



PUBLIC WORKS COMMITTEE

REPORT 16-011

9:30 a.m.

Monday, June 13, 2016

Council Chambers

Hamilton City Hall

71 Main Street West

Present: Councillor T. Whitehead (Chair)
 Councillor A. VanderBeek (Vice Chair)
 Councillors S. Merulla, T. Jackson, D. Conley, L. Ferguson
 and R. Pasuta

Absent with regrets: Councillor C. Collins – Personal

Also Present: Councillors J. Farr and M. Pearson

THE PUBLIC WORKS COMMITTEE PRESENTS REPORT 16-001 AND RESPECTFULLY RECOMMENDS:

- 1. Energy Efficient LED Lighting Upgrades - Lodges (PW16056) (City Wide) (Item 5.1)**
 - (a) That the City of Hamilton proceeds with the implementation of the Energy Efficient LED Lighting improvements outlined in PW Report 16056, at an estimated capital cost of \$562,000;
 - (b) That the estimated project costs of \$562,000 be funded from the Enterprise Fund Reserve (112243);
 - (c) That the energy savings from these projects be used to repay the funds borrowed from the Enterprise Fund Reserve, over a term of 10 years at the effective interest rate at the time of borrowing.

2. Intersection Control List (PW16001(b)) (Wards 1, 13 and 15) (Item 5.2)

That the appropriate By-law be presented to Council to provide traffic control as follows:

Intersection		Stop Direction		Class	Location / Comments/ Petition	Ward
Street 1	Street 2	Existing	Requested			
Section "B" Dundas						
(a)	The Haven Street	Skyline Drive	NC	NB	A	No existing stop sign control 13
(b)	Talisman Court	Skyline Drive	NC	NB	A	No existing stop sign control 13
Section "C" Flamborough						
(c)	Millgrove Side Road	4 th Concession Road West	EB/WB	NB/SB	D	Operational review Note: existing EB/WB stop signs not in bylaw 15
Section "E" Hamilton						
(d)	MacDonald Avenue	Homewood Avenue	EB	NB	A	Earl Kitchener School review 1
(e)	Stanley Avenue	MacDonald Avenue	NB	WB	A	Earl Kitchener School review 1

Legend

No Control Existing (New Subdivision) - **NC**

Intersection Class: **A** - Local/Local **B** - Local/Collector **C** - Collector/Collector **D** – arterial/arterial

3. Wentworth Street South Rail Trail Crossing and Traffic Calming Measures on Charlton Avenue East (PW15021(a)) (Wards 2 and 3) (Item 5.3)

- (a) *That should a Pedestrian Signal be installed on Wentworth Street South at the Wentworth Street Rail Trail Crossing (as part of the 2017 capital budget process); that it be funded 100% from Red Light Camera Reserve 112203;*
- (b) *That staff be directed to report back to the Public Works Committee, by the end of 2016 and in advance of the 2017 budget deliberations, on the feasibility and options surrounding the installation of a pedestrian bridge on Wentworth Street South at the Wentworth Street Rail Trail Crossing.*

**4. 2016 Special Events Requiring Temporary Road Closures (PW16052)
(Wards 2 and 15) (Item 5.4)**

That each of the following applications:

- (a) Nirankari International Samagam for the temporary closure of Bay Street between King Street and York Boulevard on Saturday July 2, 2016 for pedestrian overflow during a Festival of Humaneness, attached Appendix A to report PW16052;
- (b) Core Entertainment for the temporary closure of Bay Street between King Street and York Boulevard on Thursday July 21, 2016 for a Paul McCartney Street Party, attached Appendix B to report PW16052;
- (c) Historic Waterdown Arts & Events for the temporary closure of Griffin Street between Main Street and Mill Street; Main Street from Barton Street to Dundas Street; and Franklin Street from Dundas Street to Griffin Street from Saturday August 20, 2016 to Sunday August 21, 2016 for a Historic Waterdown Summer Festival, attached Appendix C to report PW16052;

Be approved, subject to the following conditions:

- (i) That the City may revoke the temporary road closure at any time to gain access for emergency services;
- (ii) That no property owner or resident within the barricaded area be denied access to their property upon request;
- (iii) That the applicant ensure that clean-up operations be carried out immediately before the re-opening of the roads, to the satisfaction of the General Manager of Public Works or designate at the expense of the event organizer;
- (iv) That all barricading and traffic control be supplied by the applicant, and must conform to "Ministry of Transportation Book 7 - Temporary Conditions";
- (v) That all barricading and traffic control be subject to the direction and satisfaction of the General Manager of Public Works or designate with all costs the responsibility of the applicant;
- (vi) That all warning boards and detour signs manufactured and installed by the City of Hamilton in advance of the closure be at the expense of the applicant;
- (vii) That the applicant notify all property owners and tenants along the closed portion of the route of the event in writing a minimum of two weeks in advance of the closure. The notice must be completed prior to the event in a form acceptable to the General Manager of Public Works or designate, providing, but not limited to a 24-hour contact name and telephone number;

- (viii) That the applicant provide proof of \$2,000,000 public liability insurance naming the City of Hamilton as an added insured party with a provision for cross liability, and holding the City of Hamilton harmless from all actions, causes of action, interests, claims, demands, costs, damages, expenses and loss;
- (ix) That the applicant pay the required full road closure fee of \$634.20 made payable to "The City of Hamilton" prior to road closure.

5. Stewards of Cootes Watershed Fee for Service Proposal (PW16051) (City Wide) (Item 5.5)

That Report PW16051 respecting the Stewards of Cootes Watershed Fee for Service Proposal, be received.

6. Sewer Use By-law Program Annual Update (PW16050) (City Wide) (Item 5.6)

That Report PW16050 respecting the Sewer Use By-Law Program Annual Update, be received.

7. Mid-Spencer Creek Greensville Rural Settlement Area Subwatershed Study Class Environmental Assessment (PW16041) (Wards 13 and 14) (Item 5.7)

That the General Manager, Public Works, be authorized and directed to file the Notice of Completion and issue the Mid-Spencer Creek/Greensville Rural Settlement Area (RSA) Subwatershed Study Class Environmental Assessment for the mandatory 30-day period;

- (a) That upon completion of the 30-day agency and public review period, the General Manager, Public Works, and the General Manager of the Planning and Economic Development Department be authorized and directed to proceed with:
 - (i) The implementation of the preferred alternatives within the Mid-Spencer Creek/Greensville RSA Subwatershed Study Class Environmental Assessment as presented in the Executive Summary Section of this report;
 - (ii) Updating of planning policies for the Greensville RSA Secondary Plan consistent with the stormwater and Subwatershed strategies recommended by the Mid-Spencer Creek/Greensville RSA Subwatershed Study as presented in the Executive Summary Section of this report;

- (b) That the General Manager, Public Works, be authorized and directed to proceed with the Greensville Municipal Backup Well Schedule "C" Municipal Class Environmental Assessment study.

8. Feasibility Study Respecting the Installation of Sound Barriers on the North Side of Mud Street (PW16034) (Ward 9) (Item 8.1)

That Report PW16034 - a Feasibility Study Respecting the Installation of Sound Barriers on the North Side of Mud Street, be received.

