

**FULL AUTHORITY MEETING**

**January 24, 2018**

**9:30 a.m.**

**\*Immediately following the Source Protection Authority meeting**

**Ball's Falls Centre for Conservation  
Glen Elgin Room  
3292 Sixth Avenue, Jordan, ON**

**A G E N D A**

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**1. ADOPTION OF AGENDA**

- 1.1 Addition of items
- 1.2 Change in order of items

**2. DECLARATION OF CONFLICT OF INTEREST**

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

- 3.1 Presentations

None.

- 3.2 Delegations

None.

**4. ADMINISTRATIVE BUSINESS**

- 4.1 Approval of Draft Minutes

- 4.1.1 Full Authority Meeting – December 12, 2017

- 4.1.2 Full Authority Annual General Meeting – January 17, 2018

\*To be distributed.

- 4.2 Business Arising from Minutes

4.3 Correspondence

4.3.1 A letter, dated January 2, 2018, from the City of St. Catharine's to Premier Kathleen Wynne, respecting Niagara Peninsula Conservation Authority – Appointment of Supervisor.

4.4 Chairman's Remarks

4.5 Chief Administrative Officer Comments

**5. BUSINESS FOR INFORMATION**

5.1 Financial and Reserve Report – Month Ending November 2017  
Report No. 04-18

5.2 Watershed Management Status Report Q4  
Report No. 05-18

5.3 Niagara Peninsula Conservation Authority (NPCA) Forestry and Tree and Forest Conservation By-law Status Q4 2017  
Report No. 06-18

5.4 Niagara Peninsula Conservation Authority (NPCA) Tree and Forest Conservation By-law 2017 Annual Report  
Report No. 07-18

5.5 Q4 (2017) Office of the CAO  
Report No. 08-18  
Q4 (2017) Community Engagement Report

5.6 Memorandum of Understanding (MOU) Update  
Report No. 09-18

\*To be distributed.

**6. BUSINESS FOR CONSIDERATION**

6.1 Committee Reports

6.1.1 Audit Committee  
Minutes – December 12, 2017

6.1.3 Niagara Peninsula Conservation Authority Advisory Committee  
Minutes – November 30, 2017

6.2 Reports

6.2.1 Annual Bank Borrowing Resolution 2018  
Report No. 10-18

6.2.2 Floodplain Mapping Project Update in the City of St. Catharines  
(Supported by the National Disaster Mitigation Program)  
Report No. 11-18

6.2.3 Non-Union Compensation Report  
Report No. 12-18

6.2.4 Burlington Beach Rentals – Facility Use Agreement Renewal  
Report No. 13-18

7. **BUSINESS – In Camera**

There were no Closed Session items at the time of this agenda's release.

8. **NOTICE OF MOTION**

9. **NEW BUSINESS**

10. **ADJOURNMENT**



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

Tuesday, December 12, 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 (arrived 9:50 a.m.) (left 12:15 p.m.)  
P. Darté (9:56 a.m.)  
M. DiFruscio  
A. Jeffs  
J. Kaspersetz (Vice-Chair) (left 11:20 a.m.)  
P. MacPherson  
J. Maloney (left 11:30 a.m.)  
T. Quirk  
R. Shirton  
B. Timms

**MEMBERS ABSENT:**

J. Diodati  
D. Joyner

**STAFF PRESENT:**

M. Brickell, Chief Administrative Officer/Secretary-Treasurer  
D. Barrick, Senior Director, Corporate Services  
G. Furtney, Acting Director, Watershed Management  
L. McManus, Clerk to the Authority

**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 9:38 a.m.

## **1. ROLL CALL**

- 1.1 The Board Chair welcomed those Board and staff members present to the meeting.



## 2. ADOPTION OF AGENDA

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### 2.1 Change in Order of Items

There were no changes in the order of items.

### 2.2. Motion to Adopt the Agenda

#### Resolution No. FA-218-17

Moved by Board Member Kaspersetz

Seconded by Board Member Timms

That the agenda **BE ADOPTED** as presented.

#### 2.2.1 Addition of Items

#### Resolution No. FA-219-17

Moved by Board Member Baty

Seconded by Board Member Kaspersetz

That the agenda **BE AMENDED to add a Closed Session Item, for the purposes of receiving information of a confidential nature respecting Identifiable Individuals - Niagara Peninsula Conservation Foundation, to be dealt with immediately following Agenda Item #5.1.2.**

The Clerk advised the Board Chair that as per the Niagara Peninsula Conservation Authority Regulation #2 – Meeting Procedures, an addition to a Special Full Authority Board meeting would require a two-thirds majority.

The Board Chair called the question respecting Resolution No. FA-219-17, to add a Closed Session Item, for the purposes of receiving information of a confidential nature respecting Identifiable Individuals - Niagara Peninsula Conservation Foundation, and declared that having received the approval of two-thirds majority of the Board members of the meeting; it was,

**CARRIED**

#### Resolution No. FA-220-17

Moved by Board Member Kaspersetz

Seconded by Board Member Maloney

That the agenda **BE ADOPTED as amended.**

**CARRIED**

## 3. DECLARATION OF CONFLICT OF INTEREST

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There were no declarations of Conflict of Interest.

## 4. ADMINISTRATIVE BUSINESS

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### 4.1 Business for Information

- 4.1 Memorandum, dated December 12, 2017, from Board Member Quirk, Strategic Planning Committee Chair, respecting NPCA Strategic Plan 2018-21 Process

Resolution No. FA-221-17

Moved by Board Member Quirk

Seconded by Board Member Kaspersetz

That the memorandum, dated December 12, 2017, respecting the NPCA Strategic Plan 2018-21 Process **BE RECEIVED** for information.

**CARRIED**

### 4.2 Approval of Draft Minutes

- 4.2.1 Strategic Planning Committee – November 30, 2017

Resolution No. FA-222-17

Moved by Board Member Kaspersetz

Seconded by Board Member MacPherson

That the Strategic Planning Committee minutes of the meeting held on November 30, 2017 **BE RECEIVED** and the following recommendations **BE APPROVED**:

- 1) That the Niagara Peninsula Conservation Authority – Full Authority Board **APPROVE** the following outline respecting the Niagara Peninsula Conservation Authority 2018-2021 Strategic Plan development process:
  - a) Schedule a 2-day Full Authority Board Member Working Session (late January/ early February 2018);
  - b) Draft guiding principles, directions and themes from the 2-day Working Session, to be considered at the February 28, 2018 Full Authority Board meeting;
  - c) Public Consultation with Stakeholders March/April 2018;
  - d) Draft report incorporating stakeholder feedback for consideration at the May 23, 2018 Full Authority Board meeting;
  - e) Final report for consideration at the June 20, 2018 Full Authority Board meeting; and
- 2) That Performance Concepts **BE RETAINED** to provide guidance in the development of the NPCA 2018-2021 Strategic Plan.

**CARRIED**

4.2.2. Full Authority Board Minutes – November 15, 2017

Resolution No. FA-223-17

Moved by Board Member Jeffs

Seconded by Board Member Darte

That the Full Authority Board minutes of the meeting held on November 15, 2017 **BE APPROVED** as presented.

**CARRIED**

## 5. BUSINESS – IN CAMERA

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5.1 Motion to Move in to Closed Session

The Board moved in Closed Session at 10:02 a.m. with the following resolution:

Resolution No. FA-224-17

Moved by Board Member Quirk

Seconded by Board Member Baty

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

5.1.1 A Matter regarding the Auditor General – NPCA Audit Overview

5.1.2 A Matter regarding Solicitor-Client Privilege – Litigation

5.1.3 A Matter respecting Identifiable Individuals - Niagara Peninsula Conservation Foundation.

**CARRIED**

The Board reconvened in Public Session at 12:24 a.m.

5.2 Motion to Reconvene in Open Session

Resolution No. FA-225-17

Moved by Board Member Baty

Seconded by Board Member Shirton

That the Niagara Peninsula Conservation Full Authority Board meeting **RECONVENE** in Open Session.

**CARRIED**

### 5.3 Business Arising from Closed Session

#### 5.3.1 A Matter regarding the Auditor General – NPCA Audit Overview

Board members provided no direction respecting this item.

#### 5.3.2 A Matter regarding Solicitor-Client Privilege – Litigation

Resolution No. FA-226-17

Moved by Board Member MacPherson

Seconded by Board Member Timms

That staff **PROCEED** as directed in Closed Session.

**CARRIED**

#### 5.3.3 A Matter respecting Identifiable Individuals - Niagara Peninsula Conservation Foundation

Board members provided no direction respecting this item.

## 6. **ADJOURNMENT**

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There being no further business, the Full Authority meeting adjourned at 12:25 p.m. with the following resolution;

Resolution No. FA-227-17

Moved by Board Member Shirton

Seconded by Board Member Baty

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

**CARRIED**

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Sandy Annunziata,  
Board Chair,  
Niagara Peninsula Conservation Authority

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Lisa McManus,  
Clerk to the Authority



## Legal and Clerks Services

Office of the City Clerk  
PO Box 3012, 50 Church Street  
St. Catharines, ON L2R 7C2

Phone: 905.688.5600  
Fax: 905.682.3631  
TTY: 905.688.4TTY (4889)

January 2, 2018

Kathleen Wynne, Premier  
Legislative Building  
Queen's Park  
Toronto ON M7A 1A1  
Sent via email: [premier@ontario.ca](mailto:premier@ontario.ca)

### ***Re: Niagara Peninsula Conservation Authority – Appointment of Supervisor***

Please be advised that the City of St. Catharines Council, at its meeting of December 18, 2017, passed the following resolution:

“That the City of St. Catharines respectfully requests the Premier of Ontario to immediately appoint a Supervisor to take over the operations of the Niagara Peninsula Conservation Authority; and

That the Regional Municipality of Niagara Council and Niagara Peninsula Conservation Authority Board be asked to address the issue of one of their members providing misleading information to this Council; and

That the Niagara Peninsula Conservation Authority, all Niagara municipalities, all Niagara MPPs, the City of Hamilton, Haldimand County, Minister McGarry of the Ministry of Natural Resources and Forestry, the Auditor General, and the Ombudsman be notified of this motion.”

Separate correspondence has been sent to the Niagara Peninsula Conservation Authority and the Regional Municipality of Niagara in regards to the second clause of this resolution.

Should you have any questions, please do not hesitate to contact the Office of the City Clerk at Extension 1506.

Bonnie Nistico-Dunk  
City Clerk

cc: Minister of Natural Resources and Forestry  
Auditor General of Ontario  
Ombudsman  
MPP Jim Bradley, MPP Cindy Forster, MPP Wayne Gates, MPP Sam Oosterhoff  
NPCA – Mark Brickell  
City of Hamilton – Clerk  
Haldimand County – Clerk  
Local Area Clerks  
Niagara Region

**Report To:** Board of Directors

**Subject:** Financial and Reserve Report – Month Ending November 2017

**Report No:** 04-18

**Date:** January 24, 2018

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**RECOMMENDATION:**

1. That Report No. 04-18 respecting the Financial and Reserve Report – Month ending November 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 November 2017 (consolidated)

Appendix 2 - Statement of Reserves for month ending November 2017

**Prepared by:**



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David Barrick  
Senior Director, Corporate Resources

**Submitted by:**



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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 -NOVEMBER 30, 2017**

<b><u>REVENUES</u></b>	<b><u>YTD ACTUAL</u></b>	<b><u>ANNUAL BUDGET</u></b>	<b><u>% OF BUDGET</u></b>
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	478,963	360,325	132.9%
USER FEES /OTHER REVENUES	1,748,853	1,612,279	108.5%
RESERVE FUNDS	-	-	0.0%
LAND OWNER CONTRIBUTION	8,124	-	100.0%
MISCELLANEOUS	59,146	106,435	55.6%
	<b><u>10,183,953</u></b>	<b><u>10,143,392</u></b>	<b><u>100.4%</u></b>

**EXPENDITURES**

CAO/BOARD & CORPORATE SERVICES	3,819,651	4,028,507	94.8%
WATERSHED	2,389,241	3,013,598	79.3%
OPERATIONS	2,912,470	3,101,287	93.9%
	<b><u>9,121,362</u></b>	<b><u>10,143,392</u></b>	<b><u>89.9%</u></b>

**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 <u>2017</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>
<b>Unexpended Capital Reserves</b>			
<b>Equipment</b>	383,390	(102,582)	280,808
<b>General Capital</b>	1,283,542	(662,560)	620,982
<b>Flood Protection Services</b>	404,350	(40,000)	364,350
<b>Niagara Levy Differential</b>	774,469	431,744	1,206,213
<b>Land acquisition-Hamilton</b>	900,000	100,000	1,000,000
<b>Land acquisition-Niagara</b>	798,174	500,000	1,298,174
	4,160,535	329,184	4,489,719
	4,543,925	226,601.79	4,770,527
<b>Operating Reserves</b>			
<b>General Operating Reserve</b>	559,492	0	559,492
<b>Tree Bylaw Agreement</b>	82,371	0	82,371
	641,863	0	641,863
	641,863	0	641,863
<b>Grand Total Reserves</b>	5,185,788	226,602	5,412,390
<b>Deferred Revenue - Ontario Power Generation Funding</b>	1,736,981	(383,000.00)	1,353,981



**Report To:** Board of Directors  
**Subject:** Watershed Management Status Report Q4  
**Report No:** 05-18  
**Date:** January 24, 2018

**RECOMMENDATION:**

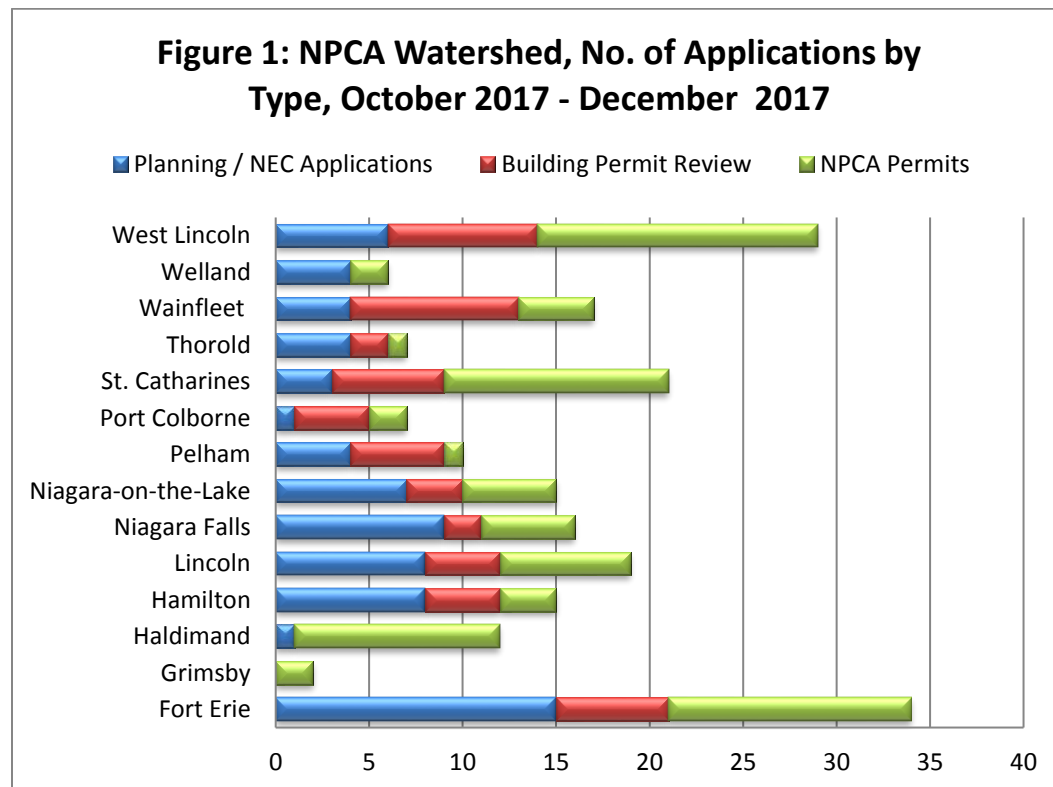
1. That Report No. 05-18 respecting the Watershed Management Status Q4 **BE RECEIVED** for information.

**PURPOSE:**

To update the Board on the Watershed Management Team's activities and achievements during Q4 2017.

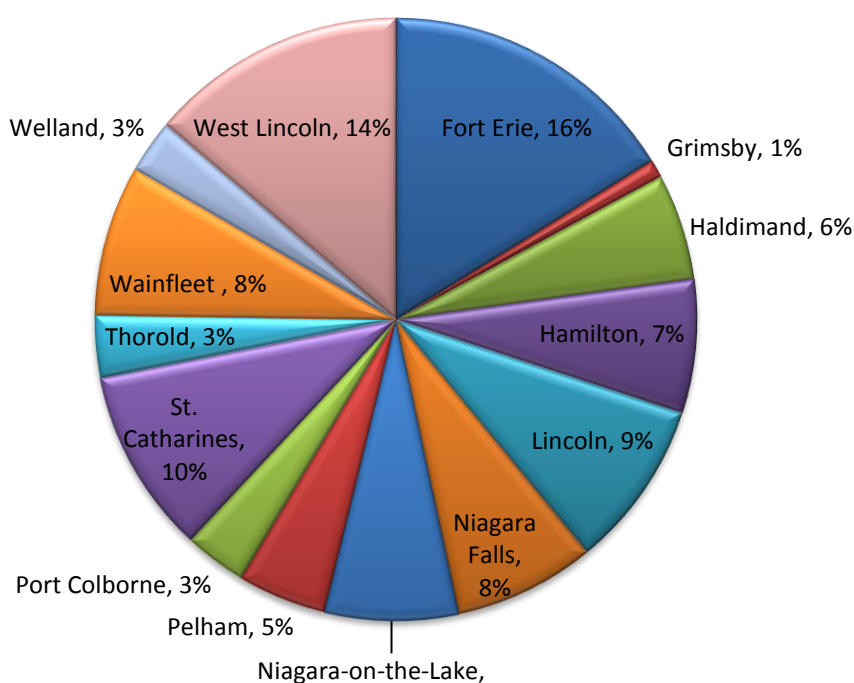
**BACKGROUND:**

**A. Plan Review & Regulations**



	Fort Erie	Grimsby	Haldimand	Hamilton	Lincoln	Niagara Falls	Niagara-on-the-Lake	Pelham	Port Colborne	St. Catharines	Thorold	Wainfleet	Welland	West Lincoln	Totals
Planning / NEC Applications	15	0	1	8	8	9	7	4	1	3	4	4	4	6	74
Building Permit Review	6	0	0	4	4	2	3	5	4	6	2	9	0	8	53
NPCA Permits	13	2	11	3	7	5	5	1	2	12	1	4	2	15	83
Totals	34	2	12	15	19	16	15	10	7	21	7	17	6	29	210

**Figure 2: Total No. of Applications (%),  
October 2017 - December 2017**



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

During the fourth quarter of 2017, the Watershed Management Department reviewed 74 *Planning Act* applications (various type and complexity)/Niagara Escarpment Commission Development Permit applications, 53 Building Permit applications, and 20 property information requests.

