NPCA) staff.	Start Date: 01/07/2017 End Date: 01/01/2018	
Map the floodplain	- Indicate the elevation of the peak flood flows on detailed and accurate base maps.	-Floodplain mapping in both digital and paper formats. The digital floodplain maps will be posted on the NPCA's website.	Engineering Consultant and Niagara Peninsula Conservation Authority (NPCA) staff.	Start Date: 01/01/2018 End Date: 31/03/2018	

#### **SCHEDULE "D"**

#### **BUDGET**

#### Revenues for Fiscal Year (April 1 – March 31)

#### 2017 - 2018

Project Title: Floodplain Mapping in the Towns of Grimsby and Lincoln

Government Funding (municipal, provincial, territorial and federal)	Amount
Public Safety	\$60,000.00
Niagara Peninsula Conservation Authority (General Reserves or General Levy)	\$60,000.00
Subtotal – Cash	\$120,000.00
Niagara Peninsula Conservation Authority	\$9,000.00
Subtotal – In-kind  (The maximum amount of in-kind contribution may not exceed 15% of the partner contribution)	\$9,000.00
Total Government Funding  Government assistance: 100% (municipal, provincial, territorial, and federal) in this fiscal year of the project.  (Federal Government assistance cannot exceed a total of 50% of eligible costs for the total project, covering all fiscal years)	\$129,000.00
Non-government Funding and other	
Subtotal – Cash	\$0.00
Subtotal – In-kind  (The maximum amount of in-kind contribution may not exceed 15% of the partner contribution)	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$129,000.00

<sup>1.</sup> Cash: actual dollar value or revenues/funding received

<sup>2.</sup> In-Kind: non-cash input which is given a cash value

#### Eligible Expenses for Fiscal Year (April 1 – March 31)

#### 2017 - 2018

Project Title: Floodplain Mapping in the Towns of Grimsby and Lincoln

Detailed Eligible Expenditures by	Eligible Expenditures			
Category	Public Safety Canada Funding	Other Government Funding	Non- Government Funding and other	Total
Flood Mapping and forecasting	\$60,000.00	\$60,000.00		\$120,000.00
Subtotal – Cash	\$60,000.00	\$60,000.00	\$0.00	\$120,000.00
Professional Services Support		\$9,000.00		\$9,000.00
Subtotal – In-kind	\$0.00	\$9,000.00	\$0.00	\$9,000.00
Total Expenditures:	\$60,000.00	\$69,000.00	\$0.00	\$129,000.00

<sup>1.</sup> Cash: actual dollar value or revenues/funding received

<sup>2.</sup> In-Kind: non-cash input which is given a cash value

# SCHEDULE "E" PAYMENT PLAN

#### **Progress Payments (as applicable)**

June 14, 2017 to March 31, 2018				
Reporting Due Dates	Scheduled Payment Date			
October 13, 2017	December 12, 2017			
April 10, 2018	June 13, 2018			
Apri	April 1, 2018 to March 31, 2019			
Reporting Due Dates	Scheduled Payment Date			
October 12, 2018	December 12, 2018			
April 10, 2019	June 13, 2019			
Final Payment (	Final Payment (Holdback) at the end of the agreement			
Reporting Due Dates	Scheduled Payment Date			
No more than forty-five	No more than sixty (60) days after the Province's			
(45) days after the project's	approval of the final financial statement and final			
stated end date	project report			

#### Final Payment (Holdback) at the end of the Agreement

- Final Payment (holdback) = 3% of the Province's contribution amount.
- Final payment (holdback) from the Province is released upon receipt and approval of the Final Project Report and the final financial statement
- The final financial statement (with actuals from all fiscal years) and the final Project report for the Project must be submitted by the Recipient to the Province no more than forty-five (45) days after the Project's stated end date.

#### **SCHEDULE "F"**

#### **REPORTING**

	June 14, 2017 to March 31, 2018				
Reporting Due	Period Covered for	Poguired Penerts			
Dates	payments	Required Reports			
October 13, 2017	June 14, 2017 to September 30, 2017 (Q1 and Q2)	<ul> <li>Initial financial statement with actuals for Q1 and Q2</li> <li>Supporting documentation, such as invoices or receipts</li> <li>Interim Project report</li> </ul>			
April 10, 2018	October 1, 2017 to March 31, 2018 (Q3 and Q4)	<ul> <li>Updated financial statement with actuals for Q3 and Q4</li> <li>Supporting documentation, such as invoices or receipts</li> <li>Interim Project report</li> </ul>			
	April 1, 2018 to	March 31, 2019			
Reporting Due	Period Covered for	Required documents			
Dates	payments				
October 12, 2018	April 1, 2018 to September 30, 2018 (Q1 and Q2)	<ul> <li>Initial financial statement with actuals for Q1 and Q2</li> <li>Supporting documentation, such as invoices or receipts</li> <li>Interim Project report</li> </ul>			
April 10, 2019	October 1, 2018 to March 31, 2019 (Q3 and Q4)	<ul> <li>Updated financial statement with actuals for Q3 and Q4</li> <li>Supporting documentation, such as invoices or receipts</li> <li>Interim Project report</li> </ul>			

The Recipient will use a financial statement template provided by the Province in order to submit the financial statements to the Province prior to the reporting deadline.

Upon completion of the Project or upon the termination of the Agreement, the Recipient will include in the Final Project report a statement indicating the number of square kilometers of flood mapping produced, which will be the performance measure for the Project.

#### **SCHEDULE "G"**

#### **Aboriginal Consultation**

The Recipient will perform the following activities in relation to contacting any Aboriginal Group including any First Nation Band Council potentially affected by the Project:

- 1. Contact (by phone, email, mail, fax, etc.) any Aboriginal Group, including any First Nation Band Council, that the Recipient believes might be affected by the Project and any Aboriginal Group including any First Nation Band Council, the Province has directed the Recipient to contact.
- 2. Inform those Aboriginal Groups including any First Nations' Band Council of the Project that might affect their community, including:
  - Project details;
  - Canada's role in the project (i.e. Canada administers the National Disaster Mitigation Program (NDMP) and provides NDMP funding);
  - The Province's role in the Project (providing partial funding to the Recipient)
  - The Recipient's role in the project
  - Project lead and other key contacts;
  - Project timelines;
  - Project risks;
  - monitoring and performance management measures; and
  - additional relevant Project information (if any)

3 If an Aboriginal Group, including a First Nation Band Council, requests a meeting with the Recipient to discuss the Project, the Recipient will:

- Arrange and attend the meeting;
- Provide relevant information on the Project to the Aboriginal Group, including First Nation Band Council; and
- Immediately advise the Province of the nature of any objections to the Project or accommodation requests expressed by the Aboriginal Group including a First Nation Band Council during the meeting.

4 Obtain the following information from every Aboriginal Group including any First Nation Band Council that was contacted and submit this information to the Province:

- A confirmation that it has been made aware of the Project that might affect it;
- A statement from the Aboriginal Group, including a First Nation Band Council, that indicates its support for the Project that might affect it, and if this position is final, preliminary or conditional in nature; and
- Any issues or concerns that the Aboriginal Group or First Nation Band Council raised in relation to the Project that might affect it.

5. Indicate to the Province what steps the Recipient has taken to address any issues raised in the engagement or consultation by an Aboriginal Group, including a First Nation Band Council.

#### **Non-Financial Project Report**

#### **Reporting Requirements:**

The Recipient must submit a Project report that will indicate the Project implementation status, results achieved in accordance with its own performance management framework, project risk information update, and the financial expenditure requirements against the intended use and in accordance with eligible expenses.

The frequency of the reporting is specified.

The Non-Financial Project Report captures the Recipient's progress with respect to an approved National Disaster Mitigation Program (NDMP) project. Instructions for submitting a Non-Financial Project Report are as follows:

#### A) General Information:

- 1. Enter the name of your Province / Territory.
- 2. Enter the Project Title of the project for which you are providing a report.
- 3. Identify if this Non-Financial Project Report is an **Interim** or a **Final** report.
- 4. Enter the Reporting Period of this Non-Financial Project Report by entering the start date and the end date of the reporting period.

#### B) The Project Report Tables:

The Project Report contains two tables: the "Completed Project Activities" table and the "Incomplete Project Activities" table.

- 1. For the "Completed Project Activities" table, include the following information for each of the following columns:
- "Activity": Enter a key activity that is related to your project
- "Related Tasks (i.e. sub-activities)": Enter the tasks that are required to complete the activity, including the activities noted in 14.1 h) and i).
- "Deliverables/Products": Enter the outputs and/or products that will be produced as a result of the activity being completed
- "Resources": Enter the Human Resources that will lead and/or contribute to completing
  the activity. Enter the materials and/or equipment that will be essential for completing
  the activity.
- "Timelines (Start and End Dates)": Enter the start and end dates for completing the activity.
- "Considerations/Comments": Enter any additional comments and/or considerations that you feel are required to explain the status of the activity, and note any project risk information updates in this column.
- 2. For the "Incomplete Project Activities" table, include the following information for each of the following columns:
- "Activity": Enter a key activity that is related to your project
- "Status of Related Tasks (i.e. "sub-activities")": Enter the tasks that are required to complete the activity, including the activities noted in 14.1 h) and i), and their current status (i.e. "on track", "delayed", "done", etc.)
- "Status of Deliverables (i.e. progress update)": Enter the outputs and/or products that will be produced as a result of the activity being completed and their current status (i.e. "on track", "delayed, "done", etc.)
- "Resources": Enter the Human Resources that will lead and/or contribute to completing
  the activity. Enter the materials and/or equipment that will be essential for completing
  the activity.
- "Timelines (Start and End Dates)": Enter the planned start and end dates for completing the activity.