9. Cootes to Escarpment EcoPark System – Governance (PW15082(a)) (Wards 1, 13 and 15) (Item 8.2)

- (a) That the City of Hamilton reaffirm its commitment for the Cootes to Escarpment EcoPark System by extending the Memorandum of Understanding (MOU) with wording substantially in accordance with the attached draft in Appendix A, for the five year period of 2016 – 2021;
- (b) That the City continue to support the Cootes to Escarpment EcoPark System budget, shown in the schedule to the Memorandum of Understanding (MOU) document, attached as Appendix A, through annual contributions of \$15,708 (indexed to inflation) from the Policy & Programs budget for the five year period beginning in 2016;
- (c) That the City Manager be authorized to sign the Memorandum of Understanding (MOU), on behalf of the City, when it is complete; and,
- (d) That staff continue to work with the Partner Agencies to engage the Provincial and Federal governments on special legislation and/or special recognition respecting the significance of the Cootes to Escarpment EcoPark System.

10. J.L. Grightmire Arena Renovation and Expansion (PW16044) (Ward 13) (Item 8.3)

- (a) That the \$7 million total Capital Project cost for the J.L. Grightmire Arena Renovation and Expansion be deemed a priority within the Recreation Program Area and that the additional funding required in the amount of \$5.0 million, be approved;
- (b) That the additional \$5.0 million of funding required be funded from the Residential Indoor Recreation Development Charge Reserve in the amount of \$1.0 million, and the remaining \$4.0 million funded from debt

which would require a pre-commitment from the 2017-2026 Recreation Capital Funding Block in the amount of \$520,000 annually.

- (c) That the growth expansion component of the J.L. Grightmire Arena project be included in the next Indoor Recreation Program Area update within the Development Charges Background Study.
- (d) That the City of Hamilton enter into a cost contribution agreement with the Dundas Hockeyville Legacy Project Committee, to fit-up the new 2nd floor community room, in a form satisfactory to the City Solicitor and acceptable to the General Manager of Public Works.
- (e) That Council approve the single source procurement, pursuant to Procurement Policy #11 – Non-competitive Procurements, for design and contract administration of the renovations and addition to the J.L. Grightmire Arena Renovation Project and that the General Manager, Public Works Department be authorized to negotiate, enter into and execute a Contract and any ancillary documents required to give effect thereto with INVIZIJ ARCHITECTS INC., in a form satisfactory to the City Solicitor.

11. Hamilton Lead Awareness Program (PW16055) (City Wide) (Item 8.4)

- (a) That Hamilton Water staff be directed to implement the “Hamilton Lead Awareness Program” “(HLAP)’ as described in the analysis section of this report;
- (b) ***That the Compliment Control Policy Term Requirement be waived in order to approve 0.5 FTEs for the Hamilton Water complement in order to support the “HLAP” until 2020 to be funded from Water/Wastewater Reserve Account 108015;***
- (c) That Hamilton Water Operating Budget be increased by \$50,000 annually for advertising and outreach material to support the "HLAP" until 2020.

12. Clean Harbour Outreach Program (PW16054) (City Wide) (Item 8.5)

- (a) That Hamilton Water staff be directed to undertake a study to develop solutions to prevent the release of medical debris, personal care products and other floatable debris into Hamilton Harbour and Cootes Paradise at an upset limit of \$75,000 funded from the Storm Water Reserve (108010);
- (b) That Hamilton Water staff be directed to establish the “Clean Harbour Outreach Program” (CHOP) as described in the analysis section of this report;

- (c) *That the Compliment Control Policy Term Requirement be waived in order to approve an increase of 0.75 FTEs to the Hamilton Water Compliment, for a period of five years, in order to support the development and implementation of the CHOP with funding coming from the Stormwater Reserve Account 108010.*
13. **PESTO Presto Operating Agreement Renewal Update (PW04117(i)) (City Wide) (Item 8.6)**
- (a) That the City Manager and/or delegate be authorized to negotiate the terms and conditions of the extension of the Greater Toronto and Hamilton Area (“GTHA”) Fare System Operating Agreement, made October 27, 2006 between The Hamilton Street Railway Company, the Province of Ontario, Metrolinx and other participating municipalities and transit authorities (the “Operating Agreement”) for a period of one (1) year, from October 27, 2016 to October 27, 2017, for the consideration of Council;
- (b) That the City Manager and/or delegate be authorized to negotiate a new operating agreement for the future management of the GTA Fare System (PRESTO) beyond the October 27, 2016 expiry of the existing Operating Agreement, for the consideration of Council.

FOR THE INFORMATION OF COUNCIL:

(a) APPROVAL OF THE AGENDA (Item 1)

The Committee Clerk advised of the following changes to the agenda.

1. DELEGATION REQUESTS

- 4.1 Russ Powers and Don Robertson, Dundas HockeyVille Committee, respecting the J.L. Grightmire Arena
- 4.2 Alan Hansell, Stewards of Cootes Watershed, respecting the Stewards of Cootes Watershed Fee for Service Proposal

The Agenda for the June 13, 2016 meeting of the Public Works Committee were approved, as amended.

(b) DECLARATIONS OF INTEREST (Item 2)

There were no declarations of interest.

(c) APPROVAL OF MINUTES OF PREVIOUS MEETING (Item 3)

(i) May 30, 2016 (Item 3.1)

The Minutes of the May 30, 2016 Public Works Committee meeting were approved, as presented.

(d) DELEGATION REQUESTS (Item 4)

(i) Russ Powers and Don Robertson, Dundas HockeyVille Committee, respecting the J.L. Grightmire Arena (Added Item 4.1)

The delegation request from Russ Powers and Don Robertson, Dundas HockeyVille Committee, respecting the J.L. Grightmire Arena, was approved for today's meeting.

(ii) Alan Hansell, Stewards of Cootes Watershed, respecting the Stewards of Cootes Watershed Fee for Service Proposal (Added Item 4.2)

The delegation request from Alan Hansell, Stewards of Cootes Watershed, respecting the Stewards of Cootes Watershed Fee for Service Proposal, was approved for today's meeting.

(e) CONSENT ITEMS (Item 5)

(i) Wentworth Street South Rail Trail Crossing and Traffic Calming Measures on Charlton Avenue East (PW15021(a)) (Item 5.3)

Councillor Whitehead relinquished the Chair in order to second the following motion.

Report PW15021(a) was *amended* to read as follows:

~~**(a) That a Pedestrian Signal be installed on Wentworth Street South at the Wentworth Street Rail Trail Crossing as part of the 2017 capital budget process; to be funded 50% from Ward 2 Area Rating and 50% from Red Light Camera Reserve 112203;**~~

~~(b) That this subject matter be identified as completed and removed from the Public Works Committee Outstanding Business List.~~

(a) That should a Pedestrian Signal be installed on Wentworth Street South at the Wentworth Street Rail Trail Crossing (as part of the 2017 capital budget process); that it be funded 100% from Red Light Camera Reserve 112203;

(b) That staff be directed to report back to the Public Works Committee, by the end of 2016 and in advance of the 2017 budget deliberations, on the feasibility and options surrounding the installation of a pedestrian bridge on Wentworth Street South at the Wentworth Street Rail Trail Crossing.

For disposition on this matter refer to Item 3.

Councillor Whitehead assumed the Chair.

**(ii) Stewards of Cootes Watershed Fee for Service Proposal (PW16051)
(Item 5.5)**

Mr. John Hertel, Director, Enterprise Management and Revenue Generation, answered questions from the Committee respecting the City Enrichment Fund and grants that are available for the environmental category.

Councillor VanderBeek requested that she be recorded as being OPPOSED to Item 5.5.

For disposition of this matter, refer to Item 5.

(iii) Advisory Committee Minutes (Item 5.8)

(a) Hamilton Cycling Committee – November 4, 2015 (Item 5.8(a))

The Minutes of the Hamilton Cycling Committee dated November 4, 2015 were received.

