



**NIAGARA PENINSULA
CONSERVATION
AUTHORITY**

250 Thorold Road West, 3rd Floor, Welland, Ontario L3C 3W2
Telephone 905.788.3135 Facsimile 905.788.1121 www.npca.ca

July 10, 2019

Ms. Cassandra Patterson, CHRL
Plant System Support Manager – Niagara Operations
Ontario Power Generation
14000 Niagara Parkway, Niagara-on-the-Lake, ON
L0S 1J0

Dear Ms. Patterson:

On behalf of the Niagara Peninsula Conservation Authority we are pleased to provide two copies of the signed partnership Memorandum of Understanding approved by our Board of Directors on June 19, 2019. We would appreciate the return of one copy for our files once you have signed the MOU.

We are extremely pleased with this partnership. As indicated in our last meeting, our Project Lead is Mr. Darren MacKenzie, Director, Watershed Management. Darren will be contacting you in September 2019 to schedule a meeting to discuss progress on the projects to be undertaken under the MOU.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Gayle Wood", written over a large, stylized flourish or scribble.

D. Gayle Wood
Interim Chief Administrative Officer/
Secretary-Treasurer

Att.

C. NPCA Staff: D. MacKenzie, L. Gagnon, S. Miller, G. Verkade, R. Bisson

MEMORANDUM OF UNDERSTANDING

This AGREEMENT made as of the 24 of July, 2019.

BETWEEN

NIAGARA PENINSULA CONSERVATION AUTHORITY

a conservation authority established under the *Conservation Authorities Act*, R.S.O. 1990, c. C. 27, ("NPCA")

and

ONTARIO POWER GENERATION INC., a corporation existing under the laws of Ontario ("OPG")

(Individually a "Party"; together, the "Parties")

WHEREAS on June 1, 2007, OPG contributed \$3,000,000 CAD to NPCA to spend on projects to restore, improve and benefit the Welland River Watershed;

WHEREAS a significant portion of those funds remain unspent by NPCA;

AND WHEREAS OPG and NPCA want to build on their existing letter agreements through increased accountability and transparency.

THEREFORE, the Parties agree as follows:

1.0 EXISTING AGREEMENTS

- 1.1 This Memorandum of Understanding ("**MOU**") incorporates by reference the letter agreement between OPG and NPCA dated November 1, 2006 attached as **Schedule "A"** ("**2006 Letter**") and the letter agreement between OPG and NPCA dated May 8, 2007 attached as **Schedule "B"** ("**2007 Letter**") (together, the "**Letter Agreements**").
- 1.2 In addition, for context, attached at **Schedule "C"** is the OPG cover letter for the \$3,000,000 CAD contribution to NPCA dated June 1, 2007.
- 1.3 The Letter Agreements remain in full force and effect.
- 1.4 Where any terms in this MOU conflict with any terms in the 2006 Letter and/or the 2007 Letter, this MOU will prevail to the extent of the conflict.
- 1.5 NPCA asserts that all funds spent as at December 31, 2018 were in compliance with the Letter Agreements.

2.0 REMAINING FUNDS AND PURPOSE

- 2.1 By **June 30, 2019**, NPCA and OPG shall establish in writing, by completing and executing **Schedule "D"** to this MOU, the final remaining unspent balance of OPG's original \$3,000,000 CAD contribution, as of December 31, 2018 (the "**Remaining Funds**").
- 2.2 NPCA recommits to spending the Remaining Funds on NPCA projects and activities to restore, improve and benefit the Welland River and Welland River Watershed (the "**Purpose**").

3.0 REGULAR MEETINGS

- 3.1 Representatives of the Parties will continue to meet quarterly and may mutually agree to amend the meeting frequency as required to discuss various matters including the status of NPCA's ongoing projects, proposals for new projects and expenditures related to the Purpose ("**Regular Meetings**").