• "Considerations/Comments": Enter the justification(s) for not completing the activity, provide any additional comments and/or considerations that you feel are required to explain the status of the activity, and note any project risk information updates in this column.

### Non-Financial Project Report Template

_ ("Interim" or "Final")
. – (enter end date)
-

#### 1. Completed Project Activities

Activity	Related Tasks (i.e. "sub-activities")	Deliverable(s) / Product(s)	Resources	Timelines (Start and End Dates)	Considerations/ Comments
1.					
2.					

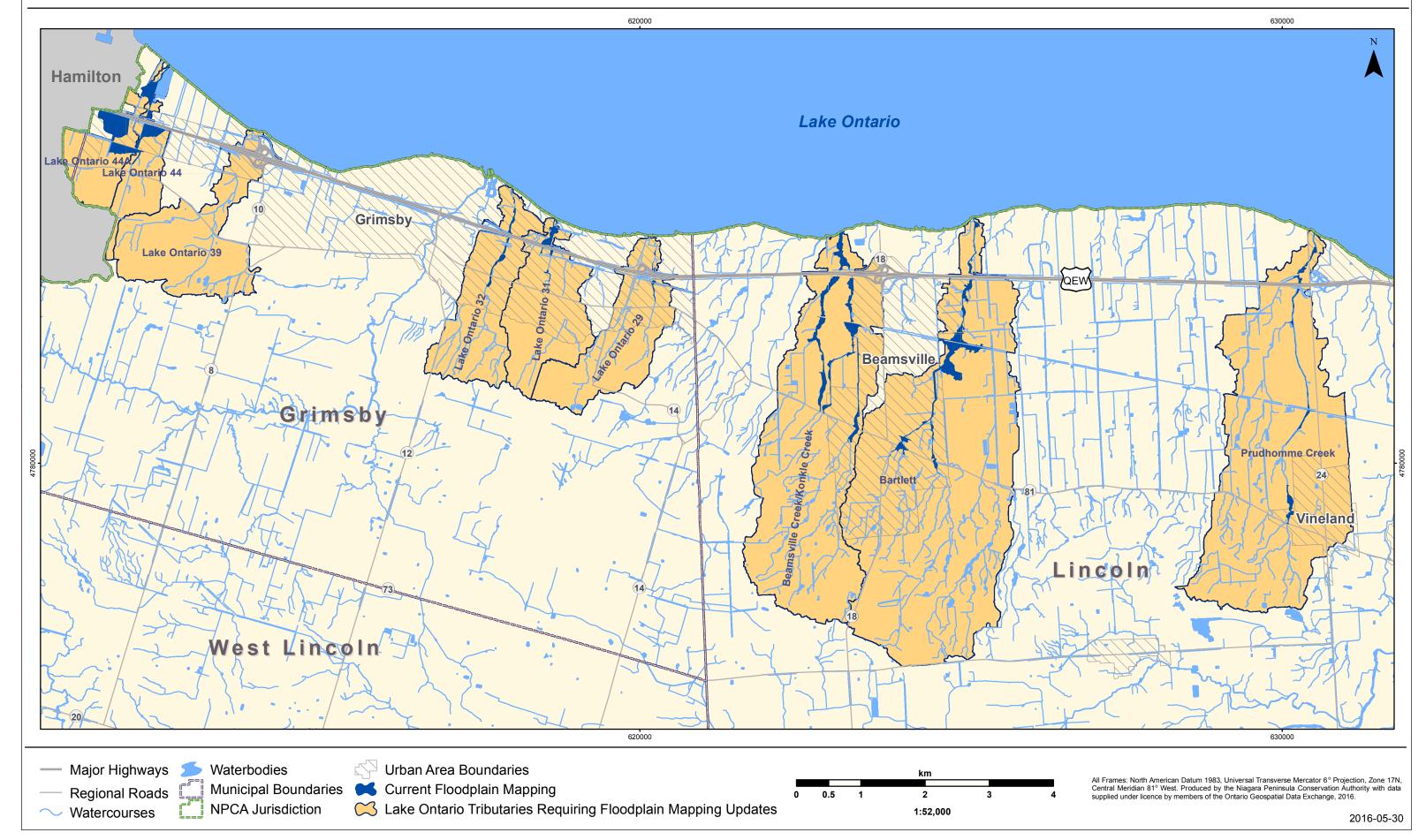
3.			
4.			
5.			

#### 2. Incomplete Project Activities (i.e. not started or not completed)

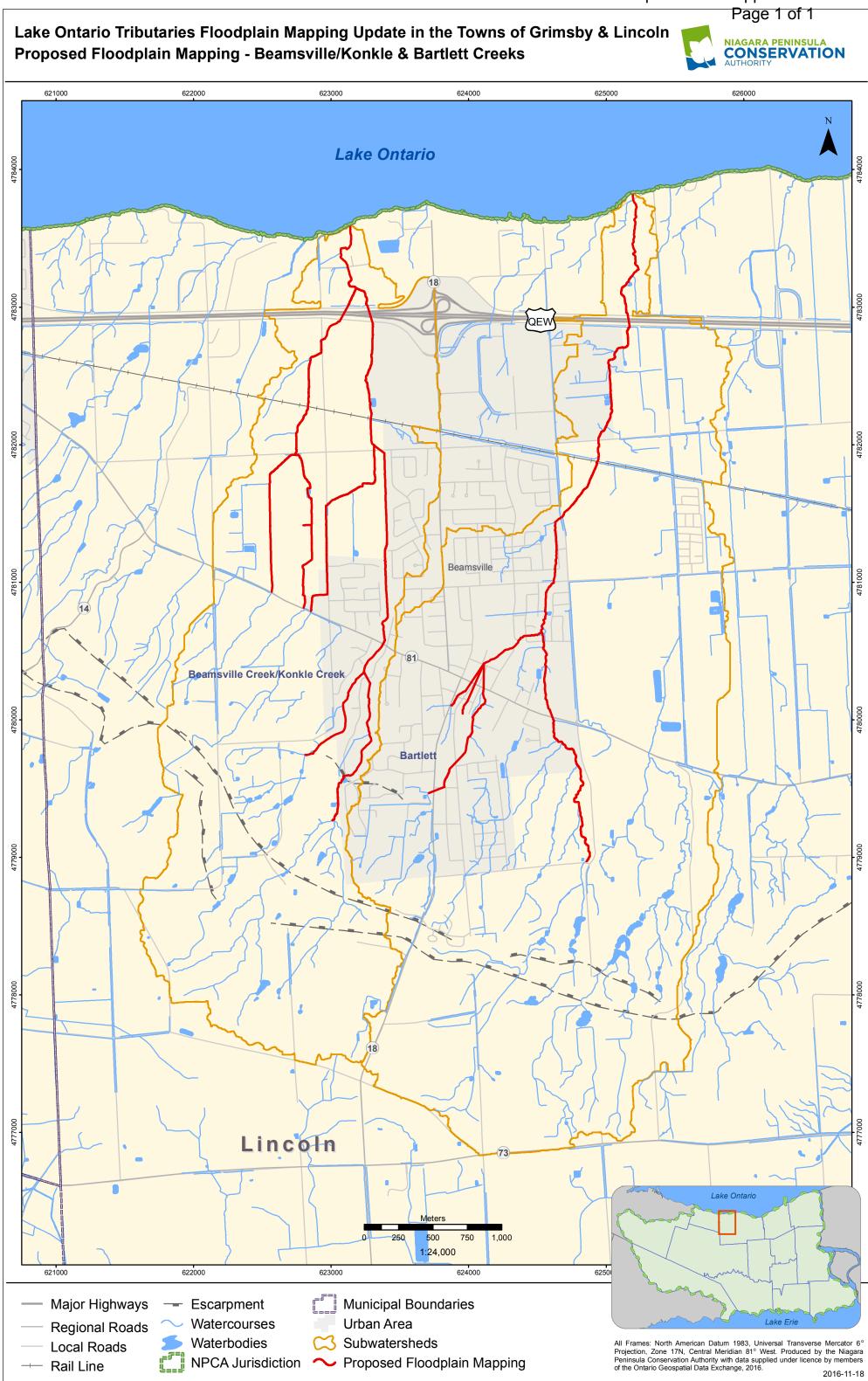
Activity	Status of Related Tasks (i.e. "sub-activities")	Status of Deliverables (i.e. progress update)	Resources	Timelines (Planned Start and End Dates)	Considerations/ Comments
1.					
2.					
3.					
4.					
5.					

