

**FULL AUTHORITY MEETING**

**Monday, March 26, 2018**

**9:30 a.m. \*or 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
- 1.3 Approval of Agenda

**2. DECLARATION OF CONFLICT OF INTEREST**

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

3.1 Presentations

- 3.1.1 Living Landscape Policy  
Dillon Consulting

3.2 Delegations

- 3.2.1 Fill Permits and Building in the Floodplain  
Ken DePodesta, P.Eng., Principal, KD<sup>2</sup> Consulting

**4. ADMINISTRATIVE BUSINESS**

4.1 Approval of Draft Minutes

- 4.1.1 Full Authority Meeting – February 28, 2018

4.2 Business Arising from Minutes

4.3 Correspondence

- 4.3.1 A letter, dated March 20, 2018, from the Niagara River Ramsar Site Steering Committee, respecting Withdrawal of Request for Endorsement, Ramsar Designation for Niagara River

4.4 Chairman's Remarks

4.5 Chief Administrative Officer Comments

**5. BUSINESS FOR INFORMATION**

5.1 Designation of the Niagara River as a RAMSAR Site  
Report No. 32-18

5.2 Financial and Reserve Report – Month Ending February 2018  
Report No. 33-18

5.3 NPCA Awareness Survey Secondary Study  
Report No. 38-18

**6. BUSINESS FOR CONSIDERATION**

6.1 Standing Committee Reports

6.1.1 Presentations

6.1.1.1 NPCA 2018-2021 Strategic Plan

- Primer & Strategic Themes
- Mandate & Mission Statements
- Have Your Say: Strategic Plan Consultation

6.1.2 Strategic Planning Committee – March 9, 2018

6.1.3 Strategic Planning Committee – March 19, 2018

6.1.4 Strategic Planning – Public Consultation  
Report No. 37-18

6.2 Reports

6.2.1 Treetop Trekking at Binbrook Conservation Area  
Report No. 34-18

6.2.2 Request from Friends of Fort Erie's Creeks  
Report No. 31-18

6.2.3 Proposed Niagara River Ramsar Designation  
Report No. FA-77-15

- 6.2.4 Lake Access Agreement Renewal –  
Catholic Youth Organization (Camp Marydale) at Binbrook CA  
Report No. 35-18
- 6.2.5 Watershed Floodplain Committee –  
DRAFT Terms of Reference and Selection Process  
Report No. 36-18
- 6.2.6 Meeting and Agenda Management Solution  
**UPDATED** Report No. 23-18

\*This item was deferred at the February 28, 2018 Full Authority Board meeting

## **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**

### **9.1 Conservation Authorities of Ontario**

Conservation Ontario has advised that voting delegates must be appointed by their Conservation Authority (Board Resolution) as per the By-Laws of the Association of Conservation Authorities of Ontario. The voting delegate (Board Chair) and both (2) alternates (Board Vice-Chair and 1 Board Member) are then registered with Conservation Ontario annually.

## **10. ADJOURNMENT**

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# **NPCA POLICY DOCUMENT REVIEW**

**Board Presentation #4  
March 26<sup>th</sup>, 2018**



# PRESENTATION OUTLINE



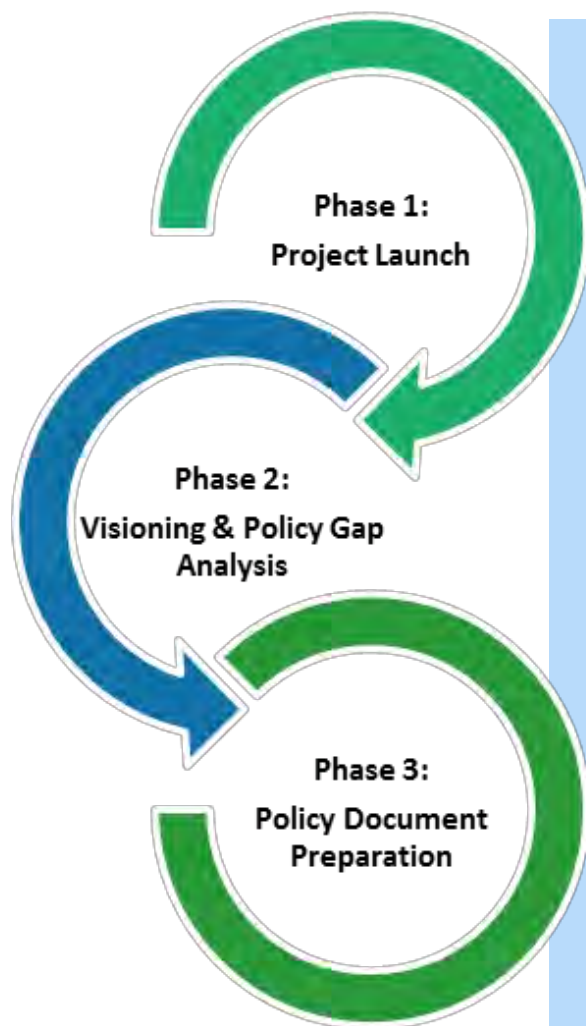
1. Provide a status update on the Policy Document Project
2. Highlight the feedback from public, agency and stakeholder feedback
3. Timing and Final Steps

# FUNCTION OF THE POLICY DOCUMENT

- Speaks to several roles played by the NPCA:
  1. **Regulator:** Under Section 28 of the CA Act (development approvals within regulated areas)
  2. **Delegated Provincial Interest:** Under Section 3.1 of the PPS
  3. **Public Commenting Body:** Under the Planning Act
  4. **Resource Management Agency:** Under section 20 and 21 of the CA Act (authority to develop programs that reflect local resource management needs)
  5. **Service Provider:** technical advisory role determined through various MOUs with municipalities in the watershed

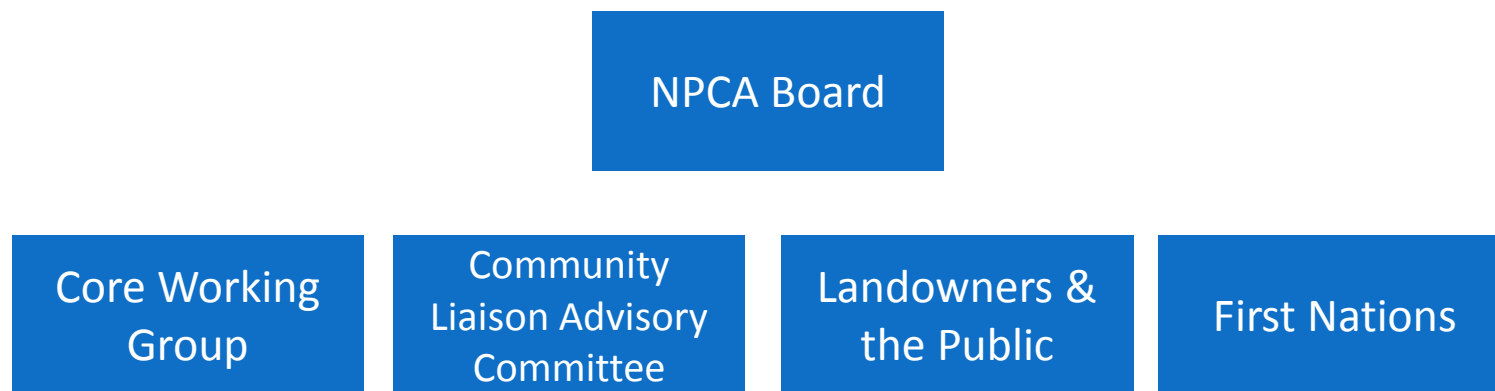


# THE PROCESS



- **PHASE 1 (Complete)**
  - ✓ Consultation program & workplan finalization
  - ✓ Data collection
  - ✓ Website launch and project brand development
  - ✓ Formal project launch (NPCA Board, CLAC #1 & Area Planners session)
- **PHASE 2: (Complete)**
  - ✓ Background review (plans, policies, etc.)
  - ✓ Community Vision survey
  - ✓ Public Roadshow Series #1
  - ✓ Issues and gap policy analysis
  - ✓ Staff workshop
  - ✓ Core Working Group (CWG) #1
  - ✓ CLAC #2
  - ✓ Discussion Paper
- **PHASE 3: (on-going)**
  - ✓ Draft Policy Document
  - ✓ CWG Meeting #2 /CLAC Meeting #3
  - ✓ Revised Draft Policy Document
  - ✓ Board Presentation
  - ✓ Public Event Series #2 (5 open houses)
  - ✓ Consultation Summary
  - **Finalization of Policy Document**
  - **NPCA Board Approval**

# CONSULTATION & ENGAGEMENT



**There has been extensive consultation on draft policies, taking place between 2015 and 2017. Highlights include:**

- Four (4) presentations to the Board
- Three (3) rounds of meetings and workshops with CWG and CLAC
- Two (2) rounds of public engagement, including five (5) public events on the draft Policy Document
- Staff have reached out to First Nations as part of the Duty to Consult
- Website provides project updates



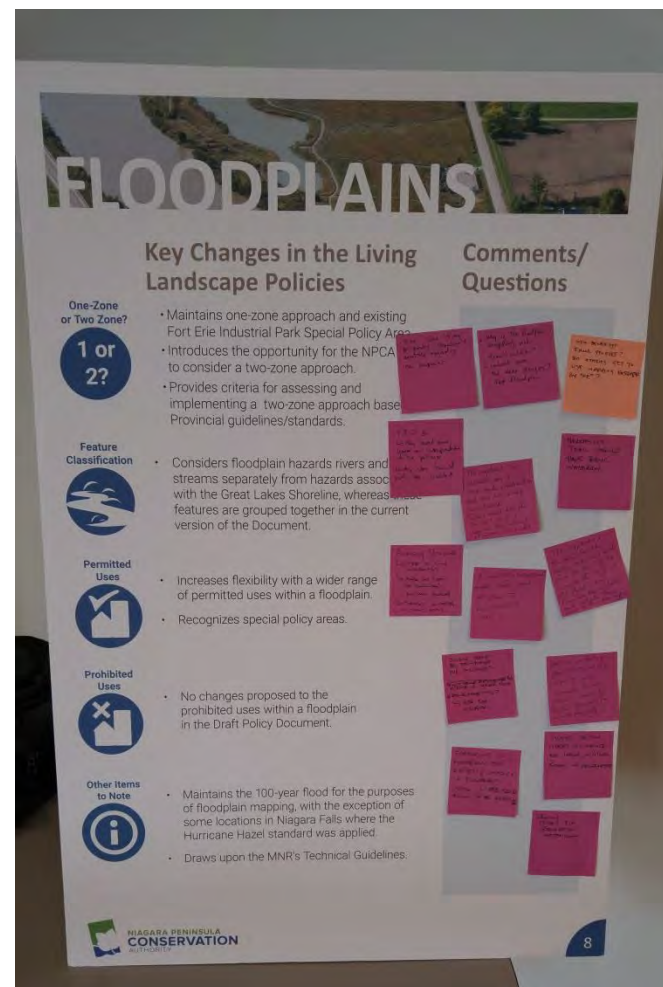
# FEEDBACK

- Five Public Events
  - May 16, 2017 (West Lincoln)
  - May 25, 2017 (Lincoln)
  - May 29, 2017 (Welland)
  - June 1, 2017 (Niagara Falls)
  - June 13, 2017 (St. Catharines)
- Approximately 115 people attended the events
- We received feedback at the events, through our website and written submissions
- The comment period on the draft policy document ran from **May 2017- December 31<sup>st</sup>, 2017**



# FEEDBACK

- We received written submissions from the following agencies:
  1. MNRF
  2. Region of Niagara
  3. City of Hamilton
  4. Town of Fort Erie
  5. City of Niagara Falls
  6. Niagara Escarpment Commission
  7. Welland River Floodplain Committee
  8. Niagara South Federation of Agriculture
  9. Town of Pelham
  10. Town of Lincoln
- We also received a written submission from one Board Member

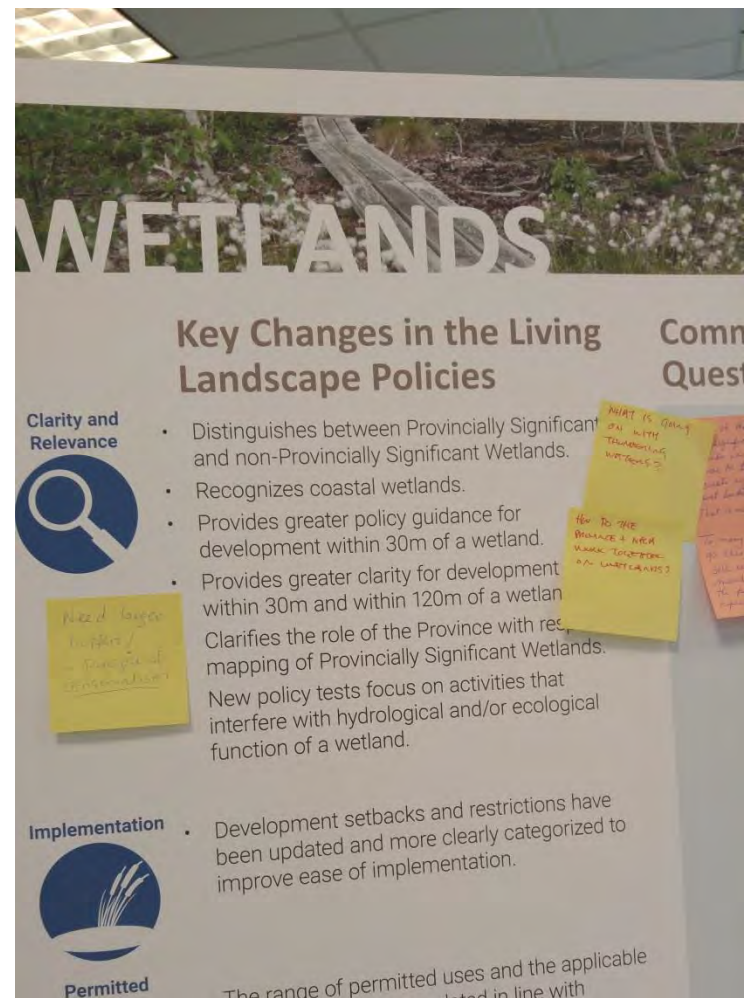


# KEY COMMENTS

- Ensure all of the policies within the Policy Document align with Ontario Regulation 155/06:
  - Clarify the CA's authority to require a permit for development in spill areas
  - Clarify the regulatory limits for Erosion Hazards (15 metres vs. 7.5 metres)
  - Provide additional background on the watercourse buffer requirements
  - Minimum setback for erosion hazard allowance should be 6 metres (instead of 3 metres) so as to align with the Province's Technical Guidelines

## KEY COMMENTS

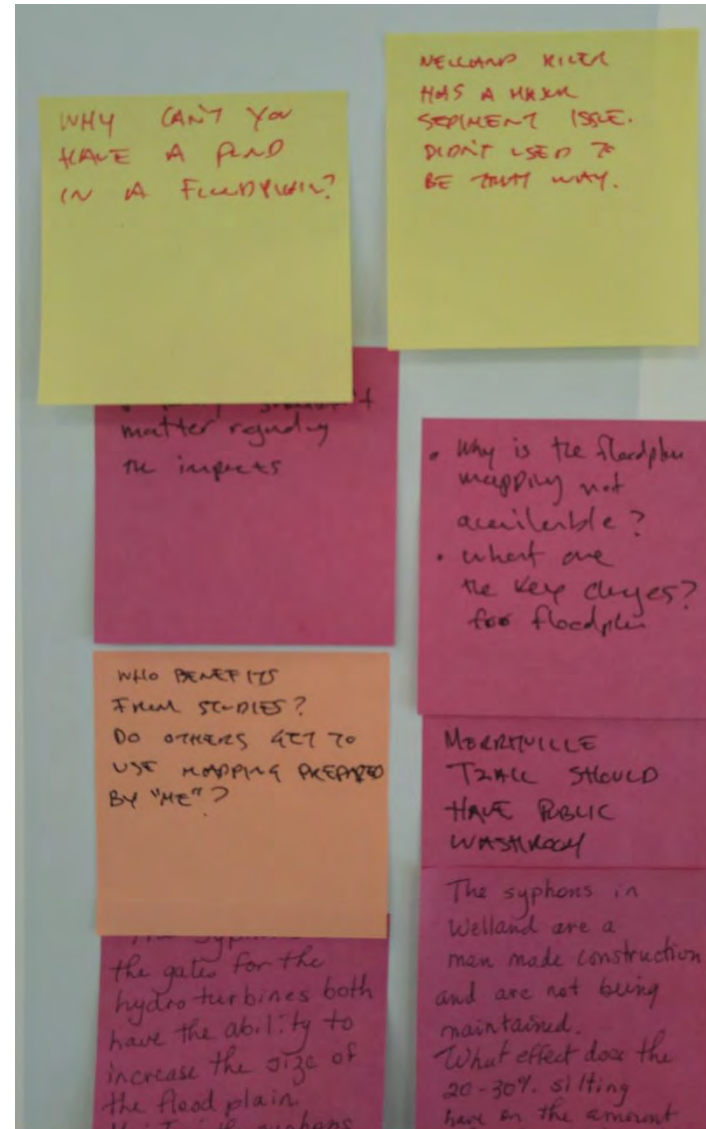
- Ensure that the policies protect wetlands and important water resources
- Provide some relief and/or clarification related to study requirements (in particular need for flood plain mapping where it doesn't exist) – the need for specialty studies should only apply to larger scale projects





# KEY COMMENTS

- In general, the draft floodplain policies received the most attention
- We received a number of suggestions:
  - Provide more flexibility for minor forms of development (sheds, garages, decks, etc) within the floodplain (i.e. development which could be considered minor or negligible)
  - In general, provide more flexibility for pre-existing development
  - Cut and fill policies should have more flexibility



# OTHER COMMENTS

- General support for the “minor variance” policies, although a number of questions as to how it would be implemented
- Change the title of the document from Living Landscape to “Policy Document” or some other term
- Clarification on some of the definitions/key terms is required
- Clarify the use of the term “permit”
- Remove references to MOUs
- Clarify the reference to “guidelines”

# OTHER COMMENTS

- The most recent Provincial Plan boundaries should be included on any of the maps
- Provide additional references to applicable Provincial Plans and Endangered Species Act
- Add a section with abbreviations
- Some mentioned that more accurate mapping of features is needed

# FINAL STEPS

1. Meet with Welland Floodplain Committee to review proposed revisions to the floodplain policies (April 2018)
2. Finalize policy document and bring it forward for board approval (May 2018)





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

Wednesday, February 28, 2018  
9:30 a.m.  
Ball's Falls  
Centre for Conservation – Glen Elgin Room  
3292 Sixth Avenue, Jordan, ON

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**MEMBERS PRESENT:**

S. Annunziata (Chair)  
B. Baty  
S. Beattie (at 10:11 a.m.)  
P. Darte (at 9:50 a.m.)  
D. DiFruscio  
J. Diodati  
J. Kaspersetz (Vice-Chair)  
P. MacPherson  
T. Quirk  
R. Shirton  
B. Timms

**MEMBERS ABSENT:**

F. Campion  
A. Jeffs  
D. Joyner  
J. Maloney

**STAFF PRESENT:**

M. Brickell, Chief Administrative Officer/Secretary-Treasurer  
D. Barrick, Senior Director, Corporate Resources  
G. Furtney, Acting Director, Watershed Management  
L. McManus, Clerk/ Executive Coordinator

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

The Board Chair called the meeting to order at 9:37 a.m. and welcomed those Board Members, staff and community members present.

## 1. ADOPTION OF AGENDA

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### 1.1 Addition of Items

None.

### 1.2 Change in Order of Items

Resolution No. FA-47-18

Moved by Board Member Timms

Seconded by Board Member Kaspersetz

That Agenda **BE AMENDED to move Report No. 19-18 respecting Niagara Peninsula Conservation Authority (NPCA) Advisory Committee Appointments to be dealt with immediately following Agenda Item 4.1 Approval of Draft Minutes.**

**CARRIED**

### 1.3 Motion to Approve the agenda

Resolution No. FA-48-18

Moved by Board Member Quirk

Seconded by Board Member Shirton

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

**CARRIED**

## 2. DECLARATION OF CONFLICT OF INTEREST

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There were no declarations of Conflict of Interest.

## 3. PRESENTATIONS (and/or Delegations)

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### 3.1 Presentations

There were no presentations.

### 3.2 Delegations

There were no delegations.

## 4. ADMINISTRATIVE BUSINESS

### 4.1 Approval of Draft Minutes

4.1.1 Full Authority Board Minutes – January 24, 2018

Resolution No. FA-49-18

Moved by Board Member MacPherson

Seconded by Board Member Shirton

That the Full Authority Board minutes of the meeting held on January 24, 2018 **BE APPROVED as amended to note the appropriate year under Minute Item 4.1.1**

**CARRIED**

6.1 Niagara Peninsula Conservation Authority (NPCA)  
Advisory Committee (NPCAAC) Appointments  
Report No. 19-18

Resolution No. FA-50-18

Moved by Board Member Quirk

Seconded by Board Member MacPherson

1. That Report No. 19-18 respecting the NPCA Advisory Committee (NPCAAC) Appointments **BE RECEIVED**; and
2. That the individuals identified in Confidential Appendix 1 to Report 19-18 **BE APPOINTED** as the members representing the following sectors to the NPCA Advisory Committee:
  - Public-at-Large
  - User/volunteer
  - Urban/rural planning
  - Agriculture/value-added agriculture

**CARRIED**

4.2 Business Arising from Minutes

There was no business arising from the minutes.

4.3 Correspondence

There were no correspondence items.

4.4 Chairman's Remarks

The Chairman advised members that he had attended the District School Board of Niagara (DSBN) Gala on Wednesday, February 21, 2018. He stated that it was a very well-run event and well attended. He further stated that the Niagara Peninsula Conservation Authority was on the verge of completing the new Memorandum of Understanding with the DSBN and would continue to provide the Board with updates.

The Chairman reminded Board members that the Niagara Peninsula Conservation Authority was hosting the Conservation Awards that evening beginning at 7:00 p.m. at Club Castropignano in Port Robinson.

4.5 Chief Administrative Officer Comments

There were no comments from the Chief Administrative Officer.

## 5. BUSINESS FOR INFORMATION

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### 5.1 Binbrook Fish Study 2017 Report No. 27-18

Christopher Bunt from Biotactic Inc. presented Board Members with information regarding the Binbrook Fish Study 2017. Topics of the presentation included:

- Executive Summary
- Management Considerations
- Carp Populations
- Fish Passage/DU Weir
- Large Woody Debris
- Telemetry Study
- Standardized Fisheries Monitoring

#### Resolution No. FA-51-18

Moved by Board Member Diodati

Seconded by Board Member MacPherson

1. That Report No. 27-18 respecting Binbrook Fish Study 2017 **BE RECEIVED** for information.

**CARRIED**

### 5.2 Watershed Floodplain Committee Clarification Report No. 20-18

#### Resolution No. FA-52-18

Moved by Board Member Dart

Seconded by Board Member Kaspersetz

1. That Report No. 20-18 respecting the Watershed Floodplain Committee Clarification **BE RECEIVED** for information.

**CARRIED**

### 5.3 Employee Feedback Survey Report No. 18-18

#### Resolution No. FA-53-18

Moved by Board Member Shirton

Seconded by Board Member Baty

1. That Report No. 18-18 respecting the Employee Feedback Survey **BE RECEIVED** for information.

**CARRIED**

## 6. BUSINESS FOR CONSIDERATION

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### 6.1 Committee Reports

There were no Committee reports.



## 6.2 Reports

\*NOTE: Agenda Item numbering was incorrect on the agenda, the Items below are listed as they appeared on the agenda.

### 6.2.1 Mining & Lands Commissioner Decision - City of Hamilton Apportionment Appeal of the 2015 NPCA Levy Updated - Report No. 01-18

Resolution No. FA-54-18  
Moved by Board Member Baty  
Seconded by Board Member Shirton

1. That **UPDATED** Report No. 01-18 respecting the Mining & Lands Commissioner Decision – City of Hamilton Apportionment Appeal of the 2015 NPCA Levy **BE RECEIVED**, and
2. That the NPCA reserves, identified in Appendix 2 of **UPDATED** Report No. 01-18, **BE RETURNED** to the taxpayers of the Watershed via the NPCA Municipal partners pending any final legal decision or process.

A recorded vote was requested respecting Resolution No. FA-54-18, respecting the Mining & Lands Commissioner Decision – City of Hamilton Apportionment Appeal of the 2015 NPCA Levy:

Recorded Vote:

Yes (8); B. Baty, S. Beattie, J. Diodati, J. Kaspersetz, P. MacPherson, T. Quirk, R. Shirton, S. Annunziata.

No (3); P. Dart, D. DiFruscio, B. Timms.

Based on results of the recorded vote the Board Chair declared Resolution FA-54-18,

**CARRIED**

### 6.2.3 Board Member Per Diem & Honourarium Report No. 25-18

Resolution No. FA-55-18  
Moved by Board Member Kaspersetz  
Seconded by Board Member Beattie

1. That Report No. 25-18 respecting the Board Member Per Diem & Honourarium – Annual Report and the attached Appendices 1, 2 and 3, **BE RECEIVED**;
2. That, based on the Consumer Price Index (CPI), the 2018 Honourarium and per diems **BE APPROVED** at a 1.9% increase over the previous year.

**CARRIED**

6.2.4 Niagara Peninsula Conservation Authority (NPCA) Policy Handbook  
Regulations #1 and #2 Review and Suggested Revisions  
Report No. 24-18

Resolution No. FA-56-18

Moved by Board Member Quirk

Seconded by Board Member Kaspersetz

1. That Report No. 24-18, respecting Niagara Peninsula Conservation Authority (NPCA) Policy Handbook Regulations #1 and #2, Review and Suggested Revisions, **BE RECEIVED**;
2. That Appendix 1 to Report No. 24-18 being the Suggested Revisions to Regulations #1 and #2, **BE APPROVED**; and
3. That staff **BE DIRECTED** to ensure that Regulations #1 and #2 are updated on the Niagara Peninsula Conservation Authority website.

Resolution No. FA-57-18

Moved by Board Member Timms

Seconded by Board Member Darte

That Suggested Revision #6, as noted, **BE AMENDED** as follows:

- 12.1 Any person or organization desiring an opportunity to address the Authority may make a request in writing to the Clerk **seven (7)** days in advance of a scheduled meeting if such request is to be included in the agenda of that meeting. A detailed brief of their presentation, including any presentation materials to be used, outlining the request/direction the presenter is seeking from the Standing Committee or the Board and if applicable, the name, address and telephone number of any person(s) or organization which he or she represents. The brief will form part of the official record of the proceedings of Committee or the Board and therefore will be a public document.

**CARRIED**

Resolution No. FA-58-18

Moved by Board Member Timms

Seconded by Board Member Darte

That Suggested Revision #8, as noted, **BE AMENDED** as follows:

- 12.6 Delegations/Presentations shall be limited to a time of not more than **ten (10) minutes**. Board Members may limit or extend the time allowed for a presentation by a majority vote.

**CARRIED**

The Chair called the vote on the Resolution FA-56-18 **as amended**, and declared the vote,

**CARRIED**

6.2.5 Annual Policy Resolutions 2018  
Report No. 22-18

Resolution No. FA-59-18

Moved by Board Member Quirk

Seconded by Board Member MacPherson

1. That Report No. 22-18 respecting the Annual Policy Resolutions 2018 **BE RECEIVED**; and
2. That the Health and Safety Policy Statement and Workplace Violence & Harassment Prevention Policy attached to Report No. 22-18 as Appendix 1 and Appendix 2 **BE APPROVED**, as per Section 25(2)(j) of the Occupational Health and Safety Act.

**CARRIED**

6.2.6 Freedom of Information (FOI) Annual Statistics Report & Designation  
Report No. 21-18

Resolution No. FA-60-18

Moved by Board Member Shirton

Seconded by Board Member Darte

1. That Report No. 21-18 respecting the Freedom of Information Annual Statistics Reporting and Designation **BE RECEIVED**;
2. That Sandy Annunziata, Niagara Peninsula Conservation Authority (NPCA) Board Chair, **BE DESIGNATED** as 'head' of the NPCA for the purposes of the Municipal Freedom of Information and Protection of Privacy Act; and
3. That the NPCA Chair **DESIGNATE** in writing an individual to act as 'head' for the purposes of the Municipal Freedom of Information and Protection of Privacy Act.

**CARRIED**

6.2.7 Niagara Peninsula Conservation Authority (NPCA)  
2018 Watershed Report Card  
Report No. 16-18

Resolution No. FA-61-18

Moved by Board Member Darte

Seconded by Board Member Diodati

1. That Report No. 16-18 respecting the NPCA 2018 Watershed Report Card **BE RECEIVED**; and
2. That staff **BE DIRECTED** to forward the NPCA 2018 Watershed Report Card to Conservation Ontario for participation in the 2018 Watershed Checkup Initiative and post on the NPCA website.

**CARRIED**

6.2.8 Niagara Peninsula Conservation Authority (NPCA)  
2017 Q4 Quarterly Report  
Report No. 17-18

A friendly amendment was offered and accepted by the mover and seconder to add distribution of Report No. 17-18 to Area Municipalities.

Resolution No. FA-62-18  
Moved by Board Member Darté  
Seconded by Board Member Shirton

1. That Report No. 17-18 respecting the NPCA 2017 Q4 Quarterly Report **BE RECEIVED**; and
2. That staff **BE DIRECTED** to distribute the 2017 Q4 Quarterly Report to participating municipalities, community stakeholders, Niagara Peninsula Conservation Authority Advisory Committee, Area Municipalities and the public.

**CARRIED**

6.2.10 Greenbelt and Greater Golden Horseshoe  
Conservation Authorities Collaborative  
Report No. 28-18

Resolution No. FA-63-18  
Moved by Board Member Diodati  
Seconded by Board Member MacPherson

1. That Report No. 28-18 respecting the Greenbelt and Greater Golden Horseshoe Conservation Authorities Collaborative **BE RECEIVED**; and
2. That the Niagara Peninsula Conservation Authority (NPCA) Full Authority Board **APPROVE** the NPCA's participation in the Greenbelt Golden Horseshoe Conservation Authorities Collaborative and authorize the CAO to sign the attached Memorandum of Understanding.

**CARRIED**

6.2.11 Meeting and Agenda Management Solution  
Report No. 23-18

Resolution No. FA-64-18  
Moved by Board Member Timms  
Seconded by Board Member MacPherson

1. That Report No. 23-18 respecting the Meeting and Agenda Management Solution **BE RECEIVED**;
2. That eSCRIBE software solution Option 2, highlighted in Appendix 1 to Report No. 23-18, **BE APPROVED** as the NPCA Meeting and Agenda management solution; and

3. That the following costs associated with Option 2, highlighted in Appendix 1 to Report No. 23-18, **BE FUNDED** from the General Capital Reserve:

eSCRIBE Accessibility Bundle with YouTube Integration

Annual Software and Support Fees	\$18,500
Implementation and Training Fees	\$5,250
Total Year 1 Fees	\$23,750

Resolution No. FA-65-18

Moved by Board Member Timms

Seconded by Board Member MacPherson

That Report No. 23-18 respecting the Meeting and Agenda Management Solution **BE DEFERRED** until the Full Authority Board meeting to be held on Monday, March 26, 2018.

**CARRIED**

## 9. NEW BUSINESS

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### 9.1 Proposed Niagara River Ramsar Designation

Resolution No. FA-66-18

Moved by Board Member Quirk

Seconded by Board Member Shirton

1. That Resolution No. FA-134-15, as noted below, respecting Report No. 77-15, Proposed Niagara River Ramsar Designation **BE RECONSIDERED** at this time:

Resolution No. FA-134-15:

That the NPCA Board **RECEIVE** Report 77-15 for information; and

That the NPCA Board **ENDORSE** the proposed Niagara River Ramsar designation and to have Board Members S. Annunziata, P. Darte, B. Baty, J. Kaspersetz, and Tony Quirk volunteer to sit on the Ramsar Steering Committee pending approval of the Ramsar Steering Committee.

2. That Report No. 77-15, respecting Proposed Niagara River Ramsar Designation **BE CONSIDERED** at the Niagara Peninsula Conservation Authority (NPCA) Full Authority meeting to be held on Monday, March 26, 2018.

The Clerk advised Board Members that recommendation one (1.) must be considered first and separately and that it must achieve two-thirds majority in order to be declared “reconsidered”. The Clerk further advised that if two-thirds majority was achieved, Board Members could proceed to vote on recommendation two (2.) by a simple majority.



A recorded vote was requested respecting Resolution No. FA-66-18, recommendation one (1.), which reads as follows:

1. That Resolution No. FA-134-15, as noted below, respecting Report No. 77-15, Proposed Niagara River Ramsar Designation **BE RECONSIDERED** at this time;

Resolution NO. FA-134-18:

That the NPCA Board **RECEIVE** Report 77-15 for information; and

That the NPCA Board **ENDORSE** the proposed Niagara River Ramsar designation and to have Board Members S. Annunziata, P. Darte, B. Baty, J. Kaspersetz, and Tony Quirk volunteer to sit on the Ramsar Steering Committee pending approval of the Ramsar Steering Committee.

Recorded Vote:

Yes (10); B. Baty, S. Beattie, P. Darte, J. Diodati, J. Kaspersetz, P. MacPherson, T. Quirk, R. Shirton, B. Timms, S. Annunziata.

No (1); M. DiFruscio.