4.0 ONGOING PROJECTS, PROPOSALS AND APPROVALS

- 4.1 By **June 30, 2019**, NPCA and OPG shall establish in writing, by completing and executing **Schedule "D"** to this MOU, a list of ongoing NPCA projects and activities that fit the Purpose and therefore are eligible for continued funding using the Remaining Funds ("**Approved Ongoing Projects**").
- 4.2 NPCA shall prepare new project proposals for the Purpose with detailed budgets for the use of the Remaining Funds ("**Proposals**").
- 4.3 NPCA shall provide Proposals to OPG at Regular Meetings.
- 4.4 OPG shall review Proposals to ensure that they fit the Purpose.
- 4.5 If required by OPG, OPG shall have the time between one Regular Meeting and the next Regular Meeting to review Proposals.
- 4.6 OPG representatives shall approve, approve with modifications, and/or refuse Proposals orally at Regular Meetings and these OPG decisions will be recorded by OPG or NPCA in the meeting minutes.
- 4.7 OPG shall not unreasonably withhold its approval of Proposals that fit the Purpose, although OPG may approve such Proposals with modifications.
- 4.8 OPG reserves the right to approve, or approve with modifications, Proposals that do not strictly fit the Purpose.
- 4.9 Once Proposals are approved by OPG or approved by OPG with modifications ("**Approved Proposals**"), NPCA may proceed to implement Approved Proposals.
- 4.10 NPCA shall only use the Remaining Funds for Approved Ongoing Projects and Approved Proposals.

5.0 ANNUAL REPORTS

- 5.1 NPCA shall provide OPG with annual reports, which will include details regarding: (a) the opening balance of the Remaining Funds at the beginning of the fiscal year; (b) all expenditures on Approved Ongoing Projects and Approved Proposals broken down by project; (c) the budgeted amounts on Approved Ongoing Projects and Approved Proposals broken down by project; and (d) the closing balance of the Remaining Funds at the end of the fiscal year ("**Annual Reports**").
- 5.2 Each year, within 6 months of NPCA's fiscal year end, NPCA will provide OPG with a copy of its annual audited financial statements. The Remaining Funds balance and transactions in NPCA's annual audited financial statements must correspond with the Annual Reports.

6.0 TERM

- 6.0 This MOU remains in force and effect until the earlier of: (a) **January 1, 2025**; or (b) NPCA provides OPG with an Annual Report that concludes that NPCA has spent all of the Remaining Funds on Approved Proposals, and OPG accepts this Annual Report (the "**End Date**").
- 6.1 This MOU also extends the term of the Letter Agreements until the End Date.
- 6.2 NPCA will use all reasonable efforts to spend all of the Remaining Funds on Approved Ongoing Projects and Approved Proposals before **January 1, 2025**.
- 6.3 If NPCA is unable to spend all of the Remaining Funds by January 1, 2025, OPG may agree to extend the term of this MOU and the Letter Agreements for additional one year period(s) subject to the same terms and conditions.
- 6.4 If NPCA has not spent all of the Remaining Funds by **June 1, 2027**, the 20 year anniversary of OPG's original \$3,000,000 CAD contribution to NPCA, then NPCA will promptly return the unspent portion of the Remaining Funds to OPG.

7.0 GENERAL

- 7.1 This MOU shall be interpreted in accordance with the laws of Ontario.
- 7.2 This MOU may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.


The Parties have duly executed this MOU:

NIAGARA PENINSULA CONSERVATION
AUTHORITY


Name: DAVE BYLSMA
Title: CHAIR

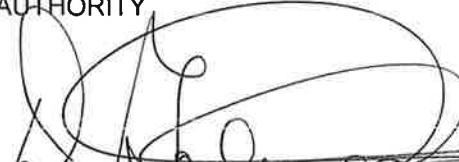
I have the Authority to bind NPCA

ONTARIO POWER GENERATION INC.