Staff also responded to various inquiries from the public and local municipalities, as well as attended weekly consultation meetings with the local municipalities and conducted various site inspections.

## **B. Living Landscape Update**

*The Living Landscape* ([www.thelivinglandscape.ca](http://www.thelivinglandscape.ca)) is the current name given to the project with its primary objective to review and complete a fundamental rewrite of NPCA's primary development guidance document entitled, *Procedures and Guidelines for the Administration of Ontario Regulation 155/06 and Land Use Planning Policy Document*.

To provide ample time for input, the deadline for the public and stakeholders to submit comments on the latest draft of the policy document was extended (Board approved) to December 31<sup>st</sup>, 2017. A final draft document is proposed to be presented to the NPCA Board for approval in the Spring of 2018.

## **C. Water Resources and Restoration / Programs**

### **1) Source Water Protection Plan**

- The 'Niagara Peninsula Section 36 Workplan Proposal, Final Report' was submitted to the Ministry of the Environment and Climate Change (MOECC).
- The 2017-2018 (7 month) Progress and Financial Funding Report was prepared and submitted to the MOECC.
- A draft proposed 2018-2019 Workplan was submitted to the MOECC.
- A Source Protection Authority meeting was held in November (2017).
- The Industrial representative vacancy for the Source Protection Committee was posted through social media.
- Staff participated in several MOECC and Conservation Ontario working group conference calls.
- Staff participated in an emergency response training exercise conducted by the St. Lawrence Seaway Management Corporation adjacent the Port Colborne Water Treatment Plant intake.

### **2) Water Quality Monitoring Program**

- Staff have completed routine monitoring at all 80 water quality monitoring stations for 2017. This monitoring was performed monthly from March until November at all stations and samples have been analyzed for general chemistry, nutrients, metals, and bacteria.
- The Ministry of the Environment and Climate Change (MOECC) will be providing free laboratory testing which will allow the NPCA to collect 2018 winter water samples through the Provincial Water Quality Monitoring Network (PWQMN). NPCA staff will collect samples when conditions permit, and this data will be used to address a significant gap in our monitoring of watershed conditions in the winter season.

- Staff undertook fall biological water quality monitoring at 25 water quality monitoring stations which includes biological monitoring at the Hamilton International Airport as per our agreement with the City of Hamilton.
- Staff have deployed loggers into several watercourses for the 2017-2018 winter to monitor road salt concentrations in these creeks and streams.
- Staff updated the NPCA Water Quality Database with the benthic identification of biological samples obtained in 2017.

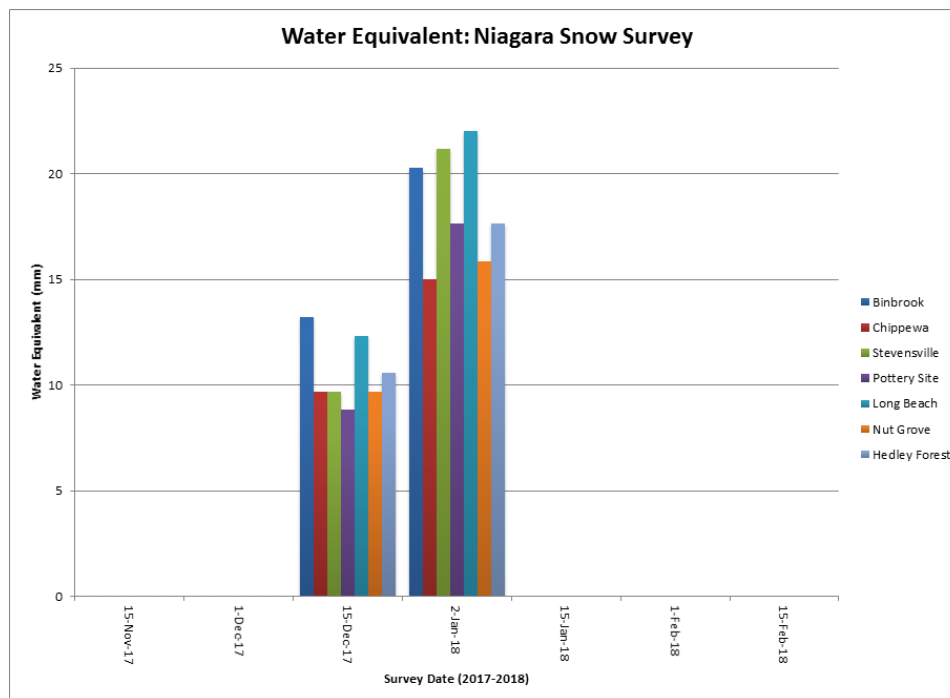


Caddisfly (Hydropsychidae) collected at a NPCA monitoring station

- Staff have been attending meetings on the Queens Royal Beach *E. coli* investigation with the Town of NOTL and MOECC for the Niagara River Remedial Action Plan.
- Provincial Groundwater Monitoring Network (PGMN): Staff continue to visit monitoring wells for manual downloads and perform QA/QC check on groundwater level data as part of their routine data maintenance protocol. Staff have completed the fall water quality sampling program.
- Staff completed fall monitoring of groundwater for the Balls Falls Centre of Conservation septic system. This is part of the MOECC's Certificate of Approval to operate the Centre's septic system.
- For 2017, staff have processed 57 water quality data requests from other governmental agencies, consultants, and academic institutions.
- The NPCA received ten (10) applications and has completed 6 projects under the Well Water Decommissioning Program. The remaining four projects are nearing completion.

### 3) Flood Control

- In the fourth quarter of 2017, the NPCA had issued 2 Watershed Condition Statements warning residents of a severe thunderstorm as a result of Hurricane Nate and the threat of flooding along Lake Erie due to strong southwest winds. No major flooding was reported during these events.
- Staff continued to monitor daily water levels at our 15 stream gauge stations, climatic data at our 15 climate stations, and undertake routine maintenance, calibration, and inspections at all 30 installations, as part of the NPCA's routine Flood Forecasting and Warning duties. The public could typically access this real-time water level and rainfall information through the NPCA's website (<https://npca.ca/stream-flow-monitoring>) however a conflict with server update software has temporarily suspended this operation. Staff continue to dialogue with software and web design programmers to correct this situation.
- In support of the Flood Forecasting and Warning program, staff have been undertaking the seasonal winter snow surveys. On the 1<sup>st</sup> and 15<sup>th</sup> of each month from November to April, NPCA staff measure the snowpack (should one exist) at seven set locations throughout the watershed. These measurements are then analyzed to determine the amount of water present on the ground in the snowpack and the associated potential flood risk should the watershed experience a rapid melt. The information from the NPCA's snow surveys are also routinely sent to the Ministry of Natural Resources' 'Surface Water Monitoring Centre' in Peterborough to help keep the Province apprised of local watershed conditions.



- In December, the Welland River E.C. Brown Gauge Station water level sensor was removed to avoid damage from ice scour. This sensor measures water levels and flow direction in the Welland River at O'Reilly's Bridge. The sensor will be redeployed in May 2018.





E.C. Brown sensor being removed.

- In Q4, staff received and processed 20 water level, water flow, and meteorological data requests from other governmental agencies, consultants, and academic institutions.

#### **4) Water Resource Engineering**

- Staff continue to provide daily support to the Planning and Regulations program with respect to the analysis of natural hazards and the review of storm water management engineering designs.

- The Binbrook Dam's major outlet is a 2.4m diameter by 41m long concrete 'Morning Glory' spillway. Routine staff inspection of the Binbrook Dam revealed minor settlement of the dyke over the location of the Morning Glory. As minor settlement could be taken as an early warning sign of a potential problem, the NPCA immediately retained WSP Engineering Canada to inspect the Morning Glory structure at a cost of \$10,540. Staff note that WSP is the same engineering firm that completed the 2013 Binbrook Dam Monitoring Well Study and the recent 2016 Binbrook Dam Safety Review. No engineering firm is more familiar with the Binbrook Dam than WSP.

Structural Engineers from WSP inspected the Binbrook Dam Morning Glory and concluded that the structure was straight, sound, devoid of cracks or settlement, and in good condition. WSP further concluded that the minor settlement on the dyke ovetop of the Morning Glory location was not unexpected in a facility of this age and should continue to be monitored during future inspections. WSP's main recommendation was that the existing joint sealant be replaced. This is scheduled to be completed in July 2018.



Morning Glory inlet.



Settlement on the dyke.



Existing joint sealant to be replaced.



Morning Glory outlet.



## 5) Special Projects

- In the 4<sup>th</sup> quarter, Highly Vulnerable Aquifer comments were provided on over 30 files to mitigate potential development impacts on groundwater resources to the Region of Niagara and local municipalities under the Planning Memorandum of Understanding, as well as to the Niagara Escarpment Commission.
- Staff responded to groundwater information requests from consultants, the public and other government agencies.
- Staff assisted the Operations Department with operation of the Ball's Falls sewage system.
- Work on the Regional Bedrock Aquifer Study continued with the annual fall groundwater sampling being undertaken at 36 locations (sample photo below). This project is a partnership between the NPCA, the Ontario Geological Survey, and the Canadian Centre for Inland Waters (who provides laboratory analyses and equipment). Analyses of the first 3 years of water level data was also completed by our fall hydrogeological student.



Monitoring well being sampled in rural Niagara Falls.



**Prepared by:**



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**Gregg Furtney**  
**Acting Director, Watershed Management**

**Submitted by:**



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**Mark Brickell**  
**CAO/Secretary Treasurer**

*Prepared with input from D. Deluce, Acting Manager, Plan Review & Regulations; S. Miller, Manager, Water Resources & Restoration; L. Hamilton, Supervisor, Watershed Biology; and D. MacKenzie, Supervisor, Construction Permits and Compliance.*

**Report To:** Board of Directors

**Subject:** Niagara Peninsula Conservation Authority (NPCA) Forestry and Tree and Forest Conservation By-law Status Q4 2017

**Report No:** 06-18

**Date:** January 24, 2018

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**RECOMMENDATION:**

1. That Report No. 06-18 regarding the NPCA Forestry and Tree and Forest Conservation By-law Status Q4 2017 **BE RECEIVED** for information.

**PURPOSE:**

To provide an update on the status of Tree & Forest Conservation By-law and forestry activities being conducted by the NPCA Forester in Q4 2017.

**BACKGROUND:**

By-law issues/main activities in Q4 2017 include:

- Harvest operations approved under Good Forestry Practices (GFP) permits in woodlots located in Lincoln and Pelham are in progress. Operations are being routinely monitored by the NPCA Forester to ensure conformance with permit conditions and operating conditions are suitable.
- Conducted final inspections in woodlots located in Wainfleet and Lincoln harvested under a GFP permit. Operations were conducted during favourable weather conditions in the summer and fall. Soil disturbance was minimal throughout the woodland and was confined to main skid trails. Operations were well conducted in accordance with Good Forestry Practices as outlined in the permit.
- Reviewing GFP permit applications for woodlots in Wainfleet and Pelham.
- Conducted a site visit with woodlot owners in Lincoln and Grimsby interested in managing/harvesting their hardwood forest. Provided forestry advice on what steps could be taken and gave them instructions on how to obtain a Good Forestry Practices permit.
- Preparing for trial dates in late January for Bylaw and Regulation charges laid in March 2016 related to works in a forest/PSW in Thorold.
- Prepared the 2017 Forest Bylaw Annual Report.

- Investigated several tree cutting complaints for properties in Lincoln, Welland, Fort Erie and Niagara-on-the-Lake. Tree clearing work involved treed areas exempt from the Bylaw (section 4), the removal of dead/dying second growth ash trees or areas not covered by the Bylaw. There were no compliance issues involved with the operations.
- Assisted NPCA planning staff in determining if forested areas on properties in Niagara Falls and St. Catharines are considered woodlands under the Bylaw. All properties are covered by the Bylaw therefore they required an exemption to be obtained prior to tree clearing for development.
- Continue to monitor woodlots for signs of Fall Cankerworm and Gypsy Moth populations. The Cankerworm caused significant defoliation of deciduous trees in late May and early June. Most trees produced new leaves in July and August and appear to have survived the spring defoliation. More extensive control measures may be required in Spring/Summer 2018 for this insect and Gypsy Moth. Broadcast (helicopter or fixed-wing aircraft) spraying using a bacteria (Btk) instead of chemical was conducted throughout the Region in 2008 to control gypsy moth populations.
- If populations are deemed significant by the NPCA Ecologist, it is recommended that the NPCA spray Btk on conservation areas with deciduous forest cover.

#### **FINANCIAL IMPLICATIONS:**

None.

**Prepared by:**




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**Gregg Furtney**  
Acting Director, Watershed Management

**Submitted by:**




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**Mark Brickell**  
CAO/Secretary Treasurer

*This report was prepared with the consultative input from Dan Drennan, R.P.F. Forester.*

**Report To:** Board of Directors

**Subject:** Niagara Peninsula Conservation Authority (NPCA) Tree and Forest Conservation By-law 2017 Annual Report

**Report No:** 07-18

**Date:** January 24, 2018

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**RECOMMENDATION:**

1. That Report No. 07-18 respecting the NPCA Tree and Forest Conservation By-law – 2017 Annual Report and the 2017 Annual Report (Niagara Region Tree and Forest Conservation Bylaw 2008-30) **BE RECEIVED**, and
2. That Report No. 07-18 **BE CIRCULATED** to the Niagara Region as per condition 1.6 of the Service Level Agreement - Tree and Forest Conservation Bylaw (August 1<sup>st</sup>, 2008) between the Niagara Region and the Niagara Peninsula Conservation Authority.

**PURPOSE:**

To provide a copy of the 2017 Annual Report for the Niagara Region Tree and Forest Conservation Bylaw 2008-30 as per condition 1.6 of the existing Service Level Agreement between the Niagara Region and the Niagara Peninsula Conservation Authority.

**BACKGROUND:**

This report is completed annually and is circulated to the Niagara Region to satisfy condition 1.6 of the Service Level Agreement between the Niagara Region and the NPCA.


**RELATED REPORTS AND APPENDICES:**

Appendix 1 2017 Annual Report for the Tree & Forest Conservation Bylaw

**FINANCIAL IMPLICATIONS:**

None.

**Prepared by:**



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**Gregg Furtney**  
Acting Director, Watershed Management

**Submitted by:**



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**Mark Brickell**  
CAO/Secretary Treasurer

*This report was prepared with the consultative input from Dan Drennan, R.P.F. Forester.*

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# 2017 ANNUAL REPORT

## NIAGARA REGION

### TREE AND FOREST CONSERVATION BYLAW (2008-30)



# Niagara Region Tree and Forest Conservation Bylaw

## 2017 Annual Summary Report

Niagara Peninsula Conservation Authority

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## Introduction

The Niagara Region Tree and Forest Conservation By-law 30-2008 exists to encourage the conservation and improvement of woodlands in Niagara through Good Forestry Practices. The By-law prohibits the clearing of woodlands except under specific circumstances and requires landowners to follow Good Forestry Practices when harvesting trees. This is done by requiring landowners to submit a forest management plan or a silvicultural prescription prepared by a Registered Professional Forester (or a member of the Ontario Professional Foresters Association) in order to obtain a permit.

In August of 2008 the Region of Niagara delegated administration of the By-law to the Niagara Peninsula Conservation Authority (NPCA). The NPCA is responsible for reviewing applications and issuing permits for timber harvesting within the Region. We also follow up on public inquiries and investigate violations, which sometimes lead to charges. For this reason NPCA forestry staff is designated as Provincial Offences Officers under the Provincial Offences Act. The NPCA employs one full-time staff, a Registered Professional Forester to administer the By-law.

The 2017 year marked the ninth year in which the NPCA administered the By-law on behalf of the Region. This report will summarize the activities undertaken throughout the year by the NPCA to promote Good Forestry Practices, educate the public and enforce the provisions of the By-law.

## Permits

Good Forestry Practices (GFP) Permits are issued after an application is received and satisfies the necessary criteria. In 2017, 10 new GFP Permits were issued by the NPCA, 4 permits were carried over from the 2016 year. 75% of these permits were completed by the end of 2017. One permit in Pelham required clearance from the Ministry of Natural Resources because of identified Species at Risk (SAR), cucumber tree and American chestnut, within the proposed harvest area. The conditions imposed by the MNR were incorporated into the GFP permit for the property.

Commenced in 2012 and continued on in 2017, strategies for managing woodlots for emerald ash borer (EAB) are required in prescriptions and tree marking for woodlots that have a significant component of ash. This strategy will continue into 2017 as the impact of EAB continues to be an issue.

Landowners are provided a copy of a recent publication from the Ontario Woodlot Association, 'A Landowner's Guide to Careful Logging', when a permit is approved. The guide provides landowners with information on proper logging practices that will ensure good forestry is attained. The harvest inspections conducted by the NPCA are based on the contents in the guide.