(b) Hamilton Cycling Committee – February 3, 2016 (Item 5.8(b))

The Minutes of the Hamilton Cycling Committee dated February 3, 2016 were received.

(f) PUBLIC HEARINGS AND DELEGATIONS (Item 6)

(i) Proposed Permanent Closure and Sale of Portions of Public Unassumed Alleys Abutting 222 Barton Street East, 263 and 265 Wellington Street North, Hamilton (PW16053) (Item 6.1)

Chair Whitehead informed Committee members that because Item 6.1 relates to a proposed permanent alleyway closure and sale that a public meeting was required. Chair Whitehead indicated that a notice about the public meeting was placed in local newspapers and posted on the City's website, advising that anyone whose lands are prejudicially affected may appear before the Committee.

The Committee Clerk advised that there was one registered speaker. Chair Whitehead asked the speaker to come forward.

Scott Snider and Anna Toumanians with Turkstra Mazza Associates addressed the Committee respecting the Proposed Permanent Closure and Sale of Portions of Public Unassumed Alleys Abutting 222 Barton Street East, 263 and 265 Wellington Street North, Hamilton on behalf of their client, B&F Investments. Ms. Toumanians distributed a document outlining her client's concerns. A copy of the document has been retained for the official record.

Mr. Snider and Ms. Toumanians's presentation included, but was not limited to, the following information:

- The current owners of the abutting property want the alley to remain open.
- The City's plan to close the alley is contrary to the Setting Sail Secondary Plan which favours maintaining existing alleyways to serve residential and commercial development.
- The City's plan to close the alley is contrary to the Province's Transit Supportive Guidelines on supporting pedestrians.
- At a recent OMB proceeding with the City for lands south of 201 Robert Street and 166 Ferguson Street, the City was in opposition to the closing of an alley, citing the closure would not provide for enough pedestrian linkages. However, the City is now supporting a request to close an alley on the same block.
- The City has cited that the alley "will eliminate potential future maintenance and liability associated with the City's continued

ownership”, and this consideration should not override good planning.

- The client strongly opposes the proposed closure, however, if the City proceeds, the client is prepared to purchase the alley from the City.

The delegation from Scott Snider and Anna Toumanians with Turkstra Mazza Associates respecting the Proposed Permanent Closure and Sale of Portions of Public Unassumed Alleys Abutting 222 Barton Street East, 263 and 265 Wellington Street North, Hamilton, was received.

Chair Whitehead asked if there were any members of the public wished to come forward to speak to this matter. No members of the public came forward.

The public meeting respecting the Proposed Permanent Closure and Sale of Portions of Public Unassumed Alleys Abutting 222 Barton Street East, 263 and 265 Wellington Street North, Hamilton, was closed.

Report PW16053 respecting the Proposed Permanent Closure and Sale of Portions of Public Unassumed Alleys Abutting 222 Barton Street East, 263 and 265 Wellington Street North, Hamilton, was referred back to staff for further discussion with the Turkstra Mazza Associates and the Ward Councillor.

(ii) Alan Hansell, Stewards of Cootes Watershed, respecting the Stewards of Cootes Watershed Fee for Service Proposal (Added Item 6.2)

Mr. Alan Hansell with the Stewards of Cootes Watershed organization addressed the Committee respecting Report PW16051 – the Stewards of Cootes Watershed Fee for Service Proposal.

Mr. Hansell feels that the Report does not do what staff was directed to do and he feels that the Report is biased. Mr. Hansell provided the Committee with an overview of the work done by the Stewards of Cootes Watershed organization. Mr. Hansell indicated that if the City does not approve funding for his organization then the provincial grants they receive will be lost. Mr. Hansell feels the Report does not provide sufficient alternatives for the Committee to consider.

The delegation from Alan Hansell, Stewards of Cootes Watershed, respecting the Stewards of Cootes Watershed Fee for Service Proposal, was received.

For disposition of this matter refer to Item 5.

(iii) Russ Powers and Don Robertson, Dundas HockeyVille Committee, respecting the J.L. Grightmire Arena (Added Item 6.3)

Mr. Russ Powers and Mr. Don Robertson, Dundas HockeyVille Committee addressed the Committee respecting PW Report 16044 – the J.L. Grightmire Arena Renovation and Expansion.

The comments from Mr. Powers and Mr. Robertson included, but were not limited to, the following:

- The arena opened 60 years ago at no cost to the Town of Dundas or the County of Wentworth.
- In 1981, the roof was replaced, because of the collapse of the Goderich Arena, at a cost of \$350,000, which was funded by the public and the Wintario Grant.
- There is pride and joy in their community, as evidenced by the Arena being the third most used arena in the City.
- The Arena was the focal point for the Kraft HockeyVille in 2010 and event organizers called it the best small town arena in all of Ontario. The event raised \$100,000 which was invested back into the arena (lights, sound system, new notice board) and reserves.
- A third floor will make the building bigger and more accessible, the dressing rooms will be modernized, and a community room will be an important addition.
- The committee has allocated \$600,000 to the new room, to furnish it with TVs, whiteboards, etc. for the use of the community

The delegation from Russ Powers and Don Robertson, Dundas HockeyVille Committee, respecting the J.L. Grightmire Arena, be received.

For disposition of this matter refer to Item 10.

(g) PRESENTATIONS (Item 7)

(i) LED Program Update (Item 7.1)

Gord McGuire, Manager, Geomatics/Corridor Management, provided the Committee with an update respecting the LED Program. A copy of the presentation has been retained for the official record.

The presentation included, but was not limited to, the following:

- Review of the 2015 LED Conservation Review
- Quarter over Quarter Review of Financial Impact
- 2016-2019 LED Conversation Program

- LED Advantages
 - use less energy
 - light sidewalks and roads better
 - are “Dark Sky” approved and result in less light pollution
- Environmental Benefits of the 2016-2019 Program
 - reducing energy consumption by 2.4 MW
 - reduce 1028 tons of CO2 which is equivalent to 47,000 trees
 - offset 1071 homes of energy

The presentation respecting an LED Program Update, was received.

(i) Let’s Talk Trails (Item 7.2)

Daryl Bender, Project Manager – Alternative Transportation, Steve Hasselman, Superintendent of Parks North, and Leila Todd, Landscape Architectural Services, addressed the Committee with a presentation entitled, “Let’s Talk Trails”. A copy of the presentation has been retained for the official record.

The presentation included, but was not limited to, the following:

- Cycling Master Plan (CMP)
 - Shared Use
 - CMP and Recreational Trails Master Plan (RTMP) Synergy
 - Transportation Master Plan (TMP)
- Overview of City of Hamilton Trails
- Trail Challenges
 - Illegal Dumping
 - Erosion
 - Multi-use Concerns

 - Toxic Plants
 - Graffiti
- Trail Maintenance
- Recreational Trails Master Plan (RTMP)

- The RTMP was approved by Council on April 25, 2007 and directed staff to use the RTMP Design Criteria, Trail Classifications and Phasing Criteria for planning Hamilton's future trails; and to report back with recommendations to trail development.
- An update to the RTMP will include: mapping, compatibility with new policies, and linkage opportunities
- Public Consultation Outcome
 - 40-49% can access a trail within 1km
 - Majority of trail use is for hiking, cycling and walking
 - Users satisfied with the current state of the trails: 80% - in person, 53% - online
 - Common message: User conflict and Signage (education, navigation, etiquette)
- Next Steps
 - Scoring criteria
 - Dynamic system
 - High priority trail initiatives
 - Trail Development Process: Identify priorities, reporting through the Annual Capital Budget program, best practices related to user conflicts

The presentation respecting Let's Talk Trails was received.