Based on results of the recorded vote the Board Chair declared Resolution FA-66-18 (1.),

**CARRIED (two-thirds majority)**

The Chair called the vote on the Resolution FA-66-18, recommendation two (2.), which reads as follows:

2. That Report No. 77-15, respecting Proposed Niagara River Ramsar Designation **BE CONSIDERED** at the Niagara Peninsula Conservation Authority (NPCA) Full Authority meeting to be held on Monday, March 26, 2018.

Based on results of the vote the Board Chair declared Resolution FA-66-18 (2.),

**CARRIED**

## 6. BUSINESS FOR CONSIDERATION - CONTINUED

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### 6.2.12 Hannon School House Update Report No. 29-18

Resolution No. FA-67-18

Moved by Board Member Beattie

Seconded by Board Member Darte

1. That Report No. 29-18 respecting the S.S, No 6 Glanford (Hannon) Schoolhouse relocation **BE REFERRED** to the Hannan School House Advisory Committee.

**CARRIED**

6.2.13 PT Watersports Inc – Facility Use Agreement  
Report No. 30-18

Resolution No. FA-68-18

Moved by Board Member Kaspersetz  
Seconded by Board Member Beattie

1. That Report No. 30-18 respecting PT Watersports Inc – Facility Use Agreement **BE RECEIVED**; and
2. That the NPCA Board of Directors **AUTHORIZE** staff to enter into a three (3) year Facility Use Agreement, attached to Report No. 30-18 as Appendix 1, with PT Watersports Inc. to operate at Binbrook Conservation Area.

**CARRIED**

6.2.14 Financial Report – 2017 Completed & Carry-over Capital Projects  
Report No. 26-18

Resolution No. FA-69-18

Moved by Board Member Quirk  
Seconded by Board Member Beattie

1. That Report No. 26-18 respecting the Financial Report – 2017 Completed & Carry-over Capital Projects and the attached appendices 1-4, **BE RECEIVED**; and
2. That the Board **APPROVE** the transfer of the \$13,389.71 capital surplus from the 2017 Special Levy (Niagara) to the General Capital Reserve.

**CARRIED**

## 7. BUSINESS – IN CAMERA

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Board Members did not discuss Agenda Item 7.1.1 Personnel matters about an Identifiable Individual - Confidential Appendix 1 to Report No. 19-18, or Agenda Item 7.1.3 Solicitor-Client Privilege – Confidential Appendix 4 to **UPDATED** Report No. 01-18 In Camera as the Open Session Reports were approved earlier in the Agenda.

The Board moved in the Closed Session at 11:58 a.m. with the following resolution:

7.1 Motion to Move in to Closed Session

Resolution No. FA-70-18

Moved by Board Member Kaspersetz  
Seconded by Board Member Darte

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:

7.1.2 A Proposed or Pending Acquisition of Land

**CARRIED**

The Board reconvened in Open Session at 12:17 p.m. with the following resolution:

7.2 Motion to Reconvene in Open Session

Resolution No. FA-71-18

Moved by Board Member Darte

Seconded by Board Member Kaspersetz

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

**CARRIED**

7.3 Business Arising from Closed Session

Resolution No. FA-72-18

Moved by Board Member Darte

Seconded by Board Member Quirk

That Confidential Report No. CR 01-18 respecting A Proposed or Pending Acquisition of Land, **BE RECEIVED**; and

That staff **BE DIRECTED** to begin negotiations on the subject property and adjacent lot and report back to the Board to determine next steps.

**CARRIED**

## 8. NOTICE OF MOTION

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There were no notices of motion.

## 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 Full Authority meeting adjourned at 12:33 p.m. with the following resolution;

Resolution No. FA-73-18

Moved by Board Member Darte

Seconded by Board Member Quirk

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,  
Niagara Peninsula Conservation Authority



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Niagara Parks Commission, Regional Institute - University of Buffalo: University of New York (SUNY),  
Great Lakes Center - Buffalo State: University of New York (SUNY), the Environmental Sustainability  
Research Unit (Brock University), Niagara College, Western New York Land Conservancy, the Niagara  
Restoration Council, Buffalo Niagara Waterkeeper, Kerry Mitchell and Jocelyn Baker (unaffiliated)

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March 20, 2018

Office of the Chair  
Niagara Peninsula Conservation Authority  
250 Thorold Road West, 3<sup>rd</sup> Floor  
Welland, ON L3C 3W2

Dear Chairman and Members of the Board, Niagara Peninsula Conservation Authority (NPCA):

**RE: Withdrawal of Request for Endorsement, Ramsar Designation for Niagara River**

Please accept this letter, on behalf of the volunteer, Binational Ramsar Committee, as a formal withdrawal of our request for NPCA endorsement of the global Ramsar designation for the Niagara River.

It was the volunteer Committee's sincere hope that the NPCA would join the ever growing list of organizations on both sides of the border showing leadership through their support of this important recognition. Regrettably, despite the volunteer Committee having answered all reasonable questions from the NPCA, including having provided written assurance by Environment Canada that the Ramsar recognition would not prompt any regulatory oversight, the NPCA appears dissatisfied with the assurances given.

The volunteer Committee respects that the request of the NPCA to endorse the Ramsar designation causes apparent apprehension for the NPCA. In recognition of that, and in order to relieve the NPCA Board of this apparent discomfort, we are hereby withdrawing our request for the NPCA's endorsement and thank you for your consideration.

Sincerely,

**Jajean Rose-Burney** U.S. Chair, Niagara River Ramsar Steering Committee

Email: [jajean.rose@gmail.com](mailto:jajean.rose@gmail.com) Phone 716.247.1255

**Patrick Robson**, MCIP RPP, on behalf of the Canadian Niagara River Ramsar Steering Committee

Email: [robson.patrickj@gmail.com](mailto:robson.patrickj@gmail.com) Phone 905.899.1861

**Report To:** Board of Directors

**Subject:** Designation of the Niagara River as a RAMSAR Site

**Report No:** 32-18

**Date:** March 26, 2018

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**RECOMMENDATION:**

That Report No. 32-18 respecting the Designation of the Niagara River as a RAMSAR Site **BE RECEIVED** for information.

**PURPOSE:**

To provide information about the pursuit of the RAMSAR designation for the Niagara River.

**BACKGROUND:**

The Convention on Wetlands of International Importance, known as the RAMSAR Convention, is a voluntary, intergovernmental treaty that provides the framework for national action and international cooperation for the conservation and wise use of wetland and their resources (RAMSAR 2017). The RAMSAR Convention was signed on February 2, 1971 with Canada agreeing to the RAMSAR Convention on May 15, 1981. The RAMSAR designation is considered an honorary endorsement of the ecological importance of the site. The RAMSAR designation carries with it no financial support or legal protection (Appendix 1). A RAMSAR designation does not affect the management of the site or adjacent lands and it cannot be used as part of natural heritage feature regulation (Appendix 2). The province of Ontario already has laws, regulations, and policies that guide land use and protect wetlands (e.g., *Conservation Authorities Act*, *Provincial Policy Statement*) (OMNRF 2018). The Government of Canada has existing laws and policy that govern the management of boundary waters, fisheries, water quality, and navigation (ECCC 2018).

The Convention uses a broad definition of wetlands defined as any substrate that is at least occasionally wet, including lakes and rivers. In a letter from the NPCA Chairman of the Board, the NPCA's definition of a wetland (Section 28 of the *Conservation Authorities Act*) (Appendix 3). The proposed RAMSAR designation cannot be used as part of the NPCA review or screening process when implementing NPCA's regulation, or as criteria to protect natural systems within its watershed. The NPCA will continue to only use the existing Land Use Planning and regulatory framework when providing review of development applications to ensure adherence to existing NPCA and Region of Niagara Core Natural Heritage policies.

Canada became a Contracting Party to the RAMSAR Convention in 1981 (Canadian Wildlife Service & Secretariat 1999). The Convention promotes cooperation among countries to promote wetland conservation recognizing that waters can cross political boundaries and that animals are often migratory. In addition to wetland conservation considerations in national land use planning, Canada and the other Contracting Parties to the Convention undertake four main obligations:

- Designation of at least one wetland for inclusion in the *List of Wetlands of International Importance*;
- Promotion of the wise use of wetlands within their nation particularly through the implementation of wetland conservation and management policies;
- Consultation with other Contracting Parties about implementing the obligations arising under the Convention particularly for those wetlands shared between nations; and
- Establishment of protected wetland areas throughout their nation.

Currently, Canada has designated 37 sites as Wetlands of International Importance, with the most recent site being added to the list in 2005. Eight of those sites are located in the Province of Ontario (Appendix 4).

To meet the requirements of being listed as a RAMSAR Convention Wetland of International Importance, a site must fulfill at least one of these nine criteria:

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



The Niagara River has been found to meet all nine criteria; therefore, a RAMSAR designation is being sought for the Niagara River corridor (Appendix 5). If the Niagara River's nomination is successful for U.S. and Canada, it will be the very first transboundary site in North America. Efforts towards the RAMSAR designation process is led by the Niagara River RAMSAR Steering Committee which was established in 2013 to provide expertise and guide the procedural nomination process (Appendix 6). Each country must nominate their own site but to coordinate a transboundary designation, the Steering Committee is Co-Chaired by a Canadian and American representative. An Advisory Group (formerly called the Working Group), made up of groups/organizations that have an interest in the Niagara River, continue to support ongoing efforts of stakeholder engagement and promotion of the RAMSAR designation process. Representatives from the NPCA as well as the Niagara River Remedial Action Plan are identified as members of the Advisory Group (Appendix 6).

The Niagara River is a 58-KM bi-national connecting channel linking Lake Erie to Lake Ontario. It provides many beneficial water uses for humans and wildlife alike. The Niagara River corridor is a vibrant ecosystem that supports birds, fish, reptiles, amphibians and provides us with a source of drinking water, electricity, recreation, and economic benefits as it's a big tourist destination. Approximately 54% of the NPCA's watershed area drains into the Niagara River. It is a natural boundary between Canada and the United States and its waters are shared and managed cooperatively through the Boundary Waters Treaty of 1909 (as well as other policies). In Ontario, there are three municipalities adjacent to the Niagara River: Town of Fort Erie, City of Niagara Falls, and Town of Niagara-on-the-Lake.

In 1987, the Niagara River was listed as a Great Lakes' Area of Concern (AOC) through the Canada-U.S. Great Lakes Water Quality Agreement (GLWQA) because of water pollution and habitat loss. The GLWQA commits both countries to working cooperatively to "restore and maintain the chemical physical and biological integrity of the waters of the Great Lakes". Since 1971, Canada and Ontario have worked together to fulfill Canada's obligations under the GLQWA (called the Canada-Ontario Agreement on Great Lakes Water Quality and Ecosystem Health or COA). A Niagara River Remedial Action Plan (RAP) partnership was established in 1989 as part of the requirements of the GLWQA and COA to restore and protect water quality and ecosystem health in the Niagara River. Since then, significant efforts of many RAP partners (including the NPCA) have improved the condition of the Niagara River through the reduction of pollution discharges, habitat improvements, and better water use/management. The Niagara River RAP initiative supports the pursuit of the RAMSAR designation as an opportunity to celebrate and highlight the achievements of the Niagara River's cleanup. Through involvement of the RAP Project Manager, the RAP initiative continues to provide support by participating on the RAMSAR Working Group to ensure the alignment of goals and messaging for both initiatives, while the RAP works to remove the Niagara River from the list of Great Lakes' Areas of Concern.

The proposed geographic scope of the RAMSAR designation is the waters of the Niagara River from Lake Erie to Lake Ontario and shore to shore (same as the Niagara River Area of Concern), as well as some existing protected greenspaces and riparian areas along the river

## **DISCUSSION:**

In July 2015, the NPCA Board of Directors endorsed the proposed Niagara River RAMSAR designation (*Resolution No. FA - 134 -15: Appendix 7 & 8*). The NPCA is currently listed as a member of the Advisory Group (formerly called the Working Group), made up of groups/organizations that have an interest in the Niagara River, to continue to support ongoing efforts of stakeholder engagement and promotion of the RAMSAR designation process.

If successful, the RAMSAR designation would acknowledge the river's global contributions to ecological significance, rich biodiversity, and healthy communities. Canada currently has 37 RAMSAR sites but the Niagara River would be the first bi-national RAMSAR site in North and South America. Overall, this new title would shine a light on this significant natural resource, celebrate major ecological accomplishments through the RAP (Remedial Action Plan), help to change the public's perception of the Niagara River being a polluted area to one that supports a healthy and vibrant ecosystem that sustains humans and wildlife, and bring well-deserved recognition to the Niagara region.

## **FINANCIAL IMPLICATIONS:**

There are no financial implications to the NPCA. The Niagara River RAP (Remedial Action Plan) Project Manager is identified as a member of the RAMSAR Advisory Group. Presently, the NPCA receives financial support from the Great Lakes Sustainability Fund (administered through Environment and Climate Change Canada) and the Ontario Ministry of the Environment and Climate Change for RAP Governance to support the coordination and administrative services provided by the Project Manager to implement the RAP initiative.

Supporting the RAMSAR designation is identified as one of the deliverables under the Provincial RAP Governance Agreement and is identified as an ongoing work plan priority to ensure the alignment of goals and messaging for both initiatives while the RAP Committee works to remove the Niagara River from the list of Great Lakes' Areas of Concern.

## **RELATED REPORTS AND APPENDICES:**

Appendix 1: Letter from Environment Canada  
Appendix 2: Letter from Ontario Ministry of Natural Resources and Forestry  
Appendix 3: Letter from NPCA Chairman NOTL Agriculture Committee  
Appendix 4: Details on RAMSAR Sites in Ontario  
Appendix 5: Niagara River RAMSAR Factsheet  
Appendix 6: Niagara River RAMSAR Designation Steering Committee Terms of Reference  
Appendix 7: Board Report No. 77-15  
Appendix 8: NPCA Full Authority Meeting Minutes – July 15, 2015

## **REFERENCES:**

Canadian Wildlife Service & Secretariat, North American Wetlands Conservation Council (Canada). 1999. Canada and the RAMSAR Convention: The Convention on Wetlands of International Importance.

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Ontario Ministry of Natural Resources and Forestry (OMNRF). 2018. Wetland Conversation.

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RAMSAR. 2017. The Designation and Management of RAMSAR Sites – A practitioner's guide.

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Accessed online on March 7, 2018.

### **Prepared by:**



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**Natalie Green, RAP Project Manager  
Niagara River (Ontario)  
Remedial Action Plan**

### **Submitted by:**



---

**Mark Brickell  
Chief Administrative Officer/Secretary-Treasurer**



John Henricks, Director of Community & Development Services  
Town of Niagara-on-the-Lake  
1593 Four Mile Creek Road, PO Box 100  
Virgil, ON L0S 1T0

September 10, 2015

Dear Mr. Henricks,

As requested by the Niagara River Ramsar Steering Committee, I am providing information that will clarify the regulatory implications of Ramsar site designation in Canada and the responsibilities of management authorities of those sites once designated.

Canada acceded to the Ramsar Convention in 1981. As part of its commitment to promote the wise use of wetlands, Canada implements the North American Waterfowl Management Plan and a number of federal and provincial policy initiatives, including the Federal Policy on Wetland Conservation.

The global network of Wetlands of International Importance (Ramsar sites) is one of the cornerstones of the Ramsar Convention. Canada currently has 37 Ramsar sites, the last of which was designated in 2005, covering over 13 million hectares and representing 8% of the total wetland area in Canada. Ramsar sites are located in all Provinces and Territories. Should the nomination of the Niagara River Ramsar Site be successful, it will be the first transboundary Ramsar site in North America.

As you may be aware, designation as a Ramsar site in and of itself offers no legal protection. Ramsar designation is voluntary and carries with it no financial support or regulatory implications. In fact, the designation of a site serves to highlight the values of the Site but affects neither the management regime for these areas nor resource use within them, nor for lands adjacent to the Ramsar site.

A Ramsar site designation is a "good faith" designation to maintain the ecological character of a site in the context of wise use. Ramsar defines wise use of Ramsar sites as "the maintenance of their ecological character, achieved through ecosystem approaches, within the context of sustainable development". At Canadian Ramsar sites, typical activities that occur include recreational activities such as boating, bird watching, consumptive activities such as hunting and fishing, and agriculture. The aim is not to prohibit activities, but rather to encourage activities in the framework of "wise use".

Site managers, those responsible for the management of the lands/waters within the boundaries of the Ramsar site and named on the Ramsar Information Sheet are required to assure the maintenance of the ecological, hydrological, and socioeconomic characteristics and





functions of the Site and promote the wise use of resources on this wetland area. Site managers are also responsible for communicating any human-induced changes on the site that affect ecological character to the Administrative Authority (Environment Canada). Additional guidance material on the wise use of wetlands and management planning at Ramsar sites can be found on the Secretariat's website at [www.ramsar.org](http://www.ramsar.org).

I hope you find this information helpful. Ramsar is a co-operative endeavor and Canada's success in implementing the Convention is due in large part to partnerships. We thank you for your interest and dedication in this pursuit. If you have any further questions on the Ramsar Convention or the nomination of Ramsar sites in Ontario, please contact Nancy Patterson at [Nancy.Patterson@ec.gc.ca](mailto:Nancy.Patterson@ec.gc.ca) or 416-739-5824.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Grant Hogg', is written over the printed name.

Grant Hogg  
Director, Habitat Conservation Management  
Ramsar Convention on Wetlands Canadian National Focal Point

cc. Niagara River Ramsar Steering Committee  
Nancy Patterson, Environment Canada

**Ministry of Natural  
Resources and Forestry**

Guelph District  
Vineland Field Office  
4890 Victoria Ave North  
P.O. Box 5000  
Vineland Station, Ontario  
LOR 2E0

Telephone: (905) 562-4147  
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**Ministère des Richesses  
naturelles et des Forêts**

District de Guelph  
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4890 avenue Victoria Nord  
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Téléphone: (905) 562-4147  
Télécopieur: (905) 562-1154

**Guelph District**

September 16, 2015

Mr. Richard F. Brady  
Director of Community & Development Services  
Town of Fort Erie  
1 Municipal Centre Drive  
Fort Erie, Ontario L2A 2S6

Dear Mr. Brady,

**Re: Proposed Ramsar Designation of the Niagara River**

I am writing to clarify our position on Provincially Significant Wetlands (PSW's) and wetlands as defined by the Ramsar Convention. The Ramsar Convention is a voluntary intergovernmental treaty, committed to encouraging education and sustainable development as a means of acknowledging global wetlands. The purpose of the treaty is to promote the conservation and wise use of water-based ecosystems (wetlands) through local, national, and international sustainable practices. A Ramsar designation will not impose any regulatory measures or legally enforceable restrictions on landowners or affect sovereignty rights under the treaty. The treaty is clear; the Ramsar Convention is not a regulatory regime and has no punitive sanctions for violations of or defaulting upon treaty commitments.

It should be noted, the Convention uses a broad definition of wetlands; it is defined as any substrate that is at least occasionally wet, including lakes and rivers. The Ministry of Natural Resources and Forestry (MNRF) designates wetland provincially using the Ontario Wetland Evaluation System (OWES). In this evaluation system wetlands are defined as:

*"Lands that are seasonally or permanently flooded by shallow water as well as lands where the water table is close to the surface; in either case the presence of abundant water has caused the formation of hydric soils and has favoured the dominance of either hydrophytic or water tolerant plants".*



The term wetland is a general one and includes specific land types commonly called marshes, bogs, swamps and fens.

A Ramsar wetland designation is not the same as a wetland designated by the MNRF and therefore cannot be used as part of natural heritage feature regulation, or as criteria to protect natural systems. The designation of a Ramsar site in and of itself offers no legal protection. As stated above, the Ramsar designation of wetland is voluntary and carries no regulatory implications.

I trust this clarifies our position on this. Should you have any questions on this, please do not hesitate to contact me directly.

Yours truly,



Joel Durst  
Resource Management Supervisor  
Guelph District

CC: Rino Mostacci, Niagara Region  
John Henricks, Town of Niagara-on-the-Lake  
Peter Graham, NPCA

To meet with our staff please be sure to call ahead and make an appointment.  
For general information visit: [www.mnr.gov.on.ca](http://www.mnr.gov.on.ca) or [www.ontario.ca](http://www.ontario.ca)



Office of the Chair

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November 30, 2015

Agricultural Committee  
 Town of Niagara-on-the-Lake  
 1593 Four Mile Creek Road, PO Box 100  
 Virgil, ON LOS 1T0

Attention: Chairman Mr. Dennis Dick

Dear Mr. Dick;

**Re: Proposed Ramsar Designation of the Niagara River**

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On behalf of the Niagara Peninsula Conservation Authority (NPCA), thank you for the opportunity to clarify our position with respect to the proposed Ramsar designation for the Niagara River.

In response to the International Joint Commission (IJC) deeming the Niagara River the most degraded place in North America, the Great Lakes Water Quality Agreement was signed in 1972 between Canada and the U.S. Its goal was to work collaboratively to restore the ecosystem health of the Great Lakes, including the Niagara River. To date, major accomplishments have been made in the Niagara River including a 99% reduction of point source discharges along with significant reductions in toxic chemicals. In order to acknowledge this achievement of improved health and prosperity, a Ramsar designation for the river is being pursued. This effort is being led by the Ramsar Steering Committee consisting of agency representatives from Canada and the U.S., including representation from the NPCA. The NPCA Board of Directors passed a resolution at their June 15<sup>th</sup>, 2015 Board meeting, endorsing the proposed Ramsar designation for the Niagara River.

Recognizing that some regulatory and legal concerns have recently been raised regarding the Niagara River potentially becoming a Ramsar site of International Importance, we have consulted with our provincial and federal partners for site designation clarification. On September 10, 2015, Environment Canada submitted a letter verifying "a Ramsar site in and of itself offers no legal protection. Ramsar designation is voluntary and carries no regulatory implications. The designation serves to highlight the values of the site but affects neither the management regime for these areas nor resource use within them, nor for lands adjacent to the Ramsar site".

On September 16, 2015, the Province of Ontario through the Ministry of Natural Resources and Forestry submitted a letter verifying "a Ramsar designation will not impose any regulatory measures or legally enforceable restrictions on landowners or affect sovereignty rights under the treaty. The treaty is clear: the Ramsar Convention is not a regulatory regime and has no punitive sanctions for violations of or defaulting upon treaty commitments".

Ramsar Steering Committee member and Vice Dean of the University of Buffalo Law School also submitted a letter dated September 1<sup>st</sup>, 2015 verifying from a legal perspective and as a Ramsar Treaty expert, “a Ramsar designation is a voluntary, non-regulatory Convention Treaty, signed by 168 countries including Canada and the United States. It is an honorary endorsement of the rivers ecological significance, affirming through designation, the rivers global importance. It is a mechanism to encourage increased tourism, recreation and fund raising opportunities through heightened international awareness of the rivers global contribution to biodiversity and its role in building stronger, healthier and more resilient communities”.

The Ramsar Convention is a voluntary intergovernmental treaty, committed to encouraging education and sustainable development as a means of acknowledging global wetlands. The purpose of this treaty is to promote the conservation and wise use of water-based ecosystems (wet lands) through local, national, and international engagement and collaboration.

It should be noted that the NPCA’s definition of wetland comes directly from section 28 of the Conservation Authorities Act and is not how the Ramsar Convention defines it. The Convention uses a broad definition of wetlands, defined as any substrate that is at least occasionally wet, including lakes and rivers (wet lands). As such, this proposed designation cannot be used as part of the NPCA review or screening process when implementing NPCA’s regulation, or as criteria to protect natural systems within its watershed. In addition, there is no mechanism of establishing a buffer around the Ramsar designation, which includes the wetted portion of the river from the inlet at Fort Erie to the outlet at Niagara-on-the-Lake. The NPCA will continue to only use the existing Land Use Planning and regulatory framework when providing review of development applications to ensure that existing NPCA and Region of Niagara Core Natural Heritage policies are satisfied.

Further to the above, the Ramsar Convention and proposed designation cannot impose new or future regulatory requirements related to any irrigation works or network, including the Dee Road irrigation system. The Ramsar designation cannot impose additional study requirements on the NOTL irrigation committee including future requirements of permits to take water and the user rights of landowners and/ or farmers who use the Niagara River.

The progress achieved over the last 45 years in restoring the health of the Niagara River would not have been possible without the cooperation of all government agencies, stakeholders and the active involvement of the general public.

We look forward to continuing to collaborate with our member municipalities on this important initiative. If you require any further clarification on the Niagara River restoration efforts or the proposed Ramsar designation, please do not hesitate to contact myself or NPCA staff.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Bruce Timms". The signature is fluid and cursive, with the first name "D. Bruce" and last name "Timms" clearly distinguishable.

D. Bruce Timms, P.Eng;  
Chairman - NPCA

## RAMSAR SITES IN ONTARIO

<u>Site Name</u>	<u>Location / Size</u>	<u>Designation Date</u>	<u>Description</u>
<b>Polar Bear Provincial Park</b>	Moosonee District, Ontario  Area = 2,408,700 ha.	May 27, 1987	A vast wetland complex (Canada's second largest Ramsar site), embracing a series of beach ridges interspersed with ponds, bogs, fens and marshes subject to salt water inundation that includes the world's most southerly example of tundra ecosystem.
<b>Southern James Bay</b>	The two sanctuaries are located in southern James Bay.  Area = 25,290 ha.	May 27, 1987	Hannah Bay and Moose River Migratory Bird Sanctuaries. James Bay, a shallow, extension of Hudson Bay, is one of the most important staging areas in northern North America for migratory, Arctic-breeding waterbirds. The area consists of mudflats, intertidal marsh, meadow marsh, fens and bogs and is a late fall staging ground for large numbers of geese, up to 75,000 at one time, and ducks
<b>Minesing Swamp</b>	Townships of Springwater and Clearview, County of Simcoe, Ontario  Area = 6,000 ha	October 31, 1996	Area of Natural and Scientific Interest, Provincially Significant Wetland. Southern Ontario's largest and most diverse wetland, consisting of boreal wetland and deciduous bottomland vegetation complexes. The swamp's hydrology provides for an interconnected network of swamps, fens, bogs and marshes. A diverse flora and fauna are present, consisting of species rare or near the limits of their geographical range. The site is important for staging thousands of migratory waterfowl. One of Ontario's largest white-tailed deer populations winter in the swamp, which includes the largest pure stand of silver maple in the province.
<b>Matchedash Bay Provincial Wildlife Area</b>	240 km North of Toronto, in the Township of Severn (formerly Tay and Matchedash Townships), County of Simcoe, Ontario  Area = 1,840 ha.	October 31, 1996	A wetland characterized by various habitats including swamps, fens, cattail marshes, beaver ponds; permanent freshwater lakes; upland hardwood forest, agricultural lands, native grass meadows and a unique, coniferous wetland forest. In total, over 170 species of birds are present, some provincially rare. The area is provincially important for various species of breeding waterfowl, and for spring and fall staging. 568 species of vascular plants are present. The site also supports 17 species of herpetiles.

## RAMSAR SITES IN ONTARIO

<u>Site Name</u>	<u>Location / Size</u>	<u>Designation Date</u>	<u>Description</u>
<b>Point Pelee</b>	Essex County, Ontario Area = 1,564 ha	27 May, 1987	National Park. A spit resulting from erosion and deposition, bordered by forested, coastal dunes and beach ridges, and an 850ha peat marsh overlain by sand. The marsh occupies a closed drainage system and includes small lakes and ponds. Due to their southerly location, the marshes are unique in Canada, supporting four major vegetation communities. Several species of <i>Anatidae</i> (ducks, geese, swans, etc.) and other waterbirds breed in the marshes, but the nearshore waters of Lake Erie support spectacular concentrations of staging ducks, notably Red-breasted Merganser ( <i>Mergus serrator</i> ) and Common Merganser ( <i>M. merganser</i> ).
<b>St. Clair</b>	Dover Township, Kent County, Ontario Area = 224 ha.	16 October 1985	National Wildlife Area. Extensive system of marshes and dune ridges along Lake St. Clair. One of southern Canada's most important resting, feeding and breeding areas for migratory waterbirds. Peak numbers in spring reach 360,000 individuals, with up to 150,000 in the fall. Almost 25% of the North American population of Tundra Swan ( <i>Cygnus columbianus</i> ) passes through the area in spring. Fall migrants include over 200,000 Canada Goose ( <i>Branta canadensis</i> ), more than 18% of the world population of Canvasback ( <i>Aythya valisineria</i> ), and large numbers of other ducks.
<b>Long Point</b>	Municipality of Haldimand-Norfolk near the town of Port Rowan, Ontario. Area = 13,730	24 May 1982	A sandy spit, of marshes, wet meadows, wooded swamps, beaches and dunes. The microclimate has led to the development of unusual plant associations. Many plant species occur at the extreme northern limit of their range and include 3 endemic and 42 species rare in Ontario. A major resting and feeding area for migratory waterbirds.
<b>Mer Bleue Conservation Area</b>	Ottawa, Ontario Area = 3,447 ha.	October 5, 1995	Provincial Wetland, Area of Scientific Interest. Fifty per cent of Mer Bleue is a raised boreal peat dome - Sphagnum bog, a system typically occurring further north. Hydrological features are unusual with saline groundwater sources and six meter thick peat deposits. The borders of the bog form a typical environment, much of which has been transformed into pond and marsh by beavers. Three vegetation types are present: black spruce forest, low-lying bog vegetation (includes numerous species of orchids) and heath type. Due to the undisturbed and unique habitat numerous significant or rare fauna are found here, including 22 species of mammals.



# THE NIAGARA RIVER

A Binational Corridor. An International Treasure.

## Designating the Niagara River Corridor as a Wetland of International Importance

### ***Why the Niagara River Corridor?***

The Niagara River Corridor is an ecologically unique transboundary channel. It meets the criteria for an honorary Ramsar designation as an internationally important body of water. Designation would support the conservation of the River and does not impede continued sustainable development vital to our region's prosperity.

**CLICK ON LINK BELOW TO  
SHOW YOUR SUPPORT!**  
[www.law.buffalo.edu/ramsar](http://www.law.buffalo.edu/ramsar)

**FOR MORE INFO CLICK ON LINKS BELOW:**  
<http://www.law.buffalo.edu/ramsar>  
[ramsar.niagara@gmail.com](mailto:ramsar.niagara@gmail.com) • (716) 265-0574

### ***What is Ramsar?***

The Convention on Wetlands of International Importance, more commonly known as the Ramsar Convention, is an inter-governmental treaty for the conservation and wise use of water-based ecosystems. The United States currently has 36 Ramsar sites and Canada has 37 sites.

### ***Ramsar designation of the Niagara River Corridor would:***

1. Foster international cooperation between the U.S. and Canada
2. Increase public awareness of the Niagara River's natural treasures
3. Encourage sustainable use of resources
4. Promote tourism





## WHAT IS THE RAMSAR CONVENTION? WHAT IS RAMSAR?

In 1971, the Ramsar Convention produced a treaty between 168 nations to:

- 1) Designate sites as wetlands of international importance,
- 2) Encourage wise and sustainable use of wetlands within a party's territory, and
- 3) Engage in international cooperation between parties.

As signatories, the United States and Canada have designated 36 and 37 sites, respectively.

## WHO CAN NOMINATE A SITE?

Any local government, community, private organization, or landowner can nominate a site. A Federal government can also nominate sites such as National Parks, forests, or wildlife refuges. The site must meet basic requirements for nomination and at least one of the nine criteria for inclusion as designated by the Convention. All of the landowners and stakeholders of the nomination must agree to its inclusion on the Ramsar List. More information about the nomination and designation process can be found online at <http://www.fws.gov/international/pdf/factsheet-ramsar-site-nomination-and-designation.pdf>

## WHAT ARE “TRANSBOUNDARY RAMSAR SITES”?

Parties may designate sites as “Transboundary Ramsar Sites” or ecologically coherent wetlands extending across national borders. Such sites require authorities on both sides to formally agree on management. The Secretariat acknowledges cooperation, but still recognizes distinct legal status for all sites.

## WHAT ARE THE BENEFITS OF A RAMSAR DESIGNATION?

- Increased funding opportunities, publicity and prestige for designated sites
- Increased tourism and investment for the region
- Support for wise use of the site and surrounding area
- Further scientific studies for the included land/water
- Maintain the ecological character of the site

## ARE ANY REGULATORY OBLIGATIONS IMPOSED BY A RAMSAR DESIGNATION?

No. The designation can be considered an honorary endorsement of the ecological significance of the site. The Ramsar Convention is voluntary and non-regulatory. There are no punitive sanctions for violations of or defaulting upon treaty commitments.

## WHERE CAN I GET MORE INFORMATION?

For more information, visit the official Secretariat site at [www.ramsar.org](http://www.ramsar.org), and official national sites at U.S. Fish & Wildlife Service- International Affairs (<http://www.fws.gov/international/>) and the Canadian Wildlife Service (<http://www.ec.gc.ca/nature/>).

# Niagara River Ramsar Designation Steering Committee

## Terms of Reference - 2017

### BACKGROUND

In the early part of the 19th century, the Niagara River was considered to be the most degraded place in North America. In 1972, Canada and the United States signed the Great Lakes Water Quality Agreement to clean-up the Great Lakes, including the Niagara River. Major clean-up efforts in the Niagara River over the past 50 years have reduced discharges of pollution and toxic chemicals. To acknowledge this achievement of a cleaner, healthier river, various Niagara River stakeholders are working to pursue a Ramsar designation for the river.

The Ramsar Convention is a voluntary Treaty, committed to promoting the conservation and wise-use of water based ecosystems through international engagement and collaboration. The Treaty was signed in Ramsar, Iran; in 1971. Canada signed the Treaty in 1981, and has 37 Ramsar sites. The United States signed the Treaty in 1987, and has 36 Ramsar sites. There are 169 member countries, totaling over 2,227 Ramsar Sites.