All permits are subject to conditions which are specified and tailored to the characteristics of the individual site. For example, harvesting in woodlands with sensitive ground conditions will be conditional to the work being done while the ground is frozen in the winter, or during a dry period during the summer, to minimize soil disturbance. Failure to follow the conditions of a permit is considered a violation of the By-law. There were no incidents in 2017 where permit conditions were not complied with. Forest Bylaw staff maintained regular communication with logging contractors to ensure operations were suspended when ground conditions were not favourable.

## Selection Silvicultural System

The forest management plan or silvicultural prescription required for a permit is prepared and reviewed by forest professionals with expert knowledge in silvicultural practices. Silviculture practices are treatments applied at the stand (woodlot) scale to achieve specific forest management objectives. Treatments are broadly categorized as either harvest, renewal, or tending. Ideally these practices are applied in a coordinated fashion with a long-term view of what is possible, practical, and desirable at both a stand and landscape scale. The coordination and long-term view is achieved through application of a silvicultural system.

A silvicultural system is a planned program of silviculture treatments that extends throughout the life of a stand for the purposes of controlling stand establishment, composition, and growth. While this view implies a certain intensity of effort and manipulation, on suitable sites the simplest application may include only a single harvest with natural regeneration (assuming a seed source, seedlings are present in sufficient quantity to restore the forest to a desired composition and structure).

There are three silvicultural systems used in Ontario; Clearcut, Shelterwood and Selection. **Selection is the system most commonly used in the Niagara Region.** The following table describes the three silvicultural systems.

Silvicultural System	Description	General characteristics
Clearcut	Most of the overstory trees are removed over a short period of time to create a fully exposed microenvironment for the establishment of a new even-aged stand.	<ul style="list-style-type: none"> <li>• even-aged future stand</li> <li>• regeneration established in &gt;70% full sunlight.</li> </ul>
Shelterwood	Most of the overstory trees are removed in a series of two or more harvests for the purpose of establishing and sheltering regeneration under a residual canopy.	<ul style="list-style-type: none"> <li>• even-aged future stand</li> <li>• regeneration established in 30-70% full sunlight</li> <li>• regeneration period &lt;20% of the intended rotation</li> <li>• final removal creates &gt;70% full sunlight.</li> </ul>
Selection	Periodic partial harvests timed based on basal area recruitment using vigour, risk, and species preference, to select trees for harvest and retention.	<ul style="list-style-type: none"> <li>• all-aged future forest</li> <li>• regeneration established in ≥70% residual cover (approx. ≤30% full sunlight)</li> <li>• <b>dense mature forest cover maintained in perpetuity.</b></li> </ul>

The selection system provides an environment ranging from partial to full-shade and a forest floor protected from temperature extremes and desiccation. Regeneration under single tree selection favours shade tolerant species while some mid-tolerant species are well suited to group selection openings. Both single tree and group harvest methods are used in Niagara

**Single Tree:** Individual trees are removed at more or less regular intervals with no clear patches or edges created.

**Group:** The removal of a small group of trees, in an area normally less than 2 tree heights in diameter, in a single entry or progressive fashion, within a matrix of mature forest canopy.



The following illustrations show the implementation of the Single Tree Selection Silvicultural System.

(a) Pre-harvest



(b) Post-harvest

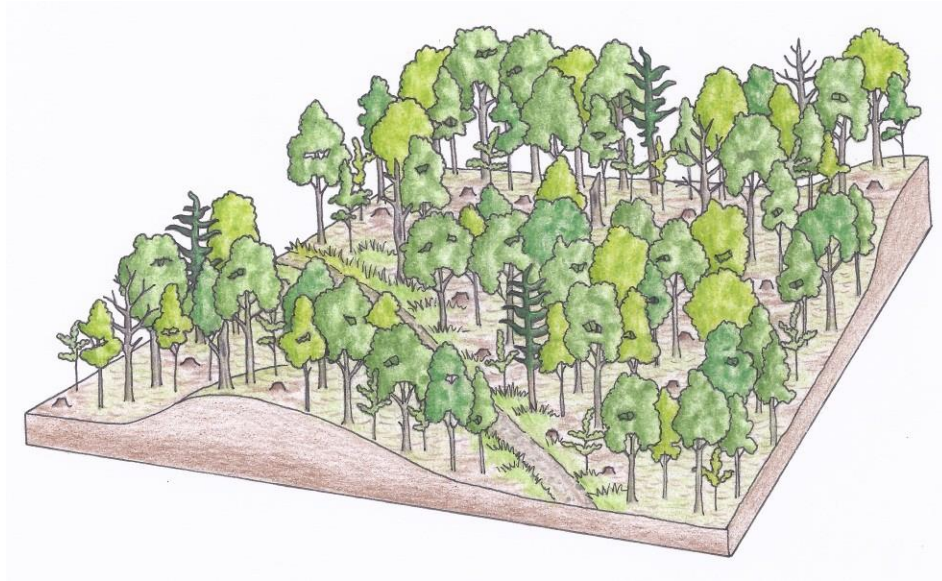


(c) Ten years later

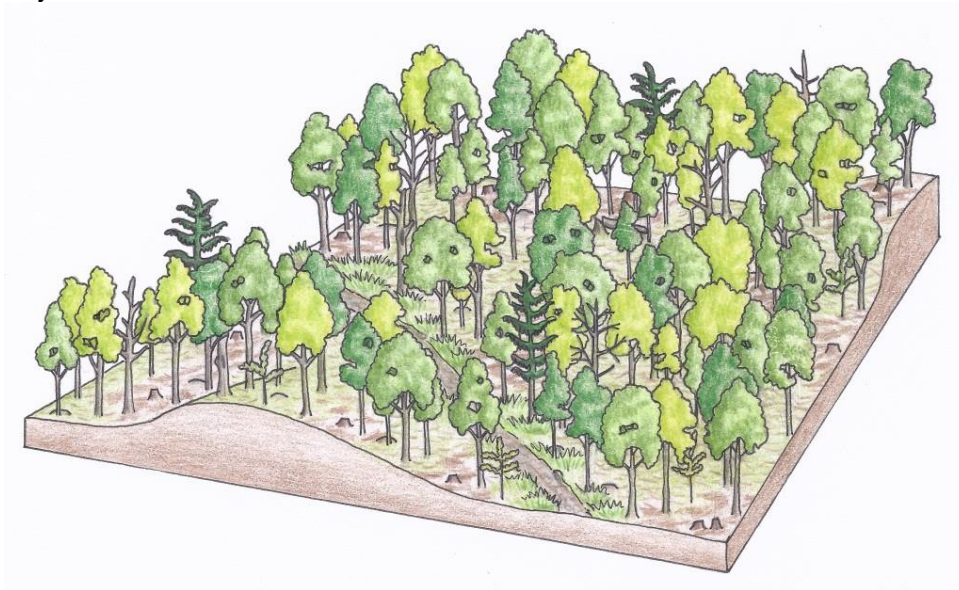


A profile of an individual selection silviculture system depicting a pre-harvest tolerant hardwood stand (a), stand conditions after a partial selection cut (b), and 10 years later with the natural regeneration of shade tolerant species under the canopy (c) (illustrations by Jodi Hall).

(a) Post-harvest



(b) Ten years later



An aerial view of an individual tree selection harvest in a tolerant hardwood stand resulting in >70% residual cover and perpetual all-aged stand. Image (a) depicts the initial harvest entry, while image (b) depicts regrowth after approximately 10 years and the harvest associated with the next cutting cycle (illustrations by Jodi Hall).

## ***Tree Marking***

The selection system requires the practice of tree marking. Tree marking involves the selection of individual trees to be harvested, while leaving trees to grow for future harvests and to provide wildlife habitat. The actual process of tree marking is recognized as being both an art and a science. Historically, many of our forests were subjected to various types of uncontrolled harvest. This included “high-grading,” a term that refers to woodlots that have had only the largest and best quality timber harvested. These unregulated disturbances, in combination with other factors, such as disease and insects, can lead to a forest with irregular stand structure and unpredictable growth. In the absence of sound forest management these forests often display a lack of regeneration of favorable species and poor spacing of smaller diameter stems.

When properly applied, tree marking can actually reverse many of the historical, negative impacts that unregulated cutting has created in our forests. This often requires two or more cutting cycles and adhering to the guidelines of selection and shelterwood system management.

Trees to be cut through tree marking are physically identified through the application of paint on the tree. Depending on the management system being used, trees are marked in a colour that indicates the tree is to be cut or in some cases a colour that indicates the tree should not be cut. The objective of marking is to optimize growth for all trees being retained rather than attempting to maximize growth on a few individual trees. Marking also allows the forest manager to make changes, if necessary, to selected trees before the harvest takes place.

Tree marking alone will not prevent 'high-grading'. Virtually anyone with a can of spray paint can sell their services as a tree marker. It is only when tree marking is applied in conjunction with good forestry practices that the opportunity for high-grading can be minimized. Regular monitoring (site visits) by the NPCA Forester during harvest operations ensures tree marking is being followed.

To ensure the practice of tree marking is being done professionally, the Bylaw requires those marking woodlots be ‘Certified Tree Markers’. Since 1995, the MNR has provided tree marking certification training. The training involves a one-week course covering silvicultural systems, silviculture, silvics, wildlife habitat, tree defects and tree vigour characteristics. Participants are field tested, and successful trainees are issued a certificate endorsing their skills as a certified tree marker (of conifer forests, hardwood forests or both). To maintain MNR's certification, a tree marker must attend and successfully complete a two-day refresher course every three years.

Certified tree markers must be knowledgeable in silviculture, tree and wildlife biology, and forest economics in order to choose the right trees to mark for cutting. Knowledge required for proficiency as a tree marker:

- ability to identify species
- understanding of silvical characteristics of species
- familiarity with site and land features
- recognition of tree defect characteristics and indicators
- appreciation of tree quality and vigour, including use of an acceptable tree classification system
- comprehension of stocking levels and structural types
- appreciation of commercial values of species, products, and grades, and
- appreciation of wildlife habitat, biodiversity, and other ecosystem values



## Forest Harvest Summary

The following table breaks down the distribution and harvest area of the 2017 GFP permits by municipality. A log sort at a landing next to a woodlot being harvested in Wainfleet is shown in Figure 1.

Municipality	Number of permits	Harvest Area	
		Hectares	Acres
Fort Erie		0	0
Grimsby		0	0
Lincoln	4	26.2	64.7
Niagara Falls		0	0
Niagara on the Lake		0	0
Pelham	2	13.3	32.9
Port Colborne		0	0
St Catharines		0	0
Thorold		0	0
Wainfleet	4	24	59.3
Welland		0	0
West Lincoln		0	0
Totals	10	63.5	156.9

The table excludes permit renewals. Permit renewal statistics will always be included in the year in which the original permit was issued.



Figure 1: log sorting at a harvest operation in a Wainfleet woodlot, summer 2017.

## ***Inspections***

Generally each permit site is inspected at least twice, many sites were visited multiple times. The first inspection occurs upon receiving the application. NPCA Bylaw staff visit the site and inspect the tree marking to ensure it follows good forestry practices. Any concerns with the tree marking and prescription will be noted and followed up with the landowner and/or certified tree marker. The permit may not be approved until any concerns are addressed. At this time NPCA staff also assesses the site conditions (soil) and any environmental values present which may be impacted by the harvest operation such as stick nests and streams. This will affect conditions that may be stipulated on the permit.

The operation may be inspected again while the work is underway and the crew is onsite. This gives NPCA Bylaw staff the opportunity to observe the precautions being taken and ensure that the permit conditions are being met. Examples of good forestry practices observed during inspections are shown in figures 2, 3 and 4.

Lastly the site is inspected again when the work has been completed. At this time NPCA Bylaw staff is able to verify that only trees that were marked have been removed and that all permit conditions are satisfied.

The result is that NPCA staff made approximately 70 site inspections on permits during 2017.



Figure 2: condition of a main skid trail during a fall operation





Figure 3: view of a temporary portable bridge used to gain access over a steep-bank stream.



Figure 4: side view of the temporary portable bridge.

## Education

In 2017 the NPCA continued to educate the public as well as groups and public agencies regarding the Bylaw.

Much of the educational activity takes place when members of the public phone or drop into the NPCA office and ask questions. Staff also conducted site visits when requested by the land owner to provide forestry knowledge and make them aware of Bylaw requirements. Staff is always available to answer questions and often spend considerable time going over the details of the bylaw and management strategies to deal with Emerald Ash Borer.

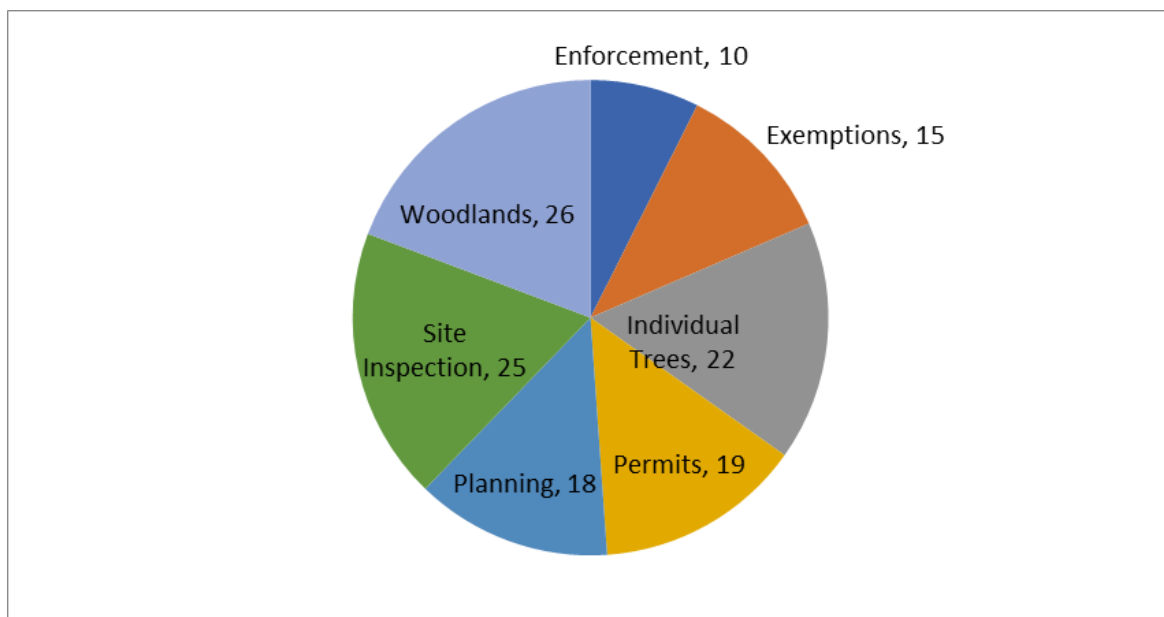
The Forestry section on the NPCA website was enhanced in 2017. Emphasizes was put on Good Forestry Practices and the latest strategies for managing woodlots for Emerald Ash Borer.

## Bylaw Inquiries

Bylaw inquiries occur when Bylaw staff responds to an issue either presented by a member of the public or outside agency, or an issue initiated based on observations of Bylaw staff. Most are made by telephone. NPCA staff track inquiries for reporting purposes.

In 2017, Bylaw staff responded to 135 bylaw inquiries. Chart 1 indicates the number of inquiries by program area. The majority of the inquiries were about woodlands followed by site inspections and then individual trees. Most of the inquiries about individual trees were related to dead and dying ash trees from local citizens. Many inquired if a permit was required for their removal. A brief explanation of program area's follows.

**Chart 1: Number of Inquiries by Program Area**





## Program Area Descriptions

**Enforcement:** Any enforcement related matters which required action by Bylaw staff.

**Exemptions:** Inquiries regarding exemptions which required evaluation by Bylaw staff.

**Individual Trees:** Inquiries regarding individual trees on private property, most of which are outside the jurisdiction of the Bylaw.

**Permits:** Matters regarding reviewing or issuing permits.

**Public Outreach:** Inquires about by-law & other educational materials. Mail out of educational materials.

**Woodlands:** Issues and inquiries centered on the application of the Bylaw to woodlands.

**Site Inspections:** Post-harvest site inspection.

**Planning:** Land use planning inquiries

**Chart 2: Number of Inquiries by Interest Group**

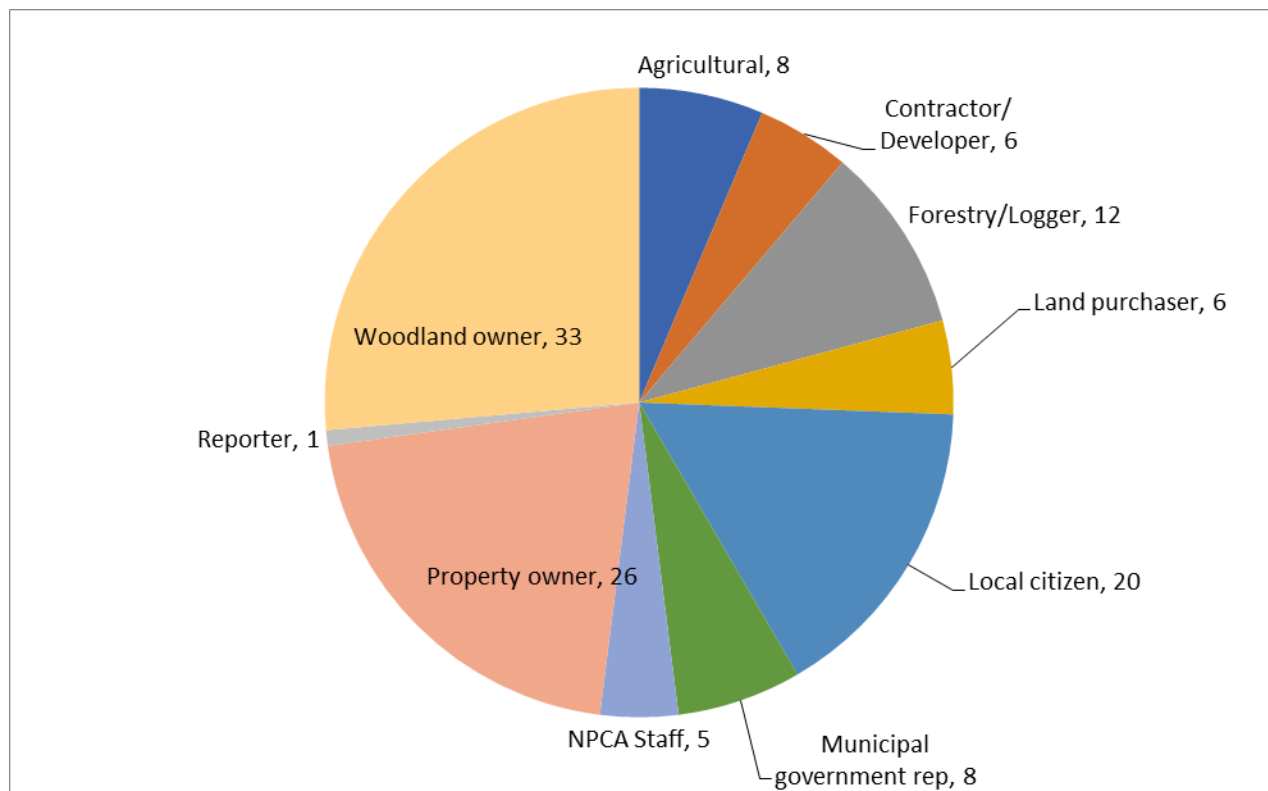


Chart 2 is a break down of the types of people that make the inquiries to the NPCA office. The majority of the inquiries are from woodlot owners, followed by property owners & then local citizens.