# Lake Ontario Tributaries Floodplain Mapping in the Towns of Grimsby & Lincoln Current Floodplain Mapping









Report 108-17 Appendix 5



Page 1 of 1 Lake Ontario Tributaries Floodplain Mapping Update in the Towns of Grimsby & Lincoln NIAGARA PENINSULA CONSERVATION AUTHORITY Proposed Floodplain Mapping - Lake Ontario39, 44 & 44A **Hamilton** Lake Ontario **Q**EW Lake Ontario 44A (Town of Grimsby Outlet 1) Lake Ontario 44 (Town of Grimsby Outlet 2) Lake Ontario 39 (Town of Grimsby Outlet 9) (I) Grimsby Lake Ontario Meters 1,000 **2**50 500 750 1:15,000 611000 612000 613000 Major Highways Municipal Boundaries **Escarpment** Watercourses Urban Area Regional Roads Waterbodies Subwatersheds All Frames: North American Datum 1983, Universal Transverse Mercator  $6^{\,\rm o}$  Projection, Zone 17N, Central Meridian 81° West. Produced by the Niagara Local Roads NPCA Jurisdiction Proposed Floodplain Mapping Peninsula Conservation Authority with data supplied under licence by members of the Ontario Geospatial Data Exchange, 2016. Rail Line 2016-11-18

#### Lisa McManus

From: Michael J. Seaman <mseaman@grimsby.ca>

**Sent:** Tuesday, May 31, 2016 11:42 AM **To:** 'Kathleen Dale'; Steve Miller

**Cc:** Peter Graham; Carmen D'Angelo; Suzanne McInnes

**Subject:** Town of Grimsby Staff Approval in Principle - Updated NPCA Floodplain Mapping in Lincoln and

Grimsby

The Town of Grimsby would also not have objections to the NPCA updating its floodplain mapping with the same caveat as identified by the Town of Lincoln below.

As discussed, I've contacted our Public Works and Fire Departments to inquire as to whether we have the Risk Assessment document that we can provide to you.



Town of Grimsby | 905-309-2002 | f: 905-945-5010 | <u>www.town.grimsby.on.ca</u>

From: Kathleen Dale [mailto:kdale@lincoln.ca]

**Sent:** May-31-16 11:35 AM

To: Steve Miller; Michael J. Seaman

Cc: Peter Graham; Carmen D'Angelo; Suzanne McInnes

Subject: RE: Town Staff Approval in Principle - Updated NPCA Floodplain Mapping in Lincoln

The Town of Lincoln would not have any objections to the NPCA updating its floodplain mapping. I would ask that you carry out consultation with the landowners affected as well as provide updates in the form of a presentation(s) to our Economic Development and Planning Committee during the process. You can contact me to arrange to appear as a delegation before our Committee. The Town is also willing to post notices on our web site if necessary. I would also ask that mapping be updated to reflect matters that have been completed during the development approval process (cut and fill, realignment of creeks, etc.

In regards to our Risk Assessment do you require information from our Emergency Plan?

From: Steve Miller [mailto:smiller@npca.ca]
Sent: Monday, May 30, 2016 10:52 AM

To: Kathleen Dale; Michael Seaman (mseaman@town.grimsby.on.ca)

Cc: Peter Graham; Carmen D'Angelo; Suzanne McInnes

Subject: Town Staff Approval in Principle - Updated NPCA Floodplain Mapping in Lincoln

Hello Kathleen and Michael;

As a follow-up to my voice message, the NPCA is in the process of applying for grant money through the federal National Damage Mitigation Program (http://www.mah.gov.on.ca/Page14903.aspx) in order to update our 100 year regulatory

## Report No. 108-17 Appendix 7 Page 2 of 2

floodplain maps in the Town of Lincoln and to generate new floodplain maps in the Town of Grimsby (please see attached Study Area map). The portion of the project not funded by this federal program is proposed to be funded by the NPCA through our general reserves. No financial burden will be placed on the municipality. The anticipated completion of this floodplain mapping project is late 2017 and the resultant maps will be made public on our website and delivered to you.

As part of the National Damage Mitigation Program application, the Province of Ontario (coordinated by MMAH) requires support in principle of this project by local municipal councils. However due to the short notice and tight deadlines (applications must be received by the Province by June 9), MMAH has indicated that support in principle can be granted by municipal senior staff (ideally the Planning Director or CAO). As such I am requesting that, should you find merit in this project, please forward to me by the end of the day Friday, June 3:

- 1) An email indicating that you support this project in principle;
- 2) A copy of your Town's Hazard Identification and Risk Assessment report to be included in the application package.

I would be pleased to answer any questions that you might have regarding this project.

Thanks in advance for your consideration and assistance. It is greatly appreciated.

Kind regards;

Steve Miller, P.Eng.
Supervisor, Water Resources
Niagara Peninsula Conservation Authority
250 Thorold Road West, 3rd Floor

Welland, Ontario. L3C 3W2 Tel: 905-788-3135 x 231 Fax: 905-788-1121

email: smiller@npca.ca

#### Lisa McManus

From: Kathleen Dale <kdale@lincoln.ca>
Sent: Tuesday, May 31, 2016 11:35 AM

**To:** Steve Miller; Michael Seaman (mseaman@town.grimsby.on.ca)

**Cc:** Peter Graham; Carmen D'Angelo; Suzanne McInnes

Subject: Town of Lincoln Staff Approval in Principle - Updated NPCA Floodplain Mapping in Lincoln and

Grimsby

The Town of Lincoln would not have any objections to the NPCA updating its floodplain mapping. I would ask that you carry out consultation with the landowners affected as well as provide updates in the form of a presentation(s) to our Economic Development and Planning Committee during the process. You can contact me to arrange to appear as a delegation before our Committee. The Town is also willing to post notices on our web site if necessary. I would also ask that mapping be updated to reflect matters that have been completed during the development approval process (cut and fill, realignment of creeks, etc.

In regards to our Risk Assessment do you require information from our Emergency Plan?

From: Steve Miller [mailto:smiller@npca.ca] Sent: Monday, May 30, 2016 10:52 AM

**To:** Kathleen Dale; Michael Seaman (mseaman@town.grimsby.on.ca)

Cc: Peter Graham; Carmen D'Angelo; Suzanne McInnes

Subject: Town Staff Approval in Principle - Updated NPCA Floodplain Mapping in Lincoln

Hello Kathleen and Michael;

As a follow-up to my voice message, the NPCA is in the process of applying for grant money through the federal National Damage Mitigation Program (<a href="http://www.mah.gov.on.ca/Page14903.aspx">http://www.mah.gov.on.ca/Page14903.aspx</a>) in order to update our 100 year regulatory floodplain maps in the Town of Lincoln and to generate new floodplain maps in the Town of Grimsby (please see attached Study Area map). The portion of the project not funded by this federal program is proposed to be funded by the NPCA through our general reserves. No financial burden will be placed on the municipality. The anticipated completion of this floodplain mapping project is late 2017 and the resultant maps will be made public on our website and delivered to you.

As part of the National Damage Mitigation Program application, the Province of Ontario (coordinated by MMAH) requires support in principle of this project by local municipal councils. However due to the short notice and tight deadlines (applications must be received by the Province by June 9), MMAH has indicated that support in principle can be granted by municipal senior staff (ideally the Planning Director or CAO). As such I am requesting that, should you find merit in this project, please forward to me by the end of the day Friday, June 3:

- 1) An email indicating that you support this project in principle;
- 2) A copy of your Town's Hazard Identification and Risk Assessment report to be included in the application package.

I would be pleased to answer any questions that you might have regarding this project.

Thanks in advance for your consideration and assistance. It is greatly appreciated.

Kind regards;

Report No. 108-17 Appendix 8 Page 2 of 2

Steve Miller, P.Eng.
Supervisor, Water Resources
Niagara Peninsula Conservation Authority

250 Thorold Road West, 3rd Floor Welland, Ontario. L3C 3W2 Tel: 905-788-3135 x 231 Fax: 905-788-1121

email: smiller@npca.ca

#### Lisa McManus

From: Krajewski, Christine <christine.krajewski@niagararegion.ca> on behalf of Smith, Kevin

<kevin.smith@niagararegion.ca>

**Sent:** Thursday, June 02, 2016 1:54 PM

**To:** Steve Miller

Subject: Region of Niagara Approval in Principle - Updated NPCA Floodplain Mapping in Lincoln and Grimsby

#### National Damage Mitigation Program:

Please accept this email as support in principle for the Niagara Peninsula Conservation Authority (NPCA) application to update floodplain maps in the Town of Lincoln and Town of Grimsby.

The Niagara Region emergency management program, which operates under my direction, works closely with all Niagara municipalities in the identification and updating of Hazard Identification and Risk Assessment (HIRA). The mapping that will be created by NPCA will be a significant resource for emergency management and complement the HIRA.

We are pleased to attach the Niagara Region HIRA to support the application.