(h) DISCUSSION ITEMS (Item 8)

(i) Hamilton Lead Awareness Program (PW16055) (City Wide) (Item 8.4)

Section (b) of PW Report 16055 respecting the Hamilton Lead Awareness Program was deleted in its entirety and replaced to read as follows:

~~**(b) That the Hamilton Water complement be increased by 0.5 FTE to support the "HLAP" until 2020;**~~

(b) That the Compliment Control Policy Term Requirement be waived in order to approve 0.5 FTEs for the Hamilton Water complement in order to support the "HLAP" until 2020 to be funded from Water/Wastewater Reserve Account 108015.

For disposition of this matter, refer to Item 11.

(i) Clean Harbour Outreach Program (PW16054) (City Wide) (Item 8.5)

Section (c) of Report PW16054 respecting the Clean Harbour Outreach Program (CHOP) was deleted in its entirety and replaced to read as follows:

~~(c) That the Hamilton Water complement be increased for a period of five years by 0.75 FTEs to support the development and implementation of the CHOP.~~

(c) That the Compliment Control Policy Term Requirement be waived in order to approve an increase of 0.75 FTEs to the Hamilton Water Compliment, for a period of five years, in order to support the development and implementation of the CHOP with funding coming from the Stormwater Reserve Account 108010.

For disposition of this matter, refer to Item 12.

(i) GENERAL INFORMATION/OTHER BUSINESS (Item 11)

(i) Changes to the Outstanding Business List (Item 11.1)

(i) The following items were considered complete and removed from the Outstanding Business List:

- (a) Accessible Washrooms on the Beach Trail
- (b) Renovation and Expansion of Grightmire Arena
- (c) Lead in Drinking Water
- (d) Stewards of Cootes Watershed Fee for Service Proposal

(j) ADJOURNMENT (Item 13)

There being no further business, the Public Works Committee adjourned at 12:57 p.m.

Respectfully submitted,

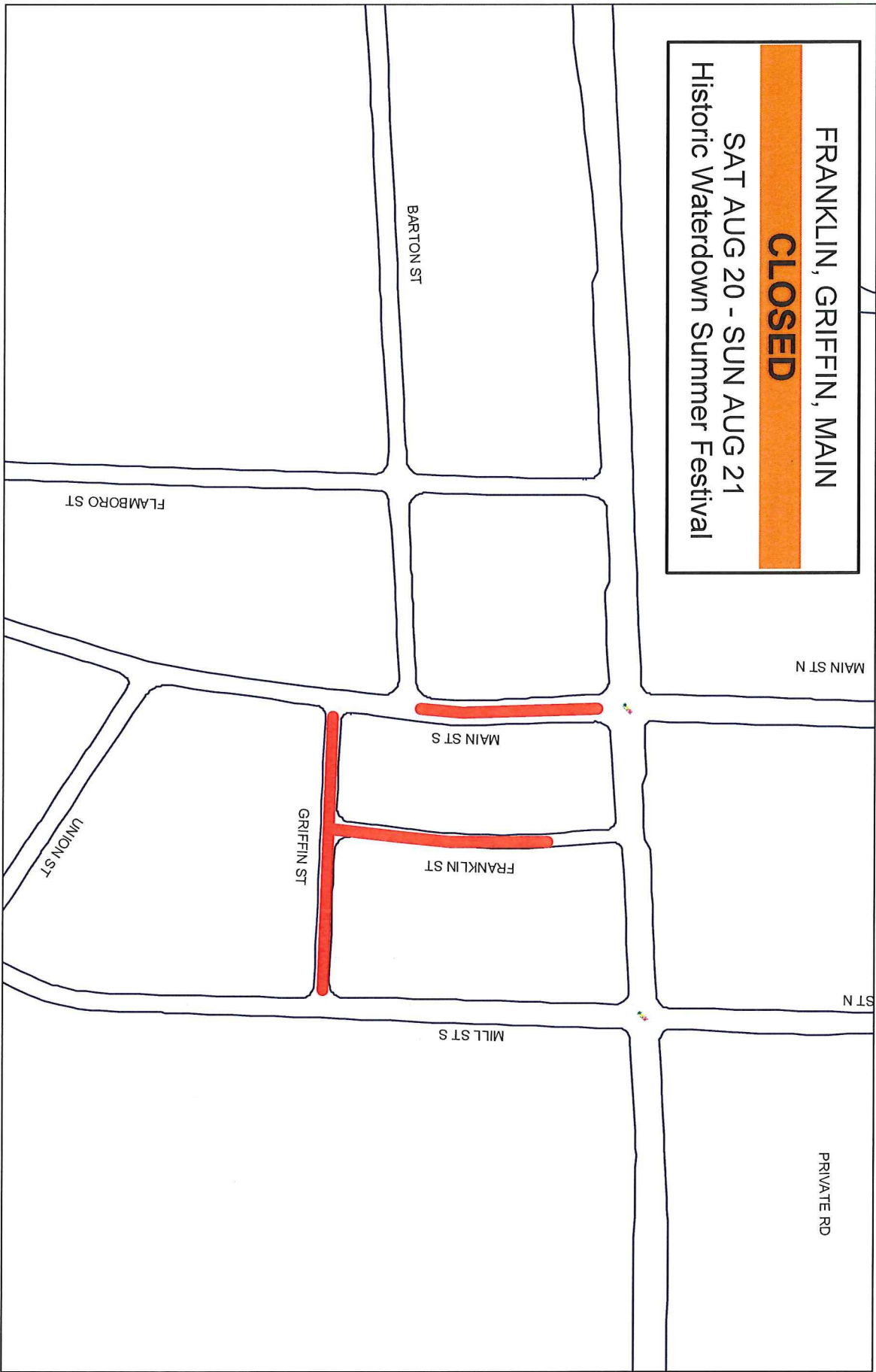
Councillor T. Whitehead, Chair
Public Works Committee

Lauri Leduc
Legislative Coordinator
Office of the City Clerk





FRANKLIN, GRIFFIN, MAIN
CLOSED
SAT AUG 20 - SUN AUG 21
Historic Waterdown Summer Festival



MEMORANDUM OF UNDERSTANDING
REGARDING THE
COOTES TO ESCARPMENT ECOPARK SYSTEM (2016-2021)

(DRAFT OF 20 APRIL 2016)

BETWEEN:

BRUCE TRAIL CONSERVANCY

and

CITY OF BURLINGTON

and

THE REGIONAL MUNICIPALITY OF HALTON

and

THE HALTON REGION CONSERVATION AUTHORITY (Conservation Halton)

and

CITY OF HAMILTON

and

HAMILTON REGION CONSERVATION AUTHORITY

and

HAMILTON NATURALISTS' CLUB

and

McMASTER UNIVERSITY

and

ROYAL BOTANICAL GARDENS

(hereafter "the Parties" or singularly, "Party")

1. Declaration

The Parties to this Memorandum of Understanding (also referred to herein as the "Agreement"):

Embrace the vision of the Cootes to Escarpment EcoPark System: that it will be known internationally as a protected, permanent and connected natural lands sanctuary from the Harbour to the Escarpment that promotes ecosystem and human health within Ontario's Greenbelt;

Agree that the Cootes to Escarpment EcoPark System provides an excellent opportunity to preserve, enhance and study in greater depth the remarkable natural heritage of this region. It is intended that in creating the Cootes to Escarpment EcoPark System, the Parties will leverage their existing resources to provide greater recreational services to the regional community, more effectively promote the natural spaces of this region, join together in protecting and enhancing natural lands, and secure new funding. It is also intended that the Parties will work together to provide access across the entire Cootes to Escarpment EcoPark System for educational and research purposes, and will work in cooperation to allow and promote the responsible use of the lands comprising the Cootes to Escarpment EcoPark System for such purposes;

Recognize the collaborative, consensus-based decision-making approach that has been used to develop the Cootes to Escarpment EcoPark System vision, and which will continue to be used in realizing this vision;

Confirm the importance of public and stakeholder participation in the on-going processes to establish the proposed EcoPark System;

Acknowledge the scope of EcoPark System lands set out in the *Cootes to Escarpment Park System Conservation and Land Management Strategy* and acknowledge that new lands will be added to the EcoPark System from time to time,

Commit to participate as partners in the Cootes to Escarpment EcoPark System, including participating in the Governing Council and the Management Committee, making financial and in-kind contributions, and participating in Cootes to Escarpment EcoPark System initiatives, and

Previously entered into an agreement dated June 20, 2013 pertaining to the Cootes to Escarpment EcoPark System and wish to extend and amend that agreement by entering into this Memorandum of Understanding for a period of five years.