## Enforcement and Charges

Should it become necessary to initiate charges resulting from Bylaw violations, it is done under Part III of the Provincial Offences Act. This is referred to as commencement by information.

There were two occurrences of Bylaw infractions in which Part III Information's were filed in March and November of 2016 for properties in Thorold and Niagara Falls.

The charges for the Niagara Falls property were settled in 2017 where the owner agreed to carrying out reforestation work as prescribed in a plan prepared by the NPCA Forester. The other matter in Thorold is still in the courts and scheduled for trial in January 2018. However it is the intention that the outcomes will be presented in future annual reports once the matters are finalized.

## Training and Development

The Bylaw staff conducted independent learning in order to remain current with respect to the practice of forestry in the region and the application of the Bylaw. Staff will attend applicable training opportunities when available.

## Advisory Committee

The Tree and Forest Conservation By-law Advisory Committee did not meet during 2017, as there were no issues brought up by NPCA that required additional meetings. The role of the committee is to review and provide advice or recommendations on matters of tree and forest conservation as requested by the NPCA.

## Conclusion

2017 was the ninth full year in which the Bylaw was being administered by the NPCA. There were no issues with the NPCA's ability to carry out the role of administering the Bylaw for the Region. All aspects of the Bylaw, from managing Good Forestry Practice permits, enforcement and public education were conducted in a professional manner.

Woodlot management strategies to deal with Emerald Ash Borer will continue to be a main concern in 2018. Current strategies will be used in woodlots that have a significant component of ash.

### Literature Cited:

OMNRF. 2015. Forest Management Guide to Silviculture in the Great Lakes-St. Lawrence and Boreal Forests of Ontario. Toronto: Queens Printer for Ontario. 394 pp.

**Report To:** Board of Directors

**Subject:** Q4 (2017) Status Report - Office of the Chief Administrative Officer (CAO)

**Report No:** 08-18

**Date:** January 24, 2018

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**RECOMMENDATION:**

That Report No. 08-18 respecting the Q4 (2017) Status Report - Office of the CAO **BE RECEIVED** for information.

**PURPOSE:**

To provide the Board a quarterly summary of projects undertaken by the Office of the CAO.

**DISCUSSION:**

In July 2017, a new Organization Structure was put in place, reducing the number of Directors from 3 to 2, and expanding the portfolio of the CAO. In this new structure, the CAO now oversees Human Resources, Community Engagement, Administration and Communications. This report provides a summary of the activities undertaken through this office.

**FINANCIAL IMPLICATIONS:**

None.

**RELATED REPORTS AND APPENDICES:**

Appendix 1 Q4 (2017) Human Resources  
Appendix 2 Q3/Q4 (2017) Community Engagement  
Appendix 3 Q4 (2017) Communications  
Appendix 4 Q4 (2017) Administration/ Clerks

**Submitted by:**



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**Mark Brickell**  
CAO/Secretary Treasurer

***This report was prepared in consultation with Misti Ferrusi, Renee Bisson, Kerry Royer, Michael Reles, Krystle Caputo, Erika Navarro and Lisa McManus.***

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## **Q4 status report – Human Resources**

### **Recruitment**

- ❖ Communications Specialist
  - Successful candidates started September 25 and October 10, 2017
- ❖ GIS Analyst (12-month contract)
  - Interviews currently being conducted
- ❖ Thanksgiving Festival (Temporary Student positions)
  - 33 candidates hired to assist with the event from October 6-9, 2017
- ❖ 2017 wage subsidies for student positions were approved for the NPCA through the Canada Summer Jobs Program as well as the Summer Experience Program. Total amount of wage subsidies for 2017 amounted to \$45,571.45

### **Employee/Labour Relations**

- ❖ Discussions with OPSEU in relation to the lay-offs that have occurred are ongoing
  - A number of grievances have been withdrawn and it is anticipated that the majority of differences will be resolved, and grievances will be withdrawn during Q1 2018
- ❖ Processing of 1 additional grievance which has been resolved internally
- ❖ Attendance at arbitration for 1 grievance occurred and we are currently awaiting a ruling
- ❖ In keeping with the NPCA's goal to create a positive, healthy, and productive work environment as well as support the 2014-2017 Strategic Plan: Transparent Governance & Enhanced Accountability, an employee feedback survey has been completed with staff
  - The intention is to internally publish the results of the survey annually, and to track employee satisfaction with NPCA progress on the following categories: Communication, Customer Service, Growth & Development, Organization & Culture, Employment Conditions, Health & Safety and Engagement.
  - Results are currently being compiled and summarized and the organization will work to identify key areas to create actionable plans based on employee feedback

## **Compensation & Benefits**

- ❖ 2018 Benefit Renewal:
  - NPCA participates in the Conservation Authorities of Ontario group benefit plan
  - In 2018, the Conservation Authorities of Ontario group benefits committee proposed and approved changes to the group benefit plan that would see some financial impacts for employees
    - NPCA was able to negotiate to keep the NPCA benefit plan status quo until the end of the current Collective Agreement (December 31, 2018)
      - Consideration will be given to administering a new benefit plan/provider for 2019

## **Compliance**

- ❖ Bill 148: Fair Workplaces, Better Jobs Act received Royal Assent on November 27, 2017
  - Financial impacts due to the changes include the increase in minimum wage and statutory pay calculation, which has already been accounted for in the approved 2018 budget
  - Minor 2018 policy updates will occur as a result of the changes concerning:
    - Personal Emergency Leave
    - Domestic or Sexual Violence Leave
    - Parental Leave
    - Critical Illness Leave
    - Family Medical Leave
    - Child Death Leave & Crime-Related Child Disappearance Leave
  - Record Keeping changes are prompting a review of the capability of the timekeeping system to record start and end times for employees
- ❖ All employees received a policy review and training on the NPCA Workplace Violence and Harassment training



**COMMUNITY ENGAGEMENT, OUTREACH  
AND VOLUNTEERS 2017 Q3 AND Q4 REPORT**

Submitted by Renee Bisson and Kerry Royer

## Community Engagement, Outreach and Volunteers Q4 Report

JULY

**WEARTH/The Carbon Farmer**

The NPCA reached out to Mr. Brad Rabiey, The Carbon Farmer as seen on CBC's The Dragon's Den, to develop a partnership to provide him with planting locations within the Niagara Region. The first planting project was scheduled for Smith Ness Forest Conservation Area in October.

**Fort Erie Native Friendship Centre**

The Community Outreach and Volunteer Coordinator met with the Fort Erie Native Friendship Centre Executive Director, Jennifer Dockstader, to discuss possible partnership opportunities for the Niagara Children's Water Festival, Ball's Falls Thanksgiving Festival, educational programming, etc.

**Evergreen Academy**

The Community Outreach and Volunteer Coordinator delivered the Yellow Fish Road™ program and a discussion about water quality and benthic macroinvertebrates to a group of summer camp students at Evergreen Academy in Port Colborne. After the presentation 6 children and a leader headed out to paint Yellow Fish on the roads nearby.



## Community Engagement, Outreach and Volunteers Q4 Report

## AUGUST

**Niagara Tourism Network**

The NPCA attended a Niagara Tourism Network meeting at the Niagara Falls Museum to introduce the organization to their members. The monthly meetings are an opportunity for organizations in the tourism industry to discuss any news in their sector, to and promote upcoming NPCA will be hosting the Thursday the 12th, at Ball's Conservation.



develop new partnerships, events and projects. The 2018 July meeting on Falls Centre for

**Comfort Maple**

The NPCA met with Dr. the current contract. He the NPCA to manage on the Comfort Maple property, as well as seed permit requests on an individual basis.

**Conservation Area Update**

Coyne to discuss updates to provided authorization for wedding, and film requests

**Presentation at Forestview Daycare**

The Community Outreach and Volunteer Coordinator was invited to give a presentation at Forestview Daycare about pollinators, specifically Monarch butterflies. Students were shown live caterpillars in different stages of development and in a chrysalis. They also learned about how bees make honey and why pollinators are important to the food we eat. Here is a drawing of pollinators by one of the students.

## Community Engagement, Outreach and Volunteers Q4 Report



## SEPTEMBER

**Six Nations of the Grand River Development Corporation**

On September 5<sup>th</sup>, the NPCA visited Six Nations of the Grand River Development Corporation to discuss partnerships. Many project and funding ideas came out of the meeting. They expressed interest in participating at the Niagara Region Children's Water Festival, offered to assist the NPCA in the development of First Nation's educational programming at Ball's Falls, and shared information on how to run successful environmental workshops such as medicine gardens, organic food and canning, and food access and sharing programs. Six Nations of the Grand River Development Corporation (SNGRDC) was launched in May 2015 with the mandate to pursue economic self-sufficiency without sacrificing the cultural values and integrity of the Six Nations people. The purpose of the Development Corporation is to generate income, outside of the federal funding, to tackle community priorities that affect the Six Nations community as a whole. This includes improving social conditions, aiding in infrastructure development and creating a healthy & sustainable environment for individuals, families and businesses to thrive.



## Community Engagement, Outreach and Volunteers Q4 Report

### **Pollinator Garden at Morgan's Point in partnership with NRC**

The NPCA planted a pollinator garden, as part of the Mickey DiFruscio and Family Legacy Pollinator Project, at Morgan's Point Conservation Area in partnership with the Niagara Restoration Council. Volunteers from NRC and NPCA assisted in planting and mulching the garden.



### **Mississauga's of the New Credit**

The NPCA was invited, and attended the Mississauga's of the New credit annual Open House in Hagersville, ON. This was an excellent opportunity to meet and mingle with members of their community. Chief Laforme was not in attendance that evening, but the NPCA gifted to him a Comfort Maple Pen.

### **Métis Nation of South Niagara**

The NPCA was invited, and attended the annual Métis Harvest Dinner, held at Club Richelieu. The event was well-attended by members of the local community, Métis and First Nations communities. The NPCA provided \$1000 in support to the event.

### **Cave Springs Camp Legacy Hall Project**

The NPCA attended the Cave Springs Camp Legacy Hall Project Public Open House to provide a short presentation on the NPCA Cave Springs Management Plan. Both projects will be moving forward simultaneously, and offers a great opportunity for increased partnerships within the Town of Lincoln and Cave Springs Camp.

### **Strategic Plan Meetings**

Throughout the entire month of September, Community Engagement Manager Renee Bisson and Outreach and Volunteer Coordinator Kerry Royer attended all the Strategic Plan meetings held with various stakeholder groups. The meetings offered important feedback on the 2014-2017 Strategic Plan as well as direction for the new Strategic Plan.

### **VolunteerFest at Brock University**

### Community Engagement, Outreach and Volunteers Q4 Report

A volunteer NPCA Ambassador attended the VolunteerFest on behalf of the NPCA to recruit new volunteers from the incoming students at Brock University. A number of volunteers signed up to be on the volunteer list for the NPCA and showed interest in its projects and programs.

#### **Brock University Interns**

The Community Outreach and Volunteer Coordinator assisted in establishing two interns at the Ball's Falls site this Fall/Winter. The Ball's Falls Program Assistant took on two volunteers from Brock University in September through December to assist with program delivery and development of educational programs. One student was a 4<sup>th</sup> year geography student and the other was a 4<sup>th</sup> year Recreation and Leisure studies student. The students helped with the delivery of educational programs, including the Christmas in the Country program, and the Ball's Falls Thanksgiving Festival historical tours. The geography intern created a new educational program on Earth Science/Geology and Geography based on the secondary science program. Previously there were no geography curriculum links in any of the NPCA educational programs. This new program will be offered in Spring 2018. The student also assisted in incorporating mapping and geography components into the existing Water Quality and Human Impacts on the Environment program currently offered. The Recreation and Leisure student will be undertaking a program review of the NPCA's new high school science programs.

## OCTOBER

#### **Conservation Ontario Biennial Tour**

The NPCA attended Conservation Ontario's Biennial Tour at Conservation Halton/Credit Valley Conservation. This was an excellent conference that highlighted many projects across both watersheds. The information gathered will assist in the event planning for the NPCA-hosted Biennial Tour in 2019.

#### **Ball's Falls Thanksgiving Festival**

The NPCA engaged several partners to assist in the delivery of the Ball's Falls Thanksgiving Festival.

The groups that assisted were:

-Niagara Antique Power Association

### Community Engagement, Outreach and Volunteers Q4 Report

- ECO Defenders
- Niagara Bruce Trail Club
- Niagara Handweavers and Spinners

**The 2017 Festival engaged a total of 125 volunteers who contributed a total of 1600 hours over the course of the weekend.** Individual volunteers were recruited from local high schools, Brock University, Niagara College, and through social media. These volunteers, along with our partner organizations, assisted with:

- heritage displays
- historical tours
- waste sorting
- supervision of our rented inflatables
- vendor relief/support
- parking
- golf cart shuttles



**Site visit at St. Johns Conservation Area – Centennial Secondary School**

### Community Engagement, Outreach and Volunteers Q4 Report

The Community Outreach and Volunteer Coordinator accompanied a group of 80 students from Welland Centennial Secondary School on a site visit to the St. John's Pond Conservation Area. The students went on an interpretive hike to learn about the Carolinian Forest, the ecology of the site, the significance of Twelve Mile Creek and the importance of conservation.



**Centennial Secondary School Group**

### **WEARTH/Delta by Marriott/The Printing House planting at Smith Ness Forest Conservation**

On October 23, new partners WEARTH/The Carbon Farmer, Delta by Marriott, and staff volunteers from The Printing House Head Office planted over 3,568 trees (4.1 acres or 10 NHL hockey rinks) in two days at the NPCA's Smith Ness Forest Conservation Area. This planting marked a milestone for Delta by Marriott who have just completed a 100,000-tree planting project as part of their GreenSTAY™ program, in Manning, Alberta. While in Niagara for the milestone celebration, President of Marriott International Canada Mr. Don Cleary, announced their next 100,000 trees will be planted in Ontario, focused in the Niagara Region. CBC Dragon's Den investor Bruce Coxon, also attended and assisted with the inaugural planting, lending his expertise as a former professional tree planter in his youth. All trees were native species, locally sourced seed and chosen by the NPCA Staff Ecologist. Tree species planted were: Red Osier Dogwood, Sugar Maple, Ironwood, Grey Dogwood, Muscledwood. Trees that will be planted at the site in future years will be: Basswood, American Beech and Autumn Willow.



### Community Engagement, Outreach and Volunteers Q4 Report

WEARTH focuses on re-naturalization sites to recreate ecosystems that once existed, in order to increase tree canopy and decrease carbon footprint. All projects are 100% conserved for future generations. WEARTH will be partnering with the NPCA to plant 100,000 trees by 2020.



**Delta by Marriot Volunteer Group**



**From left: Brad Rabiey, WEARTH/The Carbon Farmer  
Bruce Coxon, Investor from Dragon's Den  
Don Cleary, President Marriott International**

Property from YOU.  
Planted with WEARTH.  
Conserved by NPCA.  
Nature for EVERYONE.

## got land?

That's great news, because we've heard chaaaaat that the neighbourhood squirrels need a place to stay. WEARTH will plant trees and other native species on your property within the Niagara watershed for free. That's right, even though it sounds nutty, there is no cost to the land owner that hosts re-naturalization efforts of one acre or more. The catch? Those clever squirrels make you promise to not chop down their new home.

**WEARTH™**  
www.earth.farm

**NIAGARA PENINSULA  
CONSERVATION  
AUTHORITY**  
www.npca.ca

As seen on  
CBC Dragon's Den

**DRAGON'S DEN**

## Community Engagement, Outreach and Volunteers Q4 Report

### NPCA Initiatives Announcement

On October 24, the NPCA announced eight new initiatives. These objectives set forth over the next 100 years will ensure increased green space, cleaner water and healthy ecosystems, while developing new partnerships and dialogue with the people of the watershed.

1. New partnerships & Dialogue (with an increase of the volunteer base to 5000 in five years)
2. 100-year Land Plan (Gain 250-400 acres a year)
3. 100-year Water Quality Improvement Plan
4. Plant One Million Trees and Three Million Native Plants in the next 5-7 years
5. Have a Lead Role in Climate Change mitigation
6. Be a Leading & Learning Organization
7. Be Innovative with Technology and Data Integration

### Niagara Economic Summit-GNCC

NPCA Community Engagement Manager attended the GNCC Annual Economic Summit, held at White Oakes Conference Resort and Spa, to hear from members of the GNCC community and their plans for the next 100 years of business in Niagara. This was a good opportunity to speak to the room regarding the NPCA's announcements, and several new partners came forward to offer assistance with the One Million Tree initiative.