Ramsar is a "good faith" designation to encourage the maintenance of the ecological character of a site in the framework of "wise use". Site managers are encouraged to promote conservation and other beneficial uses. A Ramsar designation is not an instrument that creates regulatory rules. The designation will not impact, restrict or limit the use of the Niagara River for recreation, agriculture, business or commerce. A Ramsar designation will not take away anyone's rights or ability to enjoy their properties.

A Ramsar designation for the Niagara River will commit Canada and the United States will continue to work together to ensure environmental progress achieved over the past 5 decades does not backslide. It will ensure future programs and their administrators are aware of the history and work that has been completed on the river. A Ramsar designation will endorse the rivers ecological significance and its global importance. It will strengthen local economies through increased tourism, recreation and increased funding opportunities. It will heighten international awareness of the river's global contribution to biodiversity and its role in building stronger, healthier and more resilient communities.

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

1. Is representative, rare, or unique.
2. Supports vulnerable, endangered or threatened species.
3. Supports keystone or endemic species.
4. Supports species at a critical stage in their life cycles (migration, breeding).
5. Supports 20,000 or more waterbirds.
6. Supports 1% of the individuals in a population of one species of waterbird.
7. Supports a significant proportion of indigenous fish species.
8. An important food source, spawning area, nursery or migration path for fish.
9. Supports 1% of the individuals in a population of one species or subspecies of wetland-dependent non-avian animal species. (Something that is not a bird).

The Niagara River meets all 9 criteria. Only 35 (1%) of all global Ramsar sites meet all nine criteria.

### PURPOSE

The Niagara River Ramsar Steering Committee was established in 2013 to lead the Ramsar designation nomination process. Although the Steering Committee is pursuing a transboundary site designation, each signatory country to the Ramsar Treaty has its own procedure for nomination. In Canada, Environment and Climate Change Canada, represented by the Canadian Wildlife Service (CWS), oversees the Ramsar nomination process through the Procedural Document: *Nomination and Listing of Wetlands of International Importance*. In the United States, the Federal Government represented by the U.S. Fish and Wildlife Services oversees the Ramsar nomination process. The transboundary designation occurs once each country has met the procedural requirements. If successful, the Niagara River would be the first bi-national Ramsar site in both North and South America. It is possible to designate only one individual side (country) of the river.

## **GOAL**

The goal of the Steering Committee is to provide expertise and guide the procedural nomination process. A working group was established to support the nomination process including assisting with the collection of documentation to verify the river meets the qualifying criteria.

## **STEERING COMMITTEE MEMBERSHIP**

The Steering Committee includes the Western New York Land Conservancy, The Niagara Parks Commission, University at Buffalo: University of New York (SUNY), Buffalo State: University of New York (SUNY), the Environmental Sustainability Research Unit (Brock University), Niagara College, Buffalo Niagara Waterkeeper, Niagara Restoration Council, Kerry Mitchel and Jocelyn Baker (unaffiliated members).

The Steering Committee will be Co-chaired by a U.S. and a Canadian member:

Canadian Chair: Jocelyn Baker, unaffiliated member

U.S Chair: Jajeane Rose, Western New York Land Conservancy.

The Steering Committee members agree to:

- Oversee the development of the Ramsar Information Sheet (nomination documents), the outreach and engagement (communication plan), and other procedural requirements as outlined in each country's nomination process documents;
- Provide technical advice and assistance with fulfilling objectives of the nomination process.

## **ADVISORY GROUP MEMBERSHIP (formerly Working Group)**

At the August 29, 2017 Steering Committee meeting, the Committee agreed to rename the working group to advisory group as their original mandate of supporting RIS information gathering has been completed. The advisory group will continue to support the on-going efforts of stakeholder engagement and promotion. The advisory group consists of representation from stakeholders who have an interest in the river and supporting the nomination process.

The identified stakeholder groups in the study area include:

- Niagara National Heritage Area Commission
- New York State Department of Environmental Conservation
- Ontario Ministry of Natural Resources
- Regional Municipality of Niagara
- Niagara Peninsula Conservation Authority
- The Niagara River Remedial Action Plan
- Niagara University
- US Fish and Wildlife Service
- Buffalo Audubon Society
- Member Municipalities

New groups / members can be added or removed as needed at the discretion of the Steering Committee

## **CONCLUSION**

This Terms of Reference is provided as a basis for the development of a Ramsar site designation nomination. Members of the Steering Committee will work cooperatively with each other. Ideas and information will be acknowledged and respected, resulting in a process and product that will have the support of those with a vested interest.




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**Report To: Board of Directors**

**Subject: Proposed Niagara River Ramsar Designation**

**Report No: 77-15**

**Date: July 15, 2015**

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**RECOMMENDATION:**

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

**PURPOSE:**

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

**BACKGROUND:**

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

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

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

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

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

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

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

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

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

#### **What Ramsar Is:**

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

#### **What Ramsar Is Not:**

- A wetland designation.

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

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

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

#### **The Process for Designation:**

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

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

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

### **Next Steps for Designation:**

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

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

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



#### Nomination submission:

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

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

#### FINANCIAL IMPLICATIONS:

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

#### RELATED REPORTS AND APPENDICES

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

#### **Prepared by:**

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Jocelyn Baker  
Supervisor, Watershed Restoration

#### **Reviewed by:**

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Peter Graham P.Eng.  
Director, Watershed Management

#### **Submitted by:**

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Carmen D'Angelo  
Chief Administrative Officer / Secretary Treasurer





**NIAGARA PENINSULA CONSERVATION AUTHORITY  
FULL AUTHORITY MEETING MINUTES**

Wednesday July 15, 2015; 6:30 pm  
Ball's Falls Centre for Conservation  
3292 Sixth Avenue, Jordan, ON

**MEMBERS PRESENT:**

S. Annunziata (Vice-Chair)  
B. Baty  
S. Beattie  
F. Champion  
P. Darte  
D. DiFruscio  
J. Diodati  
A. Jeffs  
D. Joyner  
J. Kaspersetz  
J. Maloney  
T. Quirk  
R. Shirton  
B. Timms (Chair)

**MEMBERS ABSENT:**

B. Hodgson (*Regrets*)

**STAFF PRESENT:**

C. D'Angelo, CAO/Secretary-Treasurer  
D. Barrick, Sr. Manager, Operations  
P. Graham, Director, Watershed Management  
M. Brickell, Project Manager  
G. Furtney, Conservation Areas Supervisor  
B. Wright, Manager, Watershed Projects  
J. Baker, Project Manager, RAP and Restoration  
K. Vallier, Business Development Manager  
M. Reles, Communications Specialist  
J. Diamond, Water Quality Specialist  
E. Augustino, Water Quality Technician  
S. Gillis, Project Lead Restoration  
D. Lindblad, Project Lead Restoration  
M. MacIntyre, Superintendent – Long Beach CA  
N. Devos, Superintendent – Ball's Falls CA  
L. Conte, Administrative Assistant; Office of CAO

**GUESTS PRESENT:**

Greg & Erika Furney, Don Smith, Lennie Aarts, Glen Robins, Mark Neufeld, Peter Partington; Ramsar Advisor, Theresia Zierle, Betty Konc, Mary Kovacs, Bonnie Tuson, S. Berriman, Chris Powell; Stantec, Adam Rosso; Boralex.

Chairman Timms called the meeting to order at 6:30 pm

**Resolution No. FA – 119 - 15**

Moved by: R. Shirton

Seconded by: D. Joyner

That the meeting move to closed session to discuss violations before the Provincial Offences Court, a land acquisition in Wainfleet and the CAO Vehicle allowance.

CARRIED

## DECLARATION OF CONFLICT OF INTEREST

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Member J. Maloney declared a conflict of interest pertaining to the Violation “Wakulich”

## BUSINESS – Closed Session:

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

**Resolution No. FA – 120 - 15**

Moved by: P. Darte

Seconded by: A. Jeffs

THAT the meeting rise from closed session with report

## PUBLIC MEETING

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**Resolution No. FA – 121 - 15**

Moved by: R. Shirton

Seconded by: J. Kaspersetz

THAT the Full Authority meeting be adjourned.

CARRIED

NOTE: Full Authority meeting adjourned to hold the The Source Protection Authority meeting.

The Full Authority Board meeting reconvened at 7:15 pm

Chair Timms recognized and welcomed Peter Partington former Regional Chair who is attending this evening in support of the Ramsar application designation.

The following resolutions resulted from the discussions held in closed session:

**Resolution No. FA – 122 - 15**

Moved by: B. Baty

Seconded by: T. Quirk

THAT the land acquisition as outlined in REPORT # CR-68-15 be received and that no further action be taken.

CARRIED

**Resolution No. FA - 123 - 15**

Moved by: T. Quirk  
Seconded by: P. Darté

THAT board direction to staff on the Wakulich file be followed which includes notification to neighbours, Conservation Ontario and associated Ministries.

CARRIED

**Resolution No. FA – 124 - 15**

Moved by: J. Diodati  
Seconded by: P. Darté

THAT the CAO vehicle allowance as outlined in REPORT # CR-86-15 be approved.

CARRIED

Noted that Member J. Maloney declared a conflict of interest regarding the Wakulich violation and was excused from the meeting during such discussions.

## **DECLARATION OF CONFLICT OF INTEREST:**

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No conflicts declared for items in Public Session.

## **ADOPTION OF AGENDA:**

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**Resolution No. FA – 125 - 15**

Moved by: A. Jeffs  
Seconded by: T. Quirk

THAT the Agenda be revised so that item 20 of the Agenda regarding the NRW be considered under Business Arising from the Minutes.

CARRIED

## **DELEGATIONS:**

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**A. Water Quality – Joshua Diamond (NPCA Staff)**

The 2014 Water Quality Report has been posted on the NPCA website;  
[http://www.npca.ca/board/outgoing/Draft-2015-NPCA-Water-Quality-Report\\_web.pdf](http://www.npca.ca/board/outgoing/Draft-2015-NPCA-Water-Quality-Report_web.pdf)

**Resolution No. FA – 126 - 15**

Moved by: D. Joyner  
Seconded by: R. Shirton

THAT the presentation by Joshua Diamond regarding Water Quality be received.

CARRIED

- Member Baty expressed concern that the water management is not working in the 40 north subdivision, headwaters of the 12 mile creek. Staff will look into this.

**B. Ramsar/RAP designation – Jocelyn Baker & Deanna Lindblad (NPCA Staff)**

**Resolution No. FA – 127 - 15**

Moved by: S. Annunziata

Seconded by: T. Quirk

THAT the presentation by NPCA staff, J. Baker & D. Lindblad regarding the Ramsar/RAP Designation be received.

CARRIED

- Member Baty inquired about the continued monitoring and management of water quality once the Niagara River has been delisted and whether there would be funding available for this. J. Baker stated that once the River is de-listed, we enter into the monitoring and recovery phase and we anticipate continued financial support.

## **BUSINESS ITEMS IN OPEN SESSION:**

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**1. Approval of the Minutes - Full Authority Board Meeting June 17, 2015**

**Resolution No. FA – 128 - 15**

Moved by: T. Quirk

Seconded by: P. Darté

THAT the minutes of the Full Authority Meeting held June 17, 2015 be approved as presented.

CARRIED

**2. Business Arising from the Minutes**

At the last board meeting consideration of Report 64-15 regarding the NRW and easement agreement to the Gord Harry Trail was deferred. Follow-up Report 85-15 was considered as the noted change in the Agenda.

**Easement Agreement – NRW – Report No. 85-15**

- The following were some suggestions made by various members
  - that daily biological monitoring take place during the construction phase;
  - that the agreement specify the trail be returned back to its original or better state, before and after construction pictures to be documented;
  - that should ownership of the wind turbines change during the 20 year agreement, the contract amount should be paid out in full;
  - that members Joyner, Jeffs, Quirk, Chair and Vice-Chair be involved in finalizing the agreement

**Resolution No. FA – 129 - 15**

Moved by: J. Diodati

Seconded by: P. Darté

THAT the easement steering committee be comprised of, Chair, Vice-Chair, D. Joyner, A. Jeffs and T. Quirk to finalize negotiations of legal agreement.

CARRIED

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**Resolution No. FA – 130 - 15**

Moved by: T. Quirk  
Seconded by: P. Darté

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

**MOTION CARRIED 12-2**

**RECORDED VOTE**

NAME	YES	NO
ANNUNZIATA, Sandy <b>(Vice-Chair)</b>	✓	
BATY, Brian	✓	
BEATTIE, Stewart	✓	
CAMPION, Frank	✓	
DARTE, Pat	✓	
DIFRUSCIO, Dominic	✓	
DIODATI, Jim	✓	
HODGSON, Bill	<i>NOT IN ATTENDANCE</i>	
JEFFS, April		✓
JOYNER, Douglas		✓
KASPERSETZ, James	✓	
MALONEY, John	✓	
QUIRK, Tony	✓	
SHIRTON, Rob	✓	
TIMMS, Bruce <b>(CHAIR)</b>	✓	
TOTALS	12	2

**3. Correspondence**

**Resolution No. FA – 131 - 15**

Moved by: S. Annunziata

Seconded by: D. Joyner

THAT the correspondence item listed on the agenda be received for information.

CARRIED

- Member Quirk asked that the Children's Water Festival be part of the 2016 budget discussions, given Niagara Region's net 0 guidance.

**4. Chairman's Remarks**

- Chair and CAO attended the Conservation Ontario meeting where issues were raised owing to an increase in frequency of flooding, extreme weather events and the subsequent need for updated floodplain mapping. Concern was also raised about the lack of knowledge and understanding that JP's and Justices have and how they interpret and apply policies under the Conservation Authorities Act.
- Chair will be attending the 2015 Conservation Authorities Biennial tour September 20 – 23. Chair acknowledged member Quirk's suggestion that the NPCA offer to host a future C. A. biennial tour.

**5. CAO Remarks**

- CAO provided an update to the City of Hamilton's appeal; they were paying levies based on the 2014 figures and were therefore in arrears, they have now agreed to pay the 2015 amounts.

## **Reports for Information:**

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**6. Project Status Reports:**

**6.1 Watershed Status Report No. 69-15**

Member Annunziata requested an update on Permit #3587, staff will respond.

**6.2 Operations Status Report No. 70-15**

**6.3 Corporate Services Status Report No. 71-15**

**7. Financials & Reserve - Month Ending June 30 – Report No. 72-15**

**8. Forestry Bylaw – Report No. 73-15**

**9. Moveable Assets Policy – Report 74-15**

**10. Capital Projects – Status Update - 75-15**

**Resolution No. FA – 132 - 15**

Moved by: J. Kaspersetz  
Seconded by: B. Baty

THAT Reports 69, 70, 71, 72, 73, 74 and 75, be received for information purposes.

CARRIED

## Reports for Consideration:

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**11. 2015 Annual Water Quality Report - Report No. 76-15**

**Resolution No. FA – 133 - 15**

Moved by: T. Quirk  
Seconded by: R. Shirton

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

CARRIED

- CAO, C. D'Angelo noted that the Water Quality Report has been posted on our website and the action plan is to provide this information to homeowners.  
[http://www.npca.ca/board/outgoing/Draft-2015-NPCA-Water-Quality-Report\\_web.pdf](http://www.npca.ca/board/outgoing/Draft-2015-NPCA-Water-Quality-Report_web.pdf)

**12. Proposed Niagara River Ramsar Designation - Report No. 77-15**

**Resolution No. FA – 134 - 15**

Moved by: P. Darté  
Seconded by: S. Annunziata

That the NPCA Board receive Report 77-15 for information; and,

That the NPCA Board endorse the proposed Niagara River Ramsar designation and to have Board members S. Annunziata, P. Darté, B. Baty, J. Kaspersetz, and Tony Quirk volunteer to sit on the Ramsar Steering Committee pending approval of the Ramsar Steering Committee.

CARRIED

**13. Niagara River RAP Agreement – Report No. 78-15**

**Resolution No. FA – 135 - 15**

Moved by: J. Diodati  
Seconded by: S. Beattie

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

CARRIED



**14. Great Lakes Sustainability Fund Agreement - Report No. 79-15**

**Resolution No. FA – 136 - 15**

Moved by: T. Quirk  
Seconded by: S. Beattie

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

CARRIED

**15. National Wetland Conservation Fund Agreement – Report No. 80-15**

**Resolution No. FA – 137 - 15**

Moved by: J. Kaspersetz  
Seconded by: S. Beattie

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

CARRIED

**16. Land Use Agreement-Fort Erie Conservation Club Lease - Report No. 81-15**

**Resolution No. FA – 138 - 15**

Moved by: T. Quirk  
Seconded by: F. Campion

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

CARRIED

**17. Land Management Agreement – NCC – Lathrop - Report No. 82-15**

**Resolution No. FA – 139 - 15**

Moved by: T. Quirk  
Seconded by: S. Beattie

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

CARRIED

- It was noted that the Board is not agreeable to renewing *this* agreement, however, there may be an opportunity to consider alternative agreements.

**18. Naming of Assets & Facilities Policy – Report No. 83-15**

**Resolution No. FA – 140 - 15**

Moved by: S. Annunziata  
Seconded by: P. Darté

That Report No. 83-15 be received for information; and That the attached Naming of Assets and Facilities policy (Appendix 1) be approved.

CARRIED

**19. Mountainview Conservation Area – Report No. 84-15**

**Resolution No. FA – 141 - 15**

Moved by: S. Annunziata  
Seconded by: P. Darté

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

CARRIED

**20. Other Business**

- Member Jeffs suggested revisiting our board meeting schedule so as to hold the meetings in the evening vs. the day time in order to accommodate the public that may wish to attend. Chair, Timms stated that according to our currently board approved schedule, our September meeting is scheduled for 6:30 pm and Oct, Nov and Dec meetings are scheduled for 9:30 am. Mayor Jeffs' suggestion will certainly be considered when determining our 2016 schedule.
- The scheduled August board meeting will be cancelled; with the following resolution,

**Resolution No. FA – 142 - 15**

Moved by: S. Beattie  
Seconded by: J. Kaspersetz

THAT the currently scheduled board meeting of August 12, is cancelled.

CARRIED

- Member B. Baty attended the FCM conference with a very informative floodplain presentation. It was suggested that the Presenter be contacted for a copy of the presentation and invited to present to the NPCA Board. It was further suggested that arrangements be made to have NPCA staff presentations (ie Ramsar, Water Quality) aired on Cogeco for public viewing & information.

- Member Baty commended the NPCA staff for attending Board meetings and delivering their presentations as this helps the board better understand the issues NPCA deals with on a day-to-day basis. Commendation was also given to Carmen D'Angelo for his great leadership.
- Chair Timms echoed member Baty's commendation to staff and CAO. Timms noted that NPCA's applications for funding from the Waterfront Enhancement Strategy 2015 funds for Wainfleet was granted by the Region.

## ADJOURNMENT

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There being no further business, the following resolution was presented:

### **Resolution No. FA – 143 - 15**

Moved by: S. Beattie

Seconded by: J. Kaspersetz

THAT the Full Authority meeting be adjourned. Received at 9:45 pm



Lisa Conte; Recording Secretary



D. Bruce Timms, Chair, NPCA

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**Report To:** Board of Directors

**Subject:** Financial and Reserve Report – Month Ending February 2018

**Report No:** 33-18

**Date:** March 24, 2018

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**RECOMMENDATION:**

That Report No. 33-18 respecting Financial and Reserve Report – Month Ending February 2018 **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:**

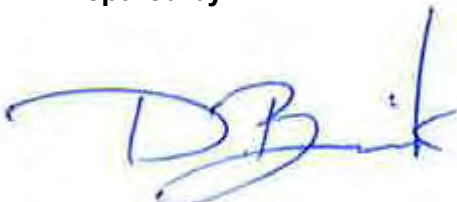
The lines of business are within budget allocations identified during the budget preparation and approval cycle.

**RELATED REPORTS AND APPENDICES:**

**Appendix 1 – Budget Status Report: for month ending February 2018 (consolidated)**

**Appendix 2 - Statement of Reserves for month ending February 2018**

**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, 2018 -FEBRUARY 28, 2018**

<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	0.0%
PROVINCIAL GRANTS - MOE	-	99,500	0.0%
PROVINCIAL GRANTS - OTHER	38,806.69	200,000.00	19.4%
FEDERAL GRANTS	7,705	155,000	5.0%
MUNICIPAL LEVY - GENERAL	-	5,805,740	0.0%
LEVY - SPECIAL - NIAGARA	-	824,120	0.0%
LEVY - SPECIAL - HAMILTON	-	23,315	0.0%
ADMINISTRATION FEES	55,345	367,500	15.1%
USER FEES /OTHER REVENUES	221,823	1,787,850	12.4%
LAND OWNER CONTRIBUTION	576	-	100.0%
MISCELLANEOUS		193,500	0.0%
	<b>324,256</b>	<b>9,631,021</b>	<b>3.4%</b>

**EXPENDITURES**

CAO/BOARD & ADMINISTRATION	224,581	1,605,035	14.0%
WATERSHED	265,196	2,578,492	10.3%
CORPORATE RESOURCES	481,592	5,447,494	8.8%
	<b>971,369</b>	<b>9,631,021</b>	<b>10.1%</b>

**NIAGARA PENINSULA CONSERVATION AUTHORITY**  
**CAO/BOARD AND CORPORATE SERVICES**  
**JANUARY 1, 2017 -FEBRUARY 28, 2018**

<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	-	29,496	0.0%
PROVINCIAL GRANTS - OTHER	-	42,500	0.0%
MUNICIPAL LEVY - GENERAL	-	1,533,039	0.0%
MISCELLANEOUS	-	-	100.0%
	-	<b>1,605,035</b>	<b>0.0%</b>

**EXPENDITURES**

<b>CAO &amp; BOARD EXPENSES</b>	<b>53,713</b>	<b>401,626</b>	<b>13.4%</b>
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**ADMINISTRATION**

OFFICE SERVICES	35,836	298,234	12.0%
HUMAN RESOURCES	28,727	323,118	8.9%
CORPORATE COMMUNICATIONS	106,305	582,057	18.3%
	<b>170,868</b>	<b>1,203,409</b>	<b>14.2%</b>



**NIAGARA PENINSULA CONSERVATION AUTHORITY  
WATERSHED  
JANUARY 1, 2018 -FEBRURY 28, 2018**

<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	-	145,000	0.0%
PROVINCIAL GRANTS - MOE	-	99,500	0.0%
PROVINCIAL GRANTS - OTHER	38,807	115,000	33.7%
FEDERAL GRANTS	7,705	155,000	5.0%
MUNICIPAL LEVY - GENERAL	-	1,479,677	0.0%
LEVY - SPECIAL - HAMILTON	-	23,315	0.0%
ADMINISTRATION FEES	55,345	367,500	15.1%
LAND OWNER CONTRIBUTION	576	-	100.0%
MISCELLANEOUS	-	193,500	0.0%
	<b>102,433</b>	<b>2,578,492</b>	<b>4.0%</b>
<b><u>EXPENDITURES</u></b>			
WATERSHED MANAGEMENT	69,780	443,526	15.7%
PLAN REVIEW AND REGULATIONS	81,751	790,601	10.3%
WATERSHED PROJECTS	113,666	1,344,365	8.5%
	<b>265,196</b>	<b>2,578,492</b>	<b>10.3%</b>

**NIAGARA PENINSULA CONSERVATION AUTHORITY**  
**CORPORATE RESOURCES**  
**JANUARY 1, 2018 -FEBRUARY 28, 2018**

<b><u>REVENUES</u></b>	<b><u>YTD ACTUAL</u></b>	<b><u>ANNUAL BUDGET</u></b>	<b><u>% OF BUDGET</u></b>
PROVINCIAL GRANTS - OTHER	-	42,500.00	0.0%
MUNICIPAL LEVY - GENERAL	-	2,793,024	0.0%
LEVY - SPECIAL - NIAGARA	-	824,120	0.0%
USER FEES/OTHER REVENUES	221,823	1,787,850	12.4%
	<b>221,823</b>	<b>5,447,494</b>	<b>4.1%</b>
<b><u>EXPENDITURES</u></b>			
MANAGEMENT	250,391	3,063,802	8.2%
STRATEGIC INITIATIVES	46,449	473,268	9.8%
LAND PROGRAMMING	171,675	1,739,924	9.9%
VEHICLES AND EQUIPMENT	13,077	170,500	7.7%
	<b>481,592</b>	<b>5,447,494</b>	<b>8.8%</b>

**NIAGARA PENINSULA CONSERVATION AUTHORITY**  
**CONSOLIDATED CAPITAL**  
**JANUARY 1, 2018 - FEBRUARY 28 , 2018**

<b><u>REVENUES</u></b>	<b><u>YTD ACTUAL</u></b>	<b><u>ANNUAL BUDGET</u></b>	<b><u>% OF BUDGET</u></b>
MUNICIPAL LEVY - GENERAL	-	440,378	0.0%
LEVY - SPECIAL - NIAGARA	-	1,304,701	0.0%
LEVY - SPECIAL - HAMILTON	-	100,000	0.0%
RESERVE FUNDS	-	204,000	0.0%
MISCELLANEOUS/OTHER	-	275,000	100.0%
	-	<b>2,324,079</b>	<b>0.0%</b>

**EXPENDITURES**

CORPORATE SERVICES	-	116,500	0.0%
WATERSHED	-	88,000	0.0%
LAND DEVELOPMENT	64,170	1,679,201	3.8%
NIAGARA DIFFERENTIAL (RESERVE)	-	440,378	0.0%
	<b>64,170</b>	<b>2,324,079</b>	<b>2.8%</b>

**NIAGARA PENINSULA CONSERVATION AUTHORITY**  
**CORPORATE SERVICES - CAPITAL**  
**JANUARY 1, 2018 - FEBRUARY 28, 2018**

<u>REVENUES</u>	<u>YTD ACTUAL</u>	<u>ANNUAL BUDGET</u>	<u>% OF BUDGET</u>
LEVY - SPECIAL - NIAGARA	-	96,500	0.0%
MISCELLANEOUS/OTHER	-	20,000	0.0%
	-	<b>116,500</b>	<b>0.0%</b>

**EXPENDITURES**

GIS/CORPORATE RESOURCES	-	116,500	0.0%
	-	<b>116,500</b>	<b>0.0%</b>

**NIAGARA PENINSULA CONSERVATION AUTHORITY**  
**WATERSHED CAPITAL**  
**JANUARY 1, 2018 - FEBRUARY 28, 2018**

<b><u>REVENUES</u></b>	<b><u>YTD ACTUAL</u></b>	<b><u>ANNUAL BUDGET</u></b>	<b><u>% OF BUDGET</u></b>
LEVY - SPECIAL - NIAGARA	-	40,000	0.0%
RESERVE FUNDS	-	23,000	0.0%
MISCELLANEOUS/OTHER	-	25,000	
	-	<b>88,000</b>	<b>0.0%</b>

<b><u>EXPENDITURES</u></b>			
FLOODPLAIN MAPPING	-	-	100.0%
STREAM GUAGE & MONITORING NETWORK	-	88,000	0.0%
	-	<b>88,000</b>	<b>0.0%</b>

**NIAGARA PENINSULA CONSERVATION AUTHORITY**  
**CONSERVATION LAND DEVELOPMENT - CAPITAL**  
**JANUARY 1, 2018- FEBRUARY 28, 2018**

<b><u>REVENUES</u></b>	<b><u>YTD ACTUAL</u></b>	<b><u>ANNUAL BUDGET</u></b>	<b><u>% OF BUDGET</u></b>
LEVY - SPECIAL - NIAGARA	-	1,168,201	0.0%
LEVY - SPECIAL - HAMILTON	-	100,000	0.0%
RESERVE FUNDS	-	181,000	0.0%
MISCELLANEOUS/OTHER	-	230,000	100.0%
	-	<b>1,679,201</b>	<b>0.0%</b>

**EXPENDITURES**

LAND ACQUISITION (RESERVE)	-	600,000	0.0%
BALL'S FALLS	34,948	213,201	16.4%
BINBROOK	-	90,000	100.0%
CHIPPAWA CREEK	219	113,000	0.0%
LONG BEACH	29,002	330,000	8.8%
ECOLOGICAL PROJECTS	-	35,000	100.0%
GAINSBOROUGH CENTRAL WORKSHOP	-	298,000	0.0%
	<b>64,170</b>	<b>1,679,201</b>	<b>3.8%</b>



NIAGARA PENINSULA CONSERVATION AUTHORITY  
STATEMENT OF CONTINUITY FOR CAPITAL & OPERATING RESERVES  
FOR THE YEAR ENDED DECEMBER 31, 2017 & FORECAST FOR 2018  
UNAUDITED

	Balance 31-Dec 2016	Appropriations From Operations	Appropriations To Operations	Balance 31-Dec 2017	2018 Appropriations From Operations	2018 Appropriations To Operations	Balance 31-Dec 2018
	\$	\$	\$	\$			
<b>Unexpended Capital Reserves</b>							
Equipment	383,397.59	0.00	104,078.33	279,319.26		204,000	75,319.26
General Capital	1,283,537.05	45,389.71	270,541.78	1,058,384.98		233,500.00	824,884.98
Flood Protection Services	404,350.82	0.00	45,085.01	359,265.81		72,000.00	287,265.81
Niagara Levy Differential	774,469.00	431,744.00		1,206,213.00	440,378.00	1,646,591.00	0.00
Land acquisition-Hamilton	900,000.00	100,000.00		1,000,000.00	100,000.00		1,100,000.00
Land acquisition-Niagara	798,176.04	500,000.00		1,298,176.04	500,000.00		1,798,176.04
Land acquisition-Cave Springs	0.00	133,703.96		133,703.96			133,703.96
	4,160,532.91	1,210,837.67	315,626.79	5,055,743.79	1,040,378.00	1,952,091.00	4,144,030.79
	4,543,930.50	1,210,837.67	419,705.12	5,335,063.05	1,040,378.00	2,156,091.00	4,219,350.05
<b>Operating Reserves</b>							
General Operating Reserve	559,489.13	53,741.03		613,230.16			613,230.16
Tree Bylaw Agreement	82,370.76			82,370.76			82,370.76
	641,859.89	53,741.03	0.00	695,600.92			695,600.92
	641,859.89	53,741.03	0.00	695,600.92	0.00	0.00	695,600.92
<b>Grand Total Reserves</b>	5,185,790.39	1,264,578.70	419,705.12	6,030,663.97	1,040,378.00	2,156,091.00	4,914,950.97
<b>Deferred Revenue - Ontario Power Generation</b>	1,736,980.66		189,395.48	1,547,585.18		446,300.00	1,101,285.18

**Report To: Board of Directors**

**Subject: NPCA Awareness Survey – Secondary Study**

**Report No: 38-18**

**Date: March 26, 2018**

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**RECOMMENDATION:**

That Report No. 38-18 respecting the NPCA Awareness Survey **BE RECEIVED** for information.

**PURPOSE:**

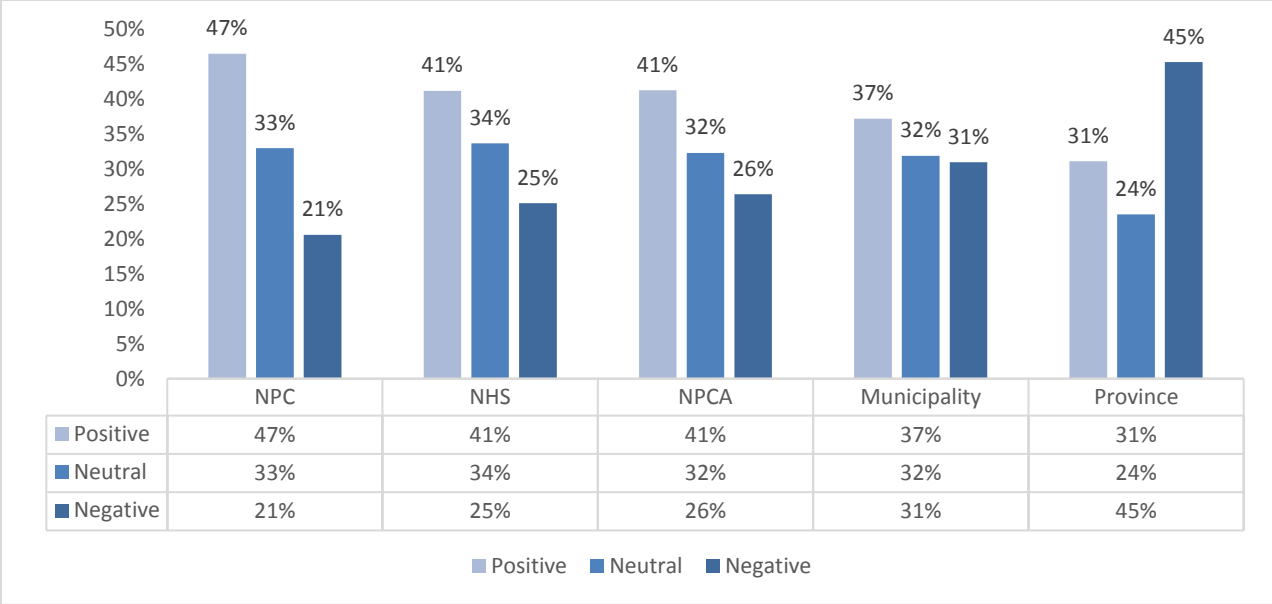
The initial NPCA Awareness survey was presented to the Strategic Planning Committee on March 9, 2018. Through discussion, the Board directed NPCA Communications staff to re-poll question #5 to determine NPCA's results in comparison to other public bodies.

**REPORT:**

NPCA Communications launched another survey to determine the level of trust the public has in comparison to other public bodies. The survey was launched with the same audience parameters as the initial survey, and on the same platform.