Thank you, Kevin

## Kevin Smith, BAppB:ES, CMM III, ACP Chief

Niagara Emergency Medical Services 509 Glendale Ave East Niagara-on-the-Lake, ON LOS 1J0

Phone: 905-984-5050 ext. 2820

Cell: 905-401-8214 Fax: 905-687-9715

kevin.smith@niagararegion.ca www.niagararegion.ca

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Report To: Board of Directors

Subject: Conservation Area Rates & Fee Schedule 2018

Report No: Report No. 109-17

**Date:** November 15, 2017

#### **RECOMMENDATION:**

That Report No. 109-17 respecting the Conservation Area Rates & Fee Schedule 2018 **BE RECEIVED**; and

That the 2018 Conservation Area Fee Schedule as outlined in Appendix 1 of this report **BE APPROVED**.

#### **PURPOSE:**

For the NPCA Board to consider the 2018 Conservation Area fee structure.

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

For the NPCA Board to direct staff on the appropriate fee increase for Seasonal Campsites at Chippawa Creek and Long Beach Conservation Areas.

#### **BACKGROUND:**

Senior Operations staff met to analyze and recommend fee changes to the Board. A summary of the proposed Conservation Area Program Fees is attached as Appendix 1 of this report.

#### **DISCUSSION:**

#### Day Use Fees

The recommendation, for Day Use fees for adults (\$7), students and seniors (\$5) is to keep them the same.

Fees for Admission will include taxes. All other fees will be advertised without tax included. All parks have shown a steady growth in day use attendance.

#### Pavilion Rentals

Pavilion rental fees are recommended to freeze at \$115 + tax for a roofed Pavilion and \$62.50 + tax for an Open-Air Picnic Area, at all parks.

#### Membership Pass

The membership (seasonal day) pass fee is recommended to be adjusted from \$95 plus tax to \$100 plus tax for all parks. This pass is good at all NPCA owned and operated parks. It is a Season pass, valid from January 1<sup>st</sup> to December 31<sup>st</sup>, 2018. As of August 1, 2018, the rate becomes pro-rated to be \$60 (60%) or staff may recommend that the patron pay as they attend, whichever is less. It will not carry over from year to year as a 12-month pass as has been past practice. Staff believes the price point of this product is well placed in comparison to similar pass programs offered by the Hamilton Conservation Authority and Conservation Halton; who have more fee-for-service operations.

#### Camping Fees

Staff recommends that Seasonal Campsite Fees be increased by 2%, in line with the projected CPI of approx. 1.5%.

The \$250 Non-Refundable Seasonal Campsite deposit was non-negotiable. It remains due by December 1<sup>st</sup>, 2017 in order to secure their existing campsites. If the deposit is not paid by December 1<sup>st</sup>, their campsite would be forfeited and placed back into the general campsite pool, available to anyone on a first come, first serve basis.

Overall, staff are recommending nominal fee increases over the next few years in an attempt to bring fees closer to the public park average.

Seasonal campers will continue to be offered one free membership pass to offset their 'extra vehicle permit' cost; valued at \$70. 2015 also saw the NPCA add a Long Weekend premium on all sites of \$4. Staff continues to support this idea, for Transient Campers. NPCA campgrounds are at capacity during these peak periods showcasing the high demand. This is a common practice at many campgrounds and it is recommended to continue to do so at NPCA campgrounds.

For 2018, staff is recommending the one-night fee for camping increase by \$2.50.

Demand at Long Beach and Chippawa Creek, particularly 30 amp electrically serviced camping, is very strong. There is a waiting list for these sites and an increase in advance bookings each season. Trends in both advanced bookings and increased waiting lists, point to a steady increase in demand and supports an additional nominal increase for the 2018 season.

#### **FINANCIAL IMPLICATIONS**:

Mark Brickell

**CAO/Secretary Treasurer** 

The estimated financial implications of the recommended nominal fee changes should result in additional revenues of approx. \$15-20,000/year.

Further, staff anticipates additional revenue capture in the 2018 season as a result of the fee increases related to rentals for the Church/Barn/Centre at Balls Falls.

#### **RELATED REPORTS AND APPENDICES:**

1. Appendix 1- Proposed 2018 Conservation Area Fee Schedule

Prepared by:	Reviewed by:
	Bik
Michael MacIntyre	
Acting Manager, Conservation Areas	Senior Director, Corporate Resources
Submitted by:	
Mark Rickell	

## **Proposed 2018 Fee Schedule**

**Long Beach and Chippawa Creek** 

Day Use (includes tax)	2016	2017	2018
Adults	\$ 6.00	\$ 7.00	\$ 7.00
Seniors	\$ 4.00	\$ 5.00	\$ 5.00
Students	\$ 4.00	\$ 5.00	\$ 5.00
Max Car	\$ 18.00	\$ 21.00	\$ 21.00
Bus (over 20/ vehicle)	\$ 120.00	\$ 130.00	\$ 130.00
Camping (non-serviced) (plus tax)	2016	2017	2018
One Night	\$ 35.00	\$ 36.00	\$ 38.50
Seasonal	Х	Χ	X
Camping (15 Amp) (plus tax)			
One Night	\$ 39.00	\$ 40.00	\$ 42.50
Seasonal	\$ 2,100.00	\$ 2,165.00	\$ 2,210.00
Camping (15 Amp Premium) (plus tax)	2016	2017	2018
One Night	\$ 43.00	\$ 44.00	\$ 46.50
Seasonal	\$ 2,300.00	\$ 2,370.00	\$ 2,420.00
Camping (30 Amp + Water) (plus tax)	2016	2017	2018
One Night	\$ 45.00	\$ 46.00	\$ 48.50
Seasonal	\$ 2,400.00	\$ 2,475.00	\$ 2,525.00
Camping (30 Amp Premium/ or Lakefront) (plus tax)	2016	2017	2018
One Night	\$ 47.00	\$ 48.00	\$ 50.50
Seasonal	\$ 2,600.00	\$ 2,680.00	\$ 2,730.00
Hunting Permits (tax included)	2016	2017	2018
Hunting Permit	\$ 30.00	\$ 40.00	\$ 40.00

Binbrook Conservation	on Area
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Binbrook Conservation Area			
Day Use (Includes tax)	2016	2017	2018
Car and Driver	\$ 6.00	\$ 7.00	\$ 7.00
Additional Adult	\$ 5.00	\$ 6.00	\$ 6.00
Senior/ Student	\$ 4.00	\$ 5.00	\$ 5.00
Max Car	\$ 18.00	\$ 21.00	\$ 21.00
Bus (over 20/ vehicle)	\$ 120.00	\$ 130.00	\$ 130.00
Facilities Rental (plus tax)	2016	2017	2018
Picnic Pavilion	\$ 110.00	\$ 115.00	\$ 115.00
Open Air Picnic Area	\$ 60.00	\$ 62.50	\$ 62.50
Ball's Falls Conservation Area  Day Use (Includes tax)	2016	2017	2018
Adult	\$ 6.00	\$ 7.00	\$ 7.00
Senior/ Student	\$ 4.00	\$ 5.00	\$ 5.00
Max Car	\$ 18.00	\$ 21.00	\$ 21.00
Bus (over 20/ vehicle)	\$ 120.00	\$ 130.00	\$ 130.00
Self Pay/ Donation	\$ 5.00	\$ 5.00	\$ 5.00
Membership Pass (plus HST) Park (plus tax)	2016	2017	2018
Turk (plus tax)	2010	2017	2010
Ball's Falls	х	Х	Х
Ball's Falls Senior/ Student Rate	Х	Х	Х
Binbrook	Х	Х	Х
Binbrook Senior/ Student Rate	Х	Х	Х
CCCA/ LBCA	Х	Х	Х
CCCA/ LBCA Senior/ Student Rate	Х	Х	Х
All Park Pass	\$ 89.00	\$ 95.00	\$ 100.00
		_	



Report To: Board of Directors

Subject: NPCA Website Redesign DRAFT Request for Proposal (RFP)

**Report No: 110-17** 

**Date:** November 15, 2017

#### **RECOMMENDATION:**

1. That Report No. 110-17 respecting the Niagara Peninsula Conservation Authority (NPCA) Website Redesign DRAFT Request for Proposal (RFP) **BE RECEIVED**; and

2. That the NPCA Website Redesign DRAFT Request for Proposal (RFP) **BE APPROVED** and **DISTRIBUTED** as presented.

#### **PURPOSE:**

To modernize the NPCA website in order to meet the business and branding needs of the organization.

#### **BACKGROUND:**

Niagara Peninsula Conservation Authority (NPCA) requires a website redesign that drastically improves user interface, functionality, and visual interest. The new website will be built using the WordPress platform to provide more creative freedom and flexibility thereby enabling us to meet the diverse needs of the users of our website. WordPress will also provide autonomy as to how the site is hosted, managed and built upon moving forward.

A high-level audit of the current website identified the following deficiencies:

- Website is not serving the end-user content is difficult to find
- Platform is non-intuitive and restrictive
- Bad user experience (UX), generally
- The focus is too technical
- No integrated shopping cart
- · Bad search functionality
- Does not lend to storytelling
- Not visually representative of all NPCA services

The prepared draft RFP requires that the successful bidder can provide wireframing, design and layout, programming, plug-in integration and initial content flow. The website will have an eCommerce component, and must integrate with Reserve America. The website must be compliant with the Accessibility for Ontario's with Disabilities Act (OADA). The website must be responsive across all platforms and devices.

