

**CONSULTATION WITH CITY OF HAMILTON DEPARTMENTS ON NATURAL AREAS ACQUISITION FUND STRATEGY IMPLEMENTATION GUIDELINES**

	Legal Services (August 7, 2014)	Real Estate (August 7, 2014)	Finance (September 22, 2014)
<b>Comments</b>	Supportive of the program and Legal Services role in implementation.	Supportive of the program and their role as appraisal reviewers.	Specific questions asked of Finance: <ul style="list-style-type: none"> <li>• Can unused funding be rolled from one financial year to another?</li> <li>• How are monies usually provided in situations such as this (is it okay to receive final invoices and then provide the monies)?</li> <li>• Are there specific quality assurance/quality control measures required to ensure that the monies are used for the specific project that has been applied for?</li> </ul>
	In agreement that a Memorandum of Agreement between the City and each Conservation Partner was an acceptable method to ensure that the principles of the Natural Areas Acquisition Fund Strategy are being met. This Agreement should provide general roles and responsibilities and will be specific to each Conservation Partner and would only need to be signed once (not required for each application	The Guidelines should be clear and that the City will not act as negotiators on behalf of the Conservation Partner.	PED has a Capital Account with a budget of \$300,000 with \$0 spent to date. These funds are rolled over each year until the budget is depleted or there is a request from the Project Manager to close the project.

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<p>that the Conservation Partner submits.</p>		
<p>The Memorandum of Agreement should outline the conditions of how monies are provided to the Conservation Partner and should indicate that at any time the program may cease.</p>	<p>The Guidelines should be explicit that there should be no expectation from the Conservation Partner that the City will act as an agent to secure land.</p>	<p>There is a request for the 2015 Capital Budget process to receive an additional \$300 000 but it is in competition for many other projects across the City who also need funding.</p>
	<p>Clarification is required within the Guidelines with regards to “soft costs”. Are these included as part of eligible funding costs?                      There is an expectation that the purchase of land will be based on a willing seller/willing buyer scenario. The Guidelines should clearly note that land will not be acquired through the process of expropriation.</p>	<p>There is no formal reporting to ensure that the project funds are used for the project’s intent. However at each year end, all City expenditures are audited.</p>
	<p>Within the Guidelines there should be a mechanism in place in case there is a disagreement of market value that has been submitted in the appraisal. This mechanism would be for the City to retain the right to undertake a peer review of the appraisal. In the event the City is not in agreement to the evaluation of the fair market value then the City should have the right to set the</p>	<p>With respect to the payment of invoices, need to make sure that Procurement Policies are followed particularly if there are payments made to partners for work done.</p>

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	<p>value through its peer review and the funding would be based on the City's estimated market value.</p>	
	<p>The Guidelines identify that the priority properties will be presented as an in camera item to Planning Committee. Will the approval of the funding application also be in camera if no negotiations have commenced?</p>	
	<p>The funding is released to the Conservation Partners upon Planning Committee and Council approval. Is the money released in advance of having an Agreement of Purchase and Sale executed? What happens in the event that the funding is released, an Agreement of Purchase and Sale is executed subject to conditions, and said funding is applied towards all soft costs and for some reason the conditions are not waived, thus the agreement becomes null and void, does the City recover the grant or does it become a throw away cost?</p>	