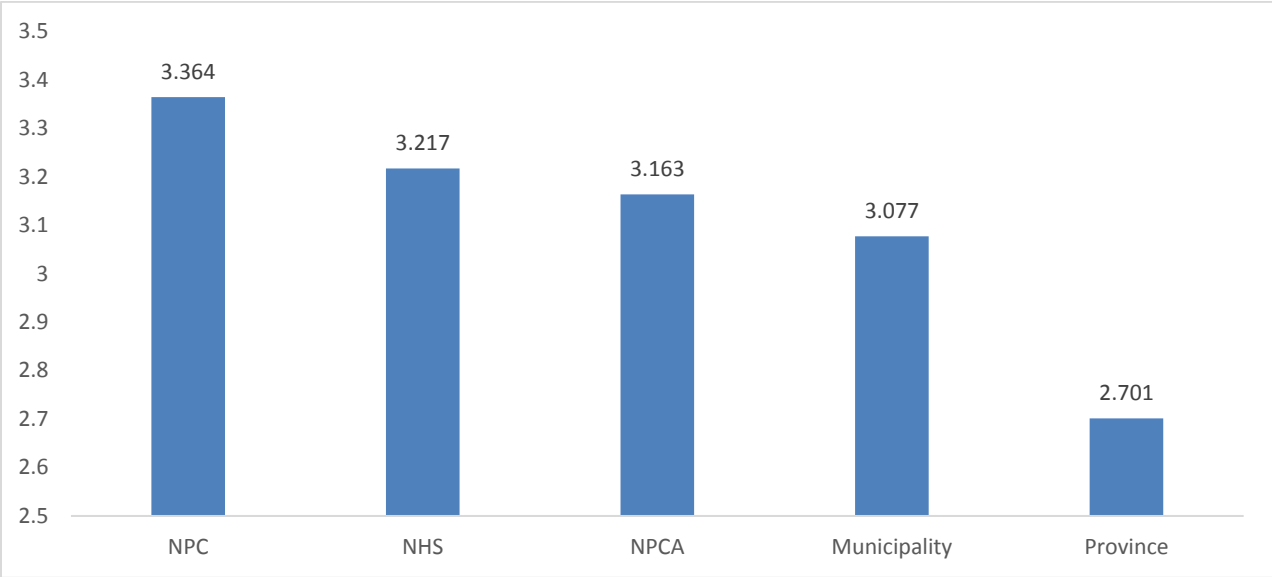
500 respondents answered the survey. The degree of error for this survey does not exceed +/- 4%.

Questions were framed the same for each body. i.e. How trustworthy is \_\_\_\_? Answers were provided on a five-point scale. A five-star rating is defined as *very trustworthy* whereas a one-star rating is defined as *not trustworthy*.



Notes: NPCA's results were nearly the same as the Niagara Health System and showed a clear difference between how trusted the NPCA is in relation to municipalities and the province. Positive is defined as those that answered 4 or 5 stars, neutral as 3 stars, and negative as 1 or 2 stars.

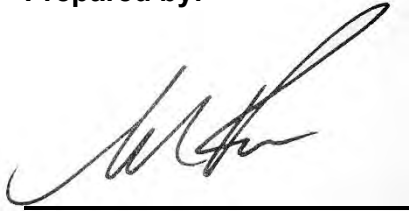
AVERAGE SCORE (out of 5)



**FINANCIAL IMPLICATIONS:**

None.

**Prepared by:**

A handwritten signature in black ink, appearing to read 'Michael Reles', written over a horizontal line.

**Michael Reles**  
**Manager, Communications**

**Submitted by:**

A handwritten signature in blue ink, appearing to read 'Mark Brickell', written over a horizontal line.

**Mark Brickell**  
**Chief Administrative Officer/Secretary-Treasurer**

# NPCA 2018-2021 Strategic Plan

Primer + Strategic Priority Themes  
for Public/Community Consideration



April 2018



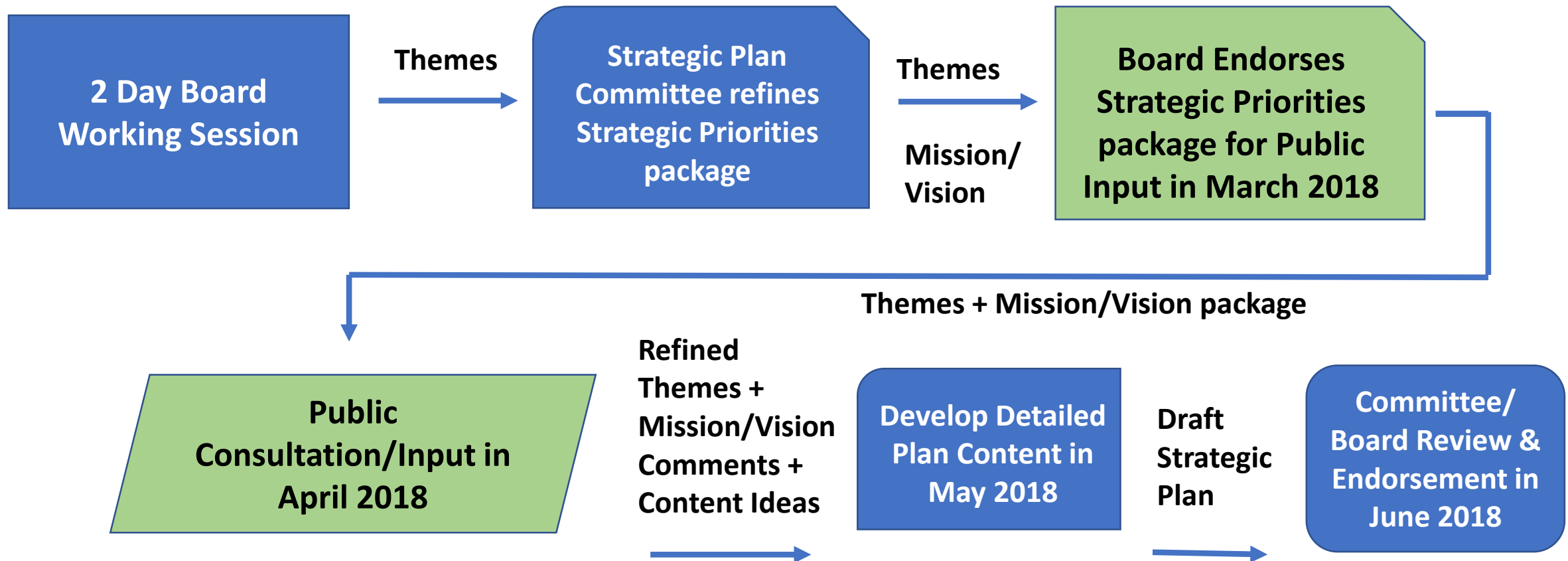
# Primer on NPCA Strategic Planning Process & Model



# NPCA Board Has Developed Draft Strategic Priorities for Public/Community Input

- ✓ NPCA 2-day Strategic Plan Working Session (February)
  - Board members & senior staff brainstorming/strategic thinking
  - Facilitated by Performance Concepts Consulting
- ✓ Board's Strategic Planning Sub-Committee reviewed/refined package of draft strategic priority "themes" (March)
- ✓ NPCA Board to endorse draft strategic priority "themes" + refined Mission/Vision statement + proposed public consultation process/tools (March)

# NPCA Board's Envisioned Pathway to NPCA 2018-21 Strategic Plan



# NPCA Will Avoid Shortcomings of Traditional Public Sector Strategic Plans...Will Not Be “Mile Wide & Inch Thick”

*“ Having conflicting goals, dedicating resources to unconnected targets, and accommodating incompatible interests are the luxuries of the rich and powerful, but they make for bad strategy. Despite this, most organizations will not create focused strategies. Instead they will generate laundry lists of desirable outcomes and, at the same time, ignore the need for genuine competence in coordination and focusing their resources.*

***Good strategy is at least as much about what an organization does not do as it is about what it does”***

Richard Rumlet,  
*Good Strategy/Bad Strategy & Why It Matters*

# The Greatest ENEMY of Strategic CHANGE at NPCA is: Our DAY JOB!

Whirlwind

(Whirlwind is fueled by the Day Job that consumes 80% of NPCA capacity to do work)



URGENT

It Acts on You!

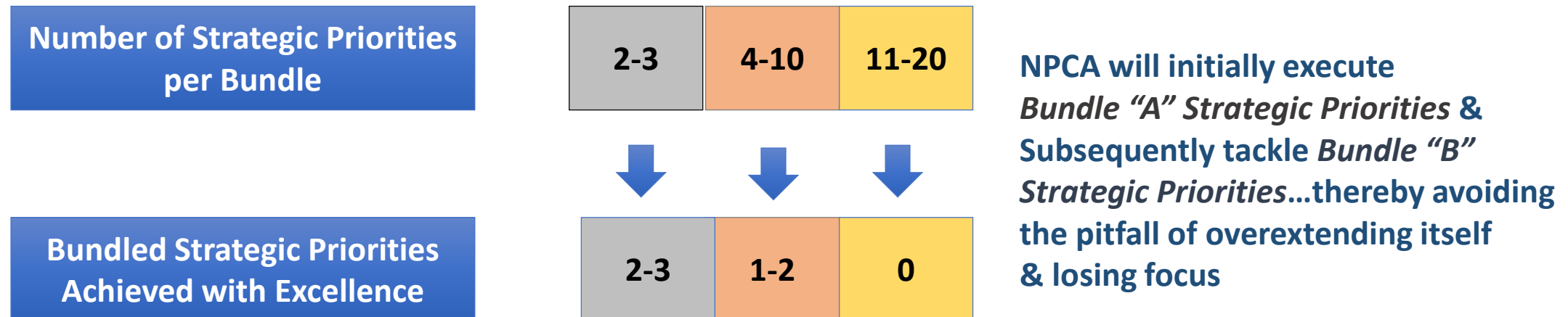
**“Wildly Important”  
Strategic Priorities**  
(New Initiatives Supporting  
Positive Change)

Strategically  
IMPORTANT

You Act On It!

*Limited  
capacity  
for change =  
need for  
carefully  
triaged  
NPCA  
Strategic  
Priorities*

# NPCA Must Triage & Group Its *Strategic Priorities* into Workable/Smaller “Bundles” to Ensure Successful Execution:



*The fundamental principle at work is that human beings are genetically hardwired to do one thing at a time with excellence. Organizations must behave accordingly. **Too many strategic priorities at any given point in time = No genuine/achievable strategic priorities.** Must avoid being a “mile wide & an inch thick” in order to focus finite resources & drive NPCA towards successful execution!*



# NPCA Strategic Priority Themes for Public/Community Consideration

# *Priority Theme A:*

## Sharpening Mandate/ Mission

### Keeping the Focus on Conservation Fundamentals

- A refined *Mission & Mandate* acts as a “lens” for the Board to consider new Priority Themes within the 2018-21 Strategic Plan
- Position *Conservation Act* mandate as “backbone” of a refined *Mission Statement*
  - Regulation 123 supports mandate “backbone” for NPCA properties
  - Regulation 155/06 supports mandate “backbone” re. regulating land use
    - Slope/Natural Hazards/Provincially Significant Wetlands (PSW)/Buffers
- Ensure a refined NPCA *Mission & Mandate* “lens” provides focus on Strategic Priorities that are consistent with conservation partners such as First Nations
- Recognize important distinction between NPCA Conservation Act regulatory mandate versus environmental activism/public policy advocacy role undertaken by community groups & stakeholders



## *Priority Theme B:*

# Towards Focused Watershed Resource Management Planning Engineering & Data Driven Problem Solving

- Build community coalitions on specific watercourses with NPCA as organizing quarterback
- Engineering based perspective/actions on climate change mitigation
- Improved/comprehensive floodplain mapping to inform decisions re. development permitting & climate change mitigation
- Evidence driven actions to mitigate environmental degradation
- Support for aquatic habitats (links to 3 million plants Strategic Priority)
- Monitor water quality (i.e. well designed testing regime) to provide evidence-based inputs for legislated water quality enforcement agencies (e.g. MOE)
- Focus on NPCA's already-defined Source Water protection responsibilities



# *Priority Theme C:*

## Rebuilding the Canopy

### Plant 1 Million Trees & 3 Million Plants

- NPCA to bring \$ to the table as it builds/coordinates a broad coalition of conservation stakeholders/businesses & volunteers
  - NPCA to quarterback creation of a watershed-wide Trees Co-op
- Achieve watershed restoration impacts far beyond previous NPCA restoration programming
- Mitigate negative climate change impacts
- Strengthen/focus efforts re. invasive species pushback
- Develop & execute a “Rebuild the Canopy” business plan with Co-op partners & community coalition
  - Business plan to cover next two terms of NPCA Board & the 3 watershed municipal councils (8 years in total)
  - Progress targets to be imbedded in Year 4 & Year 8 of business plan

## *Priority Theme D:*

# Forging Corridors & Creating Parks

## 100-year Land Plan for the Watershed

- Create a network of 3-4 Central Parks connecting across the watershed
  - Wildlife migration corridors
  - Habitat protection/restoration/enhancement
- Ongoing strategic land acquisition using already-developed NPCA criteria
- End of life plans for quarries
- Master Plans for each acquired land parcel (major parcels)
- Seaway surplus lands, DND lands, Showers watercourse
- Partnership with education institutions re: data mining, volunteers, GIS mapping
- Connect with/support “Rebuild the Canopy” 1-million Trees business plan
  - Lease lands for trees planting

## *Priority Theme E:*

# Addressing the Demand Curve

## Expanding Services for Park Users

- Execute Master Plan mandated park improvements as per 10-year capital budget
- Expand # campsites in existing NPCA park facilities
  - Meet NPCA waiting list that documents “excess demand”
  - Staff envision 100 new spaces – 50 @ Chippewa Creek CA & 50 @ Long Beach CA
- Opportunity for revenue stream self-funding of NPCA park improvements/camp sites expansion
- Develop timeframe target for each phased bundle of new camp sites
- Maintain lifecycle-driven maintenance of existing NPCA parks/facilities/camp sites...no robbing Peter to pay Paul

## *Priority Theme F:*

# Continuous Improvement & Focusing on Results

## Maintaining Trends Re. “Good Management”

- Acting on the Auditor General Report recommendations
- Acting on recommendations re. Performance Concepts 2014-17 Strategic Plan progress assessment
- Building an NPCA results-based Performance Scoreboard
  - Key Performance Indicators (KPIs) will yield future performance targets
- HQ leasehold improvements to support improved customer service & staff working conditions
- Procurement model improvements now underway (centralize to ensure consistency & accountability)
- Improved HR management tools/processes
- Website re-invention
- Borrowing capacity opportunities to leverage expanded capital investment/reduction of unfunded capital deficit for existing properties

## *Priority Theme G:*

# Doing Consultation a New Way Modernizing the Conversation Toolkit

- Opportunity to expand the conversation beyond traditional face-to-face approaches (mixed results historically for NPCA)
  - Interactive software/online tools can create ongoing community engagement & dialogue with a lens to sustained relationships
- Improved documentation of community members wanting to be part of the NPCA conversation
- Create 2-way communication channels using NPCA Advisory Committee
  - Disseminate info & participation requests via Committee members as conduits
  - Gather/integrate input from numerous actors via Committee members as conduits
- Ensure “all voices heard” via technologies that control for excessive volume & democratize input from all actors across the conversation

# NPCA 2018-2021 Strategic Plan

Draft NPCA Mandate & Mission Statements  
for Consideration by the NPCA Board



March 26<sup>th</sup> 2018





# Current NPCA Mission & Vision Statements

# NPCA MISSION in 2014-17 Strategic Plan

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



# NPCA VISION in 2014-17 Strategic Plan

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



# Draft NPCA Mandate & Mission Statements for Board & Public Consideration

# Draft NPCA Mandate Statement to Inform 2018-21 Strategic Plan

As prescribed by the Conservation Authorities Act; to establish and undertake on a watershed basis, programs and services to further the conservation, restoration, development and management of natural resources.



# Draft NPCA Mission Statement to Inform 2018-21 Strategic Plan

Mission: To implement our Conservation Authorities Act mandate while remaining a responsive, innovative, accountable and financially sustainable organization.







# HAVE YOUR SAY: STRATEGIC PLAN CONSULTATION



# TEASER CAMPAIGN







# TEASER CAMPAIGN

- » Email Blasts
- » Social Media
- » State of the Region
- » Hawkwatch

Began March 22






# IDENTIFIED ENGAGEMENT GROUPS

- » General Public
- » Agricultural Sector
- » Development Community
- » First Nation/Métis People
- » Planners
- » Conservation Community
- » Education Sector
- » Volunteers
- » Municipal Councillors
- » Staff
- » Park Users





SELF-  
IDENTIFY  
HOW THEY  
WANT TO BE  
ENGAGED





# TOOLS OF ENGAGEMENT

» Online: Surveys (Video)

» Online: Stories

» Online: Q&A

» Townhalls

» April 10, 17, & 24

» Self-Identify Presentation



A photograph of a forest stream flowing over rocks, with autumn foliage on the banks. The image is split vertically: the left side shows the stream and foliage in natural colors, while the right side is a dark blue overlay containing text.

# PROMOTION

- » Social Media (Paid/Unpaid)
- » Online Video
- » Online Display Advertising
- » Print Media
- » News Releases
- » Email Campaigns
- » Signage at Parks





# POP-UP EVENTS

**APR 18 - Earth Day at St.  
Catharines Market Square**

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**APR 20 - NPCF Wild Game  
Dinner**

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**APR 21 - St. Johns Trout  
Pond Opening**

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**TBD - RAP/NPCA Movie  
Screening**

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QUESTIONS



26	27	28	29	30	31	
MARCH		STATE OF THE REGION TEASER		HAWK WATCH POP UP		
2	3	4	5	6	7	
APRIL						
9	10	11	12	13	14	15
	ALL STAFF MEETING PRESENTATION TOWN HALL 5:30 – 7:30	ONLINE SURVEY LAUNCH				
16	17	18	19	20	21	22
	TOWN HALL 5:30 – 7:30	EARTH DAY @ MARKET SQUARE POP UP		NPCF WILD GAME DINNER POP UP	ST. JOHNS TROUT POND OPENING POP UP	
23	24	25	26	27	28	29
	TOWN HALL 5:30 – 7:30	TENTATIVE RAP MOVIE SHOWING POP UP	ANALYTICS REVIEW PIVOT IF WE ARE MISSING KEY DEMOGRAPHICS			
30	1	2	3	4	5	6
MAY	FACE TO FACE MEETING and/or PRESENTATIONS					
7	8	9	10	11	12	13



**NIAGARA PENINSULA CONSERVATION AUTHORITY (NPCA)  
STRATEGIC PLANNING COMMITTEE  
MEETING MINUTES**

Friday, March 9, 2018  
9:00 a.m.  
Niagara Peninsula Conservation Authority  
Boardroom  
250 Thorold Road West, Welland, ON

---

**MEMBERS PRESENT:**

S. Annunziata  
B. Baty  
S. Beattie  
D. DiFruscio  
J. Kaspersetz  
P. MacPherson  
J. Maloney  
T. Quirk (Chair)  
B. Timms (at 9:21 a.m.)

**STAFF PRESENT:**

M. Brickell, Chief Administrative Officer/Secretary-Treasurer  
D. Barrick, Senior Director, Corporate Resources  
G. Furtney, Acting Director, Watershed Management  
R. Bisson, Community Engagement Manager  
K. Caputo, Communications Specialist  
E. Navarro, Communications Specialist  
M. Reles, Manager of Communications  
K. Royer, Community Outreach Coordinator  
D. Gullett, Recording Secretary

**OTHERS PRESENT:**

T. MacDonald, Performance Concepts Consulting

Committee Chair Quirk called the meeting to order at 9:05 a.m. and welcomed Board Members and staff to the meeting.

## **1. ADOPTION OF AGENDA**

---

**1.1 Addition of Items**

There were no additional items.

**1.2 Change in Order of Items**

There were no changes in the order of items.



### 1.3 Motion to Adopt Agenda

Resolution No. SP-01-18

Moved by Board Member MacPherson

Seconded by Board Member Beattie

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

**CARRIED**

## 2. **DECLARATION OF CONFLICT OF INTEREST**

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There were no declarations of conflicts of interest.

## 3. **PRESENTATIONS**

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### 3.1 Summary of 2-Day Strategic Planning Workshop

Todd MacDonald, Performance Concepts Consulting presented a preliminary NPCA Strategic Priority Themes for Stakeholder & Public Consideration. Topics of the presentation included:

- Primer on NPCA Strategic Planning Process & Model
- Pathway to NPCA 2018-21 Strategic Plan
- Setting Strategic Priorities
- Draft Strategic Priority Themes:
  - Sharpening Mandate/Mission
  - Rebuilding the Canopy
  - Forging Corridors & Creating Parks
  - Improved Water Quality; an evidence-based Watershed Management Plan
  - Addressing the Demand Curve: expanding services for park users
  - Continuous Improvement & Focusing on Results
  - Doing Consultation a New Way

Committee members discussed, in part, the following:

- Habitat protection, enhancement and restoration
- Emphasize Climate Change in mitigation, but it cannot be the driving factor
- Explain our partners, their responsibilities vs. NPCA
- Consultation – “Old School” does work, it is just not enough

#### **Staff Direction(s):**

- Determine how many more campsites are required per year for each park
- Remove the word “mini” from the land plan slide
- Improved Water Quality slide should be renamed to “Watershed Resource Management”
- Floodplain mapping should be the first bullet on the slide
- Source Water Protection should be inclusive with Water Quality

Resolution No. SP-02-18

Moved by Board Member Baty

Seconded by Board Member Annunziata

1. That the Strategic Planning Committee recommends to the Niagara Peninsula Conservation Authority – Full Authority Board:

- a. That the Strategic themes, as amended, **BE APPROVED** as the basis for public consultation.

**CARRIED**

Staff Direction(s):

- 1) That Performance Concepts **Consulting provide** an amended slide deck to be distributed to Strategic Planning Committee members prior to the Full Authority Meeting being held on March 26, 2018.

3.2 Public Engagement

NPCA Communications staff presented a draft “Engaging the Community: Strategic Plan Feedback”. Topics of the presentation included:

- Identify how “they” want to be engaged
- Tools of engagement
- Timeline

The following comments were, in part, made:

- Engagement Groups should include: Park Users, Landowners, Partners, Municipal Planners and Internal Staff
- Tools of Engagement: include “Pop Up Events”

Resolution No. SP-03-18

Moved by Board Member Timms

Seconded by Board Member MacPherson

- 1) That Report SPC-01-18 respecting the NPCA Awareness Survey **BE RECEIVED**; and
- 2) That staff **BE DIRECTED** to prepare a report respecting Community Engagement for consideration at the Full Authority Board meeting being held on Monday, March 26, 2018.

**CARRIED**

Staff Direction(s):

- Board Chair Annunziata requested staff to re-poll question # 5 “How trustworthy is the NPCA?” to benchmark NPCA’s results against other public bodies. (S. Annunziata).

## 4. ADMINISTRATIVE BUSINESS

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### 4.1 NPCA Current Mission / Value Statement – Next Steps

Committee members requested Mr. MacDonald and NPCA staff develop (three or more) DRAFT Mission / Value statements that can be reviewed at a Strategic Planning Committee meeting to be scheduled for Monday, March 19, 2018 at 11:00 a.m.

## 5. ADJOURNMENT

---

There being no further business, the Strategic Planning Committee adjourned at 11:10 a.m. with the following resolution:

Resolution No. SP-04-18

Moved by Board Member Timms

Seconded by Board Member MacPherson

That the Strategic Planning Committee Meeting **BE NOW ADJOURNED.**

**CARRIED**

---

Tony Quirk,  
Committee Chair,  
Strategic Planning Committee

---

Debbie Gullett,  
Recording Secretary

**NIAGARA PENINSULA CONSERVATION AUTHORITY (NPCA)  
STRATEGIC PLANNING COMMITTEE  
MEETING MINUTES**

Monday, March 19, 2018  
11:00 a.m.  
Niagara Region  
1815 Sir Isaac Brock Way, Thorold, ON  
Room CE 103

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<b>MEMBERS PRESENT:</b>	S. Annunziata B. Baty S. Beattie J. Kaspersetz T. Quirk (Chair)
<b>ABSENT/ REGRETS:</b>	D. DiFruscio P. MacPherson J. Maloney B. Timms
<b>STAFF PRESENT:</b>	M. Brickell, Chief Administrative Officer/Secretary-Treasurer D. Barrick, Senior Director, Corporate Resources G. Furtney, Acting Director, Watershed Management L. McManus, Clerk R. Bisson, Community Engagement Manager K. Caputo, Communications Specialist E. Navarro, Communications Specialist M. Reles, Manager of Communications
<b>OTHERS PRESENT:</b>	T. MacDonald, Performance Concepts Consulting

Committee Chair Quirk called the meeting to order at 11:07 a.m. and welcomed Board Members and staff to the meeting.

## **1. DISCUSSION**

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### **1.1 NPCA Current Mission /Value Statement – Next Steps**

Todd MacDonald, Performance Concepts Consulting presented information respecting Ideas and Options for revisiting the NPCA Mission & Vision. Topics of the presentation included:

- Current NPCA Mission & Vision Statements
- NPCA Mission in 2014-17 Strategic Plan
- NPCA Vision in 2014-17 Strategic Plan

- NPCA Values – An Excerpt
- Revising the Mission/Vision & Values Statements – Concepts/Factors to Consider
- Building Blocks to Consider
- Samples from Conservation Authorities
- Draft Options

Following a lengthy discussion, Committee members requested that Mr. MacDonald present the following as an Option for the NPCA Full Authority Boards consideration at the meeting being held on Monday, March 26, 2018:

Mandate: As prescribed by the Conservation Authorities Act; to establish and undertake on a watershed basis, programs and services to further the conservation, restoration, development and management of natural resources.

Mission: To implement our mandate by remaining a responsive, innovative, accountable and financially sustainable organization.

## 2. ADJOURNMENT

---

There being no further business, the Strategic Planning Committee adjourned at 12:10 a.m. with the following resolution:

Resolution No. SP-05-18

Moved by Board Member Beattie

Seconded by Board Member Baty

That the Strategic Planning Committee Meeting **BE NOW ADJOURNED.**

**CARRIED**

---

Tony Quirk  
Committee Chair,  
Strategic Planning Committee

---

Lisa McManus  
Clerk

---

**Report To:** Board of Directors

**Subject:** Strategic Planning - Public Consultation

**Report No:** 37-18

**Date:** March 26, 2018

---

**RECOMMENDATION:**

1. That Report No. 37-18 respecting the Strategic Planning Public Consultation **BE RECEIVED**;
2. That the purchase of Bang the Table software **BE APPROVED** as the NPCA online engagement tool platform; and.
3. That the following costs associated with the purchase of Bang the Table software, **BE FUNDED** from the General Operating Reserve:

Annual Software and Support Fees (1-year agreement)	\$19,995
---	----------

**PURPOSE:**

The purpose of this report is to present the Board with a public consultation plan as directed by the Strategic Planning Committee. The plan includes an online engagement tool that offers multiple applications to enable the collection of public feedback. Implementing this software solution is in support of the Board's desire to more broadly solicit and engage in public consultation for input regarding the Board-led Strategic Planning Themes. This tool will be critical in implementing the Strategic Themes feedback component at the recommendation of Performance Concepts, the company working with the Board towards the NPCA Strategic Plan 2018-2021. Specifically, this software will enable us to create online surveys, stories, and moderated Q&A sessions whilst collecting qualitative and quantitative data.

The NPCA Communications and Community Engagement team has been tasked with preparing a plan that includes more robust public consultation. This consultation plan offers new innovative platforms, tools and delivery methods. The plan aims to reach all NPCA engagement groups to ensure that each has been heard.

## **BACKGROUND**

The 2014-2017 Strategic Plan highlighted the need for the NPCA to interact with the public in new ways. The NPCA has developed several successful public consultation exercises including that from the Cave Springs Management Plan, and Welland River Floodplain Mapping. Through the success of those campaigns, the NPCA Communications and Community engagement teams have been tasked with creating the most robust consultation plan to date.

NPCA has used a variety of engagement tools in the past, including face-to-face, town hall meetings, etc. None of the traditional approaches were robust enough to ensure that all of NPCA's stakeholders were being properly engaged. In conjunction with the traditional Strategic Plan Consultation, the online engagement platform will provide the much-needed ability to reach key demographics and interest groups in ways that will encourage higher response rates. The software will also provide metrics that staff can use as check backs to ensure that all stakeholders are being properly consulted.

## **FINANCIAL IMPLICATIONS:**

**Option A:** Proceed with Bang the Table (EngagementHQ) as per attached procurement review.

Annual Software and Support Fees      \$19,995

**Option B:** Proceed with the consultation plan without consultation software

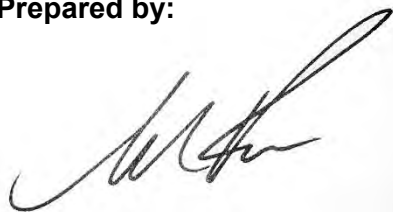
No additional cost, but may affect timelines

## **RELATED REPORTS AND APPENDICES:**

Appendix 1: Presentation

**CONFIDENTIAL** - Appendix 2: Procurement Review (**to be distributed separately**)

**Prepared by:**



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**Michael Reles**  
Manager, Communications  
Treasurer

**Submitted by:**



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**Mark Brickell**  
Chief Administrative Officer / Secretary



# HAVE YOUR SAY: STRATEGIC PLAN CONSULTATION



# TEASER CAMPAIGN





# TEASER CAMPAIGN

- » Email Blasts
- » Social Media
- » State of the Region
- » Hawkwatch


Began March 22



# IDENTIFIED ENGAGEMENT GROUPS

- » General Public
- » Agricultural Sector
- » Development Community
- » First Nation/Métis People
- » Planners
- » Conservation Community
- » Education Sector
- » Volunteers
- » Municipal Councillors
- » Staff
- » Park Users





SELF-  
IDENTIFY  
HOW THEY  
WANT TO BE  
ENGAGED



# TOOLS OF ENGAGEMENT

- » Online: Surveys (Video)
- » Online: Stories
- » Online: Q&A
- » Townhalls
- » April 10, 17, & 24
- » Self-Identify Presentation



# PROMOTION

- » Social Media (Paid/Unpaid)
- » Online Video
- » Online Display Advertising
- » Print Media
- » News Releases
- » Email Campaigns
- » Signage at Parks



# POP-UP EVENTS

**APR 18 - Earth Day at St.  
Catharines Market Square**

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**APR 20 - NPCF Wild Game  
Dinner**

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**APR 21 - St. Johns Trout  
Pond Opening**

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**TBD - RAP/NPCA Movie  
Screening**

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# QUESTIONS



26	27	28	29	30	31	
MARCH		STATE OF THE REGION TEASER		HAWK WATCH POP UP		
2	3	4	5	6	7	
APRIL						
9	10	11	12	13	14	15
	ALL STAFF MEETING PRESENTATION TOWN HALL 5:30 – 7:30	ONLINE SURVEY LAUNCH				
16	17	18	19	20	21	22
	TOWN HALL 5:30 – 7:30	EARTH DAY @ MARKET SQUARE POP UP		NPCF WILD GAME DINNER POP UP	ST. JOHNS TROUT POND OPENING POP UP	
23	24	25	26	27	28	29
	TOWN HALL 5:30 – 7:30	TENTATIVE RAP MOVIE SHOWING POP UP	ANALYTICS REVIEW PIVOT IF WE ARE MISSING KEY DEMOGRAPHICS			
30	1	2	3	4	5	6
MAY	FACE TO FACE MEETING and/or PRESENTATIONS					
7	8	9	10	11	12	13

**Report To:** Board of Directors

**Subject:** Treetop Trekking at Binbrook Conservation Area

**Report No:** 34-18

**Date:** March 26, 2018

---

**RECOMMENDATION:**

1. That Report No. 34-18 respecting Treetop Trekking at Binbrook Conservation Area **BE RECEIVED**; and
2. That the Draft Lease Agreement with Treetop Trekking, for its operations at Binbrook Conservation Area, attached to Report No. 34-18 as Appendix 1 **BE APPROVED**.

**PURPOSE:**

For the Board to consider moving forward on a Lease Agreement with Treetop Trekking.

This report aligns with the 2014-2017 NPCA Strategic Plan under 'Effective Communication with Stakeholders & Public,' specifically, 'Identify potential new partners, funders and allies.'

**BACKGROUND:**

In an effort to make the operating parks self-sustaining, NPCA staff continually explore options to bring in additional revenue/visitors and expand service offerings. One way, is for the NPCA to operate additional services (e.g. WiFi service at Long Beach, Honey-wagon service at Chippawa Creek, kayak storage service at Binbrook) and another way is to seek out partnerships (e.g. St. Johns Expression of Interest process).

At the September 2015 Board meeting, Report No. 96-15 outlined an opportunity to enter into a revenue generating partnership with Treetop Trekking, at Ball's Falls Conservation Area. Treetop Trekking is an industry leader in aerial zip line parks in Ontario and Quebec. Of its 5-existing aerial zip line parks in Ontario, 3 of them are located within Conservation Areas; Ganaraska Forest Center, Bruce Mills and Heart Lake. Given the company's experience with existing conservation principles and experience within other conservation areas, this proposal was being implemented as a 'single source' within the NPCA's Purchasing and Procurement Policy.