The objectives of the new website are as follows:

- Reduce clicks for end-users to find the information they require
- Facilitate people's ability to submit feedback
- Improve aesthetic and functionality
- Feature partnerships and initiatives
- Change platform from Drupal to WordPress for improved content management
- Build newsletter subscriber list
- Drive traffic to camping bookings
- Simplify access to wedding and special events information, in a way that is visual and engaging
- Simplify access to development approval information
- · Simplify access to hunting permits
- Allow online payment for hunting licenses, camping, weddings, events etc.
- Allow guests to register and pay for camps at the various locations
- Reconcile the technical aspects that we need to communicate with the community engagement pieces (for example, planning permits and day camps)

As part of the biggest, boldest, most robust initiatives launched by NPCA October 25th, we are committed to implementing technology in order to maximize accuracy and efficiency in the watershed. A new website will be integral to this initiative moving forward, and will also serve to ensure that we are better connected with the people of the watershed.

#### FINANCIAL IMPLICATIONS:

None. Funds to allocated to website redesign were approved as part of the 2018 budget.

#### **RELATED REPORTS AND APPENDICES:**

NPCA Website Redesign – Request for Proposal.

Prepared by:

**Michael Reles** 

**Manager, Communications** 

Submitted by:

Mark Brickell

**Chief Administrative Officer / Secretary Treasurer** 

This Report was prepared in consultation with: Krystle Caputo, Communications Specialist and Erika Navarro, Communications Specialist.



#### **Intro / Project Overview**

Niagara Peninsula Conservation Authority (NPCA) requires a website redesign that drastically improves user interface, functionality, and visual interest. NPCA requires that WordPress be used as the platform. The successful bidder will be able to provide wireframing, design and layout, programming, plug-in integration and initial content flow. The website will have an eCommerce component, and must integrate with Reserve America (Campground booking software) if possible. The site must be compliant with the Accessibility for Ontario's with Disabilities Act (OADA). The site must be responsive across platforms.

Proposals are due January 10th, 2017 by 2 p.m. Proposals received after this time and date will not be accepted. The onus is on the Proponent to ensure that the Proposal is received in the proper location and before the Proposal closing deadline. A signed copy of Schedule A must accompany each submitted RFP.

#### Proposals should be sent/delivered to:

Niagara Peninsula Conservation Authority 230 Thorold Road West 3<sup>rd</sup> Floor Welland, Ontario L3C 3W2

Attention: Michael Reles, Communications Manager

**NOTE**: The Proposal must be received in the form and quantity required by this RFP in order to qualify (i.e. delivered to the organization and include 3 copies) **Failure to do so may result in disqualification of your Proposal.** Proposals must be signed by an authorized official of the Proponent's organization. **Unsigned Proposals will not be considered.** 

For information regarding this Request for Proposals, please contact: Michael Reles, Communications Manager, <a href="mailto:mreles@npca.ca">mreles@npca.ca</a>

#### **Company Overview**

The Niagara Peninsula Conservation Authority was established on April 30, 1959, under the Conservation Authorities Act, and serves approximately half a million people in the Niagara Peninsula Watershed, encompassing the entire Niagara Region and portions of the City of Hamilton and Haldimand County. The NPCA manages the impact of human activities, urban growth, and rural activities on the watershed.

With its unique resources, the Niagara Peninsula is one of the most complex watersheds in the Province. It includes lands drained by the Niagara River, Twenty Mile Creek, the Welland River, the Welland Canal, Lake Erie and Lake Ontario. NPCA programs focus on initiatives that help keep people and their property safe from flooding and erosion while retaining our drinking water safe to drink.

The NPCA's ongoing commitment to land stewardship is reflected in the management of over 2,870 hectares of some of the most sensitive and unique natural areas in Niagara. These lands are held in public trust, allowing the people of the watershed to enjoy its distinctive natural heritage at 39 Conservation



Areas, each offering diverse recreational and educational opportunities and a place to experience nature's beauty.

The Niagara Peninsula Conservation Authority is a registered charitable organization.

#### **Conservation Authorities Mandate**

The legislative mandate of the Conservation Authority, as set out in Section 20 of The Conservation Authorities Act, is to establish and undertake programs designed to further the conservation, restoration, development and management of natural resources. The NPCA fulfills this mandate by implementing programs that:

- Improve the quality of lands and waters
- Contribute to public safety from flooding and erosion
- Provide for the acquisition of conservation and hazard lands
- Enhance the quality of life in its watershed by using its lands for recreation, heritage preservation and conservation education

#### Audience

NPCA audience is comprised of all people of the Niagara watershed.

- Our neighbours
- People who use Conservation Areas
- Local school boards
- Brock University
- Niagara College
- The Bruce Trail Club
- Local politicians
- Municipalities
- First Nations and Métis,
- Local tourism associations and businesses
- The Niagara Escarpment Biosphere Fund
- Local nature clubs
- The Ministry of Natural Resources and Forestry
- The Niagara Escarpment Commission
- Landowners
- Arts Communities
- All People of the Watershed

#### Audience of the website

NPCA is an open and transparent organization, and as such we use our website to share valuable information with the people of the Niagara watershed, which is comprised of the Niagara region, and parts of Hamilton and Haldimand County. The primary users of our website visit for:

Flood notifications. This feature must be central to the homepage as an alert status is used to keep people and their property safe from flooding and erosion.



Conservation Areas Information. The NPCA has 39 conservation areas, some of which have varying degrees of public access varying from not accessible to people, to camping, children's day camps, wedding/events hosting. The website must be highly visual in order to compete with the market.

#### **Hunting Permits**

#### **Building Permits**

Meeting Agendas/Minutes/Streaming. NPCA live streams its Board of Director meetings, and occasionally press conferences. This information is shared via a streaming service live with the public.

#### **New Website Objectives**

- Reduce clicks for end users to find the information they require
- Facilitate people's ability to submit feedback
- Improve aesthetic and functionality
- Feature partnerships and initiatives
- Change platform from Drupal to WordPress for better content management that is visually appealing
- Build our newsletter subscriber list
- Drive traffic to camping bookings
- Simplify access to wedding and special events information, in a way that is visual and engaging
- Simplify access to development approval information
- Simplify access to hunting permits
- Allow online payment for hunting licenses, camping, wedding etc.
- Allow guests to register and pay for camps at the various locations
- Allow guests to register and pay for camping at various locations (potential)
- Reconcile the technical aspects that we need to communicate with the community engagement pieces (for example, planning permits and day camps)

#### **Current Website**

- Functionally, not serving the end-user content is difficult to find
- Platform is non-intuitive and restrictive
- Bad UX, generally
- The focus is too technical
- No integrated shopping cart
- Bad search functionality
- Does not lend to storytelling
- Not visually representative of all NPCA services

#### **New Website Functionality Requirements**

- Must be WordPress
- Must integrate with existing GIS and restore functionality to conservation area map filtering
- Must have a strong UX
- Must be OADA compliant
- Must integrate with Reserve America (if possible, or strong evidence is presented for the viability of an alternative)
- Must have a shopping cart



#### **Ecommerce Details**

- Allow online payment for hunting licenses, camping, wedding deposits and balances, etc.
- Allow guests to register and pay for camps at the various locations
- Allow guests to register and pay for camping at various locations
- Allow online payment for hunting licenses, camping/reservations, wedding

#### **Proposal Requirements**

Please ensure that you have accounted for all the items in your proposal, as listed in this RFP. Please provide samples of similarly scoped work for review.

#### RFP & Project Timeline Details

The website redesign will begin in January 2018 with an anticipated launch date of April 30, 2018.

#### **Core Functionality**

Our data pulls from GIS Geographic Information Services (GIS) is the technology used to collect, manage, and analyze spatial data, which includes both mapping and tabular data that has reference to a location on the surface of the earth. The NPCA relies heavily on spatial data, the bulk of which is topographic, environmental or natural resources based land information, to support or directly carry out most of its day to day tasks.

Our GIS department's data collection efforts focus on producing detailed large-scale data products in order to support and inform our decision-making models and tools. Most of this information is shared with our local, regional and provincial partners to provide accurate research and application data about the nature and physicality of our watersheds, natural areas and environmental conditions. Mapping and data is also made available to the public to help you plan a project, find a park, or better understand our watershed.

#### **Online Information Access**

The NPCA Watershed Explorer is an online interactive mapping tool developed in cooperation with Niagara Region to provide NPCA geographic information to the public. Use the map to explore detailed visual information about NPCA planning and permitting interests, regulated areas, watershed monitoring efforts, natural area features and our Conservation Areas. For in-depth information on using the application, download the NPCA Watershed Explorer Reference Guide.

The NPCA also publishes water quantity and quality data through our NPCA Hydroserver. The HydroServer is part of the NPCA's developing Hydrologic Information System (HIS), providing publication, discovery and access to its hydrologic data through CUAHSI-HIS web services, and includes GIS water resources data. Visit http://www.his.npca.ca/hydroserver for more information and data access, or download the Fact Sheet.