## NOVEMBER

### Lt. Gov. Volunteer Recognition Event-Trans Canada Trail (Report 107-17)

On November 1st, 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 150th 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 kilometers 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*



### Community Engagement, Outreach and Volunteers Q4 Report

*landscapes. Every Canadian province and territory is home to its own section of The Great Trail.” -Excerpt from The Great Trail Plaque.*

#### MNRF Community Engagement Practices Review

In November, The Ministry of Natural Resources and Forestry conducted a review of Community Engagement within Ontario’s Conservation Authorities to provide a Best Practices Guide staff can utilize to support their engagement activities with the public and stakeholders. The NPCA met with the consultant for an in-person interview and also provided the review with a detailed report on current engagement activities and strategy.

#### Ceremonial Tree Planting at Niagara Region Headquarters for Canada 150<sup>th</sup> School board Project

(Report No 73-17)

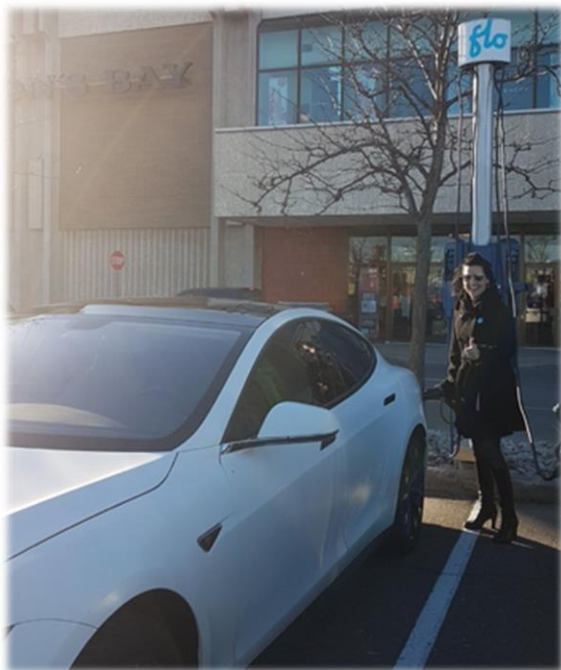
The final sugar maple, as part of the Canada 150<sup>th</sup> School Board Project, was planted by officials at the Niagara Region Headquarters on November 13<sup>th</sup>, in recognition of Niagara’s two post-secondary educational institutions-Brock University and Niagara College. The project donated one sugar maple to 80+ participating schools across the Region of Niagara, Haldimand County and Hamilton. Framed plaques of the Comfort Maple, including a poem honouring Canada’s 150<sup>th</sup> will be delivered in person by NPCA Board members to all of the schools involved over the next few weeks. Local photographer Anthony Gallaccio and Pelham resident Shirley Lazareth generously donated the use of the picture and poem in support of the initiative.



## Community Engagement, Outreach and Volunteers Q4 Report

### Partnership Meeting with The Pen Centre

After the announcement of the new eight initiatives, The Pen Centre reached out to the NPCA to offer their support and partnership. For almost 60 years, Pen Centre has committed to offering one of the Niagara Region's strongest Waste Reduction & Recycling programs, garnering an award as BOMA Best- Level 4 designation, by the Building Owners & Managers Association (BOMA.) The NPCA has been invited to meet with their newly established Green Committee to discuss future projects for 2018, that include the possibility of pollinator gardens installed at the mall site in St. Catharines. The Pen Centre believes a sustainable future includes a strong focus on reducing environmental footprints, and requires consideration of the ecological impacts associated with the way they do business. Because of this philosophy, the Pen Centre has dedicated itself to using internal energy management systems, eco-friendly light bulbs, energy-saving bathroom fixtures, pesticide-free landscaping, weather-based smart controlled irrigation system to save 50% more water. Their most recent environmentally conscious program was the installation of Level 2 and Level 3 Electric Vehicle Charging Stations on November 29<sup>th</sup>.



### Mark Zelinski Book Launch "Heart of Turtle Island"

Governor General's Medal-winning photographer Mark Zelinski released images and stories from his latest book about the Niagara Escarpment, and the diverse Indigenous and settler communities that thrive along its rugged,



### Community Engagement, Outreach and Volunteers Q4 Report

curving path. Best known for his “Books That Heal” initiative, Mark has donated 7,000 copies of his photography books to 100 worldwide charities. His nine internationally acclaimed photography books include forewords by HRH Prince Philip, The Honourable Lincoln Alexander, HRH Prince Andrew, AFN Ontario Regional Chief Isadore Day and The Right Honourable Justin Trudeau. The NPCA is a proud sponsor of his new book “Heart of Turtle Island”, that features several conservation areas from the NPCA watershed. Signed books are available for sale at Ball’s Falls.

#### **Morningstar Mill Partnership Meeting**

NPCA staff from Ball’s Falls and the Main Office met with volunteers and staff that run Morningstar Mill in St. Catharines, to see how the organizations can partner and cross-promote sites. There are a number of similarities between the Morningstar Mill and the Grist Mill at Ball’s Falls. One possible partnership currently being discussed, is to share the cost of bringing a specialist in from Quebec to redress the Mill stones. There are very few specialists available to do this work, and both organizations have agreed to work together in order to try and keep costs down for this process.

#### **Stratus Winery Meeting**

Carol Marotta from Stratus Winery invited the NPCA for a tour of their LEED building, and to discuss future projects regarding the eight initiatives. Stratus Winery has been a partner for several years, helping with the building of blue bird boxes and the planting of a pollinator garden at their location in Niagara-on-the-Lake. Preserving the environment for future generations has always been part of winemaking at Stratus, and their vision has always included sustainability. Some of the factors included into their building and business practice are the use of recycled materials wherever possible, the installation of a super-insulated roof, geothermal heating and cooling, parking lot with stones that reduce light-reflected heat, and landscaping that includes native plants to avoid the use of pesticides and chemical fertilizers.

#### **School of Restoration Arts at Willowbank Meeting**

NPCA staff from Ball’s Falls and the Main Office met with Willowbank School in NOTL, to discuss possible partnership opportunities. Heritage trade demonstrations at our Festivals/Events were discussed as well as trading resources including the NPCA’s ecological expertise and Willowbank School knowledge of historical restoration. This will be a great partnership to develop for the future of the historical buildings at Ball’s Falls.

#### **NPCA Advisory Committee Meeting**

The NPCA Advisory Committee’s Terms of Reference were revised and approved at the September Board of Directors meeting. Three previous members were re-appointed and one new member was appointed to the Committee. The changes to the TOR included a change to the make-up of the Committee, creating 2 vacancies. An additional 2 vacancies were also declared in the public-at-large sector and the agricultural sector. The recruitment process to fill these vacancies began in October and ended December 31<sup>st</sup>. The last meeting of 2017 was held Thursday November 30<sup>th</sup> at the Ball’s Falls Centre for Conservation. Agenda items included a presentation by Todd MacDonald from Performance Concepts about the results of the 2014-2017 Strategic Plan review, an update on membership and

### Community Engagement, Outreach and Volunteers Q4 Report

recruitment to fill four vacancies. Members were also given an update on the Living Landscape Policy review, the Conservation Authorities Act, the MOU with the Niagara Region and the NPCA Announcements on its recent initiatives. The draft minutes will be circulated to the NPCA Board in the January agenda package.

#### **Port Colborne Environmental Advisory Committee Meeting**

The Community Outreach and Volunteer Coordinator attended the Port Colborne Environmental Advisory Committee meeting in November 2017. The NPCA has been attending these meetings in an advisory capacity, not as a voting member of the Committee, since January 2017.

#### **Children's Water Festival Steering Committee Meeting**

The Manager of Strategic Initiatives and the Community Outreach and Volunteer Coordinator attended the first steering committee meeting at the Niagara Region for the Niagara Children's Water Festival. The program will take place at Ball's Falls Conservation Area again in 2018 and the NPCA will continue to host a number of activity centres throughout the week with the assistance of both staff and volunteers.

#### **School Tree Plantings (McKay and A.N. Myer)**

To kick off the Million Tree Initiative, the NPCA provided tree planting events at A.N. Meyer school in Niagara Falls, and at McKay Public School in Port Colborne.



### Community Engagement, Outreach and Volunteers Q4 Report

#### Westmount Public School Presentation, Thorold

The Coordinator of Community Outreach and Volunteers presented at Westmount Public School in Thorold for a group of grade 6 students. The presentation was requested by the teacher on the topic of the Wainfleet Bog. The presentation covered the history of the bog, peat removal, the ecology of the site, restoration work, significant species that live there -including Massasauga rattlesnakes, and the Bog fires. The class was very engaged in the presentation and asked lots of questions. They were particularly excited that the NPCA brought our taxidermized snake – Fred, along for the presentation, as well as stickers and magnets.



#### McKay Public School Planting

### Q4 STATISTICS

**With the help of volunteers, the NPCA accomplished the following in 2017:**

- ✓ Removed 62 garbage bags full the invasive garlic mustard plant from our Conservation Areas
- ✓ Planted 357 trees and 3640 wildflowers
- ✓ Educated 7344 children through our educational programs and our camps
- ✓ Monitored over 94 Wildlife boxes in our Conservation Areas
- ✓ Painted 63 storm drains with the Yellow Fish Road™ symbol and the words “rainwater only” and distributed 394 door hangers informing citizens about the program
- ✓ Built 10 new wildlife boxes
- ✓ Hung 8 owl boxes at EC Brown Conservation Area
- ✓ Repaired the water wheel at the Grist Mill at Ball’s Falls for educational demonstrations/programs
- ✓ Assisted with the delivery of the Ball’s Falls Thanksgiving Festival, including set-up and clean-up
- ✓ Restored 110 acres
- ✓ Created 1.75 acres of wetland habitat (with the help of community partners)

Community Engagement, Outreach and Volunteers Q4 Report

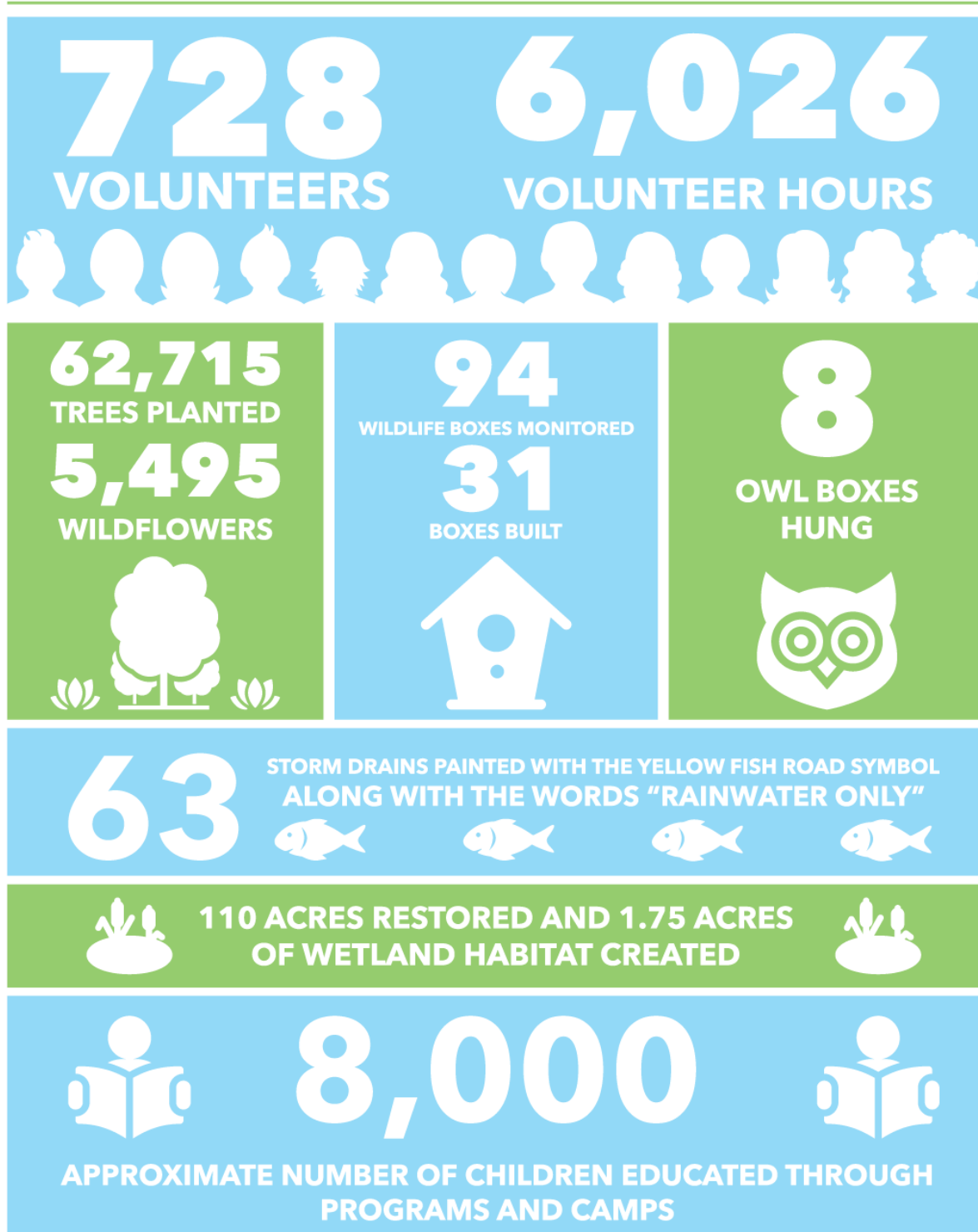
**Total volunteers (January to December 2017): 170 individual volunteers and 558 volunteers from community partners = 728 volunteers**

**Total volunteer hours: 6026 hours**

**Total new volunteer applications (January to December 2017): 51**

Community Engagement, Outreach and Volunteers Q4 Report

Highlights From 2017



## **Themes**

### **Correcting the Record**

In order to continue to correct the record on misinformation being presented to the public the following was undertaken:

- Media Releases
- Official Statements
- Rapid responses to valid social media
- Board Member Messaging
- Correcting the record with municipal councils (i.e. Port Colborne)
- Correcting the comments made at the Committee for Social Policy report inaccuracies

### **Brand Reparation**



















- The 8 Initiatives were launched and supporting documentation was prepared and distributed to a launch party held October 25, 2017
- Responses on social media were set as a priority
- Rebranding the nature plus pass and brochure
- Ball's Falls Wedding booklet, brochure and banners were prepared
- 2018 Educational Program's booklet was completed
- Npca.ca website RFP was prepared and sent out for tender
- Revamping Board of Director bios for new website

### **Social Media**

- Since October 2017, NPCA and Conservation Areas' social media (Facebook, Twitter, and Instagram) have been increasingly used to share more positive, proactive messages
- Twitter has 63 more followers, with an average of 17 additional followers each month.
- Facebook continues to get more likes, follows, and shares, and engagement increases every single day.
- Communications team will continue to update all social media pages to get to the same level as other Conservation Authorities, and populating pages on a regular basis with positive content.
- Buffer, a social media scheduling application, was purchased for better scheduling of posts across all platforms. In the near future, all staff will be trained to use this system.

The comparison chart found below shows that NPCA is placed as #4 among similar Conservation Areas. This is a huge step in the right direction, as our social media has only been fully active for a couple of months. It is important to note that while our page likes are not as high as Hamilton and GR Conservation Areas, the speed and level at which we are improving, as well as our engagement, is much higher.



Page		Total Page Likes	From Last Week	Posts This Week	Engagement This Week
1	 Hamilton Conservation ...	15.6K 	▲ 0.1%	12	207 
2	 Grand River Conservati...	7.6K 	▲ 0.2%	12	140 
3	 Conservation Halton	5.9K 	▲ 0.2%	5	81 
YOU					
4	 Niagara Peninsula Con...	5.5K 	▲ 2.6%	9	2K 
Keep up with the Pages you watch. <a href="#">Get More Likes</a>					
5	 Credit Valley Conservat...	4.9K 	▲ 0.1%	8	102 
6	 Toronto and Region Co...	4.5K 	0%	14	231 

## Positive Storytelling

- Focus on highlighting our good work including: source water protection promotion, Advisory Committee solicitation, RAP tour, flood forecasting, elf on the shelf campaign for holidays
- Continue to promote and highlight the Ball's Falls Thanksgiving Festival (social, radio, print)
- Rebranding of the Ball's Falls Thanksgiving Festival
- Communications team met with all superintendents for Binbrook, Ball's Falls, Long Beach, and Chippawa, to discuss communications needs for the upcoming year so that we can plan ahead
- Media training was provided in two separate occasions, one for corporate staff, and another one for front-line staff. This media training will allow us to proactively tell our stories, and offer our staff as the expert's media should go to for certain topics. I.e. Source Water Protection, flooding/erosion, water quality, planning and permits, etc.

## Source Water Protection

- The Communications team participated in several Conservation Ontario discussions and webinars on Source Water Protection
- Upon meeting with Jayme Campbell, there has been more promotion around this topic, especially on social media
- The Communications team has agreed to take on the responsibility of maintaining SWP website, and helping Jayme create an email list for future correspondence on the topic

## Conservation Awards

- A member of the Communications Team is part of the planning committee for the 2018 Conservation Awards
- Communications materials to support this event will include social media activity, posters, social graphics, invite card, and an agenda for the night of the event.

#### **Watershed Report Card**

- The Communications team, alongside various other staff members in the watershed department, have been working diligently to complete the 2018 Watershed Report Card. Deadline is March 2018.

#### **NPCA Christmas Party 2017**

- Communications team assisted in the planning of the 2017 Christmas party which took place at Stone Mill in St. Catharines
- Staff enjoyed a winter morning/afternoon, partaking in planning activities, games, delicious food, awards, and more.