2. Purpose

The purpose of this Memorandum of Understanding is to:

- i. Establish the Cootes to Escarpment EcoPark System. Figure 1 attached hereto shows the lands owned and/or managed by the Parties that are included within the Cootes to Escarpment EcoPark System as of the date of this Agreement.
- ii. Establish a framework for joint decision-making among the Parties on matters concerning the Cootes to Escarpment EcoPark System, as defined in section 3 below;
- iii. Affirm the intention of the parties to seek outside funding for projects and programs supportive of the EcoPark System as a collaborative of the partner agencies, and in the future, to seek special legislative recognition and protections provincially, federally and internationally, as may be appropriate, having due regard to the rights and needs of the Parties and the owners of adjoining lands; and
- iv. Affirm the support of the Parties for the Cootes to Escarpment EcoPark System and commit financial and in-kind support for advancement of the Cootes to Escarpment EcoPark System and related initiatives, as defined in section 5 below.

3. Framework for joint decision-making

The Parties agree that:

- i. Notwithstanding anything else in this section 3 or any other provision of this Agreement:
 - a. The Cootes to Escarpment EcoPark System will inform but not replace or supersede the land management and other responsibilities of the Parties.
 - b. The Cootes to Escarpment EcoPark System will not supersede the legal rights and responsibilities of private and public land owners. Nothing in this Agreement compels the Parties to amend their existing planning policies and regulations governing the lands within, between and proximate to the EcoPark System in order to meet the objectives of this Agreement.
 - c. Each Party will determine how EcoPark System matters and decisions link to its internal organizational and decision-making structure, including consultation with and approvals from its Board or Council.
 - d. Nothing in this Agreement shall be deemed to derogate from the decision-making structure of each Party's organization, and accordingly, the Parties acknowledge that members of the Governing Council and Management Committee may be required to seek approvals from their Board or Council from time-to-time.
 - e. If a decision is made by the Parties which does not have unanimous support, then the dissenting Party(ies) may opt out of the action or subject matter of such decision but otherwise may continue its participation in the Cootes to Escarpment EcoPark System.

Memorandum of Understanding Regarding the Cootes to Escarpment EcoPark System (2016-2021)

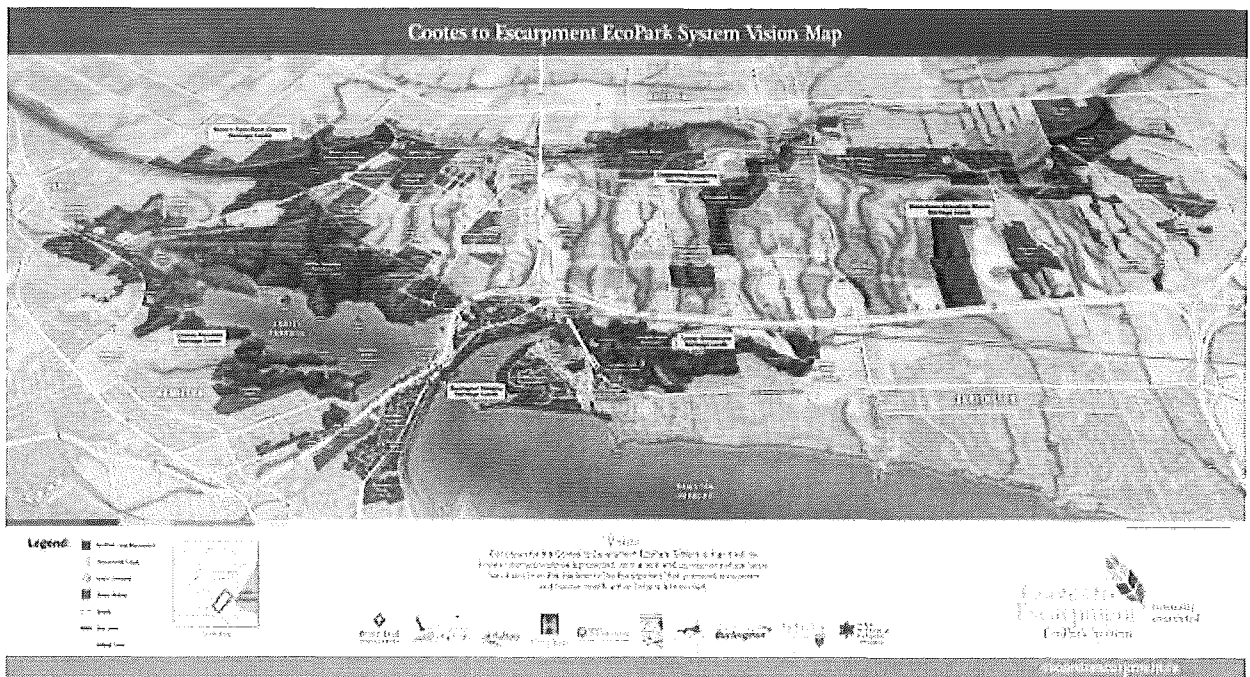


Figure 1. The lands owned and/or managed by the Parties that are included within the Cootes to Escarpment EcoPark System (dark green) as of the date of this Agreement.

- ii. A Governing Council will be established for the Cootes to Escarpment EcoPark System.
 - a. The Governing Council will consist of one senior decision-maker or elected official from each of the Parties, or their explicit designates. Each Governing Council member shall be in a position to readily obtain authorization from his or her home organization, if required, to make decisions and commitments on behalf of that organization, including, *inter alia*, decisions with financial, human resource or legal implications.
 - b. Subject to section 3.i above, the Governing Council will have authority for decisions concerning governance and strategic planning for the Cootes to Escarpment EcoPark System, matters with legal or significant financial implications, and other matters identified by the Governing Council at its discretion.
 - c. Each Party will determine the mechanisms and processes by which Governing Council matters and decisions are taken through its internal organizational and decision-making structure, including its Board or Council.
 - d. Terms of Reference for the Governing Council are articulated in Schedule 1 of this Memorandum of Understanding.
 - e. Inclusion of a property within the Cootes to Escarpment EcoPark System framework must be approved by both the Party that owns the property in question and the Governing Council. Removal of a property from the Cootes to Escarpment EcoPark System framework is at the sole discretion of the Party owning the property.
- iii. A Management Committee will be established for the Cootes to Escarpment EcoPark System.
 - a. The Management Committee will consist of one management-level representative from each of the Parties. Each Management Committee member shall be in a position to readily obtain authorization from his or her home organization, if required, to make operational decisions and commitments on behalf of that organization from time to time.
 - b. Subject to section 3.i above, the Management Committee will be responsible for implementation of strategic directions, objectives and activities identified by the Governing Council and decisions taken by the Governing Council.
 - c. Terms of Reference for the Management Committee are articulated in Schedule 2 of this Memorandum of Understanding.
- iv. A Secretariat will be established for the Cootes to Escarpment EcoPark System.
 - a. The Secretariat will consist of an EcoPark System Coordinator and other staff as needed, and will report to the Chair of the Management Committee.
 - b. The Secretariat will be responsible for undertaking administration and leading and coordinating projects and programs for the Cootes to Escarpment EcoPark System.