Geospatial data is also made available to more advanced users through the NPCA's Web Mapping Services (WMS) which provide up to date data in a standard that can be used in custom applications or GIS software. Explore these services at the links below:

The camping reservations and payment functionality must be secure.

This website MUST be AODA compliant



#### **Evaluation Process and Selection Criteria**

Responses to this RFP will be evaluated and scored by a Project Team selected by NPCA. The contents of the Proposal will be evaluated primarily based on, but not limited to, the following criteria:

#### Proposal Suitability (80% of the total score):

#### Scope of Work (60% of Proposal Suitability)

Each Proposal will be evaluated based upon the completeness of the Proposal and how well the Proposal addresses the identified scope of work and development of the deliverables.

#### **Project Cost (30% of Proposal Suitability)**

How does the total cost of the Proposal compare to that of other Proponents? Project costs should include Project-related expenses such as out-of-pocket, travel, per diem, etc.

#### **Project Schedule (10% of Proposal Suitability)**

The Proponent must provide a Project plan / schedule that clearly outlines the Project components. Each Proposal will be evaluated on the completeness of the Project plan / schedule which should include Project phases, milestones, activities, and related resource requirements. Also identify expected time commitments required of NPCA staff.

# Vendor Suitability (20% of the total score) Summary of Relevant Experience (80% of Vendor Suitability):

Proponents must **demonstrate a proven ability** to perform the work and include references from at least 3 clients (preferably public-sector clients) where similar work was performed.

#### Company Background (20% of Vendor Suitability)

Proponents must provide information about their company so the NPCA can evaluate the Proponent's ability to address the requirements of the RFP. This should show there is evidence of the qualifications required (diversity of experience and expertise) that will be needed to address the scope of work. NPCA, at its option, may require a Proponent to provide additional documentation to support and/or clarify requested information.

The evaluation will be based on the submitted Proposal and any follow-up requested by the NPCA Project Team. Proponents may be required to meet with NPCA Project Team to review their Proposals and answer



questions.

It is the intent of the NPCA that these criteria be used in evaluating the Proposals received. However, the NPCA Project Team shall be the sole judges as to the evaluation of Proposals received. The NPCA reserves the right to alter or adjust these criteria should it be deemed necessary.

No correspondence shall be entered into, regarding the results of the evaluation of any Proposal or its comparison to other Proposals received.

#### **Proposal Submission**

Proposals must be complete, providing all the requested information in a sealed company envelope. Submissions must follow the sequence outlined and be in the formats requested.

A copy of all Addenda issued during the Proposal period must be submitted with the Proposal, signed, dated and sealed where required.

Proposals sent by e-mail or fax or arriving after the stated closing time **will not** be considered. Proposals must be delivered to:

Niagara Peninsula Conservation Authority 230 Thorold Road West 3<sup>rd</sup> Floor Welland, Ontario L3C 3W2 Attention: Michael Reles, Communications Manager

The Proposal must be organized into the following major sections:

#### **Proposal Section Title**

- 1. Cover Letter
- 2. Executive Summary
- 3. Scope of Work and Required Deliverables Proposal
- 4. Project Cost Submission Form
- 5. Project Schedule
- 6. Summary of Relevant Experience
- 7. Company Profile
- 8. References
- 9. Contract Terms and Conditions
- 10. Miscellaneous / Additional Information



#### **Executive Summary**

This should be a brief narrative highlighting the Proposal. The summary should contain as little technical jargon as possible, and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.

#### Scope of Work and Deliverables

Proponents are requested to address in detail each element of the Scope of Work and Deliverables identified.

Project Cost Estimate should include and account for all items listed in the deliverables within thin RFP

NPCA reserves the right to negotiate costs and scope of work based on Proponent Proposals. However, Proponents are required to encompass the entire scope of work under this RFP in the price quoted.

#### **Project Schedule**

Proposals should clearly describe the process required to complete this Project and should clearly indicate the delivery timelines for the various elements of the Project. Such timelines should indicate if a response is required from the NPCA, and the timing for that response, to meet the stated delivery timelines.

#### **Summary of Relevant Experience and References**

Proponents must provide a listing of a minimum of 3 projects (preferably public-sector agency projects), of similar size and scope that the Proponent has completed within the last five years.

#### **Company Profile**

Proponents must provide a profile of the entity submitting the Proposal so the NPCA may evaluate the Proponent's qualifications to address the requirements of the RFP. This profile should include the length of time in business, evidence of experience, capital and resources to complete the Project successfully within the timeframe indicated. The Proponent should also indicate the principals involved. Where a Proponent proposes to use a sub-contractor, similar information should be provided for that sub-contractor. Proponents **must demonstrate a proven ability** to perform the work. Proponents must provide bios of all key personnel to be involved with the completion of this Project, including bios of sub-contractor key



personnel. Bios may be appended to the Proposal.

#### **Contract Terms and Conditions**

The Proponent is to state any exceptions to the Terms and Conditions and Scope of Work listed in the RFP deemed important by the Proponent. This section, in conjunction with this RFP document, is intended to form the basis for the development of a contract to be awarded as a result of this RFP.

#### Miscellaneous / Additional Information

Any miscellaneous or additional information can be included in this section.

#### NPCA's Acceptance or Rejection of Proposals

The NPCA reserves the right to accept or reject any or all Proposals, in whole or in part(s) as the NPCA deems fit, in the NPCA's sole discretion. The Proposal with the lowest cost will not necessarily be accepted.

This RFP permits the negotiation of any aspect, including price, of any Proposal subsequent to its submission.

The NPCA reserves the right to reject the Proposal of any Proponent who does not furnish satisfactory evidence of sufficient qualification to successfully execute and complete the work.

The NPCA will not be held responsible for any liabilities, cost, expenses, loss or damage incurred, sustained or suffered by any Proponent by reason of the acceptance or non-acceptance by the NPCA of any Proposal or by reason of any delay in acceptance of a Proposal.

The Proponent acknowledges and agrees that:

- . nothing contained in this RFP, in the Proposal documents or elsewhere;
- . no act done or expense incurred by it in the preparation and submission of this Proposal;
- . no trade or industry custom or practice; and
- . no representation or assurance that may have been made or given to it by or on behalf of the NPCA, shall in any manner legally bind the NPCA, in any circumstances, to accept this Proposal, the lowest Proposal, a Proposal submitted in compliance with the requirements of the Proposal documents, or any Proposal at all. The Proponent further acknowledges and agrees that the NPCA shall have complete and unrestricted liberty in this regard and may reject any or all Proposals or may accept any Proposal in whatever manner, at whatever Project cost, on whatever terms and for



whatever reasons as the NPCA, in its sole discretion consider to be in its own best interests, all without liability or obligation of any kind to the Proponent Proposals which are incomplete or conditional may be rejected. Any unsolicited communication or attempts to communicate with NPCA staff other than the Communications Manager regarding this process, either before or after the closing date, and prior to award by the NPCA, may at the NPCA's discretion be disqualified. Disqualified Proponents will have their Proposal promptly returned and will no longer be considered for this RFP.

#### **Assignment**

Neither this Proposal nor the right to receive payment hereunder may be assigned or transferred by the Proponent without the prior written consent of the NPCA, which consent may be unreasonably withheld, and any assignment without such consent shall be void and of no force or effect against the NPCA

#### **Awarding the Contract**

NPCA may award a contract the initial Proposals received, without further discussion or clarification. Each initial Proposal should therefore contain the Proponent's best terms, including all required documentation as requested herein. Nothing in this RFP shall be interpreted as requiring the NPCA to accept the lowest price Proposal or to accept the Proposal having the best score on any rating system used to evaluate the Proposals. Any award under this RFP is subject to formal approval of the NPCA.

Proponents warrant that they have the necessary corporate power and authority to execute and deliver its obligations, as proposed, which includes compliance with any and all patent, copyright and related business transaction laws of Canada and Ontario.

Upon completion of the evaluation stage, the successful Proponent will be required to enter into a contract approved by the NPCA that references the selected Proposal and any agreed upon amendments and a statement that the Proponent's solution is fully compatible and functional with the NPCA's requirements.

#### Clarification

Although the NPCA will make every reasonable effort to ensure a Proponent receives all addenda issued, it is Proponent's ultimate responsibility to ensure all addenda have been received and acknowledged as instructed or the Proposal submitted may be rejected.

#### Confidentiality

All information regarding aspects of the Proposal, which in the Proponent's opinion, is of a proprietary or



confidential nature, should be clearly marked "Confidential" at each relevant item or page. All information marked confidential will be held in strict confidence and shall not be revealed to another party without the Proponent's consent except as may be required by any applicable law. Similarly, any confidential information communicated to or acquired by the Proponent or disclosed by the NPCA shall not be disclosed unless authorized by the NPCA. No such information shall be used by the Proponent on any other Project without prior written approval. It is agreed that these reciprocal obligations of confidentiality will survive the termination of the RFP process and any contract that may arise between the NPCA and a successful Proponent(s).