#### **Events attended:**

1. DEALTA & WEARTH planting and dinner
2. Ceremonial Tree Planting for Canada's 150<sup>th</sup> at Niagara Region
3. Planting at A.N. Myer
4. St. Catharines City Council meeting
5. Pen Centre Charging Station unveiling
6. Niagara Tourism Network events

#### **NPCA Board Meetings - Live-Stream Results 2017**

Month	Peak Viewers	Total Views	Average View Duration
January	57	135	11:13
February	20	130	21:50
March (Special)	14	177	14:27
March	18	166	14:21
April (Special)	22	214	8:24
April	13	178	12:13
May	13	143	17:43
June	12	63	25:14
July	15	55	29:10
September	20	188	17:52
October	14	142	9:48
November	7	42	32:12
Monthly Combined Average	19	136	17:52

## **Q4 status report – Clerks, Administration**

### **Administration**

- ❖ Auditor General of Ontario
  - Working together with staff to assist the Auditor General of Ontario, in house team, in compiling information at their request.
- ❖ Training
  - Ongoing discussions with staff to inquire and ensure we are providing the most appropriate training to assist staff looking to plan for professional and personal growth within the organization and assist management with succession planning
    - In addition to the above, hope to identify and train an individual who will assist with Corporate Records Management.

### **Clerks**

- ❖ Agenda and Minute Templates
  - Templates that are in-line with Municipal and Regional formats have been completed and rolled out to the Full Authority, Source Protection Authority and all Standing Committees
- ❖ eSCRIBE – Agenda and Meeting Management Software Program
  - Clerks expects to have a full report on this program within the first Quarter of 2018
- ❖ Review of Conservation Authority Regulation #1 and #2
  - Clerks is currently reviewing Regulations 1 and 2 and expects to have a report on possible amendments in the first Quarter of 2018



**NIAGARA PENINSULA CONSERVATION AUTHORITY (NPCA)  
AUDIT COMMITTEE  
MEETING MINUTES**

Tuesday, December 12, 2017  
1:00 p.m.  
Ball's Falls Centre for Conservation  
Boardroom  
3292 Sixth Avenue, Jordan, ON

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**MEMBERS PRESENT:** B. Baty  
S. Beattie  
M. DiFruscio  
P. MacPherson  
T. Quirk (Committee Chair)

**MEMBERS ABSENT:** S. Annunziata (Chair)  
J. Kaspersetz (Vice-Chair)

**STAFF PRESENT:** D. Barrick, Senior Director, Corporate Services  
J. Wallace, Manager Finance  
L. McManus, Clerk/ Executive Coordinator

**OTHERS PRESENT:** S. Plugers, CPA, CA, KPMG Senior Manager

<p><b>NOTE:</b> 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. <i>NPCA Board of Directors Policy Handbook Regulation #2, Meeting Procedures Sec.16.0</i></p>
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The Board Chair called the meeting to order at 1:00 p.m.

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## 1. ROLL CALL

The Committee Chair welcomed all to the meeting.

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## 2. ADOPTION OF AGENDA

### 2.1 Addition of Items

There were no additional items.

2.2 Change in Order of Items

There were no changes in the order of items.

2.3 Motion to adopt Agenda

Resolution No. AC-08-17

Moved by Board Member MacPherson

Seconded by Board Member Baty

That the agenda **BE ADOPTED** as presented.

**CARRIED**

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3. DECLARATION OF INTEREST

There were no declarations of interest.

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4. PRESENTATIONS (and/or Delegations)

There were no presentations.

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5. ADMINISTRATIVE BUSINESS

There were no administrative business items.

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6. BUSINESS FOR INFORMATION

There were no business items for information.

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7. BUSINESS FOR CONSIDERATION

7.1 Audit Planning Report – For the year ended December 31, 2017

Resolution No. AC-09-17

Moved by Board Member Beattie

Seconded by Board Member DiFruscio

That the Audit Planning Report for the year ended December 31, 2017 **BE RECEIVED**; and

That the Audit Cycle and Timetable, highlighted on page 13 of the Planning Report **BE APPROVED**.

**CARRIED**

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8. BUSINESS – In Camera

There were no in-Camera items.



## 9. NEW BUSINESS

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There were no new business items.

## 10. ADJOURNMENT

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There being no further business, the Audit Committee meeting adjourned at 1:28 p.m. with the following resolution;

Resolution No. AC-10-17

Moved by Board Member Baty

Seconded by Board Member MacPherson

That the Audit Committee Meeting **BE NOW ADJOURNED.**

**CARRIED**

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Tony Quirk,  
Audit Committee Chair,

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Lisa McManus,  
Clerk to the Authority

**NIAGARA PENINSULA CONSERVATION AUTHORITY (NPCA)  
ADVISORY COMMITTEE  
MEETING MINUTES**

Wednesday, November 30, 2017  
5:30 P.M.  
Ball's Falls  
Centre for Conservation – Glen Elgin Room  
3292 Sixth Avenue, Jordan, ON

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**MEMBERS PRESENT:** S. Annunziata (Chair)  
M. Edwards  
H. Korrosis  
J. Whyte  
D. Pont

**MEMBERS ABSENT:** J. Jordan  
D. Dick

**STAFF PRESENT:** M. Brickell, Chief Administrative Officer/Secretary-Treasurer  
G. Furtney, Acting Director, Watershed Management  
K. Royer, Community Outreach & Volunteer Coordinator

S. Annunziata called the meeting to order at 5:35PM

## 1. ROLL CALL

- 1.1 S. Annunziata welcomed all in the meeting, including new member Derrick Pont from Métis Niagara.

## 2. PRESENTATIONS (and/or Delegations)

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### 2.1 Presentations

- 2.1.1 Todd MacDonald, Performance Concepts, provided committee members with an update respecting the NPCA 2014-17 Strategic Plan – An Evidence-Based Progress Evaluation. Topics of the update included:
- Introduction and Background
  - Situation Analysis
  - NPCA Strategic Planning Cycles Connect
  - Key Question: Did the NPCA 2014-17 Strategic “Change Plan” Actually Work?
  - Progress Maps
  - Governance & Accountability

- Financial /HR Control Systems
- Asset and Land Management
- Permitting & Development Advisory Services
- Policy Framework Development
- Effective Communication with Stakeholders and Public
- Overall Assessment Grade in 2017
- Improvement Opportunities

2.1.1.1 NPCA Strategic Plan (2014-2017) and Evidence Based Progress Evaluation presentation be received

Moved by H. Korosis  
Seconded by M. Edwards

One of the members asked for the process for the next strategic plan. S. Annunziata confirmed that the Strategic Plan Committee, consisting of 5 NPCA Board Members, met today for the first time to lay the groundwork for the 2018-2021 Plan. J. Whyte asked if the Board would be sharing the information about the improvements to the organization with the public. S. Annunziata noted that at the November 15<sup>th</sup> NPCA Board meeting the Board put forward a resolution that a communication strategy be created based on this presentation.

2.2 Delegations

2.2.1 None.

### 3. ADMINISTRATIVE BUSINESS

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3.1 Approval of Draft Minutes

3.1.1 Community Liaison Advisory Committee Minutes – March 23, 2017

Moved by H. Korosis  
Seconded by J. Whyte

That the CLAC minutes of the meeting held on March 23, 2017 **BE APPROVED** as presented.

**CARRIED**

3.2 Membership update

K. Royer gave a presentation about updates to the Terms of Reference for the NPCA Advisory Committee. Topics of the update included:

- Change of name from Community Liaison Advisory Committee to the NPCA Advisory Committee
- language for what to do for an extended absence
- Roles of members as liaison between the NPCA and their respective stakeholder group
- new member representative for user/volunteer group
- new member for urban/rural planning
- new member for Métis Niagara
- calls for expression of interest for 4 vacancies
  - agriculture
  - user/volunteer
  - urban/rural planning
  - public-at-large

The presentation will be circulated to members after the meeting as well as the link for the Calls for Expression of Interest.

## 4. BUSINESS FOR INFORMATION

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### 4.1 Update on the Living Landscape

4.1.1 M. Brickell gave a verbal update about the Living Landscape Project. He informed the members that the commenting period has been extended to December 31<sup>st</sup> 2017 and will not be extended again. The website link will be shared with members after the meeting to receive comments/feedback. It is hoped that there will be a draft document by early spring and that it will be recirculated to the public at that time. S. Annunziata reiterated that members should share this information with their sector groups/partners, etc.

### 4.2 Update on Conservation Authorities Act, Bill 139

M. Brickell gave a presentation on the Conservation Authorities Act review. He noted that the Conservation Authorities Act (CAA) has been reviewed for 2 and a half years and is now at the 3<sup>rd</sup> reading stage. The next step is the Royal Assent where the bill will be signed and it becomes law. M. Brickell gave a summary of the proposed changes. The presentation will be circulated to the members after the meeting. S. Annunziata noted that the NPCA is pleased with the changes to Bill 139 as many have already been implemented and the NPCA will be in good shape when it comes to changes.

### 4.3 Update on Memorandum of Understanding with the Niagara Region

M. Brickell gave a verbal update on the status of the Memorandum of Understanding (MOU) between the Niagara Region and the NPCA. M. Brickell noted that the MOU is related to services the NPCA does on behalf of the Niagara Region. The NPCA believes that whoever owns the policy is the best person to administer the policy. M. Brickell pointed out that the MOU caused a lot of confusion for the public about planning applications. He further noted that based on the changed MOU, the NPCA has eliminated 2 positions in the planning department and that the NPCA is confident that it can handle the workload and if not it will re-adjust. M. Brickell explained that the NPCA primarily regulates water features and regulates wetlands on behalf of the Province in accordance with the Provincial Policy Statement. It is hoped that this will improve the customer service experience for residents submitting planning applications.

M. Edwards raised some concerns about an irrigation pipe on one of the NPCA Conservation Areas. S. Annunziata noted that the NPCA will look into this matter.

*Note: Since the meeting K.Royer has passed this information on to the NPCA Operations staff.*

### 4.4 NPCA Announcements

M. Brickell presented the recent NPCA Announcements on its biggest, boldest and most robust initiatives ever. He circulated a new pamphlet about the initiatives and gave an overview of each. These initiatives include:

- 100 year land acquisition plan
- 100 year water quality improvement program
- new partnerships/dialogue with the people of the watershed
- leading and learning organization
- planting 1 million trees and 3 million native plants
- taking a lead role in climate change mitigation
- innovative technology and data integration
- establishment of annual watershed champions awards program

That the NPCA Our Waters, Our Lands, Our Legacy, Our Life presentation be received

Moved by J. Whyte  
Seconded by M. Edwards

J. Whyte noted that there may be ways for the development community to help with these initiatives. D. Pont also noted that he recently worked with Walker Industries to help with species at risk and finding the right combination of plants and trees.

**CARRIED**

## 5. OTHER BUSINESS

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- 5.1 M. Edwards expressed some concerns over the recent court cases involving the NPCA and the overall public perception of the organization. S. Annunziata committed that the NPCA will do a better job of communicating with the public and sharing the good news stories. H. Korosis noted that the NPCA should respect the rule of the law and that there is a process for that if you disagree. He further noted that the NPCA is not helping itself by getting involved with the media/social media – it is difficult to build positive community outreach when comments are circulated by NPCA Board members.

## 6. ADJOURNMENT

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There being no further business, the NPCA Advisory Committee meeting adjourned at 7:53PM.

Moved by D. Pont  
Seconded by H. Korosis

That the NPCA Advisory Committee Meeting **BE NOW ADJOURNED.**

**CARRIED**



**Report To:** Board of Directors

**Subject:** Annual Bank Borrowing Resolution 2018

**Report No:** 10-18

**Date:** January 24, 2018

---

**RECOMMENDATION:**

1. That Report No. 10-18 respecting the Annual Bank Borrowing Resolution 2018 **BE RECEIVED**; and

WHEREAS Section 3(5) of *The Conservation Authorities Act* authorizes Conservation Authorities to borrow such monies as may be required until the payment of any grants and levies; and

WHEREAS the Niagara Peninsula Conservation Authority deems it appropriate to borrow such sums, with the total borrowed amount not to exceed \$800,000 at any one time in the year of 2018 to meet approved administration, maintenance and capital expenditures;

NOW THEREFORE BE IT RESOLVED:

2. That the Niagara Peninsula Conservation Authority **BE AUTHORIZED** to borrow from time to time from a Financial Institution by way of an overdraft agreement executed and signed by the Chair and the Secretary-Treasurer of the Niagara Peninsula Conservation Authority, with the total amount not exceeding \$800,000 at any one time in 2018 to meet approved administration, maintenance and capital expenditures.

**BACKGROUND**

Each year a resolution is required from the Authority allowing for the borrowing of funds as may be required for its operations and projects. The current financial position of the NPCA has not resulted in the Authority borrowing funds over the last several years. While it is not anticipated that the Authority will be required to borrow funds for the 2018 budget year, the Financial Institution requires that NPCA have borrowing approvals in place should the need arise.

**Prepared by:**



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**David Barrick**  
Senior Director, Corporate Resources

**Submitted by:**



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**Mark Brickell**  
CAO/Secretary Treasurer

*This report was prepared with the consultative input from John Wallace, Manager of Finance.*

**Report To:** Board of Directors

**Subject:** Floodplain Mapping Update in the City of St. Catharines  
(Supported by the National Disaster Mitigation Program)

**Report No:** 11-18

**Date:** January 24, 2018

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**RECOMMENDATION:**

1. That Report No. 11-18 respecting the Floodplain Mapping Update in the City of St. Catharines (Walker Creek and Beamer Creek (Supported by the National Disaster Mitigation Program) **BE RECEIVED**;
2. That NPCA Staff **BE DIRECTED** to commence a Floodplain Mapping Project to update Floodplain Mapping in the City of St. Catharines (Walker Creek and Beamer Creek);
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 \$50,000 of matching funds to undertake the above project; and
4. That the NPCA Board **DIRECT** staff to utilize the Flood Protection Services Capital Reserve account to cover the remaining portion of the cost 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 \$50,000.00 toward the proposed Floodplain Mapping Update in the City of St. Catharines (Walker Creek and Beamer Creek) 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 1987, floodplain mapping was generated for Walker Creek and Beamer Creek located on the east side of the City of St. Catharines (as indicated on the attached ‘Walker Creek & Beamer Creek Floodplain Mapping’ sketch). Approximately 113 private properties, including 41 buildings were identified as being located within the 100-year flood hazard zone.

As it has been 30 years since this floodplain mapping had been generated, the NPCA is proposing to update the floodplain mapping for these two urban watercourses utilizing the most up-to-date digital mapping, modelling techniques, and climatic data sets.

### **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 September 2016, the NPCA applied to have the proposed Floodplain Mapping Update in the City of St. Catharines 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 more accurately generate approximately 7.0 linear kilometers of floodplain in the City of St. Catharines. The estimated cost to undertake this project (complete with public engagement) is \$100,000 over a 10-month time frame. The NDMP program would provide a maximum grant of \$50,000 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 the City of St. Catharines' Planning Director and the Region of Niagara's Emergency Services Division Chief (please see attached correspondence).

In July 2017, the NPCA received confirmation that this project was approved for funding up to a maximum of \$50,000. In November 2017, the NPCA received a copy of the Ontario Transfer Payment Agreement which would allow for the transfer of money from 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:**

The NPCA estimates that this project can be completed for a cost (not to exceed) \$100,000. Should the NPCA Board approve this project, the NPCA will then issue a Request for Proposal to retain a qualified engineering firm through a competitive consultant selection process.

The \$50,000 required by the NPCA to fund the Floodplain Mapping Update in the City of St. Catharines is proposed to be taken from the 'Flood Protection Services Capital Reserve' account.

**RELATED REPORTS AND APPENDICES:**

1. Ontario Transfer Payment Agreement
2. Walker Creek and Beamer Creek Current Floodplain Mapping Sketch

**Prepared by:**



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**Gregg Furtney**  
**Acting Director, Watershed Management**

**Submitted by:**



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**Mark Brickell**  
**CAO/Secretary Treasurer**

This report was prepared in consultation with Steve Miller, P.Eng. Manager Water Resources & Restoration.

**ONTARIO TRANSFER PAYMENT AGREEMENT**

**THE AGREEMENT**, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 (the “**Effective Date**”)

**B E T W E E N :**

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Municipal Affairs  
(the “Province”)**

**- and -**

Niagara Peninsula Conservation 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
- Schedule “G” - Aboriginal Consultation, and
- any amending agreement entered into as provided for below,

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

**COUNTERPARTS**

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

**AMENDING THE AGREEMENT**

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



ACKNOWLEDGEMENT

The Recipient:

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

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as  
represented by the Minister of Municipal Affairs

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**

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**1.0 INTERPRETATION AND DEFINITIONS**

**1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

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

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

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

“**Budget**” means the budget attached to the Agreement as Schedule “D”.

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

“**Event of Default**” has the meaning ascribed to it in section 15.1.

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

“**Funding Year**” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“**Funds**” means the money the Province provides to the Recipient pursuant to the Agreement.

“**Indemnified Parties**” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“**Maximum Funds**” means the maximum amount the Province will provide the Recipient under the Agreement as set out in Schedule “B”.

“**Notice**” means any communication given or required to be given pursuant to the Agreement.

“**Notice Period**” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“**Party**” means either the Province or the Recipient.

“**Project**” means the undertaking described in Schedule “C”.

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

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

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

**2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

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

- (a) it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.0; and
- (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

**3.0 TERM OF THE AGREEMENT**

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

**4.0 FUNDS AND CARRYING OUT THE PROJECT**

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

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the Payment Plan attached to the

Agreement as Schedule “E”; and

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

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 12.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information provided by the Recipient pursuant to section 7.1;
- (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 lesser 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.

**7.3 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.
- 11.3 **Province’s Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other’s counsel.
- 11.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 11.5 **Recipient’s Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

**12.0 INSURANCE**

- 12.1 **Recipient’s Insurance.** The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out in Schedule “B” per occurrence. The policy will include the following:
- (a) the Indemnified Parties, 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.
- 12.2 **Proof of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 12.1. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

**13.0 TERMINATION ON NOTICE**

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

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

**14.0 TERMINATION WHERE NO APPROPRIATION**

**14.1 Termination Where No Appropriation.** If, as provided for in section 4.2(d) 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 Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

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

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

## 16.0 FUNDS AT THE END OF A FUNDING YEAR

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

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

## 17.0 FUNDS UPON EXPIRY

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

## 18.0 REPAYMENT

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

the Province may:

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

18.2 **Debt Due.** If, pursuant to the Agreement:

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

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

18.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

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

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

19.0 **NOTICE**

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

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

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

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

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

20.0 **CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

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

21.0 **SEVERABILITY OF PROVISIONS**

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

22.0 **WAIVER**



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

23.0 **INDEPENDENT PARTIES**

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

24.0 **ASSIGNMENT OF AGREEMENT OR FUNDS**

24.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.