At the September 2015 Board meeting, the following resolution was passed:

Resolution No. FA – 151 - 15

Moved by: S. Beattie

Seconded by: T. Quirk

*That the NPCA Board RECEIVE Report No. 96-15 for information; and,*

*That the NPCA Board AUTHORIZE staff to enter into lease agreement negotiations with Treetop Trekking so Ball's Falls Conservation Area may offer Zip line and Aerial Game Courses as well as a Treewalk Village for children.*

Through formal and informal discussions with the Niagara Escarpment Commission, it became clear that the idea of establishing an aerial game and zip lining park at Ball's Falls would be challenging, given the restrictive legislative parameters within the Niagara Escarpment Plan and the associated parameters within the Niagara Escarpment Parks and Open Space System (NEPOSS).

In June 2016, NPCA received a legal opinion which documented the process, challenges and likely costs associated with amending or re-doing the Master Plan for Ball's Falls to comply with the current NEPOSS process.

At the July 2016 Board meeting, staff informed Board members of the perceived challenges and asked for permission to explore the viability of establishing such an operation at the Binbrook Conservation Area. Board members provided preliminary support for this request. Thereafter, during the months of July and August, Treetop Trekking visited Binbrook Conservation Area several times to assess the suitability of the site for its operations.

With there being no August Board meeting, on August 14, 2016 the CAO at the time e-mailed all Board members to advise them that discussions with Treetop Trekking were still underway but were now focused on establishing this potential operation at Binbrook Conservation Area.

On August 22<sup>nd</sup>, Treetop Trekking confirmed its interest in Binbrook and submitted a proposal for establishing their operations at Binbrook. Informal negotiations were initiated to ensure that NPCA's contributions and interests were taken into account. Treetop Trekking submitted its proposal for operating at Binbrook CA in September 2016.

At the September 2016 Board meeting, the following resolution was passed:

Resolution No. FA-125-16

Moved by: J. Kaspersetz

Seconded by: S. Beattie

*1. THAT Report No. 95-16 be RECEIVED for information*

*2. THAT the NPCA Board of Directors AUTHORIZE staff to prepare a detailed lease agreement with Treetop Trekking allowing the company to operate at NPCA's Binbrook Conservation Area; and*

*3. THAT the proposed lease agreement between the NPCA and Treetop Trekking be brought forward to the NPCA Board of Directors for final approval.*

## **DISCUSSION:**

Since the Fall of 2016, NPCA staff have been working with Treetop Trekking on conducting additional diligence prior to preparing a detailed lease agreement. Completed to date is an Environmental Impact Study (EIS) and a Tree Preservation Plan (TPP) which was given to the City of Hamilton. Further, a Zoning By-law Amendment Application has also been sent in to the City of Hamilton. The City of Hamilton's Environmental Advisory Committee has completed their site visit and consultation with NPCA and Tree Top Trekking staff.

This process has further informed and allowed the discussion and creation of a negotiated and legally reviewed draft Lease Agreement (Appendix 1). Treetop Trekking has also been able to prepare an updated 'Planning Proposal' as additional information and for the Board's review (Appendix 2).

## **FINANCIAL IMPLICATIONS:**

Since Treetop Trekking capital and operating investments into this operation includes over \$1.8 million within the first three years alone, they are seeking an 11-year term (year one being the construction phase with no revenue coming in yet) with an option for Treetop Trekking to renew for an additional 5 years.

Over the course of the 11-year term, the NPCA would receive \$340,000 as 'base rent' plus a percentage of gross sales (3% years 1 to 3, 5% years 4 and 5, and 7% in every year that follows). The NPCA reserves the right to audit Treetop Trekking statement of Gross Sales at Binbrook CA.

Once up and running, Treetop Trekking anticipates its revenues to be in excess of \$1 million; this would mean an additional \$30,000 to \$70,000 + annually (or \$500,000 + over the 11-year term). In addition, NPCA anticipate greater entrance fees at Binbrook with the implementation of this project and the new splash pad.

To accommodate this Lease Agreement, the NPCA would need to construct 'an office, administrative and operations building,' for the exclusive use of Treetop Trekking. NPCA anticipates the cost to construct the building (all in) to be approximately \$200,000. Treetop Trekking will also pay \$50,000 towards the cost of the building and allows three years from the time of signing the lease agreement for the building to be up and functional. The costs associated with the construction of the building will be brought forward as part of the 2019 Capital Budget later this year. In the interim, the NPCA will make Pavilion 1 available for Treetop Trekking's use.

All additional details are in the draft Lease Agreement attached as Appendix 1.

## **RELATED REPORTS AND APPENDICES:**

Appendix 1: TreeTop Trekking Draft Lease Agreement

Appendix 2: Treetop Trekking Planning Proposal (March 14, 2018)

Prepared by:



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David Barrick  
Senior Director of Corporate Resources

Submitted by:



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Mark Brickell  
CAO/Secretary-Treasurer

*This report was prepared in consultation with: Adam Christie, Manager, Strategic Initiatives and Capital Assets; Michael MacIntyre, Acting Manager, Conservation Areas; and, Mike Boyko, Park Superintendent of Binbrook Conservation Area.*



**NIAGARA PENINSULA CONSERVATION AUTHORITY**

**and**

**TREETOP TREKKING HAMILTON INC.**

**LEASE AGREEMENT**

DRAFT

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THIS LEASE MADE AS OF THE \_\_\_\_\_ DAY OF MARCH, 2018

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT.

BETWEEN:

NIAGARA PENINSULA CONSERVATION AUTHORITY

(hereinafter called the "**LANDLORD**")

- and -

TREETOP TREKKING HAMILTON INC.

(hereinafter called the "**TENANT**")

**WHEREAS** the Landlord owns the lands in the Town of Binbrook, Regional Municipality of Hamilton, known as Binbrook Conservation Area, municipally known as 5050 Harrison Road, hereinafter referred to as the "**Lands**", which lands include the area outlined and shown on the attached Schedule "A", as the Leased Premises, the said area hereinafter referred to as the "**Leased Premises**".

**AND WHEREAS** the Tenant intends to erect or come to be erected, operate and maintain on the Leased Premises, an aerial tree top adventure park comprised of zip lines, trails, 50-80 various high-ropes tree top apparatus, obstacles, a treewalk village and other related uses, hereinafter referred to as the "**Operation**".

## 1.00 DEFINITIONS

Except as otherwise provided for in this Lease, the following terms when used in this lease shall have the meanings set below:

- (a) "**Base Rent**" has the meaning pursuant to section 4.00 hereof.
- (b) "**Business Day**" means a day other than a Saturday, Sunday or statutory holiday in Ontario.
- (c) "**Commencement Date**" shall mean and refer to the first day of the Term.
- (d) "**Common Areas**" shall mean the area outlined and shown in **Schedule A** to this Lease Agreement as the Common Areas.



- (e) **“Gross Sales”** means the aggregate of the total amount of the actual selling price, excluding applicable taxes, returns and rebates, of all goods sold and services performed on, at, or from or in relation to or connected with the Leased Premises by Tenant and all Tenants concessionaires, whether or not such sales are made at the Leased Premises or elsewhere, in the same manner and with the same effect as if such sales had been made at or performed on the Leased Premises.
- (f) **“Leased Premises”** has the meaning set out in the first recital of this lease and as shown and outlined as the Leased Premises on Schedule A to this Agreement.
- (g) **“Leasehold Improvements”** shall mean and refer to all items generally considered as leasehold improvements, including without limitation all buildings fixtures including Tenant fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Tenant, subtenants, licensees or other occupants in or on the Leased Premises.
- (h) **“Percentage Rent”** has the meaning pursuant to section 5.00 hereof.
- (i) **“Rent”** means Base Rent, Percentage Rent and any other amounts due to Landlord herein.
- (j) **“Similar Facilities”** shall mean and refer to seated or harnessed zip lines, aerial climbing, tree top adventure facilities, tree top courses, challenge courses, suspension bridges and any other type of high ropes course or tree house play space.
- (k) **“Term”** shall mean the term of the Lease as granted in this Lease pursuant to section 3.00 hereof, as extended from time to time as a result of renewal, unless sooner terminated under the provisions of this Lease.
- (l) **“TSSA”** shall mean the Technical Standards and Safety Authority.
- (m) **“Utility Charges”** shall mean the costs of all electric current, water, and all other public utilities or services ordinarily supplied or charged at any time to any part of the Leased Premises.

## 2.00 LEASED PREMISES

In consideration of the Rent, covenants, conditions and agreements contained in this Lease on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant the Leased Premises described in Schedule A to this Lease Agreement for the uses as set out in section 8.03 hereof.

In addition, Tenant shall have a right and license during the Term and any renewal to place and maintain zip lines over portions of Lake Niapenco as shown in red on Schedule A, such portions being referred to as the Licensed Area, for the use and enjoyment of Tenant's customers.

Landlord hereby gives to the Tenant access to shared parking for 150 cars for the use by its employees, agents, contractors, visitors, customers and invitees together with vehicles and equipment over, on and upon the Common Areas, together with a right-of-way over the Common Areas, not reserved for parking, all as shown and outlined in Schedule A as Common Areas during the Term of and any extension thereof and otherwise on the terms provided herein. The Tenant, its agents, representatives, management, customers, visitors and employees shall not be required to

pay for access to the Lands, the Leased Premises or parking in the Common Areas during the term of this Lease.

### 3.00 TERM

Subject to the Tenant obtaining all necessary approvals and permits to construct the tree top adventure park as proposed, TO HAVE AND TO HOLD the LEASED Premises for the duration of this Agreement beginning on the day that the Tenant has notified Landlord it has received all necessary approvals and permits to construct the tree top adventure park as.

The Agreement shall have an initial term eleven (11) years (the "Term"), to start the first day the Tenant enters the property after signing the lease.

The Tenant shall also have an option to renew this Lease for two further five (5) year terms, as set out in section 24.00 of this Lease (each a "**Renewal Term**").

The Tenant shall have an option to terminate this Lease with six (6) months written notice to the Landlord at any time during the Term of this Lease if the Tenant determines that it is not economically feasible to continue the Operation. If the Tenant executes its option to terminate the Lease within the initial Term, the Tenant hereby covenants and agrees to pay the Landlord a lump sum equivalent to \$25,000 for each of the remaining year to the initial term.

### 4.00 BASE RENT

- (a) The Tenant shall pay to the Landlord Rent in manner and upon the conditions and at the times herein set forth without set-off or deduction.
- (b) The Base Rent of \$10,000 for the first twelve (12) month period, (the first "**Fiscal Year**"), \$10,000 for the second Fiscal Year, \$15,000 in the third Fiscal Year, \$25,000 for the fourth Fiscal Year, and \$40,000 for the fifth and each subsequent Fiscal Year, during the Term or any Renewal Term, payable on a pro rata basis per month, shall be paid by the Tenant to the Landlord. The first Fiscal Year shall commence on the first day of the calendar month following the calendar month the Tenant opens for business to the general public. Base Rent shall be payable by the Tenant to the Landlord, at the office of the Landlord or at such place as the Landlord designates, or by post-dated cheques or an automatic withdrawal plan, as stipulated by Landlord, on the fifteenth day (provided such day falls on a Business Day and if not on the next business day thereafter) of each month.
- (c) The Tenant shall pay to the Landlord all Harmonized Sales Tax payable in respect of Rent pursuant to this Lease. Such payments shall be made at the same time and manner as and in connection with and related to payment of Base Rent and Percentage Rent.
- (d) All overdue Rent, and other amounts which may, at any time, be due by the Tenant to the Landlord under this Lease shall bear interest at the rate of three percent (3%) above the prime rate of interest charged by the Landlord's bank to its most credit-worthy customers.

### 5.00 PERCENTAGE RENT

In addition to the Base Rent rate set out in section 4.00, Tenant agrees:

- (a) Within ten (10) Business Days following the end of each calendar month of a Fiscal Year the Tenant shall deliver to the Landlord a written sales report (“**Statement of Gross Sales**”) in a form and content acceptable to Landlord, acting reasonably setting out and verifying Gross Sales including the following:
  - (i) amount received for entrance into the treetop adventure park;
  - (ii) amount received for entrance into the zip line;
  - (iii) amount received for entrance into Treewalk Village;
  - (iv) All other Gross Sales as defined in section 1.00(e) of this lease agreement
  - (v) such other information as the Landlord may request, acting reasonably, with respect to the Operation.
- (b) To pay Landlord three percent (3%) of Gross Sales generated in the first, second and third Fiscal Years, five percent (5%) of Gross Sales generated in the fourth and fifth Fiscal Years, and seven percent (7%) of Gross Sales in any subsequent Fiscal Year of the Term or a Renewal Term.
- (c) Percentage Rent payments for each month as set out above shall be payable at the office of the Landlord or at such other place as the Landlord designates, on the fifteenth day of the month following the end of the month to which the payment applies (provided such day falls on a Business Day and if not on the next Business Day thereafter) without set-off or deduction.
- (d) Landlord shall have the right to audit Tenant’s Statement of Gross Sales and Tenants record, books and accounts for any month (“**the Audit**”) within thirty (30) days of Landlord’s written notice to the Tenant hereof, given within twelve (12) months of the end of any calendar year of the relevant month, and Landlord shall provide Tenant with the results of such audit. Tenant shall maintain its records, books and accounts in accordance with generally accepted accounting principles in Canada.
- (e) If the Audit reveals that Tenant’s Percentage Rent paid for any month is less than the amount required, then Tenant shall have the right to dispute the Audit results by sending Landlord written notice, within ten (10) days after Tenant’s receipt of the Audit results. If Tenant fails to send the Notice within said ten (10) day period, then the Audit results shall be deemed to have been approved and accepted by Tenant as correct.
- (f) If Tenant disputes the Audit results, then Landlord and Tenant jointly shall elect an independent arbitrator in accordance with the ARBITRATION ACT of ONTARIO to determine the actual Gross Sales for the relevant period. The costs of the ARBITRATION shall be borne by the non-prevailing party.
- (g) If the Audit results reveal that Tenant’s Percentage Rent’s paid is less than the amount required (minimum of 5%), the Tenant shall be required to pay the Landlord within thirty (30) days of the final determination of the Audit, the correct Percentage Rent as indicated in the Audit results and Landlord’s cost of the Audit.



## 6.00 PROJECT

- (a) Subject to section 6.00(b) below, the Tenant shall cause to be constructed on the Leased Premises the facilities required for the Operation (excluding the office building) and for the purposes and uses as set out on section 8.03 and be open for business in accordance with the provisions of this Lease including the provisions relating to Work hereafter referred to and in accordance with the Approved Plans no later than ten (10) months following the execution of this Lease by both parties (“**the Project**”), failing which either party may by notice to the other terminate this Lease and each party shall be relieved of all obligation herein to the other save and except the provisions herein for and with respect to termination shall apply.
- (b) Tenant agrees to submit plans for the Project to the Landlord for its approval and to furnish such further information and particulars as the Landlord may reasonably request relating thereto. In order to obtain the agreement in principle of the Landlord or to obtain the agreement in principle to any contemplated design, the Tenant shall also be entitled from time to time prior to submission of plans to submit for the Landlord's approval any preliminary sketches or design proposals. The approval of the Landlord to the plans of the Tenant will not be unreasonably withheld or unduly delayed if in accordance with the preliminary sketches or designs. The plans and schedule of construction and completion when approved by the Landlord in writing shall constitute the Approved Plans and construction shall not commence until there are Approved Plans.
- (c) The Approved Plans will include a work schedule of construction and completion dates for the facilities and a description of the facilities. The construction will be funded and carried out by the Tenant or its construction contractor.
- (d) The Landlord warrants that no rezoning, variance, plan amendment, bylaw amendment or similar is necessary to allow the construction or Operation of the Project, and no development charges, lot levies or similar are or will become payable as a result of the Project. The Landlord agrees to provide to the Tenant upon execution of this Lease any details of construction or operational restrictions or limitations necessary to preserve the environmental or ecological state of the Leased Premises, including but not limited to identification of any at-risk species, shoreline restrictions and/or off-limit areas. Notwithstanding Article 3 above, the Tenant shall have an option to terminate this Lease with one (1) month written notice to the Landlord at any time during the Term of this Lease if the Tenant determines that the Leased Premises are subject to any restrictions that do not allow for the construction or operation of the Project.
- (e) The Tenant shall obtain, at its sole expense, any necessary building permits relating to the Project, but excluding the permits and approvals required for the construction of the office building for the Tenant's use.
- (f) The Tenant, at its sole expense, shall perform and comply with the following covenants and requirements in connection with the construction of the Project (hereinafter sometimes referred to as the “**Work**”):
  - The Work shall be done substantially in accordance with the Approved Plans which will include a work schedule with such detail as may be required by the Landlord, except insofar as any requirements of the Approved Plan shall have

been waived or varied by the Landlord in writing or as required to be amended by any municipal or other governmental authority, regulation or ordinance;

- The Work shall be conducted expeditiously and in a good workmanlike manner and otherwise in accordance with the provisions of this Lease and the Approved Plans;
  - The Tenant will supervise and be responsible for the Work during all phases of construction including site security and safety during construction;
  - The Landlord and its agents shall at all reasonable times have the right to inspect the Work, and to make objection to the Tenant as to any reasonable default or non-compliance with any construction contract or this Lease and the Tenant shall cause such objection to be promptly dealt with and any such default or non-compliance be promptly remedied;
  - The Tenant shall provide certified safety inspection reports of the course (as prepared by a certified zip line mechanic subject to the requirements of the TSSA) to the Landlord prior to opening and once per year, prior to commencing operations in each season; and
  - The Tenant shall provide a copy a valid license with TSSA as Amusement Device Operators prior to opening and once per year prior to commencing operations in each season.
- (g) The Tenant shall promptly pay all proper accounts for work done or materials furnished under all contracts which it has entered into relating to the Work.
- (h) If any portion of the Work, Project or facilities requires or is subject to change, repair, renovation or relocation which will result in a substantial modification, the consent of the Landlord to such change, repair, renovation or relocation shall be required prior to commencement of change all other terms of this Lease shall apply to such change, repair, renovation or relocation; such consent shall not be unreasonably withheld or delayed.
- (i) In order for the Tenant to complete the Work in an efficient and effective manner, the Landlord shall provide the following support to the Tenant during the Work period:
- An indoor work space of a size and in a location to be agreed by the parties hereto;
  - Access to Binbrook CA for up to fifteen (15) members of the Tenant's construction crew or construction contractors;
  - Allow placement of A garbage dumpster provided by the Tenant;
  - Washroom facilities and/or a portable washroom unit at the Work site;
  - Allow placement of one 40' storage container delivered to the Work site; and
  - Provision of, assistance and support relating to the use and operation of the Landlord's equipment and machinery when appropriate as determined by the Landlord;

- (j) The Landlord and the Tenant agree that, in addition to the Work detailed herein, the parties may equally share the cost of a combination zip-line tour / lookout tower if a design can be achieved that allows the tower to be used as a lookout tower by the Landlord's visitors and a zip-line launch point by the Tenant's customers, and the cost of said tower is acceptable to each party.

## **7.00 CONSTRUCTION LIENS**

The Tenant shall not suffer or permit any lien under the Construction Lien Act or any like statute to be filed or registered against the Leased Premises, by reason of work, labour, services or materials supplied or claimed to have been supplied to the Tenant or anyone holding any interest in any part of the Leased Premises thereof through or under the Tenant. If any such lien shall at any time be filed or registered the Tenant shall procure registration of its discharge within twenty (20) days after the lien has come to the notice or knowledge of the Tenant. The Tenant shall, however, have the right to contest in good faith the amount or validity of any lien action, and to post security satisfactory to the Court for such lien claim all within the aforesaid twenty (20) day period provided always that neither the Leased Premises nor the Lands nor the facilities nor any part thereof shall become liable for forfeiture or sale and the lien is discharged within the said twenty (20) day period. The Landlord may, but shall not be obliged to, discharge any lien filed or registered at any time if in the Landlord's judgment the Leased Premises, Lands or Facilities or any part thereof or the Tenant's interest herein becomes liable for any forfeiture or sale or is otherwise in jeopardy and any amount paid by the Landlord in so doing, together with all reasonable costs and expenses shall be repaid to the Landlord by the Tenant on demand together with interest at the rate of 3% above prime interest charged by the Landlord's bank to its most credit-worthy customers, from the date incurred until paid, and may be recovered as Rent in arrears. Nothing herein shall authorize the Tenant, or imply any consent or agreement on the part of the Landlord to subject the Landlord's interest in the Leased Premises or Lands and facilities to any lien.

## **8.00 TENANT'S COVENANTS**

8.01 The Tenant covenants and agrees with the Landlord as follows:

- (a) To ensure that the environmental health of the Leased Premises is preserved and protected against harm from the Operation and that the Operation will not negatively impact erosion or conservation of the lands being occupied. Conservation of the Leased Premises by the Tenant shall be consistent with the Landlord's policy concerning same.
- (b) To pay Rent and its monthly telephone/fax/high-speed internet usage fees
- (c) The Tenant, at its sole cost and expense in accordance with Approved Plans, shall construct, operate and maintain an aerial tree top adventure park and zip line which shall comprise a series of trails and approximately 50-80 various apparatus and obstacles initially, and potentially up to 200 apparatus and obstacles, as more particularly described in section 8.03 hereof.
- (d) Subject to section 12.00 herein, at all times during the Term, the Tenant has the right to carry out at its own expense repairs and maintenance of the Leased Premises, including: i) all equipment and facilities; ii) the cutting and disposal of dangerous trees and tree branches; iii) the collection and disposal of refuse and garbage. The Tenant shall have the right to cut, remove and dispose of trees and



branches required to be removed for the Operation without the prior approval of the Landlord.

- (e) To promptly comply, at its own expense, with all requirements of every applicable statute, law and ordinance and with every applicable lawful regulation and order, with respect to the construction, maintenance, use or occupation of the Leased Premises and comply with any application, regulation, or order of the *Insurer's Advisory Organization of Canada*, or any successor or any body having similar function, or of any liability or fire insurance company by which the Landlord or Tenant may be insured, and to comply with applicable building and zoning by-laws. Provided the foregoing obligations of the Tenant shall be subject to the Tenant being entitled to contest in good faith and in an expeditious and diligent manner, any such law, ordinance, regulation, order or other requirements as aforesaid. If the Landlord determines that there is a non-observance by the Tenant of the foregoing, the Landlord shall advise the Tenant in writing and the Tenant shall have twenty (20) days to rectify the non-observance or respond accordingly.
- (f) In the event of any substantial damage to the Leased Premises by any cause, to give notice in writing of such damage to the Landlord forthwith upon becoming aware of it.
- (g) Upon the expiration of the Term or any termination of the Lease by the effluxion of time or otherwise, or any extended term, to quit the Leased Premises and deliver them up to the Landlord and to leave them safe and in good repair, save and except for damage by fire, lightning, tempests, any additional perils from to time defined and covered in the standard fire insurance broad-extended-coverage contract in use during the Term of the Lease, acts of God, and reasonable wear and tear. The Landlord hereby acknowledges and agrees that due to the nature of the Tenant's Operation (e.g. the removal of trees and tree branches and the establishment of paths and trails) it does and will not require the Tenant to return the Leased Premises to the Landlord in the same condition as it was in at the Commencement Date, provided the Leasehold Improvements have been made in accordance with the terms of this Lease.
- (h) The Tenant shall be responsible to ensure all visitors to the site have left the Leased Premises prior to the Tenant's staff leaving for the day and prior to the closing of the Leased Premises each day to the public and customers of the Tenant.
- (i) The Tenant is responsible that the Leased Premises are left in a secure and safe manner at the end of each operating day and at the close of each season.
- (j) Tenant shall comply with all of its obligations and covenants herein.

#### 8.02 Assignment and Subletting:

- (a) The Tenant will not: (i) assign this Lease; (ii) sublet, share or part with possession of all or any part of the Leased Premises; nor (iii) mortgage or encumber this Lease, its leasehold improvements and fixtures, or the Leased Premises (collectively, a "**Transfer**"), by or in favour of any Person (a "**Transferee**") without the prior written consent of the Landlord which consent will not be unreasonably withheld except with respect to (i) or (ii) may be unreasonably withheld prior to the second anniversary of the Commencement Date. However, notwithstanding any statutory

provisions to the contrary, the Landlord will be deemed to be reasonable if it bases its decision whether or not to consent on any or all of the following factors:

- (i) whether in the Landlord's opinion the financial background, business history, experience, and capability of the Transferee is satisfactory;
  - (ii) The consent by the Landlord to any Transfer will not constitute a waiver of the necessity for consent to any subsequent Transfer.
- (b) If the Tenant intends to effect a Transfer, then the Tenant will give prior written notice to the Landlord of such intent, specifying the proposed Transferee and providing additional information including, without limitation, a copy of a bona fide written offer with respect to the proposed Transfer which the Tenant is prepared to accept subject to compliance with the provisions of this Lease and which must disclose any and all monetary payments or other considerations made or to be made by the proposed Transferee as consideration for such Transfer and any other information concerning the financial expertise or business status of the Transferee that the Landlord requires. The Landlord will, within thirty (30) days after having received notice and all necessary information, notify the Tenant in writing either that (i) it consents or does not consent to the Transfer, or (ii) it elects to cancel this Lease in preference to giving consent. If the Landlord elects to cancel this Lease it will not be considered to be an unreasonable withholding of consent pursuant to this Lease or at law. If the Landlord elects to cancel this Lease, the Tenant will notify the Landlord in writing within fifteen (15) days thereafter of the Tenant's intention either to refrain from the Transfer or to accept the cancellation of this Lease. If the Tenant fails to deliver its notice within the fifteen (15) day period, this Lease will be terminated upon the date stipulated by the Landlord in its notice of cancellation. If the Tenant advises the Landlord it intends to refrain from the Transfer, then the Landlord's election to cancel this Lease will be void.
- (c) If there is a Transfer, the Landlord may collect Rent from the Transferee, and apply the net amount collected to the Rent required to be paid pursuant to this Lease, but no acceptance by the Landlord of any payments by a Transferee will be a waiver of the requirement for the Landlord's consent to such Transfer, or the acceptance of the Transferee as the Tenant, or a release of the Tenant from the further performance by the Tenant of its covenants or obligations. Any documents evidencing the Transfer will be prepared by the Tenant and subject to review and approval by the Landlord. All legal costs incurred by the Landlord will be paid by the Tenant to the Landlord or its solicitors as Additional Rent. Notwithstanding a Transfer, the Tenant will be jointly and severally liable with the Transferee on this Lease and will not be released from performing any of its obligations.
- (d) If the Tenant receives consent under this section 8.02, it will be subject to the following conditions that:
  - (i) any money or other value (including, without limitation, any amount payable by the Transferee to the Tenant in excess of the Basic Rent for the month in which the Transfer occurs and the last month of the Term, which is paid by any Transferee to the Tenant in connection with a Transfer, not including the reasonable amounts, as determined by Landlord, allocated for the sale of other assets at the time of the Transfer shall be paid by the Tenant to the Landlord as Additional Rent;

- (ii) at the Landlord's option, the Transferee shall enter into a written agreement directly with the Landlord to be bound by all of the terms contained in this Lease.
- (e) The Tenant acknowledges and agrees that the Landlord will not be liable for any claims, actions, damages, liabilities or expenses of the Tenant or any proposed Transferee arising out of the Landlord unreasonably withholding its consent to any Transfer and the Tenant's only recourse will be to bring an application for a declaration that the Landlord must grant its consent to the Transfer.

8.03 Use of Premises:

- (a) The Tenant is hereby permitted to use and occupy the Leased Premises only for the purpose of constructing, operating and maintaining a tree top adventure park and zip line, together with a zip line over the Licensed Area, which will be comprised of approximately 50-80 installations and games (at heights of approximately 5 to 60 feet), and the Tenant having an option to expand the park within the Leased Premises to include a total of 200 installations, which installations and games shall include Tarzan vines, zip lines, bridges, nets for crossing, climbing walls, ladders and treehouses in the Leased Premises in accordance with Approved Plans. Further development of the site will only be allowed as agreed in writing by the parties. In addition, the Tenant is hereby permitted to use and occupy the Leased Premises for other outdoor activities as agreed to in advance by Landlord in writing, equipment rental, a gift shop (i.e. for the sale of T-shirts, hats, other items of apparel, food and other merchandise), subject to compliance with all applicable municipal bylaws by the Tenant.
- (b) All Binbrook Conservation Area visitors will be required to pay entrance to the Common Area unless the customer provides proof of a pre-booked reservation to participate in the Tenant's Treetop Trekking course or if the customer holds a valid membership pass to Treetop Trekking.
- (c) Should the facilities not be actively under construction or used by customers of the Tenant for any period of time in excess of ten (10) consecutive months following the Commencement Date, (other than as a result of repairs, restoration, changes or renovations and the Tenant is proceeding expeditiously and diligently with same), then Landlord may terminate this Lease and retain any Rent paid and Tenant shall pay Rent to the date of Termination. Upon termination of this Lease by the Landlord, all leasehold improvements, fixtures and the facilities shall be removed by the Tenant at the Tenant's expense. Should the Tenant not remove all leasehold improvements, fixtures and the facilities, they shall be removed for them at the Tenant's expense.
- (d) In conducting its activities on the Leased Premises, the Tenant shall operate, manage and maintain the facilities, as would a prudent owner, in accordance with all applicable laws, regulations and licensing requirements and subject to the provisions of this Lease. Tenant will provide Landlord with a copy of all major incidents as reported to the TSSA per the applicable rules and regulations.
- (e) The Tenant shall have the right to contest in good faith and by appropriate means, the application of any statute, rule, regulation, ordinance or the like, which may be construed to limit or restrict the use and occupancy of the Leased Premises by the



Tenant or the operations of the facilities as permitted herein so long as during such contest the Tenant complies with all such statutes rules, regulations or the like.

## 9.00 LANDLORD'S COVENANTS

The Landlord, at its sole cost and expense, covenants and agrees with the Tenant as follows:

- (a) For the duration of the initial construction, the Landlord shall make available, at no cost, a portion of its maintenance workshop for use by the Tenant's construction team. The Landlord will also allow Tenant to have a few trailers/containers on site for the duration of the construction.
- (b) The Landlord, subject to the payment of Rent and the fulfillment of all of Tenant's obligations herein, covenants with the Tenant for quiet enjoyment, and that the Landlord shall perform and observe all of its covenants in this Lease required to be performed and observed by it.
- (c) Landlord is permitted to enter the Leased Premises on 24 hours written notice to the Tenant and/or no notice in the case of an emergency.
- (d) To keep in a good and substantial state of repair to the current standards the Common Areas including the parking lot and the paths and walkways leading to the Leased Premises and to keep those areas free from debris, snow and ice, during the Primary Operating Season (as hereinafter defined) and on mutually agreeable dates and times during the Secondary Operating Season (as hereinafter defined). Roads will be maintained on mutually agreeable dates and times during the offseason by the landlord.
- (e) The Landlord shall construct for the Tenant's exclusive use an office, administration and operations building suitable for the Operation whose size, specifications and location is to be agreed by the parties. This building shall form part of the Leased premises. The Landlord, at its sole cost and expense, covenants to supply all required materials and labour so as to erect, finish and service this building with heat, water, electricity, telephone and fax lines and high-speed internet. The Tenant shall pay to the Landlord the sum of \$50,000 to be applied towards the cost of this office building. Payment shall be made in ten annual payment of \$5,000. The first draw shall be paid upon approval by the Tenant of the plans for the office building as presented by the Landlord. The Landlord covenants that the Landlord's work as set out in this section shall comply with the requirements of all governmental authorities (including, without limitation federal, provincial and municipal legislative enactments, by-laws and other regulations). In performing its covenants hereunder the Landlord shall, throughout the Term, at its expense, promptly comply with all laws, by-laws, ordinances, orders, rules, codes and regulations of all county, municipal, provincial or federal government or governmental authority having jurisdiction over the Leased Premises in force during the Term. If the Tenant executes its option to terminate the Lease within the contract period, the Tenant hereby covenants and agrees to pay the Landlord the remaining balance of the \$50,000 in full. During the construction of an office, administration and operations building, the Landlord will make an existing Pavilion (pavilion 1) available for the Tenant's use for a maximum of two operating seasons.

- (f) The Landlord shall provide the Tenant, its agents, employees and customers with washroom facilities on the Lands which shall be capable of servicing the Tenant's staff and projected number of customers.
- (g) The Landlord shall provide the Tenant with garbage and recycling containers for the Operation and the Tenant's customers. and shall be responsible for garbage and recycling pick-up disposal pursuant to a schedule to be agreed upon by the parties.
- (h) The Landlord shall cause to be erected or assist the Tenant with erecting advertising and directional signage on the Lands for the Operations, as desired by the Tenant. The Landlord shall include the Tenant in any signage program now existing on the Lands or established in the future.
- (i) The Landlord shall assist the Tenant in its marketing efforts in a manner consistent with a marketing plan to be drafted and agreed upon by the parties.
- (j) The Landlord will not be held responsible for any promises, compensation or obligations made with outside parties on its behalf by the Tenant, except as set out in contracts duly signed by the Landlord.

#### **10.00 TENANT'S INSURANCE**

The Tenant shall obtain and supply copies of the policies or certificates as required by Landlord prior to the Commencement Date and thereafter from time to time during the Term, and keep in full force and effect commencing prior to the start of construction of the Project and during the remainder of the Term and during any renewal thereof, the following insurance coverage, at its sole expense: Public liability and property damage insurance including personal injury liability, fire and extended perils on all buildings and leasehold improvements of Tenant, contractual liability, non-owned automobile liability and owners' and contractors' protective insurance coverage with respect to the Leased Premises and the Tenant's use of it which coverage shall include the activities and Operation conducted by the Tenant and any other person (other than the Landlord, its agents, contractors, licensees, employees, concessionaires, customers and invitees) on the Leased Premises and Business Interruption Insurance for a minimum 3 month period. Such policy shall be written on a comprehensive basis with limits of not less than Five Million Dollars (\$5,000,000) for each occurrence involving bodily injury to anyone or more persons, or property damage.