#### **Conflicts of Interest**

Proponents are required to state any perceived or actual conflicts of interest that they may have with the NPCA or its staff. This includes relationships with the Proponent, its employees, agents, subsidiaries or parent organizations.

#### Contract

The successful Proponent will be required to enter into a contract with the NPCA. Once the contract is deemed acceptable by both parties three original contracts are to be supplied to the NPCA for execution (2 copies will be kept by the NPCA). The successful Proposal shall become an integral part of the contract. It shall not, however, be considered the total binding obligation for the contract. Any and all Proposal conditions may be included at the discretion of the NPCA as part of the final negotiated and approved contract.

#### Payment

Proponents will submit invoices to the NPCA. Subject to any discrepancies or deficiencies, the NPCA shall pay each invoice received in accordance with this section within 30 days of receipt, provided there shall be a holdback of 10% of each invoice. The accumulated holdback will be released as each section of the Project has been completed to the satisfaction of the NPCA, in its sole discretion, which shall include the delivery of all final documents and deliverables for that section.



#### **Errors and Omissions**

It is understood, acknowledged and agreed that while this RFP includes specific requirements and specifications, the NPCA shall not be held liable for any errors or omissions in any part of this RFP. While the NPCA has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the NPCA, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

#### **Examination of Proposal Conditions**

It is the intent of the NPCA through this RFP and conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the contract resulting from the RFP. Before submitting a Proposal, the Proponent shall be familiar with all Proposal conditions referred to in this RFP, and any addenda issued. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Proponent's responsibility to ascertain that the Proposal includes all addenda issued prior to the submission deadline.

#### **Incomplete Work**

The NPCA reserves the right to have the work completed by third parties in the event that the Proponent fails to complete the specified work within the time stated in the Proposal.

The Proponent shall be liable for any and all costs incurred by the NPCA in having the above-mentioned work performed. Costs shall be deducted from any monies payable to the Proponent.

#### Indemnification

The successful Proponent shall indemnify and hold harmless the NPCA, its officers and employees from and against any and all liabilities, damages, costs, claims, suits or actions by third parties directly or indirectly arising out of the Project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by negligent acts or omissions of the contractor, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof, except where such damage or injury is due to the act, default or negligence of the NPCA, its officers and employees.

#### **Professional Liability Insurance**



The Proponent shall take out and keep in force until three years after the Project is complete, Professional Liability Insurance in the amount of \$1,000,000 providing coverage for acts, errors and omissions arising from their professional services performed as part of this Project.

#### **Legal Claims**

The NPCA, in its sole discretion, may refuse to accept any Proposal from a Proponent:

- . That has commenced a legal proceeding against the NPCA;
- . That has a potential claim against the NPCA;
- . Against whom the NPCA has a potential claim; or
- . Against whom the NPCA has instituted a legal proceeding.

#### Licenses, Permits and Approvals

The successful Proponent shall, at its own expense, be responsible for obtaining, maintaining and keeping available for inspection, any licenses necessary to permit the Proponent, its employees or agents to carry out the requirements of the Proposal and ensuing Project. The NPCA reserves the right to require the Proponent to produce any evidence of same, including, but not limited to, the following:

- . Performance bonds;
- . Comprehensive insurance certificates, including WSIB;
- . Corporate information; and
- . Other additional assurances or protections deemed necessary by the NPCA.

#### Negotiations

The NPCA reserves the right to enter into negotiations with the selected Proponent. If the NPCA and the selected Proponent cannot negotiate a successful contract, the NPCA may terminate the negotiations and begin negotiations with another Proponent. This process will continue until a contract has been executed or all short-listed Proponents have been rejected. No rights shall vest in the Proponent until a contract has been executed by both parties.

#### **On-Site Presentation**

Short listed Proponents may be required to make an on-site presentation to the NPCA Project Team to support their Proposal. On-site presentations are expected to be conducted the **week of Jannuary 22nd, 2018**. Proponents will be contacted by NPCA by **January 17**<sup>th</sup>, **2018** to schedule a presentation time.



Any and all costs incurred by the short-listed Proponents to provide this presentation, including preparation, the presentation itself, transportation, food, lodging, etc. shall be borne entirely by the Proponent.

#### Ownership of Documentation and Freedom of Information

The information submitted in response to this RFP will be managed in accordance with all applicable legislation governing municipal activity, including but not limited to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"). The Proponent does, by the submission of a Proposal, accept that the information contained in it will be treated in accordance with Section 5.5. Proponents should clearly indicate in their Proposal which parts, if any, are exempt from disclosure under the relevant freedom of information and protection of privacy legislation.

#### Any Proposal shall immediately become the property of the NPCA.

During the course of the Project or of the RFP process, the NPCA may provide information to Proponents to allow the preparation of a response to the RFP or of the Project deliverables. The NPCA retains the ownership of and reserves all rights (including copyright and other intellectual property rights) in any document, materials or other information that they provide to the Proponents. Proponents may not use any materials provided for other purposes without the written permission of the NPCA.

#### **Prices and Budgets**

The NPCA has strictly defined budgets for the scope of work contemplated within this RFP and reserves the right to change the scope of this RFP to bring the Proposal cost submission within the available budget limits. Should it be determined that the changes in the scope of the RFP are of sufficient magnitude (10% of total Project), then the NPCA may cancel the RFP. In its sole discretion, the NPCA may commence a new process in order to complete the Project within the available budget.

#### **Proponent's Insolvency**

A Proposal may be rejected, at the NPCA's sole option, effective upon written notice to the Proponent, in the event that: Proponent files for bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver appointed, or any proceeding is demanded for, by or against the Proponent under any provision of the Federal Bankruptcy Act, as amended or any applicable Provincial Law.

#### **Proponent's Default**

Upon any default of the Proponent, the NPCA, in its sole discretion, may modify or terminate the contract.



A default shall include, but not be limited to, a failure to deliver any of the deliverables as per the agreed upon project schedule specified in the Proposal and ensuing contract.

#### **Sales Taxes**

Applicable HST should be shown as a separate line item. Proponents should note the NPCA may be entitled to exemption from portions of the applicable sales tax. The successful Proponent will be supplied with details and proof of exemption prior to billing.

#### Scope of Work Changes

No additional fee shall be paid for a reasonable number of changes or minor additions to the scope of work. It should be noted that no payments will be made for any other services unless written authorization is received from the NPCA prior to the commencement of any such work.

#### **Sub-Contractors**

Proponents shall disclose any sub-contractors that they propose to employ in the performance of this Project. Sub-contractors may not be changed after award of the contract without written permission from the NPCA

#### **Supplier Status**

The successful Proponent shall be considered a supplier of services to the NPCA. At no time will the Proponent, or any individual acting for the Proponent, be considered an employee or agent of the NPCA.

#### **Right to Amend Requirements**

The NPCA reserves the right to request specific requirements not adequately covered in their initial proposal and clarify information contained in the RFP. The NPCA also reserves the right to modify any and all requirements stated in the Request for Proposal at any time prior to the possible awarding of an agreement. Upon awarding the contract based on the information submitted in Proposals received, the NPCA reserves the right to work with the successful Proponent to modify any of the Proposal components outlined in the RFP that are agreeable to all parties. In the event that the chosen Proponent fails to act in good faith by refusing or failing to negotiate in a timely and reasonable manner, or fails to fulfill the intent of the RFP, or to execute the negotiated contracts, the Proponent will be considered to have abandoned all rights and interest in the contract award and the award may be cancelled without penalty to the NPCA. The



contract may then be awarded to another Proponent or the RFP may be terminated in the sole discretion of the NPCA.

#### **Signature and Legibility**

Each Proponents' name, address, and signature shall be clear and legible. The Proposal shall contain a cover letter on corporate letterhead.

#### Withdrawal and Termination

The NPCA, in its sole discretion, reserves the right to withdraw or terminate this RFP at any time and shall not be liable for any expense, cost, loss or damage incurred or suffered by any Proponent as a result of such withdrawal or termination.

#### SCHEDULE "A" - FORM OF PROPOSAL

#### NPCA WEBSITE PROJECT

company.

SUBMITTED BY: (Proponent Name)						
(Contact Name)						
TOI/We the undersigned do hereby offer to supply the required service	es or perform the scope of work as					
defined in this RFP, incorporated in full in this Proposal, including any	supplementary terms, information,					
conditions or addenda, as acknowledged herein.						
I/We have carefully examined the RFP and have a clear and comprehen	nsive knowledge of the requirements					
and have submitted all the required and relevant information.						
I/We agree, if selected, to provide the required services or scope of wo	rk to the NPCA in accordance with					
the terms, conditions and specifications contained in the RFP and this l	Proposal.					
I/We acknowledge the receipt of and have reviewed and considered in	our Proposal and Project Cost					
Submission, addendum number(s) to						
I/We certify that: -						

The party executing this document is authorized to sign the same and I/We have the authority to bind the



The matters set forth in the Proposal are correct as of the date of submission and will be true and correct throughout the term of the Project.

This Proposal is made without any comparison of figures or arrangement with or knowledge of any other Proponent making a Proposal for the same work.