- c. The Secretariat will be guided by the decisions of the Governing Council and Management Committee.
- v. The Hamilton Harbour Remedial Action Plan while not a party to this Agreement will be invited to send a representative to sit as a nonvoting resource member of both the Governing Council and Management Committee.

4. Special Legislation and/or Special Recognition

- i. The Parties agree to seek special legislation and/or special recognition from the governments of Ontario and/or Canada, as appropriate, to:
 - a. Designate a specific geographic area as the Cootes to Escarpment EcoPark System, as specified in Section 2; and/or
 - b. Recognize the significance of the natural and cultural heritage within the Cootes to Escarpment EcoPark System; and/or
 - c. Confer on the Parties particular powers to promote conservation, education and recreation measures.
- ii. The Parties commit to providing staff expertise and advice as needed in drafting the means for special legislation and/or special recognition and any associated regulations and policies.
- iii. The Parties acknowledge that the Governing Council will deliberate on various options and the general timing to pursue such special legislation and/or special recognition.

For greater certainty, the Parties agree that in seeking any right, power or remedy under Section 4(i) above, any such power, protection, restriction, designation or legislation shall not directly or indirectly derogate from any of the provisions, rights and autonomy identified under Section 3(i) above, including without limitation changes to land use and planning regulations to lands within or proximate to the Cootes to Escarpment EcoPark System that might restrict ownership rights or autonomy.

5. Contributions

- i. The Parties agree that dedicated financial and in-kind resources are needed to implement the Cootes to Escarpment EcoPark System and undertake related initiatives.
- ii. The Parties agree to commit :
 - a. The time and expertise of their staff as well as other in-kind resources as needed, with such commitment to be determined by each Party at its sole discretion; and
 - b. Funding as defined in Schedule 3 of this Memorandum of Understanding.
- iii. The Parties agree that financial contributions from the Parties related to the Cootes to Escarpment EcoPark System will be held by the Royal Botanical Gardens on behalf of the other Parties. These funds will be managed by the EcoPark System Coordinator, subject to the

policies and procedures of Royal Botanical Gardens. The EcoPark System Coordinator will provide to the Parties a detailed accounting of revenues and expenditures for each of the calendar years 2016, 2017, 2018, 2019, and 2020 and, if this Agreement is renewed, for each subsequent calendar year.

- iv. The Parties may request one or more Parties among them to complete and submit a grant application to a potential funder for the purpose of obtaining further funds to support the Cootes to Escarpment EcoPark System, with the concurrence of the requested Parties. If the application is successful, such funds shall be managed and spent in accordance with the terms of the grant.
- v. The Parties recognize that from time to time donations of land or other such contributions may be made to the Cootes to Escarpment EcoPark System by third parties. Such contributions shall be considered, held, managed and applied in accordance with the terms of the donation and the accepting Party's internal policies and procedures.

6. Work plans

- i. Work plans will be prepared by the Management Committee and EcoPark System Coordinator to achieve the vision, mission and objectives articulated in the *Cootes to Escarpment Park System Conservation and Land Management Strategy*.

7. Management Plans

- i. Management Plans will be developed for each of the six Heritage Lands areas defined in the *Cootes to Escarpment Park System Conservation and Land Management Strategy* and to any Heritage Land to be added to the EcoPark System in the future.
- ii. Each Management Plan will be prepared under the direction of the Parties that own and/or manage the lands to be covered by the Management Plan, with coordination and support from the Secretariat and in accordance with established guidelines and legislated requirements. Preparation of the Management Plans should include consultation with stakeholders and the regional community. In order to minimize additional burden on staff, the Management Plans should harmonize with, and where possible, assume plans previously prepared by the respective Parties.
- iii. Management Plans will define, *inter alia*, specific actions, activities and zones within properties within the established EcoPark System based on more focused studies of baseline conditions and engagement of the public, stakeholders and neighbours. They will provide guidance for management of cultural and natural heritage features and for providing sustainable use of the established EcoPark System lands, including recreation, research and education opportunities, and will be prepared to be consistent with the planning and policy context of the area.

8. Annual Report

- i. The EcoPark System Coordinator will produce an Annual Report for each calendar year, for approval first by the Management Committee and second by the Governing Council. The Annual Report will be developed so that approval by both bodies is obtained before the end of June of the subsequent calendar year.
- ii. The Annual Report will contain, *inter alia*, information on progress achieved for each of the Cootes to Escarpment EcoPark System objectives, specific projects and programs, particular achievements and highlights, and outreach and events.
- iii. The Annual Reports will be publicly available.

9. Review

- i. The work of the Secretariat of the Cootes to Escarpment EcoPark System and its programs will be evaluated by Governing Council through the Annual Reports specified in Section 8 of the Memorandum of Understanding.

10. Amendment and Schedules

- i. This Agreement may be amended, including through Schedules for specific purposes. Amendments must be in writing, and approved in writing by all the Parties. In the event of a conflict between the provisions of this Agreement and the Schedules attached hereto, the provisions of this Agreement will prevail and be given effect.

11. Term

- i. This Agreement will be in effect for a period of five years from the effective date below.
- ii. This Agreement may be renewed for a defined term with the written agreement of the Parties.

12. Fiscal and Operating Years

- i. For the purposes of planning and reporting to the governing bodies, a fiscal year for the Secretariat will be 1st July of one year to 30th June of the year following, to coincide with the anniversaries of the signature of the Memorandum of Understanding. Thus, for simplicity, "years" under this agreement will be considered as 12 month periods beginning on 1st July.
- ii. For audit purposes, all financial records will be maintained and reports prepared to coincide with the January to December Fiscal year of Royal Botanical Gardens.
- iii. For the purposes of Governing Council and Management Committee meetings, "years" will coincide with the July-June period specified here. Thus, the "first meeting of the year" will be

the first meeting after 1 July of a particular calendar year, and the "last meeting of the year" will be the last meeting before 30 June of the year following.

13. Addition of Parties to This Agreement

- i. Any government body or not-for-profit organization that owns publically-accessible lands within the area identified as the "Study Area" or its immediate surroundings, including for the purposes of the protection of natural systems, provision of green space, or as park lands, and that agrees to the Vision and Mission of the EcoPark System, may request to become a Party to this Agreement. A request to accede to this Agreement must be made in writing to the Chair of the Governing Council. The Governing Council will decide whether or not to admit the requesting organization as a Party to this Agreement.
- ii. Approved parties shall sign a written document, agreeing to comply with the terms of this Agreement.
- iii. New Parties to this Agreement shall contribute to the Funding of the Secretariat as specified under Article 5. Contributions, and as specified in Schedule 3 of this Agreement.
- iv. New Parties to this Agreement with annual operating budgets under \$5,000,000 per year shall contribute the amount also contributed by Bruce Trail Conservancy and Hamilton Naturalists Club. New Parties to this Agreement with annual operating budgets of \$5,000,000 per year or more shall contribute the same amount as per the other Parties to this agreement.