24.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

25.0 **GOVERNING LAW**

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

26.0 **FURTHER ASSURANCES**

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

27.0 **JOINT AND SEVERAL LIABILITY**

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

28.0 **RIGHTS AND REMEDIES CUMULATIVE**

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

29.0 **ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES**

29.1 **Recipient Acknowledges.** The Recipient:

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

**30.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

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

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

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

**31.0 SURVIVAL**

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

**- END OF GENERAL TERMS AND CONDITIONS -**

SCHEDULE “B”

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$ 50,000.00
Expiration Date	March 31, 2020
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	<p><b>Name:</b> Ministry of Municipal Affairs</p> <p><b>Address:</b> 777 Bay Street, Toronto, Ontario M5G 2E5, 16<sup>th</sup> Floor</p> <p><b>Attention:</b> Mike Love; Helen Collins</p> <p><b>Fax:</b> 416-585-7292</p> <p><b>Email:</b> mike.love@ontario.ca; helen.collins@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p><b>Name:</b></p> <p><b>Address:</b></p> <p><b>Attention:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

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 “C” and Schedule “D” 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 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 City of St. Catharines, 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 1987 floodplain mapping studies.
Description
<p>This study will undertake the necessary hydrologic and hydraulic analysis in order to update the 100 year return period floodlines for watercourses in the City of St. Catharines (approximately 7km linear floodplain) in the Region of Niagara. Please refer to the attached map of the study area.</p> <p>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.</p>
Expected Outcomes
<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
Official Languages
<div><div>1.</div><div>Ontario will follow the language legislation and/or policies of its own jurisdiction.</div></div> <div><div>2.</div><div>Ontario will consider the needs of official language minority communities in relation to any stakeholder engagement activity.</div></div> <div><div>3.</div><div>In carrying out the projects, Ontario agrees to take into consideration the needs of official language minority communities in Ontario.</div></div>



Activities	Tasks	Deliverable(s)/ Product(s)	Resources	Timelines (Start / End Dates)	Considerations/ Comments
Hydrology Model Generation	<ul style="list-style-type: none"><li>- Data Collection (land use, soils, topography, etc)</li><li>- Climate Data Analysis</li><li>- Model Calibration</li><li>- Finalize Hydrology Report</li></ul>	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.	May 1, 2017 – October 1, 2017	
Hydraulic Model Generation	<ul style="list-style-type: none"><li>- Field Surveys</li><li>- Incorporate NPCA's Digital Elevation Model into selected Hydraulic model.</li><li>- Model Calibration</li><li>- Model Validation</li></ul>	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.	October 1, 2017 – February 1, 2018	
Map the floodplain	<ul style="list-style-type: none"><li>- Indicate the elevation of the peak flood flows on detailed and accurate base maps.</li></ul>	-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.	February 1, 2018 – March 30, 2018	

SCHEDULE “D”  
BUDGET

Revenues for Fiscal Year (April 1 – March 31)  
2017 – 2018

Project Title: Floodplain Mapping Update in the City of St. Catharines, in the Region of Niagara

Government Funding (municipal, provincial, territorial and federal)	Amount
Public Safety	\$50,000.00
Province of Ontario	\$50,000.00
Subtotal – Cash	\$100,000.00
Province of Ontario	\$6,000.00
Subtotal – In-kind <i>(The maximum amount of in-kind contribution may not exceed 15% of the partner contribution)</i>	\$6,000.00
Total Government Funding <i>Government assistance: 100% (municipal, provincial, territorial, and federal) in this fiscal year of the project.</i> <i>(Federal Government assistance cannot exceed a total of 50% of eligible costs for the total project, covering all fiscal years)</i>	\$106,000.00
Non-government Funding and other	
Subtotal – Cash	\$0.00
Subtotal – In-kind <i>(The maximum amount of in-kind contribution may not exceed 15% of the partner contribution)</i>	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$106,000.00

- 1. Cash: actual dollar value or revenues/funding received
- 2. 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 Update in the City of St. Catharines, in the Region of Niagara

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government Funding	Non- Government Funding and other	Total
Flood mapping and forecasting.	\$50,000.00	\$50,000.00		\$100,000.00
Subtotal – Cash	\$50,000.00	\$50,000.00	\$0.00	\$100,000.00
Professional services support		\$6,000.00		\$6,000.00
Subtotal – In-kind		\$6,000.00	\$0.00	\$6,000.00
<b>Total Expenditures:</b>	<b>\$50,000.00</b>	<b>\$56,000.00</b>	<b>\$0.00</b>	<b>\$106,000.00</b>

- 1. Cash: actual dollar value or revenues/funding received
- 2. In-Kind: non-cash input which is given a cash value

SCHEDULE “E”

PAYMENT PLAN

Progress Payments (as applicable)

July 26, 2017 to March 31, 2018	
Reporting Due Dates	Scheduled Payment Date
October 13, 2017	December 12, 2017
April 10, 2018	June 13, 2018
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
April 1, 2019 to March 31, 2020	
Reporting Due Dates	Scheduled Payment Date
October 11, 2019	December 12, 2019
April 10, 2020	June 12, 2020
Final Payment (Holdback) at the end of the agreement	
Reporting Due Dates	Scheduled Payment Date
No more than forty-five (45) days after the project’s stated end date	No more than sixty (60) days after the Province’s approval of the final financial statement and final project report

Final Payment (Holdback) at the end of the Agreement
<ul style="list-style-type: none"><li>Final Payment (holdback) = 3% of the Province’s contribution amount.</li><li>Final payment (holdback) from the Province is released upon receipt and approval of the Final Project Report and the final financial statement</li><li>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.</li></ul>

**SCHEDULE “F”**  
**REPORTING**

July 26, 2017 to March 31, 2018		
Reporting Due Dates	Period Covered for payments	Required Reports
October 13, 2017	July 26, 2017 to September 30, 2017 (Q1 and Q2)	<ul style="list-style-type: none"><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 style="list-style-type: none"><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 Dates	Period Covered for payments	Required documents
October 12, 2018	April 1, 2018 to September 30, 2018 (Q1 and Q2)	<ul style="list-style-type: none"><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 style="list-style-type: none"><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, 2019 to March 31, 2020		
Reporting Due Dates	Period Covered for payments	Required documents
October 11, 2019	April 1, 2019 to September 30, 2019 (Q1 and Q2)	<ul style="list-style-type: none"><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, 2020	October 1, 2019 to March 31, 2020 (Q3 and Q4)	<ul style="list-style-type: none"><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.

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 in this Schedule.

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

Province / Territory: \_\_\_\_\_

Project Title: \_\_\_\_\_

Project Report Type: \_\_\_\_\_ (“Interim” or “Final”)

Reporting period: \_\_\_\_\_ – \_\_\_\_\_  
(enter start date) (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.					

## SCHEDULE “G”

### Aboriginal Consultation

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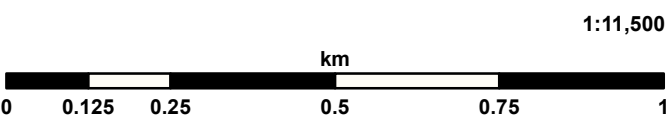
**The Recipient will perform the following activities in relation to contacting any Aboriginal Group including any First Nation Band Council potentially affected by the Project:**

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.

# Walker Creek & Beamer Creek Floodplain Mapping



- Local Streets
- Regional Roads
- Watercourses
- Waterbodies
- NPCA Jurisdiction
- Current Floodplain Mapping
- Subwatersheds



All Frames: North American Datum 1983, Universal Transverse Mercator 6° Projection, Zone 17N, Central Meridian 81° West. Produced by the Niagara Peninsula Conservation Authority with data supplied under licence by members of the Ontario Geospatial Data Exchange, 2016.



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**Report To:** Board of Directors  
**Subject:** Non-Union Compensation  
**Report No:** 12-18  
**Date:** January 17, 2018

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**RECOMMENDATION:**

1. That Report No. 12-18 respecting Non-Union Compensation **BE RECEIVED**; and
2. That the Niagara Peninsula Conservation Authority (NPCA) Board **APPROVE** the recommended Cost of Living Adjustment (COLA) increase of 2.25% for Non-Union staff.

**PURPOSE:**

To provide recommendation in consideration of compensation for the NPCA Non-Union positions by seeking Board direction on the recommended Annual Economic increase.

**BACKGROUND**

2018 Union approved Annual Economic increase is 2.25%

2017 Union approved Annual Economic increase was 1.75%

2017 Non-Union approved Annual Economic increase was 1.25%

To maintain disparity and avoid compression between the union and Non-Union grids, it is recommended that Annual Economic increases between union and Non-Union staff are comparable. In addition, it prevents differential treatment that negatively impacts morale. This also ensures competitive compensation within the market in order to retain and attract high performing professional and managerial employees.

**FINANCIAL IMPLICATIONS:**

The total cost of the recommended 2.25% increase to Non-Union staff has been accounted for in the approved 2018 budget.

**Prepared by:**



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**Misti Ferrusi**  
**Human Resources Consultant**

**Submitted by:**



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**Mark Brickell**  
**CAO/ Secretary-Treasurer**

**Report To:** Board of Directors

**Subject:** Burlington Beach Rentals – Facility Use Agreement Renewal

**Report No:** 13-18

**Date:** January 24, 2018

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**RECOMMENDATION:**

1. That Report No. 13-18 respecting the Burlington Beach Rentals – Facility Use Agreement Renewal **BE RECEIVED**; and
2. The NPCA Board of Directors **AUTHORIZE** the CAO to enter into a one (1) year Facility Use Agreement, attached as Appendix 1, with Burlington Beach Rentals to operate at Binbrook Conservation Authority.

**PURPOSE:**

For the Board to consider renewing the Burlington Beach Rentals (BBR) agreement for continued expansion of water-related activities at the Binbrook Conservation Area.

**BACKGROUND:**

In June 2017, the Board received an unsolicited proposal from Burlington Beach Rentals (Appendix 2). At its June 28, 2017 meeting, the Board passed the following resolution, *“THAT the NPCA Board of Directors, DIRECT the CAO to enter into a one (1) year Facility Use Agreement with Burlington Beach Rentals, to operate at Binbrook Conservation Area,”* thereby allowing them to operate at Binbrook CA from June 29 to September 30<sup>th</sup>, 2017.

With only a small sample size and inclement weather in 2017, the owner of BBR is interested in establishing an earlier start, commencing May 14, 2018 and terminating on September 14, 2018.

**DISCUSSION:**

BBR is a beach equipment rental company that focuses on providing services, classes, products, and events to Beach and Park Patrons. The company strives to create a “staycation” atmosphere that would allow all Binbrook Conservation Area patrons to enjoy the same amenities that they would at a resort on a tropical vacation.

BBR was first established in 2011. The company started operating at Beachway Park in Burlington in 2013 after they were the successful bidders of a City of Burlington Request for Proposal. The company has since built and operated a successful business at Beachway Park that has brought fun to the beach, engaged City residents, while growing tourism in the area. They have built relationships within the community including municipal, regional, and private organizations. They are heavily involved with The Hamilton Halton Brant Regional Tourism Association, and the company owner has a seat on the City of Burlington Tourism Marketing Committee and Tourism Cycling Committee.

To create the “staycation” atmosphere BBR will offer rental equipment to Binbrook Conservation Area patrons which will include paddle boats, stand up paddle boards, kayaks, and turbo tube inflatable boats. In addition, they will offer certified in water classes such as stand up paddle boarding and stand up paddle board yoga, as well as on land classes such as outdoor yoga. To further the “staycation” feel, BBR will also rent beach equipment such as resin Muskoka chairs, SportBrella’s, and personal lockers.

BBR also plans to offer corporate and private group services which include guided paddles and hikes and special “Full Moon” events. Full Moon events/ activities are activities and classes done under a full moon.

Lastly, BBR will also transform and expand our existing beach store into a full-service store that will include items to enhance the visitors experience such as sunscreen, towels, beach toys, as well as other beach needs.

BBR offers a concept with rental equipment and outdoor classes that NPCA staff has been looking to provide its customers at Binbrook Conservation area. This business concept will fit with the existing operating business at Binbrook Conservation Area and will certainly mesh with future plans and the Master Plan improvements proposed at the park.

#### **FINANCIAL IMPLICATIONS:**

The proposed monthly rent is \$1,100 per month, for 4 months a year, plus 56% commission on NPCA owned Boats with the addition of potentially new or existing patrons using the park more frequently and paying our NPCA admission rates.

BBR staff are all First Aid and CPR certified, with boating licenses. They will have 2 staff members on site at all times during park operating hours. All waivers that the company has their customers sign have been reviewed and approved by their legal team and will be updated to include and cover Binbrook Conservation Area and the Niagara Peninsula Conservation Authority. The company currently has \$3 Million insurance coverage with Lloyds of London. Their current insurance policy will be extended to cover the activities and business at Binbrook Conservation Area and cover the NPCA.

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

Appendix 1 - 2018 Burlington Beach Rentals DRAFT lease agreement

Appendix 2 –Unsolicited Proposal from Burlington Beach Rentals

**Prepared by:**



**David Barrick**  
**Senior Director, Corporate Resources**

**Submitted by:**



**Mark Brickell**  
**CAO/Secretary Treasurer**

*This report was prepared with the consultative input from Adam Christie, Manager, Strategic Initiative and Capital Assets.*

THIS FACILITY USE AGREEMENT made in triplicate this            Day of            2018.

BETWEEN:

THE NIAGARA PENINSULA CONSERVATION AUTHORITY

**Hereinafter called the *AUTHORITY***  
OF THE FIRST PART

-and-

BURLINGTON BEACH RENTALS

OF THE SECOND PART

WHEREAS Burlington Beach Rentals are desirous of entering into a Facility Use Agreement with the AUTHORITY to use and maintain dedicated space at Binbrook Conservation Area for the purpose of operating a Seasonal business providing services, classes, products, and events to enhance the visitor experience at the park from Monday May 14<sup>th</sup>, 2018 to September 14<sup>th</sup>, 2018.

NOW THEREFORE herein contained and subject to the terms and conditions hereinafter set out, the parties agree as follows:

(1)    Transfer of Agreement

Burlington Beach Rentals shall not assign or transfer this Agreement without consent from the AUTHORITY.

(2)    Site Requirements

Burlington Beach Rentals shall have use of the existing store, storage area, gravel patio, and boat launch at Pavilion #3, half of the kayak condos, as well as any additional shoreline frontage and/or beach frontage available and agreed upon by the Manager, Strategic Initiatives, Park Superintendent, or their designate.

With the site superintendents permission Burlington Beach Rentals may leave some heavy items in the workshop.

(3)    Electrical/ Water Connections

The Niagara Peninsula Conservation Authority at Binbrook Conservation Area will supply existing electrical connections and water to the existing

retail and boat rental facility space at Pavilion #3. Any additional work needed by Burlington Beach Rentals will need to be discussed with the Park Superintendent or his/her designate prior to taking place.

(4) Capital Investment

The Niagara Peninsula Conservation Authority will not be adding any capital investment to aid Burlington Beach Rentals in their operation.

Any proposed capital investment, relating to or on behalf of the facilities and infrastructure at Binbrook Conservation Area by Burlington Beach Rentals, must be discussed, prior to work or purchase, with the Park Superintendent or his/her designate.

(5) Amenities

Burlington Beach Rentals and its patrons will have use of the Binbrook Conservation Area washrooms and parking lots. A portable washroom will be placed for close to pavilion 3 for Burlington Beach rental use. Use of the pavilion will be considered when available and with permission from the Park Superintendent or his/ her designate.

(6) Services

Burlington Beach Rentals will be notified before the beginning of the season scheduled events that will impact their business.

The Authority will allow Burlington Beach Rentals to promote their services to all of the Authorities pavilion rentals

Burlington Beach Rentals will be granted exclusive right to rent stand up paddleboards, kayaks, paddle boats, canoes, and beach umbrellas.

Burlington Beach Rentals will have exclusive right to offer services for land and water yoga, guided paddles, SUP/Kayak instruction, one day retreats

(7) Loss or Injury

The AUTHORITY will not accept any responsibility for any injury or loss sustained by any person that is a Burlington Beach Rental's client or customer that are in the use of the said facilities, or for the loss of any personal property or effects stored or left on premises, Burlington Beach Rentals shall and hereby does indemnify the AUTHORITY against any and all claims in respect of any such loss or injury.

Burlington Beach Rentals shall amend its Releases attached as Schedule B or add an additional release so that the AUTHORITY is named as a Release and so that the Release is signed personally by all persons over the age of 18 years of age.

The Authority makes no representation about the depth of water, nor the state of the bottom, in the area. It shall be Burlington Beach Rentals sole responsibility to ensure that their operation can be safely conducted at the site.

(8) Access to site

Any AUTHORITY personnel may at any time enter on the described premises for whatever purpose as deemed necessary by them.

(9) Maintenance

At the commencement of the signing of this Agreement, Burlington Beach Rentals shall be responsible, entirely, for the maintenance of their equipment including garbage and recycling removal from the site. All other site maintenance will be discussed with and coordinated through the Park Superintendent or his/ her designate.

The Authority will be responsible for the maintenance of the boats they own.

(10) Utilities

The AUTHORITY shall be solely responsible for the payment of all utility bills (electricity only) related to the operations.

(11) Fees

Burlington Beach Rentals in consultation with the AUTHORITY shall set the rental rates and shall retain all rental fees collected. Burlington Beach Rentals will submit a payment of \$1,100.00/month plus HST of their operating season to the Binbrook Conservation Area Park Superintendent on the 30<sup>th</sup> day of each operating month starting on May 30<sup>th</sup> of 2018. Payment dates will be May 30<sup>th</sup>, June 30<sup>th</sup>, July 30<sup>th</sup> and August 30<sup>th</sup> 2018 by cheque, supplied directly to the Binbrook Conservation Area Park Superintendent. Failure to provide payment on the scheduled dates will result in the immediate termination of this Agreement.