No employee of NPCA is or will become interested, directly or indirectly a as contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be therein or in any of the monies to be derived there from, except as disclosed in our Proposal. This Proposal will remain open for acceptance for a period of 30 (thirty) days after the closing date of the RFP and NPCA may accept this Proposal at any time within this period.

Date		
Proponent Name and Title		
Title		
Proponent Signature		
Proponent Address		
Proponent Telephone		
Proponent Email		



#### **NOTES:**

#### Failure to sign the previous page may result in non-acceptance of this Proposal.

If the Proposal is submitted by or on behalf of any Corporation, it must be signed in the name of such Corporation by someone who has authority to bind the corporation.

If the Proposal is submitted by or on behalf of any Partnership, it must be signed in the name by someone who has authority to bind the partnership and witnessed.

If the Proposal is not being submitted on behalf of a Corporation, the Proponent's signature must be witnessed.





Report To: Board of Directors

Subject: DRAFT 2018 Proposed Meeting Schedule for Niagara Peninsula

**Conservation Authority (NPCA) Full Authority Board Meetings** 

Report No. 112-17

**Date:** November 15, 2017

#### **RECOMMENDATION:**

1. That the Niagara Peninsula Conservation Authority Board of Directors **SELECT** one of the options identified in Appendices 1 through 3 of the DRAFT 2018 Proposed Meeting Schedule.

#### **PURPOSE:**

To organize the Niagara Peninsula Conservation Authority 2018 meeting schedule for planning and advertising purposes.

#### **BACKGROUND:**

This is an annual report that was prepared considering council and committee meetings of both local and regional councils in Niagara, and, the council meetings of Haldimand County.

Staff are proposing the following three options for the Boards consideration:

OPTION #1/ Appendix 1: Status Quo (meeting once /month; maintaining August

Summer Recess)

OPTION #2/ Appendix 2: Bi-Monthly (meeting every other month; maintaining August

Summer Recess)

OPTION #3/ Appendix 3: Quarterly (January, April, July, October; maintaining August

Summer Recess)

Staff have recommended Option #2 and Option #3 to allow Board members the time necessary to participate in NPCA and area municipal responsibilities and to advance the recently announced 8 major NPCA initiatives and 2018-2021 Strategic Plan.

Please note that due to the October 22<sup>nd</sup> 2018 Municipal Election, meetings have not been scheduled for either November or December.

Options 1 and 3 would not negate the NPCA Board Chairs authority to, under the NPCA's Regulation #2 – Meeting Procedure, Section 7.10, call a special meeting when necessary to address any urgent issues.

#### **FINANCIAL IMPLICATIONS:**

None.

#### **RELATED REPORTS AND APPENDICES:**

- 1. OPTION 1 DRAFT 2018 Proposed Meeting Schedule
- 2. OPTION 2 DRAFT 2018 Proposed Meeting Schedule
- 3. OPTION 3 DRAFT 2018 Proposed Meeting Schedule
- 4. Niagara Region 2018 Legislative Schedule of Regular Meetings (as approved at the Corporate Services Committee meeting held on November 8, 2017)

Prepared by:

Lisa McManus

Clerk to the Authority/ Executive Coordinator to the CAO and Board

Mark Brickell

Chief Administrative Officer/

Reviewed and Submitted by:

Secretary-Treasurer

# 2018 - OPTION 1 - STATUS QUO FULL AUTHORITY BOARD MEETINGS

#### **NOTE:**

All meetings are held on Wednesday's, at 9:30 a.m. located at the Ball's Falls, Centre for Conservation, 3292 Sixth Avenue, Jordan, Ontario unless otherwise noted.

**Annual General Meeting:** 

January 17, 2018

**Full Authority Board Meetings:** 

January 24, 2018

February 28, 2018

March 28, 2018

**April 18, 2018** 

May 23, 2018

June 20, 2018

July 25, 2018

AUGUST

**SUMMER RECESS** 

September 19

October 17

### **Board of Directors**

#### Niagara Region

Sandy Annunziata Town of Fort Erie Brian Baty Town of Pelham Frank Campion City of Welland

Pat Darte Town of Niagara-On-The-Lake

Dominic DiFruscio City of Thorold
Jim Diodati City of Niagara Falls

April Jeffs Township of Wainfleet Douglas
Doug Joyner Township of West Lincoln Bill

Paul MacPherson
John Maloney
Tony Quirk
D. Bruce Timms
Town of Lincoln
City of Port Colborne
Town of Grimsby
City of St. Catharines

#### **Haldimand County**

Rob Shirton County of Haldimand

#### **City of Hamilton**

J. Stewart Beattie City of Hamilton James Kaspersetz City of Hamilton

**MARCH BREAK: March 12-16, 2017** 

MEETINGS HAVE NOT BEEN SCHEDULED IN NOVEMBER OR DECEMBER DUE TO THE 2018 MUNICIPAL ELECTION

# 2018 - OPTION 2 - BI-MONTHLY FULL AUTHORITY BOARD MEETINGS

#### **NOTE:**

All meetings are held on Wednesday's, at 9:30 a.m. located at the Ball's Falls, Centre for Conservation, 3292 Sixth Avenue, Jordan, Ontario unless otherwise noted.

Annual General Meeting: January 17, 2018

Full Authority Board Meetings: January 24, 2018

March 28, 2018

May 23, 2018

July 25, 2018

AUGUST SUMMER RECESS

**October 17** 

### **Board of Directors**

#### Niagara Region

Sandy Annunziata Town of Fort Erie Brian Baty Town of Pelham Frank Campion City of Welland

Pat Darte Town of Niagara-On-The-Lake

Dominic DiFruscio City of Thorold
Jim Diodati City of Niagara Falls

April Jeffs Township of Wainfleet Douglas
Doug Joyner Township of West Lincoln Bill

Paul MacPherson
John Maloney
Tony Quirk
D. Bruce Timms
Town of Lincoln
City of Port Colborne
Town of Grimsby
City of St. Catharines

#### **Haldimand County**

Rob Shirton County of Haldimand

#### **City of Hamilton**

J. Stewart Beattie City of HamiltonJames Kaspersetz City of Hamilton

**MARCH BREAK: March 12-16, 2017** 

MEETINGS HAVE NOT BEEN SCHEDULED IN NOVEMBER OR DECEMBER DUE TO THE 2018 MUNICIPAL ELECTION

# 2018 - OPTION 3 — QUARTERLY FULL AUTHORITY BOARD MEETINGS

#### **NOTE:**

All meetings are held on Wednesday's, at 9:30 a.m. located at the Ball's Falls, Centre for Conservation, 3292 Sixth Avenue, Jordan, Ontario unless otherwise noted.

Annual General Meeting: January 17, 2018

Full Authority Board Meetings: January 24, 2018

**April 18, 2018** 

July 25, 2018

AUGUST SUMMER RECESS

October 17, 2018

### **Board of Directors**

#### Niagara Region

Sandy Annunziata Town of Fort Erie Brian Baty Town of Pelham Frank Campion City of Welland

Pat Darte Town of Niagara-On-The-Lake

Dominic DiFruscio City of Thorold Jim Diodati City of Niagara Falls

April Jeffs Township of Wainfleet Douglas
Doug Joyner Township of West Lincoln Bill

Paul MacPherson
John Maloney
Tony Quirk
D. Bruce Timms

Town of Lincoln
City of Port Colborne
Town of Grimsby
City of St. Catharines

#### **Haldimand County**

Rob Shirton County of Haldimand

#### **City of Hamilton**

J. Stewart Beattie City of Hamilton James Kaspersetz City of Hamilton

**MARCH BREAK: March 12-16, 2017** 

MEETINGS HAVE NOT BEEN SCHEDULED IN NOVEMBER OR DECEMBER DUE TO THE 2018 MUNICIPAL ELECTION

#### 2018 LEGISLATIVE SCHEDULE OF REGULAR MEETINGS - DRAFT - OPTION 1

REGIONAL COUNCIL, BUDGET REVIEW COMMITTEE OF THE WHOLE, COUNCIL BUSINESS PLANNING COMMITTEE OF THE WHOLE AND STANDING COMMITTEES

JANUARY						
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accommodate March Break

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	Municipal Election					

NOVEMBER						
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Council
Committee Week
Workshop

Council Business Planning Committee of the Whole - At the call of the Chair Budget Review Committee of the Whole Stat Holiday \*\* BRCOTW prior to Council on June 14, 2018 at 4 p.m.

Inaugural March Break

AMO - August 19-22, Ottawa, ON

FCM Conference - May 31 - June 3, Halifax, NS

ROMA Conference - Jan 29-31, Toronto, ON OGRA Conference Feb 26-Mar 1, Toronto,

#### **Meeting Times**

Council Committee of the Whole (includes Budget Review and Council Business Planning) **Public Works Committee Public Health and Social Services Committee Corporate Services Committee Planning & Development Committee** 

Thursdays at 6:30pm Thursdays at 6:30pm Tuesdays at 9:30am Tuesdays at 1:00pm Wednesdays at 9:30am Wednesdays at 1:00pm