Name: Jessica Polak
Title: VP- Niagara operations

I have the Authority to bind the Corporation

NIAGARA PENINSULA CONSERVATION
AUTHORITY


Name: D. GAYLE WOOD
Title: INTERIM CAO

I have the Authority to bind NPCA

SCHEDULE "D"


AGREEMENT RE REMAINING FUNDS AND APPROVED ONGOING PROJECTS

The Niagara Peninsula Conservation Authority ("**NPCA**") and Ontario Power Generation Inc. ("**OPG**") (together, the "**Parties**") agree as follows:

- A. Once executed, this **Schedule "D"** forms part of the Memorandum of Understanding, dated July 24, 2019, between NPCA and OPG ("**MOU**") and is binding upon the Parties.
- B. All terms in this **Schedule "D"** have the same meaning as in the MOU.
- C. The following is the balance of the **Remaining Funds** in Canadian dollars as at December 31, 2018: \$1,262,342
- D. The following are the **Approved Ongoing Projects**:
 - 1. Upgrade NPCA Stream Gauge Station on the Welland River (Riverbank Park)
 - 2. Survey Equipment and Software to measure river cross section and water velocity
 - 3. Data Management System to collect, analyze and report stream gauge flows and water data
 - 4. Welland River Floodplain Project


The Parties have duly executed this **Schedule "D"** to the MOU on July 24, 2019:

NIAGARA PENINSULA CONSERVATION
AUTHORITY


Name: D. BAYLE WOOD
Title: INTERIM CAO / ST.


I have the Authority to bind NPCA

ONTARIO POWER GENERATION INC.


Name: Jessica Polak
Title: VP- Niagara Operations

I have the Authority to bind the Corporation

NIAGARA PENINSULA CONSERVATION
AUTHORITY


Name: DAVE BELSMA
Title: CHAIR.

I have the Authority to bind NPCA

SCHEDULE "C"



Rick Everdell
Project Director

Niagara Tunnel Project

700 University Avenue Toronto, Ontario M5G 1X8

Tel: 416-592-7543 Fax: 416-592-3489
Email address: rick.everdell@opg.com

June 1, 2007

File: NAW130-00549 P

Niagara Peninsula Conservation Authority
250 Thorold Road West, 3rd Floor
Welland, ON
L3C 3W2

Attention: Andrew Burt, General Manager / Secretary - Treasurer

Dear Sir:

Enclosed is our cheque for \$3,000,000 to fund various Welland River Watershed projects in accordance with our agreement letter dated May 8, 2007. This funding will permit the Niagara Peninsula Conservation Authority to carry out specific projects proposed in your November 1, 2006 letter to Mr. David Heath as follows:

- Restoration = \$1,000,000
- Fisheries Improvements = \$500,000
- Community Outreach and Education = \$300,000 and
- Welland River Floodplain and Wetland Acquisition = \$1,200,000.

We expect NPCA to provide OPG with regular, at least annual, reports documenting your progress on these projects. Please do not hesitate to contact David Heath or me if you require any clarification on this matter. We look forward to your successful completion of these important initiatives, and we welcome your ongoing efforts to recognize OPG as the specific projects move forward over the next 5 to 10 years.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Everdell".

Rick Everdell
Project Director - Niagara Tunnel
Ontario Power Generation Inc.

cc David Heath, Niagara Plant Group, ND2
bcc Harry Charalambu, Hatch Mott MacDonald
Dean Norton, Niagara Plant Group, ND2
Bill McKinlay, H19

SCHEDULE "B"

21. June 15, 2006 – Welland River Water Level Fluctuation Study, Scoped Alternative Assessment, Phase 1 – *Draft Final Report*
- Recommended gate control at Old Siphon as the preferred alternative, but to look at the option of operating the existing structure as a weir on an interim basis.
 - Philips also provided memorandum on the Implementation Process issues and opportunities.
22. November 1, 2006, - Letter from NPCA re; Welland River Fluctuations
- Letter requesting that OPG invest \$3 million to improve the ecological health of the Welland River through an expanded restoration program.
23. November 16, 2006 – Letter from OPG to NPCA re; Welland River
- OPG agrees to consider funding Welland River projects subject to agreement on certain conditions.