The policy required pursuant to this clause shall be consistent with the provisions of this Article 10.00 and shall name the Landlord as additional insured. All property damage and public liability insurance shall contain a provision for cross-liability and severability of interests as between the Landlord and the Tenant and be for the full replacement cost of Tenant's improvements. Such policy shall contain an endorsement requiring the insurers under such policies to notify the Landlord in writing by registered mail with return receipt requested at least thirty (30) days prior to any material change, alteration, cancellation detrimental to the Landlord or non-renewal of such policies and a waiver in favour of the Landlord of any breach of warranty clause such that the insurance policies in question shall not be invalidated in respect of the interest of the Landlord by reason of any breach or violation of any warranties, representations, declarations or conditions contained in such policies. The Tenant shall furnish the Landlord with certificates of insurance. The cost of premiums for all required insurance policies relating to the Leased Premises shall be paid by the Tenant. The Tenant shall not cancel any policy or insurance during the Term without the prior written consent of the Landlord. Each policy shall provide that no cancellation shall be effective prior to thirty (30) days after the giving of notice by the insurer to the Landlord.

All policies of insurance shall be written by companies reasonably satisfactory to the Landlord and authorized to do business in the Province of Ontario, and shall be written in such form and content and shall be distributed among such companies as shall be reasonably acceptable to the Landlord.

### **11.00 WSIB COVERAGE**

Tenant agrees to provide proof of WSIB coverage prior to commencement of construction.

### **12.00 DESTRUCTION OR DAMAGE BY FIRE, ETC.**

If during the Term the Leased Premises or any part of the Leased Premises shall be destroyed or damaged by fire, lightning, tempest, impact of aircraft, acts of God, or government enemies, riots, insurrections, or explosion the following provisions shall have effect:

- (a) Subject to subsection 12.00(b) below, if the Leased Premises are rendered partially or wholly unfit for the conduct of the Tenant's business, Base Rent shall be reduced in each calendar month in the same proportion as the Tenant's Leasehold Improvements are destroyed or damaged, as determined by a qualified engineer selected by Landlord on the Leased Premises until the Leased Premises have been rebuilt, repaired or restored (to the extent of the insurance proceeds actually received by the Tenant and Landlord by their insurers) and the Tenant's business is restored to substantial operational status, but such reduction in Base Rent shall not exceed five (5) calendar months. Tenant, if it undertakes to rebuild or repair, shall do so as expeditiously as reasonably possibly; any changes from the Approved Plans shall require prior written approval of Landlord. If the Tenant and/or the Landlord receive insurance proceeds due to damage or destruction to the Leased Premises the Tenant and/or Landlord, as the case may be shall be obliged to use the said insurance proceeds for the rebuilding, repair or restoration of the Leased Premises. If insurance proceeds are insufficient to rebuild, or Tenant does not complete the building or repair within ninety (90) days of the damage or destruction, either party may terminate this lease on thirty (30) days notice.
- (b) Notwithstanding the provisions of subsection 12.00(a) immediately preceding, if for any reason the Tenant decides it is not economically feasible to rebuild the tree top adventure park, zip line, or both, the Tenant shall have the option to terminate this Lease on thirty (30) days' notice given within thirty (30) days of the happening of the event causing the Leased Premises to be unfit, or if the improvement cannot be repaired within ninety (90) days of the damage or destruction, as determined by a reputable engineer retained by Landlord, either party may terminate at any time by notice given within thirty (30) days of the receipt of the engineer's report on 30 days' notice to the other party.

### **13.00 SIGNS**

Subject to section 9.00(h) above, the Tenant shall have the right to erect and maintain upon the Leased Premises and upon the Lands any signs and notices that would indicate the existence of and the location and direction to the Tenant's treetop adventure park and treewalk village. Such signs and notices shall be of reasonable dimensions and reasonably placed in conspicuous areas. The Landlord will not remove or obscure any such sign or notice or permit it to be removed or obscured.



#### **14.00 ADVERTISING AND MARKETING**

Each party hereto agrees to refer to the other party in their respective print and broadcast marketing and advertising whenever suitable as determined by the party marketing and advertising. Each party hereby agrees that reference to the other party in said marketing and advertising media will be subject to the other party's written consent with respect to content and style. The Landlord hereby acknowledges and agrees that the Tenant shall have all right, title and interest in the trademarks and trade names "Treetop Trekking", "Treetop Adventures" and "Treewalk Village" and any trademarks and trade names derived there from.

#### **15.00 RECIPROCAL AGREEMENT**

The Tenant hereto agrees to provide reduced prices to the Landlord's employees.

The Landlord hereto agrees to provide the Tenant's employees with access and free passes to all Binbrook facilities and public use programs.

#### **16.00 EXCLUSIVITY (NON-COMPETITION) AND RIGHT OF FIRST REFUSAL**

During the Term of the Lease or any extension thereof, and so long as there is no default by Tenant, the Landlord and any of its affiliates (as that term is defined in the *Canada Business Corporations Act*, R.S. 1985, c. C-44) covenant and agrees not to lease any land that it owns and operates within a 150 km radius of any established Treetop Trekking course and Treewalk Village to any entity for the same uses as the Tenant's uses on the Leased Premises, and shall not itself or through a related party operate any Similar Facilities on the Lands or within 150 km of the Leased Premises.

In the event that the Landlord desires to establish a Treetop Trekking course, zip-line, or Treewalk Village, or any other Similar Facilities, on any lands owned or controlled by it, the Landlord agrees that it must first offer such opportunity to the Tenant on substantially the same terms and conditions as contained in this Lease.

#### **17.00 SECURITY**

The Landlord agrees to provide regular security to the Common Areas and Leased Premises in the peak season of June, July and August, in accordance with its current practices. The Tenant agrees to secure the tree top course and zip lines using ladder locks and other security measures.

#### **18.00 PARKING AND COMMON AREAS**

Without charge, and so long as Tenant is not in default of the terms of this Lease, the Tenant's employees and customers shall have the non-exclusive use of the Landlord's Common Areas and washroom facilities on the Lands as otherwise provided herein and exclusive use of designated parking for 150 vehicles.

#### **19.00 OPERATING SEASON AND HOURS OF OPERATION**

- (a) The Primary Operating Season for the treetop adventure park and zip line will be from March 1<sup>st</sup> to October 31<sup>st</sup> annually, with the exception of the first operating season, and the Secondary Operating Season between November 1<sup>st</sup> and February 28<sup>th</sup> on a customer pre-booking basis;

- (b) In the Secondary Operating Season between November 1<sup>st</sup> and February 28<sup>th</sup>, 48 hours' notice must be given to the Landlord on all pre-bookings of the Tenant;
- (c) Any extension of the Primary Operating Season will occur only if mutually agreed upon in writing by the parties;
- (d) The Tenant shall be permitted to be open for business on a daily basis anytime between the hours of 7:30 a.m. and 11:00 p.m.
- (e) Notwithstanding the above schedule, the Tenant's maintenance staff, administrative personnel, Directors and Officers shall have access to the Leased Premises 24 hours a day, 365 days a year.

## **20.00 LEASEHOLD IMPROVEMENTS, FIXTURES, ETC.**

All Leasehold Improvements (including, but not limited to all installations and games such as the aforementioned Tarzan vines, zip lines, bridges, nets for crossing, climbing walls, ladders, etc. installed by or on behalf of the Tenant), shall remain the sole property of the Tenant. For greater certainty, the Tenant shall be entitled to remove any installations, games, chattels, equipment and fixtures or other Leasehold Improvements during or at the expiry or termination of the Lease. The Landlord expressly acknowledges that said installations, games, fixtures or other Leasehold Improvements have been provided by the Tenant, or may be added from time to time by the Tenant, and the Landlord agrees that the Tenant may at any time remove them, provided that any damage resulting from such installation or removal shall be minimized and the Leased Premises repaired in a reasonable manner by the Tenant to a standard that is acceptable to the Landlord acting reasonably. The Landlord hereby acknowledges and agrees that due to the nature of the Operation (e.g. the removal of trees and tree branches and the establishment of paths and trails as previously approved in writing by Landlord) it does and will not require the Tenant to return the Leased Premises to the Landlord in the same condition as it was at the Commencement Date, but as otherwise required by this Lease. Notwithstanding the foregoing, the Tenant hereby agrees to return the Leased Premises to the Landlord free from any contamination or damage to the environment. Anything not removed, which the Landlord deems, the Tenant is to remove shall at Landlord's option be removed at Tenant's cost or retained by Landlord without any further right, title or interest by Tenant.

## **21.00 HOLDING OVER**

Should the Tenant remain in occupation of the Leased Premises after the determination of the Term with the consent of the Landlord and without other special agreement, it shall be as a monthly tenant at a monthly rental rate equal to the Rent hereunder, which Rent shall be payable in the same manner and upon the same terms and conditions as set out in this Lease. The Landlord shall be entitled to terminate such monthly tenancy upon thirty (30) days prior written notice given at anytime, after which the tenancy shall terminate.

## **22.00 EVENT OF DEFAULT**

An "**Event of Default**" will be considered to have occurred when any one or more of the following happens:

- (a) The Tenant fails to pay any Rent when it is due, whether demanded or not, and the failure continues for thirty (30) consecutive days;

- (b) The Tenant breaches any term, covenant, condition or agreement contained in this Lease that it is responsible to perform other than the payment of Rent and the provision of insurance, and the breach continues for thirty (30) days after written notice from the Landlord to the Tenant specifying the breach, unless the Tenant commences rectifying and proceeds continuously and expeditiously and cures the breach within thirty (30) days after written notice thereof from the Landlord as in the case of a breach that requires more than thirty (30) days to rectify, the Tenant proceeds expeditiously and continuously to Landlord's reasonable satisfaction to cure same;
- (c) The Tenant makes an assignment for the benefit of creditors or commits any act of bankruptcy as defined in the *Bankruptcy Act of Canada* or any successor of it, or becomes bankrupt or insolvent or takes the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors;
- (d) An order is made for the winding up or liquidation of the Tenant or the Tenant voluntarily commences winding-up procedures or liquidation;
- (e) An order or appointment is made for a receiver or a receiver and manager of the Tenant's assets or any part of them; or

### **23.00 RIGHTS OF THE LANDLORD**

Upon the occurrence of any Event of Default the following provisions, which shall be cumulative and not exclusive of any other provision or remedy, apply, without prejudice to any other rights the Landlord may have against the Tenant and property of the Tenant:

- (a) The Landlord will be entitled to re-enter the Leased Premises and remove all property from the Leased Premises and the property may be sold or disposed of by the Landlord as it considers advisable or may be stored in a public warehouse or elsewhere at the cost and for the account of the Tenant, all without service of notice, or resorting to legal process and without the Landlord being guilty of trespass or being liable for any loss or damage which may be occasioned; and
- (b) The Landlord may without notice re-enter and take possession of the Leased Premises as though the Tenant or any occupant or occupants of the Leased Premises was or were holding over after the expiration of the Term without any right whatever, and this Lease and the Term will be terminated;
- (c) The Landlord may terminate this lease; and
- (d) The Landlord may sue and claim for damages, and unpaid Rent and future Rent.

### **24.00 OPTION TO RENEW**

Notwithstanding anything contained in this Lease, it is agreed that the Tenant may, provided that this Lease is in full force and effect and the Tenant is not in default pursuant to this Lease at the time of giving notice, in accordance with the following sentence, of its desire to renew, at its option, renew the Term of this Lease, for an additional five (5) year period on the same terms and conditions and at the same Rent contained in this Lease except for the provisions of this section granting the option to renew.



For each renewal year, the Base Rent for that year, shall be indexed based on the previous years' average Consumer Price Index (CPI) for Canada.

In the event that the Tenant elects to exercise its option to renew, notice of such exercise shall be given in writing to the Landlord at least six (6) months prior to the expiry of the original Term.

## **25.00 EXPROPRIATION**

The Landlord and the Tenant will co-operate with each other in respect of any expropriation of any part of the Leased Premises so that each receives the maximum award for which they are respectively entitled.

If part of the Leased Premises is expropriated, or if the intended use of, or reasonable access to, the Leased Premises are materially and adversely affected by the expropriation then the Tenant or Landlord may terminate this Lease as of the date the expropriated interest vests in the expropriating authority and the Tenant will have no claim against the Landlord for the value of any unexpired Term or for damages or otherwise. If the Tenant or Landlord does not terminate this Lease as provided above, and if any part of the Leased Premises is expropriated and the area of the Leased Premises is reduced, there will be a reduction or abatement of Base Rent by the same percentage the area of the Leased Premises is reduced.

If the Tenant or Landlord does not terminate this Lease as provided above, and if any part of the Leased Premises is expropriated and the area of the Leased Premises is reduced, there will be no reduction or abatement of Percentage Rent to adjust for that reduced area.

## **26.00 REGISTRATION**

The Tenant shall not register this Lease or any notice of it against title to the Leased Premises, except in a form which shall be acceptable to the Landlord and the solicitors for the Landlord, acting reasonably, and which form shall be executed by both the Landlord and the Tenant prior to the registration. The Tenant shall bear the cost of any survey required to effect a registration of the Lease or notice against the Leased Premises if such a registration is requested by the Tenant.

## **27.00 NOTICES**

Any notice from one party to the other hereunder shall be in writing and shall be deemed duly delivered, if mailed by registered or certified mail or if sent by facsimile as follows:

In the case of the Landlord to:

Niagara Peninsula Conservation Authority  
250 Thorold Road West, 3<sup>rd</sup> Floor  
Welland, Ontario L3C 2W2  
Phone: (905) 788-3135  
Fax: (905) 788-1121  
Attention: Chief Executive Officer

In the case of the Tenant to:

Treetop Trekking Hamilton Inc.  
1101 Horseshoe Valley Road West,  
Barrie, Ontario,  
Canada L4M 4Y8  
Attention: Stephane Vachon

With a copy to:

Aux Deux Moulins Développement Inc.  
7385 Avenue Papineau  
Montréal, Quebec  
Canada H2E 2G7  
Attention: Stephane Vachon

Any notice shall be deemed to have been given at the time of delivery or, if mailed, three (3) days after the date of mailing thereof or if made or given by facsimile, on the next Business Day following the transmittal thereof, as evidenced by confirmation of receipt. Either party shall have the right to designate by notice, in the manner above set forth, a different address to which notices are to be mailed. No notice given by e-mail or by other similar electronic means will be considered to have been given in writing.

## **28.00 MISCELLANEOUS**

### **QUIET ENJOYMENT**

28.01 Provided the Tenant pays the Rent hereby reserved and performs the covenants in this Lease contained and on its part to be observed and performed, the Tenant shall be entitled to have quiet enjoyment of the Leased Premises, subject to the other provisions herein.

### **COMPLIANCE WITH THE PLANNING ACT**

28.02 It is an expressed condition of this Lease, and the Landlord and the Tenant so agree and declare, that the provisions of section 50 of the *Planning Act*, R.S.O., 1990, c.P.13 and amendments thereto, be complied with if applicable

### **ESTOPPEL CERTIFICATE**

28.03 The Tenant at the request of the Landlord shall execute and deliver within 10 Business Days of such request, a statement in writing (the form of which shall be provided to the Tenant by the Landlord at the Landlord's sole cost and expense), certifying that this Lease is unmodified in full force and effect (or if modified, stating the modifications and that the same is in full force and effect as modified) the dates to which any amount provided in this Lease is to be paid by the Tenant to the Landlord has been paid and stating whether or not there is any existing default under this Lease on the part of the Landlord of which the Tenant has notice.

### **NO PARTNERSHIP**

28.04 Nothing contained in this Lease nor the conduct of the parties pursuant to the Lease shall be deemed to create any relationship between the parties other than the relationship of Landlord and Tenant.

### **TIME OF THE ESSENCE**

28.05 Time shall be of the essence of this Lease.

## **SEVERABILITY**

- 28.06 If any provision in this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision other than that which is held to be invalid or unenforceable, shall not be affected thereby and each provision in this Lease shall be separately valid and enforceable to the fullest extent permitted.

## **CAPTIONS AND SECTION NUMBERS**

- 28.07 The captions appearing in the margin and the headings of Articles are for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or any provision hereof.

## **INTERPRETATION**

- 28.08 Words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations and vice versa.

## **ASSIGNMENT OR TRANSFER BY LANDLORD**

- 28.09 In the event of the sale by the Landlord of the Lands or the assignment by the Landlord of this Lease or any interest of the Landlord hereunder and to the extent that such purchaser or assignee has assumed in writing the covenants and obligations of the Landlord hereunder, the Landlord shall, without further written agreement, be freed and relieved of liability upon such covenants and obligations.

## **FORCE MAJEURE**

- 28.10 It is understood and agreed that whenever and to the extent that the Landlord or the Tenant shall be unable to fulfill or shall be delayed or restricted in the fulfillment of any obligation, other than financial obligations, in respect of the supply or provision of any service or utility or the doing of any work or the making of any repairs required by this Lease by reason of being unable to obtain the materials, goods, equipment, service, or labour required to enable it to fulfill such obligation or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant to any law or by reason of the order or direction of any administrator, controller, board, governmental departments or officer or other authority, or by reason of not being able to obtain any permission or authority required by any of the foregoing, or by reason of any other cause beyond its control other than financial considerations or reasons, whether of the foregoing character or not, so long as such impediment exists the Landlord or the Tenant as the case may be shall be relieved from the fulfillment of such obligation and shall be granted a reasonable period of time to fulfill the obligation once the impediment ceases to exist and the other party shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned as a result.

## **OBLIGATIONS AS COVENANTS**

- 28.11 Each obligation or agreement of the Landlord or the Tenant expressed in this Lease, even though not expressed as a covenant, is considered to be a covenant for all purposes.



#### **SURVIVAL OF COVENANTS**

- 28.12 Any obligations of the Landlord or Tenant to make any payments to or make any readjustments on account of Rent will survive the expiration or earlier termination of this Lease.

#### **SCHEDULE**

- 28.13 Each Schedule attached hereto is part of the Lease and is to be construed as if it were part and parcel of the Lease.

#### **SUCCESSORS AND ASSIGNS**

- 28.14 Unless the contrary intention appears, the words "Landlord" and "Tenant" shall mean respectively, "Landlord and either or both, its successors and assigns" and "Tenant, and either or both its successors and permitted assigns".

#### **ENTIRE AGREEMENT**

- 28.15 This Lease and the Schedule attached to it and forming a part of it contain all covenants, promises, agreements, conditions and understandings between the Landlord and the Tenant concerning the Lease and the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those set forth in the Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or the Tenant unless in writing and signed by each of them.

It is agreed that this Lease extends to, is binding upon and enures to the benefit of the parties and their respect successors and assigns as limited in the Lease

#### **GOVERNING LAW**

- 28.16 This Lease shall be construed and governed by the laws of the Province of Ontario and the parties hereby attorn to the relevant courts of the Province of Ontario to determine any dispute arising from this Lease, subject to the arbitration provisions relating to certain sections contained herein.

*[Remainder of page intentionally left blank, Signature page follows.]*

**IN WITNESS WHEREOF** the parties have executed this indenture

**NIAGARA PENINSULA  
CONSERVATION AUTHORITY**

Per: \_\_\_\_\_

Name:

Title:

I have authority to bind the Authority

**TREETOP TREKKING HAMILTON INC.**

Per: \_\_\_\_\_

Name: Stephane Vachon

Title: President

I have authority to bind the Corporation

DRAFT

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# **TREETOP TREKKING HAMILTON AT BINBROOK CONSERVATION AREA**

## **PLANNING PROPOSAL**

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**Prepared for:** NIAGARA PENINSULA CONSERVATION AUTHORITY  
**Prepared by:** TREETOP TREKKING  
**Date:** MARCH 14, 2018





**2 | TREETOP TREKKING HAMILTON - PROJECT PROPOSAL – MARCH 2018**

**Property** – Binbrook Conservation Area - 5050 Harrison Rd, Binbrook, ON L0R 1C0

**Property Owner** – Niagara Peninsula Conservation Authority

**Treetop Trekking Park will be operated by** – Treetop Trekking

**Current Property Use** – Picnic areas, beach, canoe rentals, wakeboard park.

**Proposed Treetop Trekking Park Features-**

- Treewalk Village
- Zip Line & Aerial Game Courses

## Park Feature Overview

### Treewalk Village

Treewalk Village is the newest activity in the Treetop Trekking family and is suitable for children as young as 2 or 3 years old. It can be explained through the eyes of a child as the Tree house village of their dreams. Children use bridges, ramps and slides to travel from tree house to tree house. Other park features include underground tunnel networks, mini TreeWee obstacle courses, mini zip lines and more. Treetop Trekking opened its first Treewalk Village in Stouffville Ontario in 2015 and it regularly sees in excess of 500 visitors per day.





**4 | TREETOP TREKKING HAMILTON - PROJECT PROPOSAL – MARCH 2018****Aerial Courses**

Visitors climb from tree to tree with the use of bridges, monkey cables, nets and of course zip lines. Use these “games” to travel from tree to tree while securely connected to a lifeline. Courses range in level from beginner to expert and are suitable for ages 9 and up. Climbers have the freedom to clip themselves through the course one game at a time.

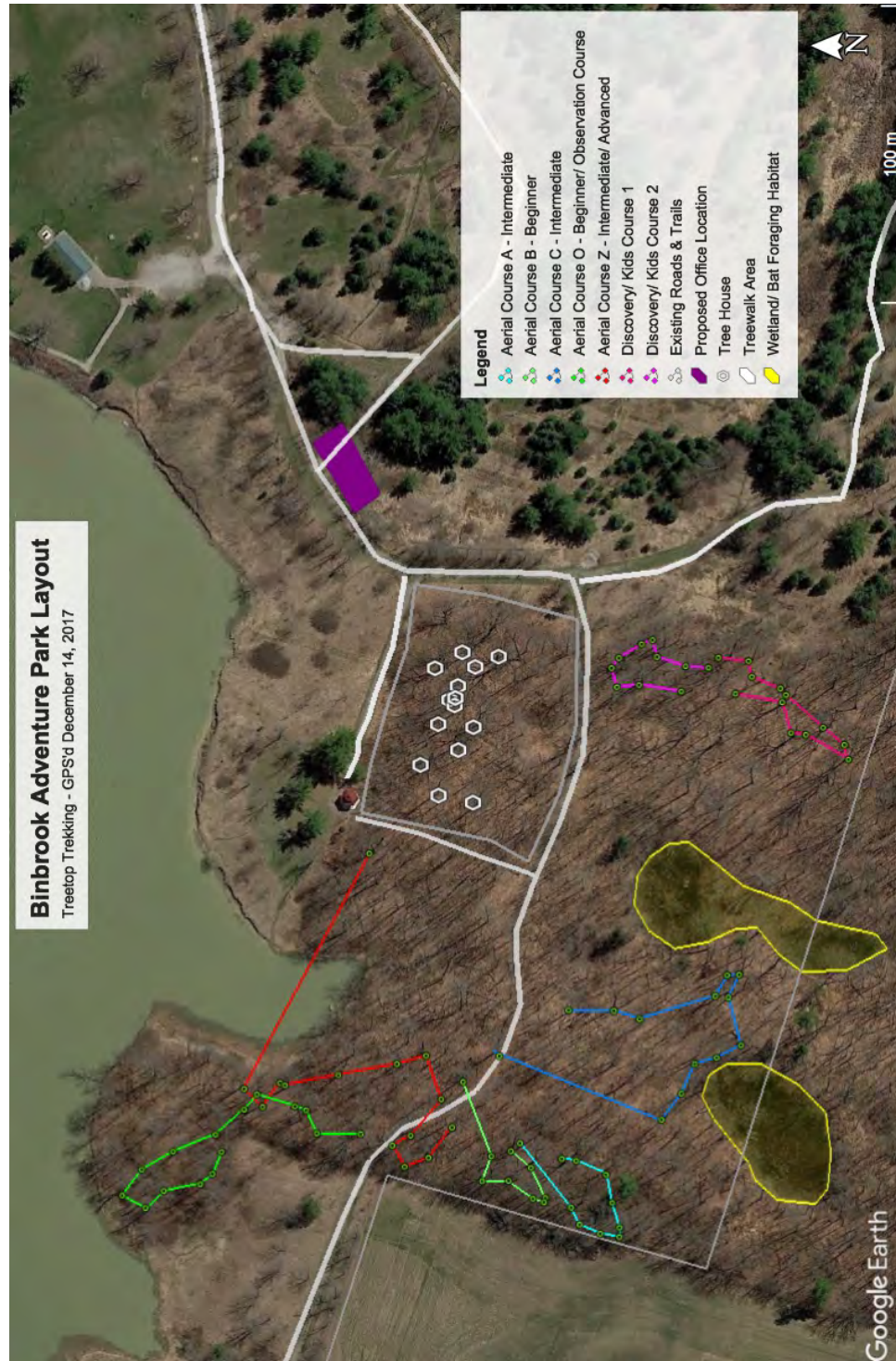




## Lease Area





**Proposed Park Layout**

**Lease Zone**

The lease zone will be made available for construction and operation of the Treetop Trekking park. Access would still be available for other park users (ie hikers, dog walker etc.) after the construction phase.

Existing and future park roadways, pathways, parking etc. would be seen as 'common area' and used by Treetop Trekking customers and other park users.

**Development Overview**

The majority Treetop Trekking's on site construction will take place from August – November of 2018, as per the direction of the Environmental Impact Study.

The target is to have the park open April 1<sup>st</sup>, 2019.

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**Report To: Board of Directors**

**Subject: Request from Friends of Fort Erie's Creeks (FOFEC)**

**Report No: 31-18**

**Date: March 26, 2018**

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**RECOMMENDATION:**

1. That Report No. 31-18 respecting a Request from Friends of Fort Erie's Creeks **BE RECEIVED**;
2. That the request from Friends of Fort Erie's Creeks (FOFEC) to construct a building at Stevensville Conservation Area **BE SUPPORTED IN PRINCIPLE** subject to securing all necessary permits and approvals; and
3. That staff **BE DIRECTED** to prepare a report to the NPCA Board of Directors, once all details have been confirmed, for final approval.

**PURPOSE:**

To advise Board members of a request from the Friends of Fort Erie's Creeks and to seek Board direction.

**BACKGROUND:**

On January 22, 2018, NPCA staff met with the FOFEC to clarify roles and responsibilities related to the organization's Trillium Foundation Grant. During the meeting, the FOFEC President, Ian Twyford indicated that his organization would like to construct a building on NPCA property, at Stevensville Conservation Area, in Fort Erie, and asked if NPCA would be open to this request. Mr. Twyford was asked to submit the request in writing (Appendix 1) and informed that the written request would be taken to the NPCA Board of Directors for consideration.

**DISCUSSION:**

In July of 2017, the FOFEC made the decision to sell its property located at 1465 Thompson Road, in Fort Erie and relocate to a more suitable location that would reduce operating costs and increase operational efficiencies. By early August 2017, the property was sold and the search for a new operations center was underway. The Fort Erie Conservation Club, based out of Stevensville Conservation Area, suggested it might be appropriate for FOFEC to also be based out of the Stevensville Conservation Area to further promote collaboration and partnerships. At its August 2017 meeting the Fort Erie Conservation Club unanimously supported the plan to locate the FOFEC, at the Stevensville CA, subject to NPCA and Town of Fort Erie approvals. Their letter of support is included in Appendix 1.

The proposed dimensions of the new building are approximately 30' x 60', with a height of 25 feet, and also includes an 8' x 30' veranda. The exterior of the building will be very similar to the club house, already located at Stevensville CA, and will be situated on the north side of the laneway entrance, roughly across from the existing club house.

Staff have conducted a preliminary review of the proposal and have confirmed that the location in question is outside the regulated area and as such would not require approval under Regulation 155/06. A map of the regulated areas is attached as Appendix 2.

There would be other municipal (Town) considerations involved in erecting a building:

- Zoning (does the current zoning on the property permit additional buildings and if so, what are the setbacks/parking requirements?)
- Does the Town require the construction of a building on the property to undergo Site Plan Control?
- Is municipal servicing available or would there have to be private servicing?
- Building Permit (assuming all zoning, planning and servicing issues are satisfied)

Prior to going through the permit and approval process the FOFEC is wishing to confirm the NPCA's general level of interest in this proposal and therefore is seeking approval in principle, at this time, with the intent to return to the Board at a later date for final approval.

#### **FINANCIAL IMPLICATIONS:**

There are no financial implications for the NPCA. All costs related to this proposal will be the responsibility of the FOFEC.

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

Appendix 1: Written Request from FOFEC

Appendix 2: NPCA Map of Regulated Areas at Stevensville CA

**Submitted by:**



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**Mark Brickell**  
**Chief Administrative Officer**  
**Secretary Treasurer**





FEB14 '18 AM 11:38



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**Summary:** *The following is a proposal to the Niagara Peninsula Conservation Authority (NPCA) to obtain permission to construct a new operational facility adjacent to the Fort Erie Conservation Club at 2555 Ott Road in Fort Erie, Ontario.*

Ian Twyford, President, FOFEC

**Prepared For:** Niagara Peninsula Conservation Authority

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Request for Approval .....2

Appendices

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**Name of Applicant:** Friends of Fort Erie's Creeks

**Address:** 2555 Ott Road, Fort Erie, ON L0S 1S0

**Primary Contact:** Ian Twyford, President

**Office:** 905-382-7194

**Home:** 905-382-3817

**Email:** [fofec@bell.net](mailto:fofec@bell.net)

## Introduction

In July of 2017, the Friends of Fort Erie's Creeks (FOFEC) and its membership discussed the feasibility of selling its existing property on 1465 Thompson Road and relocating to a more suitable location; ideally, a location that would facilitate reduced operational costs and increase the efficiency of operations.

Discussion of the sale of FOFEC's property began in early August 2017 and shortly thereafter a vote was passed to proceed with the sale. The property sold much faster than was anticipated and finding a new location was now a top priority.

The Fort Erie Conservation Club (FECC) came up as a possible location, as this was the original home of FOFEC. FECC is an ideal location, as it presents an environment which is conducive to learning; a major component of our organization's mandate.

On August 22<sup>nd</sup>, 2017, FOFEC met with the FECC Board to present its proposal. FECC was pleased with our proposal and optimistic that this renewed relationship would benefit both parties. FOFEC's proposal was presented to FECC membership for a vote and the final decision was unanimous; FECC and its membership welcomed the proposal of building a new FOFEC facility nearby (please refer to FECC's letter of support in Appendix "B").

## Building Location and Details

Once approval for the proposed construction of a new facility was received, FECC and FOFEC would meet on several occasions to discuss location. To limit environmental impact both parties surveyed the property and came up with, what they felt, would be an ideal location; one which minimalizes environmental impact and accommodates hookup of hydro, gas, telephone and water. Please refer to Appendix "A" for an aerial image of the proposed location.

The proposed dimensions of FOFEC's new facility are: 60' (length) x 30' (width) x <25 (height), with an 8' (length) x 30' (width) attached veranda similar to that of the Fort Erie Conservation Club. An artist's graphic rendition of the proposed facility can be found in Appendix "C".

Both FOFEC and FECC agreed that the new construction would be of a design standard consistent with the existing FECC buildings and to have regard for the future.

## Request for Approval

In order for FOFEC to proceed with the construction of a new facility, we must first obtain consent from the NPCA (land management body and permit approval), followed by the Ontario Lottery and Gaming Commission (financial supporter) and finally the Town of Fort Erie (building permit provider).

Once approval has been received from the NPCA, we can request the release of funds held in trust by the OLG to initiate the engineering of our new facility. Once construction plans are complete, FOFEC will apply to the Town for a permit to proceed.

FOFEC would sincerely appreciate the NPCA's immediate consideration in this matter.

### **Ian Twyford**

President

Friends of Fort Erie's Creeks

Fort Erie, ON, L2A 5M4

T: (905) 871-3050

905-382-3817



## APPENDIX "A"



## **Fort Erie Conservation Club**

P.O. Box 332, Fort Erie, Ontario L2A 5N1

November 15, 2017

Mr. Ian Twyford  
Friends of Fort Erie Creeks  
c/o Fort Erie Conservation Club  
2555 Ott Road  
Stevensville, Ontario.  
L0S 1S0

**Attn: Ian Twyford**

**Re: Proposed Building at the Fort Erie Conservation Club**

Dear Mr. Twyford:

The Fort Erie Conservation Club gives permission for Friends of the Fort Erie Creeks to erect a building (approximately 24 feet by 30 feet) next to an existing building owned by the Fort Erie Conservation Club.

This approval is pending upon N.P.C.A. approval, Town of Fort Erie approval and all other necessary permits and approvals.

Trusting this is the information required.