Burlington Beach Rentals agrees to pay 56% of all the Authority's owned boat rental fees.

The Authority agrees to allow Burlington Beach Rentals to purchase a limited amount of season passes at a 50% discounted rate to promote Burlington Beach rentals by selling packages that include an all parks season pass.

Burlington Beach Rentals understands that its clientele are subject to approved day use fees at Binbrook Conservation Area's front gate prior to entering the park.

(12) Insurance

Burlington Beach Rentals shall at all times throughout the term of this Agreement provide at its own expense and keep in force Comprehensive General Liability Insurance which will include as an additional insured Niagara Peninsula Conservation Authority in an amount not less than three million dollars (\$3,000,000.00) inclusive and to furnish a copy of such insurance or certified letter from Burlington Beach Rentals insurance Company by May 14<sup>th</sup>, 2018.

(13) Restoration of site

Upon cancellation or termination of this Agreement, Burlington Beach Rentals shall forthwith remove, at their own expense, its property from the land and premises of Binbrook Conservation Area, leaving and restoring said land and premises in a neat and clean condition to the entire satisfaction of the Binbrook Conservation Area Park Superintendent or his/her designate within 21 days of the cancellation or termination. In case of default of Burlington Beach Rentals to remove their property within a reasonable period as determined by the AUTHORITY, said property shall be removed and the site restored by the AUTHORITY at the expense of Burlington Beach Rentals or, at the option of the AUTHORITY said property shall become the property of and shall vest in the AUTHORITY without any right of compensation of Burlington Beach Rentals.

(14) Headings

The parties hereto agree that the headings herein form no part of this Agreement and shall be deemed to have been inserted for convenience only.

(15) Notice

And it is further agreed that any notice required to be given to Burlington



Beach Rentals shall be sufficiently served by email or mail and that any notice required to be given to The AUTHORITY shall be sufficiently served if given to the Binbrook Conservation Area Park Superintendent personally, or sent by prepared registered mail to the office of the Manager, Strategic Initiatives at the Niagara Peninsula Conservation Authority Head Office. (250 Thorold Road West, 3<sup>rd</sup> Floor, Welland, ON, L3C 3W2)

(16) Amendments

If at any time during the continuance of this Agreement the parties hereto shall deem it necessary or expedient to make any alteration or addition to this Agreement they may do so by means of a written Agreement between them which shall be supplemental hereto and form part thereof.

(17) Agreement in Entirety

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

(18) Termination Of Agreement

Burlington Beach Rentals may at its sole option and discretion, terminate this Agreement by advising The Niagara Peninsula Conservation Authority in writing by September 1<sup>st</sup>, 2018 of this Agreement of its intention to terminate this Agreement and vacate the premises known as Binbrook Conservation Area. Burlington Beach Rentals shall forthwith remove, at their own expense, its property from the land and premises of Binbrook Conservation Area, leaving said land and premises in a neat and clean condition to the reasonable satisfaction of the Binbrook Conservation Area Park Superintendent or his/ her designate. In case of default of Burlington Beach Rentals to remove their property within a reasonable period as determined by the Binbrook Conservation Area Park Superintendent or his/ her designate, said property shall become the property of the Niagara Peninsula Conservation Authority without any right of compensation of Burlington Beach Rentals therefore in any case.

The Niagara Peninsula Conservation Authority and Burlington Beach Rentals may at its sole option and discretion, terminate this Agreement by Advising Burlington Beach Rentals in writing giving them a minimum of 30 days' notice. Burlington Beach Rentals shall, within the 30 days or within an agreed upon time frame agreed to in writing by the Director of Corporate Resources, remove all equipment in a timely manner and

return the site to its original state to the satisfaction of the Binbrook Conservation Area Park Superintendent.

(19) Renewal

Burlington Beach Rentals shall inform the management at the Niagara Peninsula Conservation Authority by December 1<sup>st</sup>, 2018 in writing if they are desirous to renew this Agreement, for an additional 3 years subject to approval by the Niagara Peninsula Conservation Authority Board of Directors, the CAO, Members of the Senior Management Team, and the Binbrook Conservation Area Park Superintendent of the day.

This Management Agreement shall insure to the benefit of and be binding on the respective administrators, successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals and the Corporation has affixed its corporate seal under the hands of its proper officers duly authorized on that behalf.

SIGNED, SEALED AND DELIVERED )

In the presence of

BURLINGTON BEACH RENTALS

\_\_\_\_\_  
Owner Date

THE NIAGARA PENINSULA CONSERVATION AUTHORITY  
CHIEF ADMINISTRATIVE OFFICER/ SECRETARY/ TREASURER

\_\_\_\_\_  
CAO Date

**Seasonal Commercial Unsolicited Proposal  
Binbrook Tract Conservation Area  
5050 Harrison Rd, Binbrook, ON L0R 1C0**

# **Burlington Beach Rentals**

Sole Proprietor: Maria Gerow



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## **Section 2**

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<b>H) Resume</b>	<b>pg – will update and send</b>

**A) CURRENT BUSINESS INFORMATION:**

My name is Maria Gerow and I was born and spent my years growing up in the Hamilton/Burlington area. I have over 20 years experience in professional sales and business development across a number of industries. Healthy, active living and community have always been one of my top focuses and I came up with the Staycation concept over 16 years ago now. Years of research and consulting with similar business model owners led to my initial proposal to the City of Burlington in 2011 and I was the winning proponent to the RFP in 2013. I have since built & operated a successful business at Beachway park that has helped to activate the beach, engaged our residents and visitors while growing tourism to our downtown core. We have steadily grown our customer base, brand and following since 2013 and visitation has significantly increased in the 5 years we have been operating. We have continued to improve our offerings and create successful and unique new programs.

I have built great connections within the community and have established working relationships with many municipal, regional and private groups that work together to promote tourism, resident engagement and growth. We currently work with Hamilton Halton Brant regional tourism, sit on Tourism Marketing committee City of Burlington as well as the Tourism Cycling committee.

**B) BUSINESS INTEREST:**

Burlington Beach Rentals, a sole proprietorship, would be focused on providing services, classes, products and events to enhance and engage existing park visitors while also bringing the park to the attention of our existing clientele that regularly visit us from Toronto to the Port Dover area.

Our ongoing market research and work with the regional & local tourism associations has shown that both residents and visitors benefit from adding services like the kind we are proposing, help engage the community while encouraging repeat visits from out of town visitors.

We propose to assume care and control of the current boat rental building and existing boat rentals into one cohesive business presence. Alternatively, the fishing boat could be handled by park staff.

1) In addition to the parks existing boat rentals, we would like to offer 6-10 paddle boats, 6-10 stand up paddle boards, 5-9 kayaks & 6 “Turbo Tube” inflatable boats for hourly recreational rentals. Future Beach boats are Canadian made, self bailing and the most stable available in the industry. Our stand up paddle boards are also stable, wide and perfect for beginner to intermediate usage as well as yoga. Kayaks are 9' hybrids that are perfect for small lakes and a variety of water conditions. Turbo Tubes are heavy vinyl tubes with seats that may be used with paddles or attached to kayaks for smaller children. All rentals would come with all needed equipment and safety gear. Staff will offer basic instruction to all participants on rental. All equipment requires no prior experience and only require a minimum water depth of 12". We propose using the existing landmarks to delineate boundaries for paddle boats. Intermittent bright 14" buoys are available to be placed to help delineate the chosen area for paddle boats and would be taken out at the end of each season. We are open to discussing different boundaries.

2) **“Learn to” land & water classes** on a weekly schedule with the option for private group bookings. These classes include: Learn to Stand up paddle board and Stand up Paddle board Yoga on the water. Land classes could include outdoor yoga and hula hoop classes. We would like to add Kayak lessons in the future.

3) **Visitor “Beach Spot”** rentals that would consist of 2 resin muskoka chairs and one SportBrella sun and wind shade each. We could either set these up at the beginning of each day or rent them out 'on demand'. Each spot would be taken down and set up daily or staff would assist in putting up spots as they were rented. Alternatively, we can simply offer the umbrella's/ chairs for rental individually. Perfect for the beach and around picnic areas. These umbrellas provide excellent protection for sun and wind, are very stable and family friendly.

- 4) **Full Moon Events.** We currently host monthly Full Moon Socials & Glow Paddles that include family friendly games/prizes , live entertainment followed by a guided paddle under the full moon. Full Moon beach yoga is a special extended class held on whatever evening the full moon falls on. We have run these for the past 3 years and they get more popular every season.
- 5) **Guided paddles and hikes.** We would like to offer guided experiences both on and off the water. These longer workshops would range from 1-2.5 hours and be offered in a range of interests. Some of the most popular include: Explore Nature guided paddles via kayak and SUP. Yoga centered “Mindful” paddles that include meditation and Star gazers drift. Hikes would be created to suit and highlight Binbrook conservation areas of interest particularly and would be brought into the schedule at that time.
- 6) **Beach Shop/ Expanded Snack Shop.** We would like to transform the existing Rental Shop into a full service store that would include items that would enhance visitors enjoyment of the park and bring a big level of convenience. These would include sunscreen, towels, beach toys and other beach needs as well as souvenirs, beach jewelry and other related items. We could also include 3 tier metal lockers available on a daily basis to make sure their property is kept secure while enjoying the park. We would propose to expand the drink and snacks offered to include more healthy options all in pre packaged form at this time with option to grow this service in the future.
- 7) **Park's existing Boat Rentals.** We would take over care, control and rental of existing stock of boats after mutual inspection of stock. Our staff would take care of the daily rental and care of the boats but we propose the park keep ownership and maintenance of said boats for the first season to be revisited after the completion of one season. Park staff will handle rentals of NPCA owned boats for rentals before or after hours if we are not available. The total rental fee on these occasions for park owned boats would be retained by the park.

**Group Bookings & Opportunities:** Many of the above services could be offered to your existing group rentals in the form of team building or just fun classes and experiences they could add to their day. We would offer dedicated staff at their reserved areas to run these events. Adding these offerings will in turn attract new groups to book and increase your presence in the region and have a positive effect on number of visitors to the park.

In addition with your blessing, we would also like to organize charitable events once a season in order to raise funds for local charities in need. Full schedule of events & classes would not be available until Summer 2018.

\*\* Please note in subsequent years, we would like to increase the number of boats, equipment and beach spots to support increased demand. We are always researching and conferring with our clients to create new programming and would want to work with park staff on evolving programs through the years

## **D) OPERATING PLAN**

### **Hours:**

Ideally we would like to be open for business weekends beginning Victoria day weekend until late June when we would open daily with the exception of Wednesdays until Labor day. (weather permitting)

	Mon-Friday (no Wed)	Weekends/Holidays
May/Sept after labour day	closed or by appt only	9 a.m. - dusk
June	closed or by appt	9 a.m. - dusk
July- August		9 a.m. - dusk

If we are offering our night classes and events, some select evenings could run until 10 p.m.

**Staff qualifications:** All staff will be First Aid/ CPR certified and possess a boating license. Two staff will be on site at all times. One will be stationed outside in the beach area with waterproof 2 way radios. Stand up paddle board and Kayak instructors will also have proper training, experience and certifications as needed. Yoga instructors must have their Y200 teacher certifications.

All instructors on staff already possess these certifications.

We have partnered with one of our mentor companies to provide additional training and business acumen on our proposed guided hikes.

**Waivers/ Rental Process :** Detailed waivers already approved and in use would be updated and used at the new location. We currently have a successful rental process in place that would be implemented.

**Overnight and Daily Storage:** Paddle boats will be stacked and chained together nightly. All other equipment can be stored in the storage 'garage' that is attached to the boat rental building. We would like to install racks to help organize the space. Care will be taken to protect any sensitive areas and we would like to install surveillance cameras if there are none in place.

**Insurance:** We have existing insurance in force that would cover the building, liability and full watercraft coverage with Lloyds of London for 3 million that would be extended to cover this new location. We can add, at your request that the Niagara Conservation authority is a named insured on the policy. Any additional coverage needed may be obtained. Any questions may be directed to Holman Insurance Brokers Ltd. Peter Fetherston Broker [905-886-5630 Ext 1428](tel:905-886-5630)

**Safety:** Safety is and always has been our number one priority. We have an excellent spotless safety record in our four years of operations. Life jackets and whistles will be provided to every person and be mandatory for everyone participating in SUP activities, under the age of 18 and those that cannot swim. All staff will be First Aid and CPR certified with a first aid kit on site. One staff will be available by the water at all times to help launch, provide basic instruction and help boaters return to shore in designated area. We would like an exclusive path area that is kept free and clear from obstacles and traffic so we may move our heavy boats to shore each day, remove for repair and remove for storage each evening along with a small section of shoreline that is used to arrange, provide basic instruction and launch our boats. By the water staff will also be able to visually monitor our brightly colored boats from that section of shore.

Any staff members away from our immediate area conducting classes or hikes will have a working cell phone or 2 way radio at all times. An operating manual will be in use with guidelines for inclement weather, safety and training practices. All equipment will be checked over daily for damages and removed from service until repaired. A strict code of conduct including zero alcohol tolerance will be in effect with waivers signed by all parties prior to participating in any activity. Children under the age of 18 must have parent to sign. Rescue boat will be available and on site if needed. All equipment that we used has been researched to be the most stable and practical for novices.

## **E) CAPITOL NEEDS**

**Fit up:** As the season is already well underway, alternations to the building will not be needed at this time. We propose affixing a banner with our business name to one side of the building. High quality A frame signs and feather flags may be used in designated areas near the front of the park and taken down daily. Freestanding Signage in appropriate place within park. Additional “under surveillance” sign to be affixed on building and we would like to install security cameras. We would work with the existing interior for this season and add additional shelving and free standing displays and/or cabinets as necessary. Metal lockers may be placed along one of the walls with public access. Several hangers will be affixed to store life jackets. Aesthetic changes.



Land classes may be held on the beach or a designated park space. We would like to be able to decorate and delineate the space prior to the start of these events for convenience, safety and service reasons. Sheltered, preferably shallow area to conduct anchored SUP Yoga classes.

**Future consideration:** We would like to work with staff on a plan for future alterations to the building and or location to allow us to grow and better serve visitors in future years. We also have beautiful solid wood custom built counters that we may want to build the new Beach store around if future years.

We currently already own the majority of boats, accessories and items that are needed to run this new location. As we are not sure when or if our original location will be opening this season, all equipment would be brought to the the new location. If the Burlington location is opened this season, we will be relocating some back there for whats left of the season BUT are prepared to buy additional equipment for future seasons and if demand is great enough, the current season.

#### **F) LEASE TERMS**

We propose entering into a landlord/ tenant agreement from June 29th – September 30th this season as a pilot project. Future years could begin May 13<sup>th</sup> annually, weather permitting.

We also propose a profit splitting initiative 70/30 (NPC/ BBR) to be put in place for the parks existing boat rentals so our staff would take care of everything for a portion of the profits. We are open to renegotiate this and look at other options after the first season in operation.

We would need a section of beach/ shore to bring our paddle boats to each day for easy launch.

2017 Monthly Rental Fee: \$ 1100 + HST

All clients entering into the park for any of our services would pay the posted entrance fee. Staff and service providers to be exempt from entry fees (we can provide list). After the first season of operations we would like an option to sign a 3 year agreement with an option to renew for another 3 years. We would like some consideration given to incorporating us into the park master plan and renewals in years going forward.

#### **G) EXPECTATIONS**

I am more than willing to work with Binbrook & Niagara Region Conservation to ensure the services, products and events offered now and in the future engage visitors and provide a means to enjoy the park space more. In keeping with this we would agree to a monthly meeting with the park superintendent at times TBD. We propose bringing in some of our classes and events this season and adding to the programming next season after we've had a chance to fully explore the park and create custom programming with time to advertise. We would like the option to renew for an additional year at the end of this season with a longer arrangement proposed going forward. With that agreement we would like to discuss improvements and redesign of the existing store to better accommodate a full service beach and healthy snack shop. We will provide our own point of sale system as long as reliable internet can be secured.

## Schedule “A” Product Information:



**WB 200- 220MX** The 2+2 Water Bee offers a winning combination of good looks and ruggedness. Built tough for heavy use in any water environment. We have been using these models with great success. Manufactured in Canada. Capacity 850 lbs. Weight 130 lbs.

Features include: Patented self bailing hull, Innovative rotomolded design, ergonomic adjustable lounging seats.



**So Flo XTM Stand up Paddle Boards 11'2" x 32" x 4.8 " 45 lbs**

We currently use two different boards with similar characteristics . Hard Polyethylene Dura-Shell roto-molded skin. Durable in all weather conditions. Perfect for Rentals, Eco-Touring, SUP lessons, Yopa on flat water to moderate surf. Suggested max rider weight 300 lbs.

We would like the option to add additional similar or high quality inflatable boards to increase the fleet in future years or as needed.

Features; Hd-PE Cross-linked Skin Shell, EPS

Foam Core, Longboard Fin Box, Full Anti- slip Pad.



**Three tier Storage Lockers** These may be placed in an area protected from the elements. All keys and locks to be provided. Lockers must be emptied daily.

**Kayaks : 9" Dagger Zydecko Hybrid**

9' 1" x 28.5". 38 lbs.

Molded Polyethylene design for rugged durability. Easy large entry and a great all around kayak for small lakes that can handle moderate waves with ease. Suggested max rider weight 220 lbs.



36.5 lbs. / 17 kg



**Kayak Turbo Tubes:** Durable inflatable boats that may be used as mini kayaks by younger boaters. They have a built in 3 fin system for steering and comfortable cushioned seats. Perfect for use by younger boaters and may also be towed by our kayaks.

**BeachSpots- Umbrella + Chairs:**

Multi purpose umbrella provides shade from the sun and protection from the wind or rain. Top wind vents and side zippered windows for efficient airflow. SPF50.

Molded resin Muskoka chairs that may be rented seperately as well. Also perfect for large events, wedding rentals.