APPENDIX B Contractor Clause

No Claims Against OPG. Contractor agrees not to commence any claim for any and all manner of actions, causes of action, suits, proceedings, claims, demands, costs, damages, expenses, losses, liabilities, debts, sums of money, obligations, dues, accounts, interest and statutory rights or remedies, whether express, implied or otherwise, known or unknown, (collectively, "Claims" and any one individually, a "Claim") against Ontario Power Generation Inc. and each of its subsidiaries, directors, officers, employees, agents, representatives and contractors (collectively, "OPG" and this term includes each such person's predecessors, heirs, executors, administrators, personal and legal representatives, successors and assigns) and the Contractor irrevocably releases and forever discharges OPG from any Claim which Contractor had, now has, can, will or may hereafter have respecting OPG, in respect of this [Agreement].

Additional Named Insured. Contractor agrees to ensure that all insurers providing insurance in respect of the [Agreement] include OPG as an additional insured and Contractor further agrees, on request, to provide proof of same to OPG.

SCHEDULE "B"

14. **September 21, 2005 – Letter from OPG to NPCA re; Welland River Fluctuations**
 - Letter from OPG proposing a joint study into water level fluctuation on the Welland River. "That arrangement would involve both parties jointly overseeing and supporting a structured examination and consideration of the existing issues and potential solutions". OPG indicates that it would be willing to participate in the funding of any action plan identified as part of the study.

15. **September 22, 2005 – Letter from NPCA to OPG re; Welland River Fluctuations**
 - Letter from Andrew Burt advising that although NPCA is willing to participate in the study proposed by OPG, it will not release EA Condition 7.4.

16. **September 27, 2005 – Letter from OPG to NPCA re; Welland River Fluctuations**
 - Letter from Emad Elsayed requesting NPCA to reconsider its position on EA Condition 7.4.

17. **October 3, 2005 – Letter from OPG to NPCA re; Welland River Fluctuations**
 - OPG offers to participate in a partnered approach to "jointly overseeing and supporting a structured examination and consideration of the existing issues and potential solutions. The ultimate aim would be to find a mutually acceptable action plan to address the issues, which would include concrete steps and an implementation schedule."

18. **October 11, 2005 – Letter from NPCA to MOE re; EA Condition 7.4**
 - Letter to James O'Mara, Ministry of Environment, approving EA Condition 7.4.

19. **November 14, 2005 – Effects of Water Levels and Fluctuations on the Welland River and Chippawa Canal EA Conditions (with Attached report prepared by W.F Baird & Associates)**
 - Report concludes that:
 - The backwater and water level fluctuation effects on the Welland River are primarily a result of GIP operation and, secondarily, on the Crossover water level that results from the diversion flow.
 - The mean water level of the Welland River will increase in the order of 0.5 cm to 3 cm under average to high flow Conditions of the Niagara river.
 - The change in average daily fluctuations on the Welland River will be small to insignificant (0.0 to 0.1cm).
 - The average discharge on the Welland River will not change; however a reduction in the Chippawa-Queenston channel flow will occur.

20. **December, 2005 – Welland River Water Level Fluctuation, Alternatives Assessment – Terms of Reference (draft)**

SCHEDULE "B"