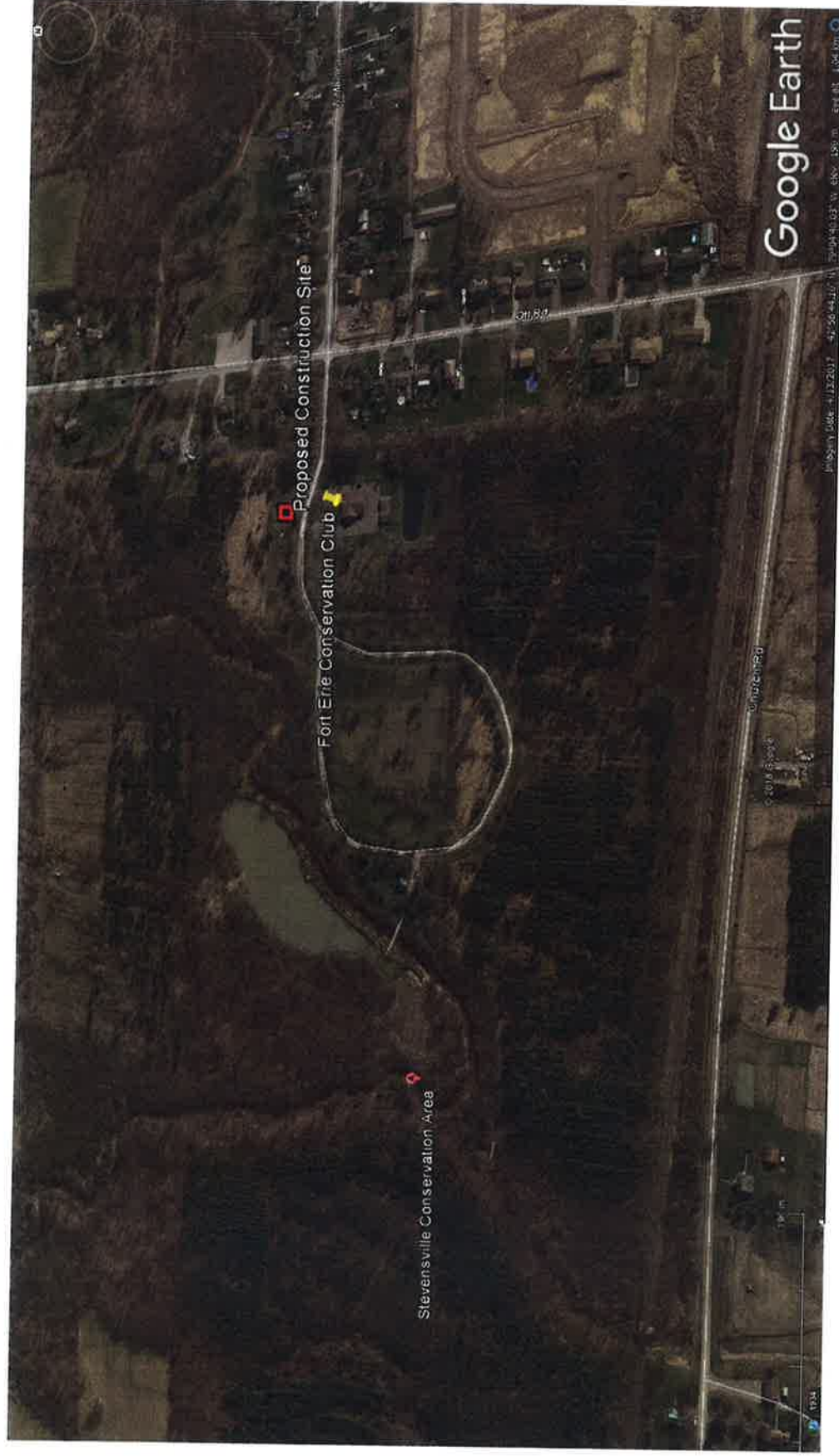
Yours truly,

Connie Charron  
Fort Erie Conservation Club

CC/pw

## APPENDIX “B”

**FOFEC – Proposed Location of New Facility**



**IMAGE 1** The above image displays the proposed construction site of a new facility for the Friends of Fort Erie's Creeks. The new facility will contain an office, a laboratory, and a washroom.

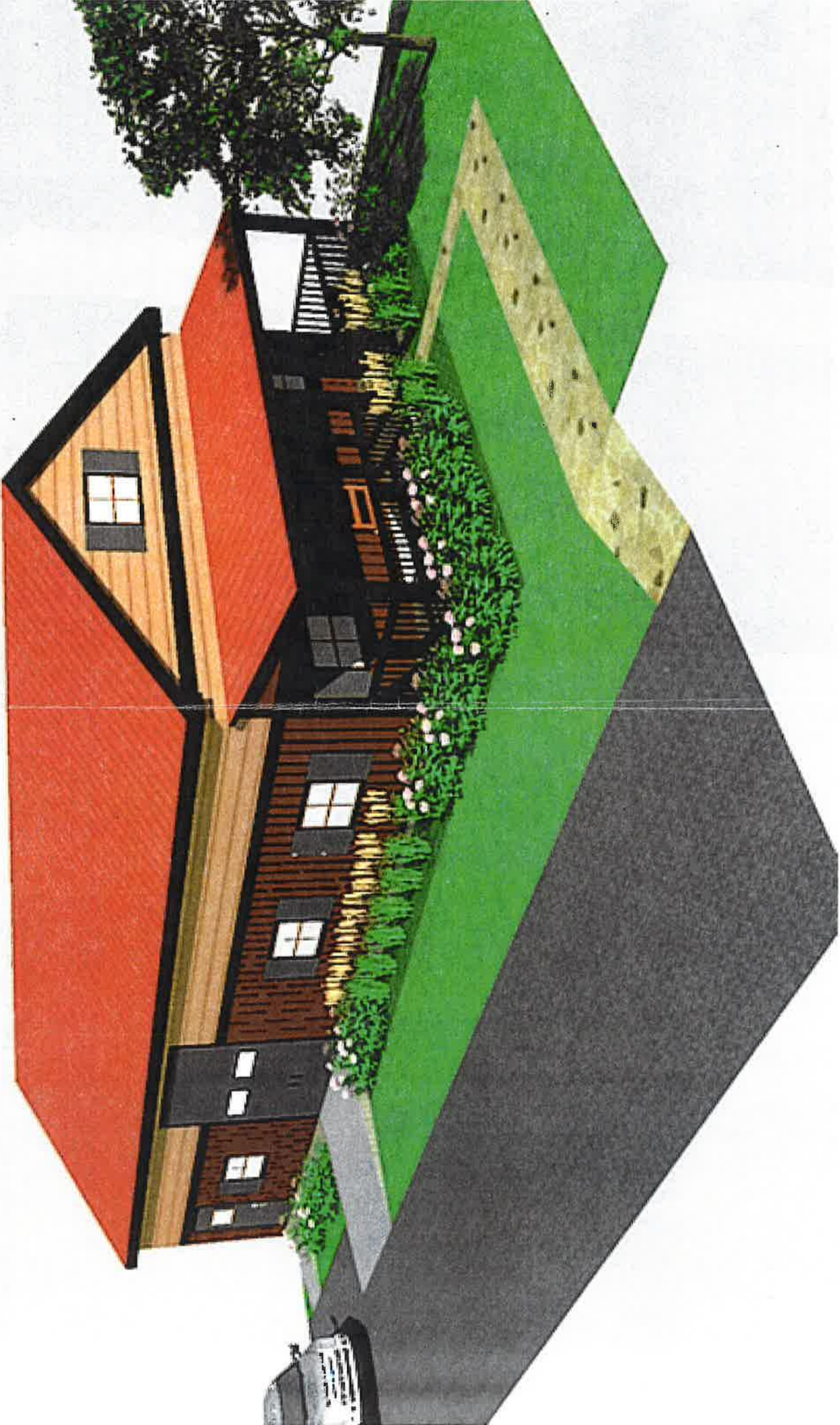


**FOFEC – Proposed Location of New Facility (cont.)**

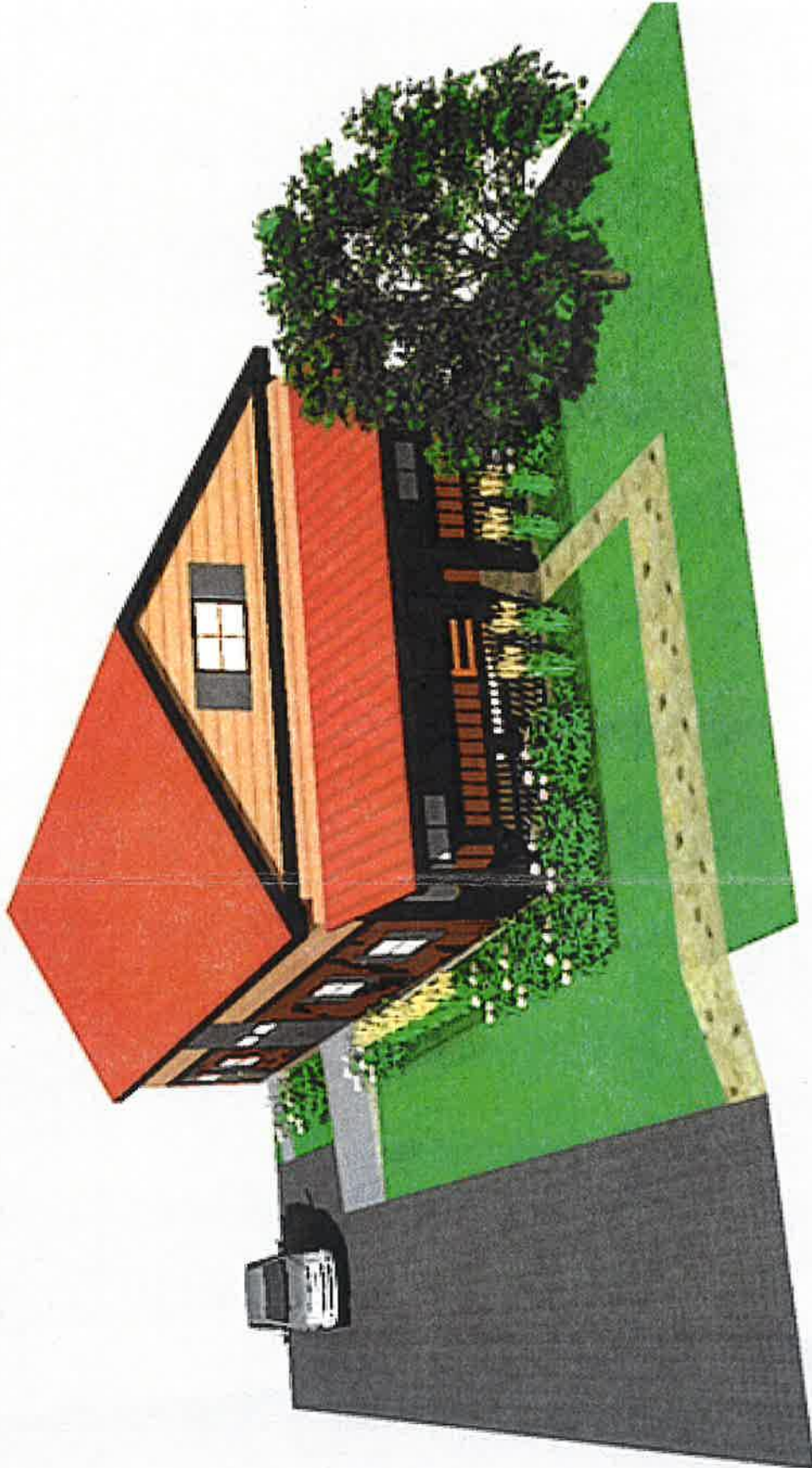


**IMAGE 2** The above is an enhanced view of IMAGE 1 (previous page) which displays the proposed construction site of a new facility for the Friends of Fort Erie's Creeks.

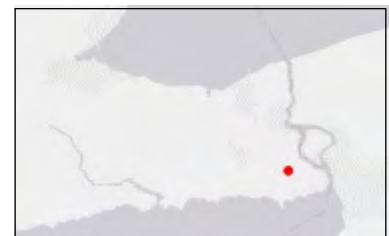
## APPENDIX “C”











Legend

- Corporate Watershed Divide N
- NPCA APPROXIMATE REGULATED AREAS
- Ontario Road Network
  - Major Highways
  - Arterial Roads
  - Local Roads
- Assessment Parcels
- 2K Hydrography
- Campsites
- SWOOP\_2015
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3



0.1 0 0.03 0.1 Kilometers

NAD\_1983\_UTM\_Zone\_17N

© NPCA, Niagara Region, LIO, MPAC & Teranet

This map is for illustrative purposes only. Information contained hereon is not intended to constitute advice, is not a substitute for professional review or a site survey, and is subject to change without notice. The NPCA takes no responsibility for, nor guarantees, the accuracy of the information contained on this map. Any interpretations or conclusions drawn from this map are the sole responsibility of the user. THIS IS NOT A PLAN OF SURVEY

Notes

NPCA Regulated Areas



**Report To: Board of Directors**

**Subject: Proposed Niagara River Ramsar Designation**

**Report No: 77-15**

**Date: July 15, 2015**

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**RECOMMENDATION:**

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

**PURPOSE:**

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

**BACKGROUND:**

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

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

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

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

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

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

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

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

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

#### **What Ramsar Is:**

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

#### **What Ramsar Is Not:**

- A wetland designation.

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

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

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

#### **The Process for Designation:**

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

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

ii. Completion of a nomination package which includes:

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

### Next Steps for Designation:

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

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

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



#### Nomination submission:

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

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

#### FINANCIAL IMPLICATIONS:

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

#### RELATED REPORTS AND APPENDICES

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

#### **Prepared by:**

  
Jocelyn Baker  
Supervisor, Watershed Restoration

#### **Reviewed by:**

  
Peter Graham P.Eng.  
Director, Watershed Management

#### **Submitted by:**

  
Carmen D'Angelo  
Chief Administrative Officer / Secretary Treasurer

# **Niagara River Corridor Ramsar Site Working Group / Steering Committee**

## **TERMS OF REFERENCE**

### **BACKGROUND**

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

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

### **PURPOSE**

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

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

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

## **GOAL**

The Convention's mission is “the conservation and wise use of all wetlands through local and national actions and international cooperation, as a contribution towards achieving sustainable development throughout the world”. Recognizing cooperative approaches are essential to achieve the wise use of wetlands, the establishment of a small Working Group as well as a broader Advisory Group are needed to assist in the process of exploring the feasibility of a Ramsar site designation. The goal of the Working Group is therefore to define the recommended actions/activities required in the development of the Ramsar Site designation proposal / application, and along with the Steering Committee, to provide expertise and guidance throughout the process.

## **MEMBERSHIP**

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

The identified stakeholder groups in the study area include:

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

New groups / members can be added as needed.

## **REQUIREMENTS**

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

## **ROLE OF STEERING COMMITTEE MEMBERS** **(Oversees Ramsar coordination)**

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

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

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

The Steering Committee members agree to:

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

## **CONCLUSION**

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



# Niagara River Ramsar Designation Steering Committee

## Terms of Reference - 2017

### BACKGROUND

In the early part of the 19th century, the Niagara River was considered to be the most degraded place in North America. In 1972, Canada and the United States signed the Great Lakes Water Quality Agreement to clean-up the Great Lakes, including the Niagara River. Major clean-up efforts in the Niagara River over the past 50 years have reduced discharges of pollution and toxic chemicals. To acknowledge this achievement of a cleaner, healthier river, various Niagara River stakeholders are working to pursue a Ramsar designation for the river.

The Ramsar Convention is a voluntary Treaty, committed to promoting the conservation and wise-use of water based ecosystems through international engagement and collaboration. The Treaty was signed in Ramsar, Iran; in 1971. Canada signed the Treaty in 1981, and has 37 Ramsar sites. The United States signed the Treaty in 1987, and has 36 Ramsar sites. There are 169 member countries, totaling over 2,227 Ramsar Sites.

Ramsar is a "good faith" designation to encourage the maintenance of the ecological character of a site in the framework of "wise use". Site managers are encouraged to promote conservation and other beneficial uses. A Ramsar designation is not an instrument that creates regulatory rules. The designation will not impact, restrict or limit the use of the Niagara River for recreation, agriculture, business or commerce. A Ramsar designation will not take away anyone's rights or ability to enjoy their properties.

A Ramsar designation for the Niagara River will commit Canada and the United States will continue to work together to ensure environmental progress achieved over the past 5 decades does not backslide. It will ensure future programs and their administrators are aware of the history and work that has been completed on the river. A Ramsar designation will endorse the rivers ecological significance and its global importance. It will strengthen local economies through increased tourism, recreation and increased funding opportunities. It will heighten international awareness of the river's global contribution to biodiversity and its role in building stronger, healthier and more resilient communities.

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

1. Is representative, rare, or unique.
2. Supports vulnerable, endangered or threatened species.
3. Supports keystone or endemic species.
4. Supports species at a critical stage in their life cycles (migration, breeding).
5. Supports 20,000 or more waterbirds.
6. Supports 1% of the individuals in a population of one species of waterbird.
7. Supports a significant proportion of indigenous fish species.
8. An important food source, spawning area, nursery or migration path for fish.
9. Supports 1% of the individuals in a population of one species or subspecies of wetland-dependent non-avian animal species. (Something that is not a bird).

The Niagara River meets all 9 criteria. Only 35 (1%) of all global Ramsar sites meet all nine criteria.

### PURPOSE

The Niagara River Ramsar Steering Committee was established in 2013 to lead the Ramsar designation nomination process. Although the Steering Committee is pursuing a transboundary site designation, each signatory country to the Ramsar Treaty has its own procedure for nomination. In Canada, Environment and Climate Change Canada, represented by the Canadian Wildlife Service (CWS), oversees the Ramsar nomination process through the Procedural Document: *Nomination and Listing of Wetlands of International Importance*. In the United States, the Federal Government represented by the U.S. Fish and Wildlife Services oversees the Ramsar nomination process. The transboundary designation occurs once each country has met the procedural requirements. If successful, the Niagara River would be the first bi-national Ramsar site in both North and South America. It is possible to designate only one individual side (country) of the river.

## **GOAL**

The goal of the Steering Committee is to provide expertise and guide the procedural nomination process. A working group was established to support the nomination process including assisting with the collection of documentation to verify the river meets the qualifying criteria.

## **STEERING COMMITTEE MEMBERSHIP**

The Steering Committee includes the Western New York Land Conservancy, The Niagara Parks Commission, University at Buffalo: University of New York (SUNY), Buffalo State: University of New York (SUNY), the Environmental Sustainability Research Unit (Brock University), Niagara College, Buffalo Niagara Waterkeeper, Niagara Restoration Council, Kerry Mitchel and Jocelyn Baker (unaffiliated members).

The Steering Committee will be Co-chaired by a U.S. and a Canadian member:

Canadian Chair: Jocelyn Baker, unaffiliated member

U.S Chair: Jajeane Rose, Western New York Land Conservancy.

The Steering Committee members agree to:

- Oversee the development of the Ramsar Information Sheet (nomination documents), the outreach and engagement (communication plan), and other procedural requirements as outlined in each country's nomination process documents;
- Provide technical advice and assistance with fulfilling objectives of the nomination process.

## **ADVISORY GROUP MEMBERSHIP (formerly Working Group)**

At the August 29, 2017 Steering Committee meeting, the Committee agreed to rename the working group to advisory group as their original mandate of supporting RIS information gathering has been completed. The advisory group will continue to support the on-going efforts of stakeholder engagement and promotion. The advisory group consists of representation from stakeholders who have an interest in the river and supporting the nomination process.

The identified stakeholder groups in the study area include:

- Niagara National Heritage Area Commission
- New York State Department of Environmental Conservation
- Ontario Ministry of Natural Resources
- Regional Municipality of Niagara
- Niagara Peninsula Conservation Authority
- The Niagara River Remedial Action Plan
- Niagara University
- US Fish and Wildlife Service
- Buffalo Audubon Society
- Member Municipalities

New groups / members can be added or removed as needed at the discretion of the Steering Committee

## **CONCLUSION**

This Terms of Reference is provided as a basis for the development of a Ramsar site designation nomination. Members of the Steering Committee will work cooperatively with each other. Ideas and information will be acknowledged and respected, resulting in a process and product that will have the support of those with a vested interest.

**Report To:** Board of Directors

**Subject:** Lake Access Agreement Renewal - Catholic Youth Organization (Camp Marydale) at Binbrook Conservation Authority

**Report No:** 35-18

**Date:** March 26, 2018

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**RECOMMENDATION:**

1. That Report No. 35-18 respecting Lake Access Agreement Renewal - Catholic Youth Organization (Camp Marydale) at Binbrook Conservation Authority **BE RECEIVED**; and
2. That the NPCA Board **AUTHORIZE** staff to enter into an Access Agreement, attached to Report 35-18 as Appendix 1, with the Catholic Youth Organization (CYO) to utilize a dock on Lake Niapenco within the Binbrook Conservation Area.

**PURPOSE:**

For the Board to consider renewing an agreement with CYO, specifically Camp Marydale, so they can utilize Lake Niapenco for their programming.

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

**BACKGROUND:**

CYO, Camp Marydale, is a property owner adjacent to the Binbrook Conservation Area. Their mission, partly, is to serve children, teens and families through programs. Some of their programs include fishing, swimming, kayaking, canoeing, etc. Camp Marydale and the NPCA have had several agreements in the past several years relating to accessing Lake Niapenco. Although previous agreements mentioned trails, reservoirs, etc. There was consensus that any new agreement would focus solely on CYO having access to a dock on NPCA property.

With the most recent agreement expired in 2017, NPCA and CYO staff are seeking to renew the agreement and terms as outlined in Appendix 1.

According to CYO, over 2000 guests access the Camp Marydale dock for Outdoor Education programming each year.

**DISCUSSION:**

NPCA staff have come to a consensus regarding the updated draft agreement (Appendix 1) with CYO staff, neither one has yet been ratified by their respective Boards. The new draft agreement is proposed to be 3 years allowing CYO access to Lake Niapenco. CYO must provide proof of insurance with NPCA named as additional insured.

The Board may also choose to pass on entering into any agreement with CYO for Lake access.

As the draft agreement (Appendix 1) has yet to be ratified, the request is for the Board to authorize staff to enter into an agreement, either the draft agreement as it stands or a variation thereof, depending on how the CYO Board responds.

**FINANCIAL IMPLICATIONS:**

The draft agreement is currently set as to capture \$4000/year for 2018/2019/2020. This allows CYO to continue offering several of their outdoor programs for children. Further, the draft agreement confirms the NPCA as additional insured on the CYO policy for \$5 million.

**RELATED REPORTS AND APPENDICES:**

- Appendix 1: DRAFT Lake Niapenco Access Agreement
- Appendix 2: Map 1 - Location of proposed access on entire Lake
- Appendix 3: Map 2 - Camp Marydale Access location close-up

**Prepared by:**

**Submitted by:**



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**David Barrick**  
Senior Director, Corporate Resources



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**Mark Brickell**  
CAO/Secretary Treasurer



## LAKE NIAPENCO ACCESS AGREEMENT

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

**NIAGARA PENINSULA CONSERVATION AUTHORITY (“AUTHORITY”)**

-and-

**CATHOLIC YOUTH ORGANIZATION (“LICENCEE”)**

**WHEREAS** the Licencee owns land adjacent to the Authority’s Binbrook Conservation Area (“Lands” and/or “Waters”).

**AND WHEREAS** the Licencee has requested permission to install and maintain a dock for programming use on the Lands of the Authority.

**AND WHEREAS** the Authority has agreed to grant such permission on an annual basis, up to three years, upon certain terms and conditions.

**NOW THEREFORE IN CONSIDERATION** of the mutual promises and covenants herein contained, the parties hereto, hereby, agree as follows: --

### **LICENCE**

1. The Authority hereby grants permission to the Licencee to install and maintain in the Waters of the Conservation Area a dock to be *no more than 3.7 metres in length and 2.5 metres in width and to be constructed with a frame and floats and which may have wood decking*. Plans for the dock and its location shall be approved by the Authority prior to installation and no deviation therefrom shall be permitted without prior approval.
2. Authority hereby grants permission to the Licencee, guests and invitees to cross the Lands lying between the property of the Licencee and the shore of the Conservation Area, for the purposes of access to a dock.
3. The permission hereby granted shall be for a period of one year from the date hereof subject to automatic renewal upon payment of the annual fee which may, from time to time, be amended by the Authority and subject always to cancellation by the Authority for any of the following reasons: –
  - (i) The desire of the Authority to create a right in the Lands, which its sole opinion, is inconsistent with the continued existence of the dock;
  - (ii) Use by the Licencee of the dock or Lands and Waters of the Conservation Area in a manner unacceptable to the Authority.
  - (iii) Breach of any term hereof.
  - (iv) The sale of some, or all, of the Lands by the Authority.

The dock shall be removed and access to the water terminated ten (10) days after notice under this paragraph has been given; failing which, the Authority may remove the dock

without further notice. Such removal to be at the expense of the Licencee.

4. Neither this Agreement nor any Notice thereof shall be registered on the title of the Authority.
5. The Authority shall have the right to inspect the dock and the surrounding Lands at any time.

#### **PAYMENTS**

6. The Licencee shall pay to the Authority an annual fee on or before the 1st day of May in each Year: 2018- 4000 (four thousand) dollars  
2019- 3000 (four thousand) dollars  
2020- 4000 (four thousand) dollars
7. At the time of payment of the fee, the Licencee shall provide to the Authority a copy of a Public Liability Insurance Policy in favour of the Licencee, naming the Authority as an insured herein, in the amount of Five Million (\$5,000,000.00) Dollars.
8. The Licencee shall be responsible for municipal taxes that may be imposed as a result of this Agreement.

#### **REGULATIONS**

9. No boat used on the Waters of the Authority shall be powered by any means other than human and/or wind power.
10. No damage by the Licencee, guests and invitees to the Lands nor Waters of the Authority shall occur and the Licencee shall be responsible for any repair, maintenance or restoration that may be required. The Authority shall be entitled to register against the lands of the Licencee a lien for any costs expended by the Authority to repair, maintain or restore its Lands or Waters as a result of the actions of the Licencee, guests and invitees.
11. All persons using the dock shall comply with all Federal, Provincial and Municipal laws and regulations including any rules of the Authority regarding the operation of watercraft, the protection of the environment and the management of wildlife and natural resources.
12. No drugs or alcoholic beverages shall be used on the Lands or Waters of the Authority.

#### **GENERAL**

13. This Agreement may not be assigned. Any assignee or transferee of the Licencee shall be required to make a new application to the Authority for permission to maintain a dock.
14. Any notice required to be sent, may be sent by pre-paid, ordinary mail:

To the Authority at : 250 Thorold Road West  
Welland, Ontario  
L3C 3W2  
To the Licencee at: 5999 Chippewa Road.  
Mount Hope, Ontario  
L0R 1W0

15. The parties hereto agree that the headings inserted in this licence are inserted merely for the purpose of convenience and form no part of the provisions of this licence.
16. This agreement constitutes the entire understanding between the parties relating to the subject matter of this agreement.
17. Notwithstanding that the Licencee is referred to as being singular, this agreement shall be binding upon and enure to the benefit of the Licencee whether singular, plural, male, female or corporate entity.

**IN WITNESS WHEREOF** the parties hereto have hereunder set their hands and seals  
this \_\_\_\_ day of \_\_\_\_\_, 2018.

**THE NIAGARA PENINSULA  
CONSERVATION AUTHORITY**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

I/We have the authority to bind  
the Conservation Authority

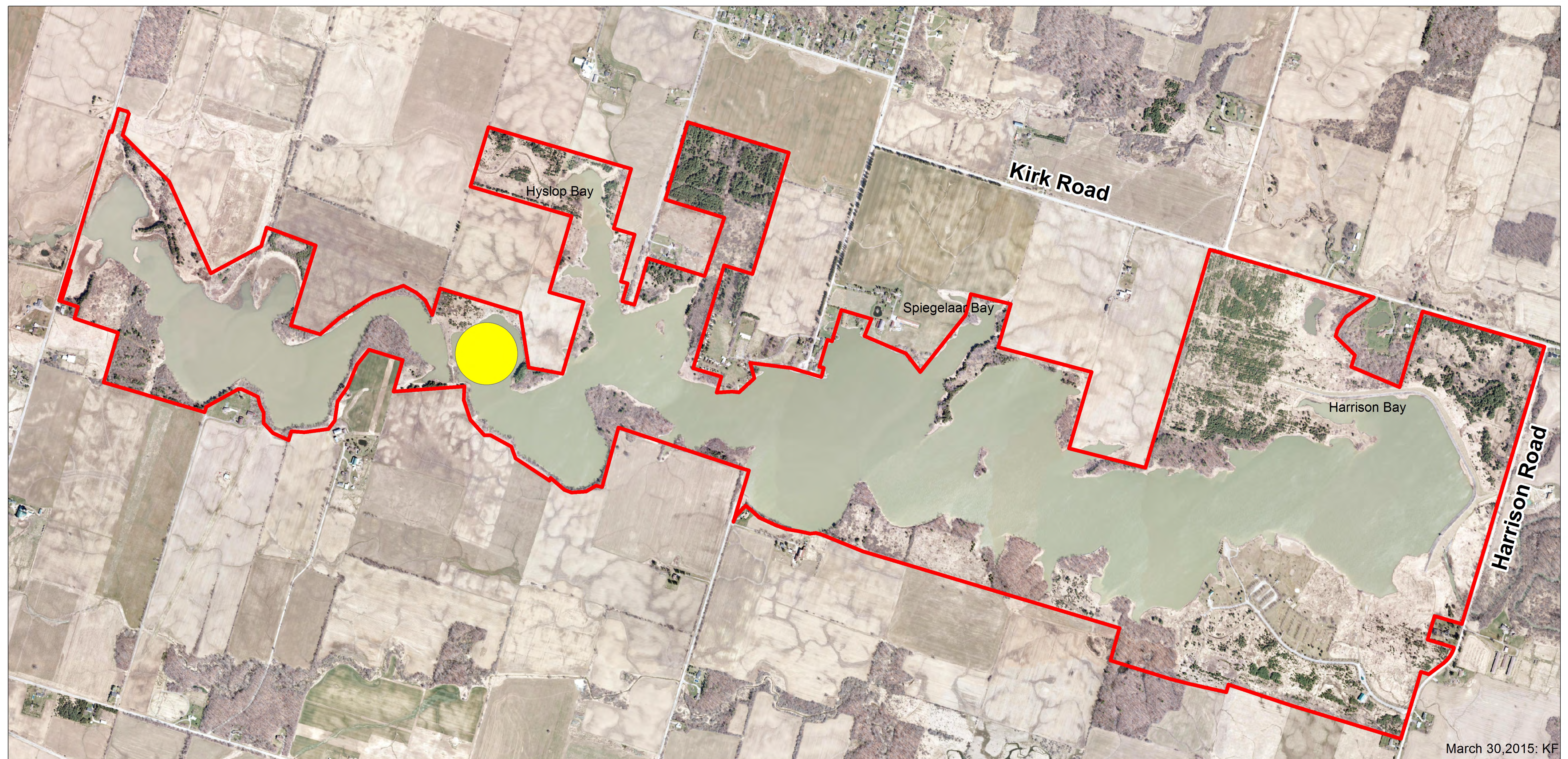
**CATHOLIC YOUTH ORGANIZATION  
("LICENCEE")**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_


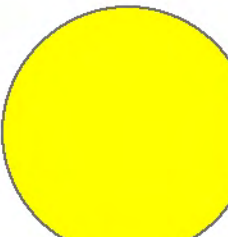
I/We have the authority to bind  
the Catholic Youth Organization





## Binbrook Conservation Area - Camp Marydale Proposed Dock

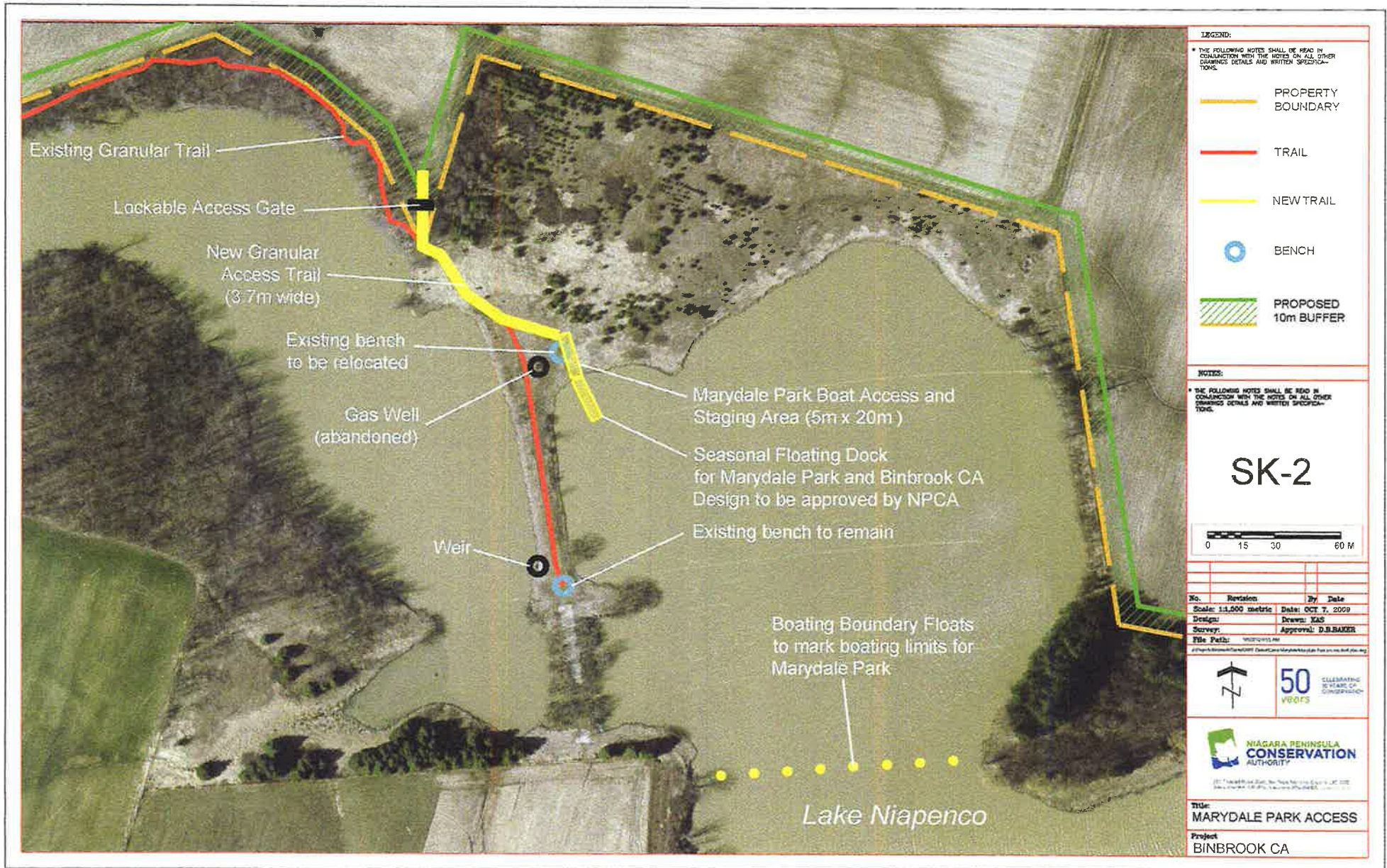
### Legend

-  Conservation Area Boundary
-  Proposed Dock and Area Location

0 250 500 1,000  
Meters







**Report To:** Board of Directors

**Subject:** NPCA Watershed Floodplain Committee – DRAFT Terms of Reference

**Report No:** 36-18

**Date:** March 26, 2018

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**RECOMMENDATION:**

1. That Report No. 36-18 respecting the NPCA Watershed Floodplain Committee – DRAFT Terms of Reference **BE RECEIVED**;
2. That the NPCA Watershed Floodplain Committee DRAFT Terms of Reference attached to Report No. 36-18 as Appendix 1 **BE APPROVED**; and
3. That the NPCA Board immediately **PROCEED** to the selection process for the purposes of identifying board membership on the NPCA Watershed Floodplain Committee; and
4. That the following Board Members **BE APPOINTED** to the NPCA Watershed Floodplain Committee effective immediately:

**PURPOSE:**

Staff were directed, as per Resolution No. FA-11-18 of the Full Authority Board meeting held on January 17, 2018, to verify the Committee name and Terms of Reference respecting membership (i.e. citizen representatives, Board Members, etc.) and mandate of the Watershed Floodplain Committee/ Welland River Floodplain Review & Implementation Committee. The Committee current membership was to be retained, until the name clarification and intent was identified.