14. Termination

- i. Any Party may terminate its involvement in this Agreement upon 90 days notice submitted in writing to the Governing Council. Any Party that becomes insolvent and/or ceases operations will no longer be a Party to this Agreement, with immediate effect.
- ii. This Agreement will be terminated upon written request of at least two thirds of the Parties. Unless otherwise specified, the termination will take effect 90 days from the date of the request.
- iii. The termination of this Agreement will not affect any other agreements or obligations entered into by any of the Parties which are separate and apart from the subject matter of this Agreement or are meant to survive the termination of this Agreement.

15. Insurance

- i. The Parties acknowledge that some of the Parties are self-insured. In any event, and at all times, the Parties, with the exception of the Hamilton Naturalists' Club, shall ensure and maintain sufficient insurance coverage for general commercial liability in the amount not less than \$5,000,000.00 per occurrence. The Hamilton Naturalists' Club shall ensure and maintain sufficient insurance coverage for general commercial liability in the amount not less than \$2,000,000.00 per occurrence. Each Party will provide a copy of its current insurance certificate to be kept on file by the Secretariat.

16. Privacy and Confidentiality

- i. The Parties acknowledge that during the term of this Agreement, each may have access to confidential information, including but not limited to systems, services or planned services, suppliers, data, financial information, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the other Parties and/or third parties. Confidential Information disclosed by any of the Parties to any other Party, if in written form, shall be marked or identified as confidential at the time of disclosure. If the confidential information is in oral or visual form, it shall be identified as confidential at the time of disclosure and shall be subsequently designated as such by way of a written memorandum sent to the recipient of the confidential information within 30 days following the disclosure.

Each Party receiving confidential information shall not disclose the confidential information to any third party or use the confidential information for any purpose other than for fulfilling its obligations under this Agreement. Each Party shall use at least the same standard of care in protecting the confidential information of other Parties as it uses in protecting its own information of a similar nature but, in any event, no less than a reasonable standard of care. The receiving Party may disclose the confidential information only to its employees, directors, officers, agents, students and consultants who have a need to know the confidential information for the purpose of fulfilling the Party's obligations under this Agreement, and who are bound by substantially the same obligations as the Party with respect to the confidential information.

- ii. Notwithstanding the foregoing or any other provision of this Agreement, the Parties acknowledge that some Parties are subject to privacy legislation, including the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario), and accordingly, any information which is collected by those Parties is subject to the rights and safeguards provided for in the privacy legislation.

17. Limitation

Nothing in this Agreement shall oblige any Party to enter into any other agreement.

Memorandum of Understanding Regarding the Cootes to Escarpment EcoPark System (2016-2021)

IN WITNESS WHEREOF the Parties have signed this Agreement with an effective date of June 20, 2016.

THE BRUCE TRAIL CONSERVANCY

Per _____
Beth Gilhespy
Executive Director

Date

CITY OF BURLINGTON

Per _____
James Ridge
City Manager

Date

THE REGIONAL MUNICIPALITY OF HALTON

Per _____
Ron Glenn
Director of Planning Services and Chief Planning Official

Date

THE HALTON REGION CONSERVATION AUTHORITY

Per _____
[To be announced]

Date

CITY OF HAMILTON

Per _____
Chris Murray
City Manager

Date

Memorandum of Understanding Regarding the Cootes to Escarpment EcoPark System (2016-2021)

HAMILTON REGION CONSERVATION AUTHORITY

Per _____
Chris Firth-Eagland
Chief Administrative Officer

Date

HAMILTON NATURALISTS' CLUB

Per _____
Maggie Sims
President

Date

McMASTER UNIVERSITY

Per _____
Patrick Deane
President and Vice-Chancellor

Date

ROYAL BOTANICAL GARDENS

Per _____
Mark Runciman
Chief Executive Officer

Date

Memorandum of Understanding Regarding the Cootes to Escarpment EcoPark System

Schedule 1 – Governing Council Terms of Reference

Cootes to Escarpment EcoPark System
Terms of Reference for the Governing Council v. 1.0, dated June 20, 2013

1. Background/Context

The Cootes to Escarpment EcoPark System (CEPS) is a collaborative initiative among ten local government, academic and non-government organization partners (the Partners) to protect, enhance and connect more than 2,000 hectares of natural lands in the Hamilton-Burlington area. The Partners include the Bruce Trail Conservancy, the City of Burlington, Conservation Halton, the Regional Municipality of Halton, the City of Hamilton, the Hamilton Conservation Authority, the Hamilton Harbour Remedial Action Plan, the Hamilton Naturalists' Club, McMaster University, and Royal Botanical Gardens.

In 2010 the partners agreed on a vision and set of strategic directions to follow to establish the EcoPark System. Both the vision and the strategy are outlined in the *Cootes to Escarpment Park System Conservation and Land Management Strategy*, dated October 2009 (the Phase II Report). As part of the strategy it was determined that a governance structure would be needed to provide a framework for joint decision-making and accountability for implementing key actions.

The governance structure for the CEPS is shown in Figure 2. As illustrated, the structure consists of a Governing Council, a Management Committee, and a Secretariat Office. Under this model the Governing Council provides oversight and strategic governance, the Management Committee provides tactical level management, and the Secretariat office will lead and coordinate EcoPark System activities.

2. Purpose of Terms of Reference

These Terms of Reference define the role of the CEPS Governing Council (the Governing Council) in advancing the vision and objectives of the CEPS strategy and the scope of its responsibilities. These Terms of Reference also include rules relating to the Governing Council's membership and the decision-making procedures it will follow.

3. Function of the Governing Council

The function of the Governing Council is to advance the vision and objectives of the Cootes to Escarpment EcoPark System:

VISION

Our vision for the Cootes to Escarpment EcoPark System is that it will be known internationally as a protected, permanent and connected natural lands sanctuary from the Harbour to the Escarpment that promotes ecosystem and human health within Ontario's Greenbelt.

The Governing Council is realizing this vision by pursuing its mission:

MISSION

Our mission will be to collaboratively continue preserving and enhancing the natural lands of the Cootes to Escarpment EcoPark System using a sustainable approach that balances natural ecosystem health with responsible human appreciation and activities to achieve the vision.

Memorandum of Understanding Regarding the Cootes to Escarpment EcoPark System Page 14 of 26
Schedule 1 – Governing Council Terms of Reference

4. Role of the Governing Council

The Governing Council provides leadership for implementing the Cootes to Escarpment EcoPark System and related initiatives. It has authority for decisions concerning governance and strategic planning, matters with legal and significant financial implications, and any other matters identified by the Governing Council at its discretion.

The Governing Council will provide leadership and decision-making to, *inter alia*:

- Protect natural and cultural heritage features within the Cootes to Escarpment EcoPark System;
- Support the growth of the Cootes to Escarpment EcoPark System through land securement initiatives;
- Develop a centralized strategic marketing and communication process;
- Develop, promote and implement stewardship programs appropriate to all land owners within the region to provide additional protection for Cootes to Escarpment EcoPark System lands;
- Build strong relationships with key stakeholders and communities to address common park and open space issues and interests; and
- Work together to provide an interconnected system of trails and educational, research and recreational opportunities.

The Governing Council will not assume or supersede the legal rights or responsibilities of individual land owners, including individual Parties, to protect, restore and manage natural lands in the Cootes to Escarpment EcoPark System.

5. Governing Council Membership

Each agency and organization that is a Party to the *Memorandum of Understanding Regarding the Cootes to Escarpment EcoPark System* may appoint one regular member to the Governing Council. An alternate should also be appointed, who can substitute for the regular member when he/she is not available to participate in the Governing Council. The Hamilton Harbour Remedial Action Plan Office may appoint one non-voting member to sit on the Council.