6. **March, 2001 - Welland River Water Level Fluctuation Study Terms of Reference**
7. **August 29, 2001 - Letter from OPG to NPCA re; Welland River Fluctuation Study**
 - Confirming OPG's participation in Welland River Fluctuation Study and commitment to fund the study in its entirety (cost not to exceed \$212,800).
8. **March, 2004 - Welland River Water Level Fluctuation Study (Draft Final Report - #3)**
 - Study prepared by Philips Engineering Ltd. Study objective to "comprehensively evaluate opportunities to either mitigate the impacts on the Welland River ecosystem, due to the water level fluctuations, and/or moderate the extent/significance of the water level fluctuations.
9. **July 9, 2004 - Letter From W.F. Baird & Associates to Philips Engineering re; Impact of Proposed Diversion Tunnel on the Welland River**
 - Contains a brief analysis of the potential impacts on the Welland River hydraulics due to the addition of a proposed diversion tunnel to the existing Sir Adam Beck station.
10. **August 11, 2004 - NPCA Report to Chairman and Board re; Welland River Flow Fluctuation Study**
 - Recommends that NPCA support the EA for the 3rd tunnel construction subject to the following Conditions:
 1. OPG being required to not increase the present flow fluctuation levels of the Welland river in any way including daily and long term maximums, minimums, averages and duration; and
 2. That a monitoring gauge with full accessibility by the Conservation Authority be installed to monitor future flow fluctuation; and
 3. That the Province of Ontario and Ontario Power Generation be requested to undertake the necessary remedial measures to eliminate all flow fluctuations on the Welland River as soon as possible.
11. **July 13, 2005 - Letter from NPCA to OPG re; EA Conditions 7.4 and 7.5**
 - Letter to Emad Elsayed advising that the NPCA cannot clear Conditions 7.4 or 7.5 of the EA due to ongoing concerns over water level increases and low sediment carrying capacity in the Welland River.
12. **July 20, 2005 - Letter from OPG to NPCA re; EA Conditions 7.4 and 7.5**
 - Letter to Tony D'Amario (responding to July 13, 2005 letter from NPCA) requesting approval for EA Condition 7.4.
13. **August 18, 2005 - Letter from NPCA to OPG re; EA Condition 7.4**
 - NPCA's response denying approval for EA Condition 7.4.

SCHEDULE "B"

APPENDIX A

CHRONOLOGY WELLAND RIVER WATERSHED

Background:

The Niagara Peninsula Conservation Authority ("NPCA") has had ongoing concerns about flow changes and water level fluctuations in the Welland River resulting from hydroelectric operations and other watershed modifications over the past several decades, and the impact of these changes on agricultural land use, riparian rights, and water quality along the river. This chronology lists the key documents setting out these concerns and the various remedial options considered.

Chronology:

1. **March, 1995 – Niagara River Remedial Action Plan**
2. **September 2, 1998 – Letter from NPCA**
 - Letter states that "the reversal of flows on the Welland River resulting from the operations of Ontario Hydro has been occurring for many years and the concerns of municipalities and residents along the watercourse have been enunciated in the past. Our preliminary work on our Welland River Watershed Strategy indicates that the changing flow pattern alters the natural processes of this watercourse resulting in reduced transfer of sediment, increased turbidity and an overall reduction of water quality with subsequent impacts on the riparian vegetation and fisheries of this important resource".
3. **December 18, 1998 – Letter to OPG from NPCA re; Welland River Watershed Strategy**
 - Attached Issues and Options paper sets out the Welland River issues with potential solutions.
4. **October 23, 1998 – Approval of Environmental Assessment ("EA") for NRHD Received.**
 - EA Condition 7.5 requires OPG to provide NPCA with "documentation demonstrating that the hydraulic grade line of the Welland River west of the Niagara River will remain within present levels of fluctuations and will not reduce the present sediment carrying capacity of the Welland River".
5. **November, 1999 – Welland River Watershed Strategy**
 - Intention to develop a comprehensive and focussed strategy to restore the health of the Welland watershed.

SCHEDULE "B"

(through the itemized projects described in your letter), will in fact provide real and substantial benefits to the Watershed sufficient to compensate for any actual or perceived negative affects OPG operations may have had to date on the Watershed or its users, or would reasonably be anticipated to have after the NTP is operational as contemplated in the approved Environmental Assessment and the Hatch Report. For reference, some of the documents relevant to that assessment (with which you are familiar) are listed in the attached Appendix A.