At the February 28, 2018 Full Authority Meeting, staff provided Board Members with Report No. 20-18 to clarify the Committee name. The Terms of Reference, from July 2014 – Resolution No. FA-147-14, were also provided.

**BACKGROUND:**

At the January 10<sup>th</sup>, 2012 Full Authority Meeting, the NPCA Board formed a committee originally called the Welland River Floodplain Review & Implementation Committee. The committee's responsibilities were to make appropriate recommendations to the Full Authority Board with respect to implementation of the revised Floodplain Mapping for the Welland River. The committee has met several times since 2012.



A revision to the Terms of Reference for this committee was last done on July 16, 2014 (Resolution No. FA-147-14). That Resolution to amend the Terms of Reference for the Committee came at the request of the existing committee to include two (2) non-voting members of the Welland River Floodplain Association. This appears to be the last time this Terms of Reference has been reviewed by the NPCA Board of Directors.

### **DISCUSSION:**

An update to the Terms of Reference was identified, based on discussion, at the Full Authority Meeting in January 17 and February 28, 2018.

The attached Draft Terms of Reference updates not only the new format for NPCA Standing Committee Terms of Reference but also includes a clarification on the name, membership, and further includes a Responsibilities/ Duty change. The Responsibilities/ Duty of the Watershed Floodplain Committee is to make appropriate recommendations to the Full Authority Board with respect to the implementation, study, or review of existing or new floodplain mapping exercises or projects throughout the Niagara Peninsula Conservation Authority Watershed, not just the Welland River Floodplain. As such, the Watershed Floodplain Committee will be asked to meet, review, discuss, and make recommendations on all Floodplain Mapping projects across the NPCA watershed going forward.

### **FINANCIAL IMPLICATIONS:**

There are no financial implications to approving the DRAFT Terms of Reference.

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

Appendix 1 – Watershed Floodplain Committee DRAFT Terms of Reference

**Prepared by:**

  
\_\_\_\_\_  
**Gregg Furtney**  
**Acting Director of Watershed Management**

**Submitted by:**

  
\_\_\_\_\_  
**Mark Brickell**  
**CAO/Secretary Treasurer**

**Draft Terms of Reference:**  
**Watershed Floodplain Committee**

<i>Committee Name:</i>	Watershed Floodplain Committee
<i>Committee Type:</i>	Standing Committee
<i>Purpose/Scope:</i>	The Watershed Floodplain Committee will make appropriate recommendations to the Full Authority Board with respect to floodplain mapping exercises and projects, both internal and those driven through an outside/third party company, under the NPCA Procurement Policy and Request For Proposal process, for updates to existing floodplain mapping and/ or new floodplain mapping across the NPCA watershed.
<i>Authority:</i>	Decisions and recommendations will be made by the Committee members and then sent to the Full Authority Board for approval.
<i>Membership:</i>	The Committee will have a minimum of Five (5) NPCA Board Members and will include the NPCA Chair, Vice-Chair and at least three (3) Board Members appointed by the Full Authority Board. It will also include one (1) voting member from the Welland River Floodplain Association and two (2) non-voting members of the Welland River Floodplain Association. The NPCA CAO will appoint applicable NPCA staff as required to participate. Additional Citizen Members can be included at the discretion of the full committee.
<i>Meeting Requirements:</i>	Meetings will be held at the call of the Committee Chair. Agendas will be prepared by the Committee Chair in consultation with staff. Minutes will be prepared by staff and distributed to all Committee members and Senior Management prior to the next meeting.
<i>Meeting Location:</i>	Meetings will be at NPCA Head Office (250 Thorold Rd. West, Welland), Ball's Falls Conservation Area (Center for Conservation), or at a location determined by the Committee Chair.
<i>Resources/Budget:</i>	The work will be done by the Committee, consultants, senior staff, Administrative Assistants, and Communications personnel. Any costs will be discussed by the Committee, and if required, taken to the Board for approval.
<i>Responsibilities/duties:</i>	The responsibilities of the Watershed Floodplain Committee are to make appropriate recommendations to the Full Authority Board with respect to the implementation, study, or review of existing or new floodplain mapping exercises or projects throughout the Niagara Peninsula Conservation Authority Watershed through:



- Attending strategy meetings as required;
- Setting out a process to allow for transparent public input;
- Review of peer opinions, technical and other information as appropriate to validate the accuracy and applicability of the new mapping in accordance with provincially approved Technical Guidelines;
- The review of policies with respect to implementation of watershed floodplain mapping;
- Development of a process to disseminate the floodplain mapping lines and information.

*Decision Making:*

The Committee will operate openly with the aim of arriving at recommendations through consensus. However, votes may be called by the Committee Chair to advance the agenda. Results of the discussions will be reflected in the minutes.

**Report To:** Board of Directors

**Subject:** UPDATED - Meeting and Agenda Management Solution

**Report No:** 23-18

**Date:** February 28, 2018

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**RECOMMENDATION:**

1. That **UPDATED** Report No. 23-18 respecting the Meeting and Agenda Management Solution **BE RECEIVED**;
2. That eSCRIBE software solution Option 2, highlighted in Appendix 1 to **UPDATED** Report No. 23-18, **BE APPROVED** as the NPCA Meeting and Agenda management solution; and
3. That the following costs associated with Option 2, highlighted in Appendix 1 to **UPDATED** Report No. 23-18, **BE FUNDED** from the General Capital Reserve:

eSCRIBE Accessibility Bundle with YouTube Integration

Annual Software and Support Fees	\$18,500
Implementation and Training Fees	\$5,250
<b>Total Year 1 Fees</b>	<b>\$23,750</b>

**PURPOSE:**

*The purpose of this **UPDATED** report is to address the questions and concerns raised at the NPCA Full Authority Board meeting held on February 28, 2018; mainly, surrounding how those area municipalities, Boards and Conservation Authorities currently utilizing eSCRIBE as their meeting and agenda management solution felt about the software program.*

*As directed, staff followed up with representatives from eSCRIBE and the Niagara Region with respect to the alleged pain points with the system's current use at the Region. The issues are, in part, due to the on-premise setup and the scalability of the product in application to the Region as eSCRIBE's largest client. The Region has confirmed that their intent is to stay with eSCRIBE and continue to work through the issues by likely moving to a hosted model. The Region also acknowledged to NPCA staff that eSCRIBE is a decent system, and that there aren't any real alternatives available in the marketplace to meet the needs that eSCRIBE addresses.*

*Staff also spoke with staff at the Grand River Conservation Authority who have been using the system on-premise for the past three years, without issue, in application for all board, committee, and management meetings. They are happy with the system to date and looking forward to moving to a hosted model as eSCRIBE recommends.*

The original purpose of this report was to present the Board with a meeting and agenda management software solution that affords NPCA Authority Board and Committee meetings the opportunity to inform, engage, and meet the increasing transparency and accessibility mandates by automating the legislative process.

High level benefits of the meeting and agenda management software solution:

- Improved accountability;
- Reduced impact on the environment by choosing to decrease, not eliminate, the need to print lengthy agendas and reports;
- Increased efficiency; established workflows that structure the review and approval processes to assist with version control issues;
- Predefined comprehensive meeting templates, attendee groups and schedules to ensure consistency between Board and Standing Committee processes;
- An engaged Public: increased ease of access to agenda packages, reports and video recordings.

#### **BACKGROUND:**

Currently NPCA staff develop reports for board and committee meetings; however, in the absence of an information system to manage the workflow, the current process is onerous, inefficient and fraught with administrative struggles related to version control, adherence to deadlines, last minute additions and the manual collation of agenda packages that include, in some cases, upwards of 20 reports (open and closed session) as well as numerous appendices.

***Perhaps, not effectively communicated in the initial report, was that staff identify version control the main risk in the current process and feel that acquiring a meeting and agenda management solution would mitigate that risk. Reports would essentially be “locked down” once they were in the “electronic” hands of the CAO for approval. Staff also recognize that a meeting and agenda management solution will streamline the backend processes surrounding the building/ organizing and distribution of the NPCA Board, Standing and Advisory Committee agendas, minutes and resolutions. The software program will provide an enhanced service of tracking tasks (Board information requests and/or Staff Directions) and a heightened search capability with respect to past or present reports, minutes and resolutions.***

Several municipal partners and more predominantly, the Region of Niagara, currently use eSCRIBE as their meeting and agenda management solution; therefore, most Board Members would be familiar with the software and process involved. The system handles each step of the meeting lifecycle for staff, meeting participants and the public, with the aim to improve transparency and reduce the resources required to support meetings. eSCRIBE is a cloud-based solution built around centralized meeting portals where defined comprehensive meeting templates, attendee groups, schedules streamline the preparation and publishing of agendas and conduct and record the results of motions and their votes for ease of formulating minutes.

Implementing eSCRIBE to introduce efficiencies to the Authority's agenda preparation process would also add value by limiting paper usage for agenda distribution, improve meeting document management internally and externally, and potentially integrate with Authority live stream recordings. The public can easily search through historical and upcoming meeting materials, access agenda details, open and download attachments.

Further, consideration of this software solution is timely and aligns well with the current website redesign, and the Niagara Peninsula Conservation Authority's 'Innovative Technology and Data Integration' broader initiative.

### **FINANCIAL IMPLICATIONS:**

Operational or Capital budget dollars have not been allocated for this need in 2018. Drawing from the current general reserves identified in the capital budget would be required for the year one (1) fees should the board support the implementation of such a system. The current General Capital reserve balance is \$620,982.

Annual software fees for years two (2) and three (3) would be included in subsequent operational budgets.

#### **Option 1: eSCRIBE Accessibility Bundle**

Annual Software and Support Fees	\$15,000
Implementation and Training Fees	\$4,750
<b>Total Year 1 Fees</b>	<b>\$19,750</b>
Year 2, 3 Annual Fees	\$15,000

#### **Option 2: eSCRIBE Accessibility Bundle with YouTube Integration**

Annual Software and Support Fees	\$18,500
Implementation and Training Fees	\$5,250
<b>Total Year 1 Fees</b>	<b>\$23,750</b>
Year 2, 3 Annual Fees	\$18,500

#### **Option 3: eSCRIBE Transparency Bundle (Includes Video)**

Annual Software and Support Fees	\$25,000
Implementation and Training Fees	\$6,250
<b>Total Year 1 Fees</b>	<b>\$31,250</b>
Year 2, 3 Annual Fees	\$25,000

#### **Option 4: Status Quo**

Staff carry on with the current practices for agenda preparation and meeting management.

#### **Option 5: Procure Alternatives**

The board direct staff to procure an Agenda Management Solution that evaluates both eSCRIBE and alternatives.

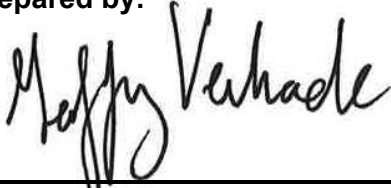


Due to the reasons noted above and full details identified in Appendix 1 respecting the eSCRIBE: Paperless Meeting and Agenda Management Solution for Board and Committee Meetings Proposal, staff ***continue to*** recommend Option 2. This is the base package but includes the ability to integrate our current live stream solution into the online presentation and distribution of meeting minutes by integrating agenda items and associated discussion to timestamps in the recordings.

**RELATED REPORTS AND APPENDICES:**

**Appendix 1** eSCRIBE Proposal, updated Feb 12, 2018.

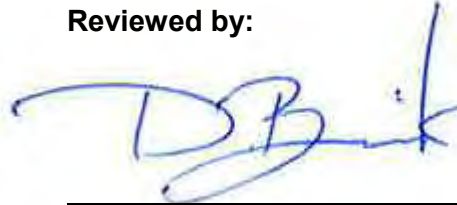
**Prepared by:**



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**Geoff Verhade**  
Manager, Information Management

**Reviewed 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 Lisa McManus, Clerk and John Wallace, Manager of Finance.*



## *Paperless Meeting and Agenda Management Solution for Council and Committee Meetings*

### **Proposal**



**NIAGARA PENINSULA**  
**CONSERVATION**  
AUTHORITY

**Author:**

James Coulen

**Client:**

Niagara Peninsula  
Conservation Authority

**Date:**

February 12, 2018



## eSCRIBE Software Summary

eSCRIBE is a leading provider of cloud-based meeting management solutions, and the go-to-choice for public sector boards, committees and councils.

More than simple agendas and minutes; eSCRIBE supports each step of the meeting lifecycle with comprehensive tools and workflow for staff, meeting participants and the public. Compliant with accessibility requirements, such as AODA, WCAG2, eSCRIBE aims to improve transparency and reduce the resources required to support meetings, so staff can focus on higher-value tasks and projects to better serve their stakeholders.

A comprehensive, paperless solution, eSCRIBE also seamlessly integrates with Office365 – it's Meetings, Evolved.

Should you have any specific questions about this document please feel free to contact eSCRIBE at: [jcoulén@escribemeetings.com](mailto:jcoulen@escribemeetings.com) or 1-905-305-3426.

## Overview

Available on the cloud, eSCRIBE's robust 100% user configurable meeting management engine becoming the go-to choice of public boards, committees and councils looking to improve efficiency, transparency and accessibility while at the same time reducing costs and impact on the environment

### Product Highlights

- ✓ Robust end to end meeting and legislative management
- ✓ Create and manage unlimited meeting templates and users
- ✓ Manage end to end legislative process on items (approval stages, readings, etc.)
- ✓ Full legislative meeting support (Roll call, voting, quorum management, resolutions, pecuniary interest, additions/deletions, etc.)
- ✓ Flexible video streaming and archival options
- ✓ Seamless and accessible publishing of meetings documents
- ✓ Tracking and reporting of post meeting actions
- ✓ Reporting of statistics & past meeting information

eSCRIBE has been designed to be integrated seamlessly into your organization's overall document management environment and is built around centralized meeting portals where administrators can predefine comprehensive meeting templates and attendee groups, schedule, prepare and publish agendas, and conduct and record the results of their own eSCRIBE meetings.



## eSCRIBE Meeting Bundles


MODULES   BUNDLES	Accessibility	Transparency	Board Efficiency
<b>Meeting Manager</b> Agendas, minutes, and more	✓	✓	✓
<b>Report Manager</b> Manage templates, automated approvals and submission of reports and legislative items	✓	✓	—
<b>Participant Portal</b> Secure access for board and elected officials	✓	✓	✓
<b>Video Manager</b> Automatically index video or audio with agenda and minutes	—	✓	—
<b>Video Storage and Streaming Service</b> Unlimited live and archival web streaming and content distribution	—	✓	—
<b>Internet Publishing+</b> Engage with your stakeholders and drive greater transparency	✓	✓	—
<b>Vote Manager</b> Voting in real-time electronically	—	—	—
<b>YouTube Video Integration</b> Tagged video services with minimal configuration	—	—	—
<b>Outlook (Add-in)</b> Schedule eSCRIBE meetings directly from your Outlook calendar	—	—	—





## Proposed Solution – Accessibility Bundle

eSCRIBE is modular software available both as Cloud Based solution. Given the functionality detailed in the requirements matrix above, eSCRIBE offers the following recommended configuration for this solution.

	Module Description	Required
	<p><b>Meeting Manager</b> facilitates the building of agendas, minutes, action lists, and provides a platform for adding additional eSCRIBE functionality.</p> <p>Streamline and automate meeting preparation and post meeting activities. Conduct meetings; take roll-call and manage member conflicts, record motions and actions. And with the addition of eSCRIBE Meetings for the iPad or Windows 10 , your board can go totally paperless.</p> <p><b>Key Features</b></p> <ul style="list-style-type: none"> <li>• Create and manage unlimited meeting templates and user groups</li> <li>• Robust end-to-end pre- and post-meeting management, and user-configurable workflow support</li> <li>• Live meeting support, including roll call, quorum and conflict management, electronic voting and request-to-speak, and minute capture <ul style="list-style-type: none"> <li>Integrated Action Log for post-meeting follow-up and staff direction</li> <li>Comprehensive Report Center for meeting and attendee statistics</li> </ul> </li> </ul>	Y



**Report Manager** provides administrators and staff comprehensive management of all pre-meeting and post-meeting workflow activities, Report Manager revolves around the preparation and approval of reports and legislative items for submission to meetings. Easily manage submission deadlines and notifications to staff, reducing last minute changes to the agenda.

Y

Leveraging the power of Microsoft Word, administrators can easily standardize and maintain unlimited templates for bills, resolutions, and reports, ensuring compliance across the organization.

### Key Features

- Collaboration support, including version control, check in/out, simultaneous multi-user document editing
- Managed user permissions for both public and private/in-camera items
- Flexible, user-configurable approval workflows, such as late item and exception management, ad-hoc and delegate approvers
- Automatic extraction of content to populate agenda items details, motions, minutes and custom fields
- Comprehensive audit reports and workflow approval histories, including electronic signature options



**Internet Publishing+** has a fully-responsive WCAG2 design that allows organizations to easily engage stakeholders through their existing website, without programming and fully supports evolving accessibility requirements.

Y

Easily search through historical and upcoming meetings, access agenda details, open and download attachments with a single click.

#### Key Features

- Supports HTML and/or PDF publishing to website with links to individual supporting attachments
- Supports one-click publishing of meeting agendas and minute packages
- Flexible layout options including list and calendar views
- Supports automated delegation request and approval
- Can be integrated with Video Manager for automatic indexing and publishing of video/audio linked files for increased transparency

## OPTIONAL



**Video Storage and Streaming Service** offers a fully-managed, end-to-end unlimited storage and streaming solution and integrated encoder, provides everything you need to capture video from cameras located onsite in your council or boardrooms. This service provides automatic indexing of audio and video content with the meeting's agenda and minutes for publishing to the web, for both live and archived viewing by stakeholders

Bridge the gap between elected officials and stakeholders with live and archived video streaming of meetings through your existing website with the addition of Internet Publishing+ and Video Manager.

#### Key Features

- Unlimited storage and streaming of audio or video content from meetings
- Automatically detects device used to view the video stream, and loads a suitable video player





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- Supports unlimited viewers for both live stream and archival access, which can be automatically indexed to the meeting's agenda and minutes with the addition of Video Manager
  - Access to reporting and metrics of viewership (number of viewers, etc.)
  - Video feed can be provided by any video capture source, even from a cable company
  - Optional closed captioning service. Cameras and installation sold separately.
  - Automatically indexes and records smart (hyper) tags of video with agenda item details during the meeting
  - Simple-to-use, post-meeting editing tools allow administrators to adjust tags prior to publishing
  - Allows users to view entire meeting or jump to specific agenda item sections with a single tap
-



## Software Fees and Implementation Costs

The following outlines the eSCRIBE software, installation/configuration and training costs based on the requirements as they have been outlined.

### Option 1 - eSCRIBE Accessibility Bundle

eSCRIBE Annual Service and Support Fees					
Module	Product Code	License Type	License Fee	Quantity	Cost
<b>Accessibility Bundle</b>	<b>eSCRIBE-AB</b>	Annual	\$ 14,500	1	\$ 14,500
eSCRIBE Report Manager			INCL		
eSCRIBE Meeting Manager			INCL		
eSCRIBE Participant Access Module			INCL		
eSCRIBE Internet Publishing + Citizen Engagement			INCL		
Authentication Modality (ADFS OR Azure AD)	eSCRIBE-ADFSAS / eSCRIBE-AZADAS	Annual	\$ 500	1	\$ 500
<b>Annual Software and Support Fees</b>					<b>\$ 15,000</b>
Professional Services			Service Fee	Quantity	Cost
Setup and Training	eSCRIBE-ABS		\$ 9,500	1	\$ 9,500
2 Meeting Types, 2 Report Template, 10 Workflows			INCL		
Training - Administrator, Contributor & Participant sessions			INCL		
Implementation Discount 50%					<b>\$ (4,750)</b>
<b>Implementation and Training Fees</b>					<b>\$ 4,750</b>
<b>Total Year 1 Fees</b>					<b>\$ 19,750</b>
<b>Year 2, 3 Annual Fees</b>					<b>\$ 15,000</b>

### Option 2 - eSCRIBE Accessibility Bundle with YouTube Integration

eSCRIBE Annual Service and Support Fees					
Module	Product Code	License Type	License Fee	Quantity	Cost
<b>Accessibility Bundle</b>	<b>eSCRIBE-AB</b>	Annual	\$ 14,500	1	\$ 14,500
eSCRIBE Report Manager			INCL		
eSCRIBE Meeting Manager			INCL		
eSCRIBE Participant Access Module			INCL		
eSCRIBE Internet Publishing + Citizen Engagement			INCL		
Authentication Modality (ADFS OR Azure AD)	eSCRIBE-ADFSAS / eSCRIBE-AZADAS	Annual	\$ 500	1	\$ 500
Video Manager Annual Subscription (includes YouTube Integration Support)	eSCRIBE-VMAS	Annual	\$ 3,500	1	\$ 3,500
<b>Annual Software and Support Fees</b>					<b>\$ 18,500</b>
Professional Services			Service Fee	Quantity	Cost
Setup and Training	eSCRIBE-ABS		\$ 9,500	1	\$ 9,500
2 Meeting Types, 2 Report Template, 10 Workflows			INCL		
Training - Administrator, Contributor & Participant sessions			INCL		
Video Manager Setup			\$ 1,000	1	\$ 1,000
Implementation Discount 50%					<b>\$ (5,250)</b>
<b>Implementation and Training Fees</b>					<b>\$ 5,250</b>
<b>Total Year 1 Fees</b>					<b>\$ 23,750</b>
<b>Year 2, 3 Annual Fees</b>					<b>\$ 18,500</b>



## Option 2 - eSCRIBE Transparency Bundle (Includes Video)

eSCRIBE Annual Service and Support Fees					
Module	Product Code	License Type	License Fee	Quantity	Cost
<b>Transparency Bundle</b>	<b>eSCRIBE-TB</b>	Annual	\$ 24,500	1	\$ 24,500
eSCRIBE Report Manager			INCL		
eSCRIBE Meeting Manager			INCL		
eSCRIBE Participant Access Module			INCL		
eSCRIBE Internet Publishing + Citizen Engagement			INCL		
Web Streaming & Archival Service			INCL		
Authentican Modality (ADFS, Azure AD)	eSCRIBE-ADFSAS / eSCRIBE-AZADAS	Annual	\$ 500	1	\$ 500
<b>Annual Software and Support Fees</b>					<b>\$ 25,000</b>
Professional Services			Service Fee	Quantity	Cost
Setup and Training	eSCRIBE-TBS		\$ 12,500	1	\$ 12,500
2 Meeting Types, 2 Report Template, 10 Workflows			INCL		
Training - Administrator, Contributor & Participant sessions			INCL		
Implementation Discount 50%				1	<b>\$ (6,250)</b>
<b>Implementation and Training Fees</b>					<b>\$ 6,250</b>
<b>Total Year 1 Fees</b>					<b>\$ 31,250</b>
<b>Year 2, 3 Annual Fees</b>					<b>\$ 25,000</b>

### eSCRIBE Online Pricing Notes:

1. Quote is valid for 60 days
2. Annual Service and Support fees are for the hosted eSCRIBE modules as outlined in this proposal. Additional eSCRIBE modules can be added at any time (additional charges apply)
3. Pricing is based on terms of a three (3) year agreement.
4. Implementation fees are for remote support, optionally should the customer wish to have eSCRIBE provide onsite training, travel and living expenses would apply.
5. All fees are in \$CAD and are exclusive of any applicable taxes.
6. This proposal includes unlimited usage of the eSCRIBE iPad Standard Application. Additional iPad Professional licenses may be purchased for \$50 (1 – 25 users), \$35 (26 – 50 users), \$25 (51 – 250 users) and \$10 (251 or more), per user per year.
7. eSCRIBE Vote Manager is available for an annual fee of \$3050 with a \$500 setup and training fee. Setup includes standard "grid" public display layout. Custom public display vote screen fee is \$2500 one time.
8. Provox legacy document migration would require an estimate and quote before approval
9. Year 1 fees are invoiced upon commencement of the project.
10. Subsequent year renewals will be invoiced on the anniversary date of the activation of the Software unless notice is received in writing 60 days prior to the anniversary date.
11. Payment Terms are Net 30 from date of invoice.





## eSCRIBE Implementation – Accessibility Bundle

Dates	Activity	Description	Team
<b>StartDate (SD)</b>	Contract Signed	<ul style="list-style-type: none"> <li>Contract awarded to eSCRIBE</li> <li>Contract signed</li> </ul>	Purchasing (Customer), Sales (eSCRIBE)
<b>SD</b>	Coordinate Hand Off Call	<ul style="list-style-type: none"> <li>Sales to Coordinate hand off introduction with eSCRIBE Implementation team &amp; customer</li> </ul>	Sales & Project Lead (eSCRIBE)  Project Sponsor (Customer)
<b>SD + 2 days</b>	Project Hand Off Mtg (15 min call)	<ul style="list-style-type: none"> <li>Project Hand Off Meeting</li> <li>Introductions of project teams (eSCRIBE &amp; Customer)</li> <li>Review of modules purchased &amp; Configuration details</li> <li>Confirm Goals &amp; Objectives</li> <li>Confirm desired project kick off &amp; completion timeline</li> </ul> <p><b>ACTIONS AFTER CALL:</b></p> <ul style="list-style-type: none"> <li>eSCRIBE to finalize project plan &amp; build site</li> <li>Customer to gather &amp; send meeting artefacts (Agendas, Minutes, Reports)</li> <li>eSCRIBE review meeting artefacts</li> <li>Customer to gather &amp; send logos/colours /website page for publishing for publishing</li> </ul>	Sales & Project Lead (eSCRIBE)  Project Team (Customer)
<b>SD + 4 days</b>	Project Kick Off Discussion (1 hr call)	<ul style="list-style-type: none"> <li>Review project plan, adjust with customer feedback</li> <li>Review further detail of implementation &amp; training plan</li> <li>Review meeting artefacts, identify any process &amp; formatting adjustments</li> <li>Explain Configuration Work Package</li> </ul> <p><b>ACTIONS AFTER CALL:</b></p> <ul style="list-style-type: none"> <li>Customer to provide user configuration work package</li> <li>eSCRIBE to configure environment with users from Configuration Work Package (*If ADFS in use, Customer must have internal ADFS configured &amp; parameters sent to eSCRIBE before any user configuration can begin)</li> </ul>	Project Team (Customer)  Project Lead (eSCRIBE)
<b>SD + 7 days</b>	Configure eSCRIBE	<ul style="list-style-type: none"> <li>Create meeting artefacts in environment (agenda &amp; minutes for 2 meetings, 1 report, 5 workflows, 2 attendee groups – with up to 25 users)</li> <li>Test the environment</li> <li>Complete user configurations</li> <li>Build publishing site</li> </ul>	eSCRIBE Project Team



<b>SD + 12 days</b>	Configuration Review Mtg (60 min call)	<ul style="list-style-type: none"> <li>Review finalized meeting artefact template configuration</li> <li>Review finalized publishing site</li> <li>Review remaining configuration settings</li> <li><i>*NOTE Customer must provide all configuration detailed by "Configure eSCRIBE" date in order to meet date at this stage*</i></li> </ul>	Project Teams (Customer) Project Lead (eSCRIBE)
<b>ACTIONS AFTER CALL:</b> <ul style="list-style-type: none"> <li>eSCRIBE to adjust templates &amp; send revised copy for sign off</li> <li>Customer to confirm training dates</li> </ul>			
<b>SD + 16 days</b>	Meeting Manager Training	<ul style="list-style-type: none"> <li>Meeting Manager Training with primary user group (2 days)</li> <li>Mock Meeting Preparation</li> <li>Mock Meeting Delivery</li> </ul>	eSCRIBE Trainer, Customer Meeting Admin Group
<b>ACTIONS AFTER CALL:</b> <ul style="list-style-type: none"> <li>eSCRIBE Trainer to send training summary &amp; next steps via email to Customer Project Team &amp; eSCRIBE Project Lead</li> <li>Customer Training Attendees to start using eSCRIBE immediately for meetings</li> <li>Customer is responsible for training additional staff and rolling out Meeting Manager to other departments</li> </ul>			
<b>SD + 19 days</b>	Conduct Practice Meeting	<ul style="list-style-type: none"> <li>Customer to prepare meeting and conduct practice meetings in eSCRIBE (build agendas &amp; minutes)</li> <li>First meeting support from eSCRIBE Team</li> </ul>	Customer Project Team, eSCRIBE support
<b>SD + 24 days</b>	Post Meeting Debrief	<ul style="list-style-type: none"> <li>Highlight areas of difficulty or challenges for review from Meeting Manager Practice</li> </ul>	eSCRIBE Trainer, Customer Project Team
<b>SD + 27 days</b>	Publishing Implementation	<ul style="list-style-type: none"> <li>eSCRIBE Implementation Coordinator to send iFrame details to integrate publishing into current website</li> <li>Customer web developer implement new publishing pages (iFrame into existing site)</li> </ul>	Customer IT (web admin)
<b>SD + 29 days</b>	Contributor Training	<ul style="list-style-type: none"> <li>½ day for Report Administrators</li> <li>½ day for Report Writers (primary user group)</li> </ul>	eSCRIBE Trainer, Customer Contributor & Admin Group
<b>ACTIONS AFTER CALL:</b> <ul style="list-style-type: none"> <li>eSCRIBE Trainer to send training summary &amp; next steps via email to Customer Project Team &amp; eSCRIBE Project Lead</li> <li>Customer Training Attendees to start using eSCRIBE immediately for reports</li> <li>Customer is responsible for training additional staff and rolling out Report Manager to other departments</li> </ul>			



<b>SD + 36 days</b>	Post Practice Debrief	<ul style="list-style-type: none"> <li>Highlight areas of difficulty or challenges for review from Report practice</li> </ul>	eSCRIBE Trainer, Customer Project Team
<b>SD + 37 days</b>	Participant Training (1 hr)	<ul style="list-style-type: none"> <li>Training for meeting participants, web/iPad access (train the trainer)</li> </ul> <p><b>ACTIONS AFTER CALL:</b></p> <ul style="list-style-type: none"> <li>eSCRIBE Trainer to send training summary and user guides to attendees</li> <li>Customer Project Team train meeting participants</li> </ul>	eSCRIBE Trainer, Customer Project Team
<b>SD + 40 days</b>	Account Mgmt Hand Off Call (15min call)	<ul style="list-style-type: none"> <li>Once implementation tasks are complete, account mgmt. hand off call</li> <li>Confirm implementation work is complete, intro Acct Mgr, recap outstanding issues, explain support process.</li> </ul> <p><b>ACTIONS AFTER CALL:</b></p> <ul style="list-style-type: none"> <li>Customer to actively use eSCRIBE for core meetings, rolling out to additional meeting types/users is done at the discretion of the customer</li> <li>Customer will engage eSCRIBE support for additional support after training.</li> </ul>	eSCRIBE Project Lead, eSCRIBE Account Manager, Customer Project Team

**NOTES:**

- Day count increment represents working days
- Schedule is subject to change during Project Plan creation
- Assumption is made that Customer will commit resources as outlined in plan
- Assumption that template emphasis will be on electronic agenda & minutes
- Assumption is made that eSCRIBE will be training primary user group with a "Train the Trainer approach"
- Accessibility bundle implementation is approximately 5 days shorter.





We look forward to working with you on this exciting project. Should you have any questions please call me at +1 905 305 3426.

*James Coulen*

*Territory Sales Manager*

*eSCRIBE Software*

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