Of course, given the importance of the nature of the projects itemized in your November 1, 2006 letter, a key element of our agreement is your commitment that each of them will be carried out as soon as reasonably possible (in no event more than five years from the date of payment to you) and that we will be provided with an annual report of your progress. We also confirm that you will continue in the future to seek monetary contribution to these works from other users of the Watershed, and you will keep us informed as the specifics of each project are developed and executed to make sure that OPG's participation is publicly recognized in a manner satisfactory to us. Finally, in order to ensure that we are protected from any claims brought by any contractors engaged by you to perform the work associated with each project, we will require that you include the clause attached as Appendix B in any contract between the NPCA and its contractors (or subcontractors) performing the work.

We are looking forward to seeing the NPCA implement these exciting projects.

Sincerely,



David Heath
Niagara Plant Group Manager

Please confirm this letter reflects the terms of our agreement by signing and returning three (3) copies to me.

Agreed and Accepted on behalf of:

NIAGARA PENINSULA CONSERVATION AUTHORITY

By:



Andrew L. Burt
General Manager/Secretary - Treasurer

Date:

MAY 10, 2007

SCHEDULE "B"

**ONTARIO POWER
GENERATION**

Niagara Plant Group, 14,000 Niagara Parkway, Niagara-on-the-Lake, Ontario L0S 1J0 Tel. 905 357-6932 Fax. 905 374-5465

May 8, 2007

In Agreement

Delivery Method: Courier

File: NPG-00549.1

Andrew L. Burt
General Manager/Secretary – Treasurer
Niagara Peninsula Conservation Authority
250 Thorold Road West, 3rd Floor
Welland, Ontario
L3C 3W2

CONFIDENTIAL

Filed in
Niagara -
Secure (confidential)
File

Dear Mr. Burt:

Confidential Terms of Resolution of Watershed Issues

This is a follow up to my November 16, 2006 preliminary response to your November 1, 2006 letter and our subsequent discussions to confirm the terms upon which OPG has agreed to provide \$3,000,000 of funding to NPCA for certain Welland River Watershed (the Watershed) projects. We wish to make it clear that in agreeing to make that contribution on the terms set out in this letter, OPG should not be misconstrued as admitting liability for impacts to the Watershed. You are aware that the Watershed is a complex system and its current condition is the result of numerous causes stretching back many decades.

The NPCA, on behalf of the many users of the Watershed has for years sought assistance for its restoration needs (including with respect to river fluctuations) from OPG and its predecessors. In response, OPG and its predecessors have cooperated with the NPCA, in part by providing significant funding for studies (including the 2002 Welland River Water Level Fluctuation Study and the 2006 Welland River Flow Study) designed to identify technical solutions to which the NPCA and the other users of the Watershed might contribute. We understand that the NPCA has concluded that because of the inherent complexity of the Watershed, technical solutions like the one arising from the Welland River Flow Study could result in unanticipated adverse impacts, and it would therefore be preferable if OPG made its contribution to watershed restoration by funding the projects itemized in your November 1, 2006 letter.

As we have discussed, the proposal in your November 1, 2006 letter is acceptable to OPG in part because you have agreed that our substantial monetary contribution will be in full and final satisfaction for any actual or perceived Watershed impacts from OPG's operations as configured and run to date, or as those operations are expected to run, all as contemplated in the approved Environmental Assessment and the "Effects of Water Levels and Fluctuations on the Welland River" report dated November 14, 2005 ("Hatch Report"), after the Niagara Tunnel Project (the "NTP") has been completed and is fully operational. We have also placed considerable weight on your view that the proposed manner of contribution

SCHEDULE "A"

905 367 6854

HUMAN RESOURCES N

03:58:07 p.m.

11-07-2006

3/3--

The Conservation Authority is proposing that Ontario Power Generation invest the \$3 million (which would have been expended to construct a weir and hydraulic gate structure) to improve the ecological health of the river through an expanded restoration program. The program would be implemented over a 5 to 10 year time period and would include:

- a) Restoration – investment = \$1,000,000
 - tree planting – target of 350 acres reforested
 - wetland restoration – target of restoring/creating 50 acres
 - riparian buffers – target of restoring/creating 15 km. of riparian buffers
 - non-point source pollution enhancements through support of best management practices

- b) Fisheries Improvements – investment = \$500,000
 - spawning bed improvements
 - fish passage barrier removal
 - fishery access improvements – fishing piers, boat launch facilities

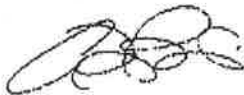
- c) Community Outreach and Education – investment = \$300,000
 - water quality/wetland improvement demonstration projects
 - Welland River fact sheets and information activities

- d) Welland River Floodplain & Wetland Acquisition – investment = \$1,200,000
 - target to acquire 400 acres of wetlands and floodplain lands of the Welland River which are impacted by flow fluctuations

In addition to the funding support from Ontario Power Generation, the Conservation Authority will continue to seek out other sources of funding and partnerships. The Conservation Authority is most appreciative of the support and commitment of Ontario Power Generation to date in addressing concerns affecting the Welland River. I firmly believe our proposed approach is one that will be beneficial for the Welland River, the environment and our watershed residents and also allows numerous opportunities for the community commitment and support of Ontario Power Generation to be publicly recognized.

I am hopeful that our proposal is acceptable to you and your Board. I would be most happy to meet with you to provide any further information that may be required.

Sincerely



Andrew L. Burt
General Manager/Secretary-Treasurer, Ext. 251

SCHEDULE "A"

905 357 6954

HUMAN RESOURCES N

03:57:48 p.m. 11-07-2006

2/3

in agreement



250 Thorold Road West, 2nd Floor
Welland, Ontario L0C 3W2
Tel (905) 762-2455 Fax (905) 762-2454
Email: info@conservation-niagara.on.ca

cc: R. Everdell
T. English

November 1, 2006

Our File No. WMWQ 10.9

Mr. David Heath
Niagara Plant Group Manager
Ontario Power Generation
14000 Niagara Parkway
Niagara-on-the-Lake, ON L0S 1J0

Dear Mr. Heath:

Re: Welland River Fluctuations

I am writing to you in regard to the Welland River Flow Study initiated earlier this year with the funding support of Ontario Power Generation to re-examine solutions to eliminate or reduce the historical fluctuations on the Welland River.

Conservation Authority staff have reviewed the Philips Engineering report of June 2006 regarding various alternatives they have examined. Given the complexity of the river and its flow conditions, Conservation Authority staff also met with 3 independent experts in river biology and hydraulics to discuss the alternatives and the potential impacts of another structure in the watercourse.

The Welland River is a riverine system in need of restoration as has been identified in the Welland River Watershed Plan and the Niagara River Remedial Action Plan. While the construction of a weir and hydraulic gate structure as identified in the consultant's report would virtually eliminate the fluctuations experienced upstream of the weir location, we are concerned that there may be other unanticipated adverse impacts from another structure in the watercourse.

The Conservation Authority believes that a more effective and beneficial solution for both the river and the residents would be to undertake a program to improve the existing environment of the Welland River by expanding restoration programs and other initiatives that target water quality, quantity and habitat improvements in accordance with the Welland River watershed plan. The projects would be complementary to the current Conservation Authority initiatives and would include restoration and fisheries improvement projects, improvements in public access to the river and community education and awareness programs.

The Philips Engineering report of June 2006 identified 4 possible locations for a weir and hydraulic gate structure and estimated the costs of a new structure to be approximately \$3 million. The consultant's suggestion of possibly locating a structure as part of the "old" siphon would not be acceptable to the Conservation Authority given the age and condition of the siphon structure and the significant long term financial liability which could be expected with a new structure at this location.

← do we have a copy?