Each Governing Council member shall be in a position to readily obtain authorization from his or her home organization as required to make decisions and commitments on behalf of that organization, including, *inter alia*, decisions with financial, human resources and legal implications.

Each Party will determine the mechanisms and processes by which Governing Council matters and decisions are taken through its internal organizational and decision-making structure, including to its Board or Council.

The Governing Council shall be comprised of:

- a. Executive Officers, including the Chair and Vice Chair; and
- b. General Members

Unless otherwise specified by his or her organization, each Governing Council member will serve for the term of this Agreement or five years, whichever is less.

Memorandum of Understanding Regarding the Cootes to Escarpment EcoPark System
Schedule 1 – Governing Council Terms of Reference

6. Responsibilities of Executive Officers

The Governing Council members will elect from among their number a Chair and Vice-Chair, which will form the Executive. Executive officers serve a term of one year and are elected at the final Governing Council meeting each year, to serve for the subsequent year.

The Chair will preside at meetings of the Governing Council and assist in reaching consensus on fundamental issues of concern. It shall be the duty of the Chair, with respect to any meetings over which he/she presides, to:

- Preserve order and decide all questions of order;
- Receive and submit to a vote all motions presented by the members of the Council where consensus cannot otherwise be achieved in accordance with section 9 (voting) below;
- Announce the results of the vote for any motions so presented;
- Decline to put to a vote motions which infringe upon the rules of procedure, or which are beyond the jurisdiction of the Council;
- Enforce on all occasions the observance of order and decorum among the members;
- Adjourn the meeting when business is concluded;
- Represent and support the Council, declaring its will and implicitly obeying its decisions in all things; and
- Perform other duties when directed to do so by resolution of the Council.

The Vice-Chair will carry out the activities of Chair when the Chair is not available. The EcoPark System Coordinator will be responsible for preparing an annual schedule of meetings, distributing meeting agendas and meeting minutes and maintaining copies of official Governing Council documents. Between meetings, the Executive collectively will provide leadership and guidance on matters related to governance and/or with legal or financial implications.

7. Responsibilities of Regular Members of the Governing Council

The responsibilities of the individual members of the Governing Council include:

- a. Attend and actively participate at all meetings;
- b. Consider ideas and issues raised;
- c. Work with other members to attempt to reach consensus on decisions before the Governing Council;
- d. Ensure the requirements of stakeholders are met;
- e. Help balance conflicting priorities and resources;
- f. Provide guidance to the Management Committee, Secretariat Office and users of the project's outputs;
- g. Review the progress of the project; and
- h. Adhere to these Terms of Reference.

8. Consensus

Consensus is a core value of the Governing Council. To promote consensus, the Chair must work to ensure that Governing Council members consider all views and objections, and endeavour to resolve them, whether these views and objections are expressed by the active participants of the Governing Council or by others (including but not limited to user groups, stakeholders, land owners or the general public).

Memorandum of Understanding Regarding the Cootes to Escarpment EcoPark System
Schedule 1 – Governing Council Terms of Reference

The Chair has the role of assessing consensus within the Governing Council. Any dissenting views should be noted in the Chair's report.

Any Governing Council member who would like to formally object to a Governing Council decision should articulate the reasons for his or her objection and propose changes that would remove the objection.

9. Voting

The Governing Council should only conduct a vote to approve or reject a proposition after the Chair has determined that all available means of reaching consensus through discussion and compromise have failed, and that a vote is necessary to break a deadlock. In this case the Chair must record the following in the minutes of the meeting:

- An explanation of the issue being voted on
- The decision to conduct a vote to resolve the issue
- Each member and his or her vote
- The outcome of the vote
- Any formal objections

An exception to this process is the election of Executive Officers of the Governing Council.

Each Party represented on the Governing Council has one vote, including the Chair, even when the organization is represented by more than one participant at the meeting (such as when Alternates may be present for information purposes). The representative from the Hamilton Harbour Remedial Action Plan office does not have a vote.

Propositions to be decided by vote will be considered approved if voted for by a simple majority of Governing Council members present, to be taken as 50% plus one. A vote on a proposition that results in a tie shall be deemed to have rejected the proposition.

10. Meetings

The EcoPark System Coordinator will prepare an annual schedule of regular meetings of the Governing Council, to be held at times and places agreed to by the members. The Chair may call special meetings to be held at times and places as may be determined by the Governing Council. Members may attend meetings via teleconference with the approval of the Chair.

Minutes of meetings shall record decisions made, factors considered, and information presented during the meeting. They will also include action items as a reminder to Governing Council members. Minutes of previous meetings shall be approved as part of the agenda.

The Chair may invite an individual or individuals with a particular expertise or interest to attend a meeting on an exceptional basis. Such persons will be deemed guests and will not have voting rights.

11. Quorum

A quorum shall consist of a simple majority (50% plus one) of Governing Council members being present in person, by teleconference or by proxy at a meeting. If the quorum is not present for any meeting of the Governing Council within 15 minutes of the time fixed for the commencement of the

Memorandum of Understanding Regarding the Cootes to Escarpment EcoPark System
Schedule 1 – Governing Council Terms of Reference

meeting, the meeting will be cancelled and rescheduled. If a quorum is not present at a meeting in progress, then no decisions can be made by the Governing Council during that part of the meeting conducted without quorum present. Matters of information may be received during parts of the meeting conducted without quorum present and issues forwarded to a subsequent meeting for decisions.

12. Maintenance and Refinement of Terms of Reference

These Terms of Reference should be maintained by the Governing Council with support of CEPS Secretariat Office staff and be reviewed biannually, or as need arises, by the Governing Council to see if changes are required. Any changes to the approved Terms of Reference should be circulated to the Parties, through their respective members, for their information. Only the Governing Council may approve changes to the Terms of Reference.

13. Declaration of Interest

At the beginning of every meeting of the Governing Council, members must declare any conflicts of interest, real or potential, that they have with items for discussion at the meeting. The Chair will determine whether a member with a conflict of interest must recuse himself or herself from discussion of the item in question, or decision-making with respect to that item.

14. Confidentiality

All Parties acknowledge that while participating in the Governing Council, each may have access to confidential information, including but not limited to systems, services or planned services, suppliers, data, financial information, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the other Parties. Confidential Information disclosed by any of the Parties to any other Party, if in written form, shall be marked or identified as confidential at the time of disclosure. If the confidential information is in oral or visual form, it shall be identified as confidential at the time of disclosure and shall subsequently be designated as such by way of a written memorandum sent to the recipient of the confidential information within 30 days following the disclosure.

Each Party receiving confidential information shall not disclose the confidential information to any third party or use the confidential information for any purpose other than for fulfilling its obligations under these Terms of Reference. Each Party shall use at least the same standard of care in protecting the confidential information of other Parties as it uses in protecting its own information of a similar nature but, in any event, no less than a reasonable standard of care. The receiving Party may disclose the confidential information only to its employees, directors, officers, agents, students and consultants who have a need to know the confidential information for the purpose of fulfilling the Party's obligations under these Terms of Reference, and who are bound by substantially the same obligations as the Party with respect to the confidential information.

15. Governing Council Records

Staff from the CEPS Secretariat Office will co-ordinate and retain Governing Council records including Agendas, Minutes, Annual Reports and Work Plans.

Memorandum of Understanding Regarding the Cootes to Escarpment EcoPark System

Schedule 1 – Governing Council Terms of Reference

16. Public Communications from the Governing Council

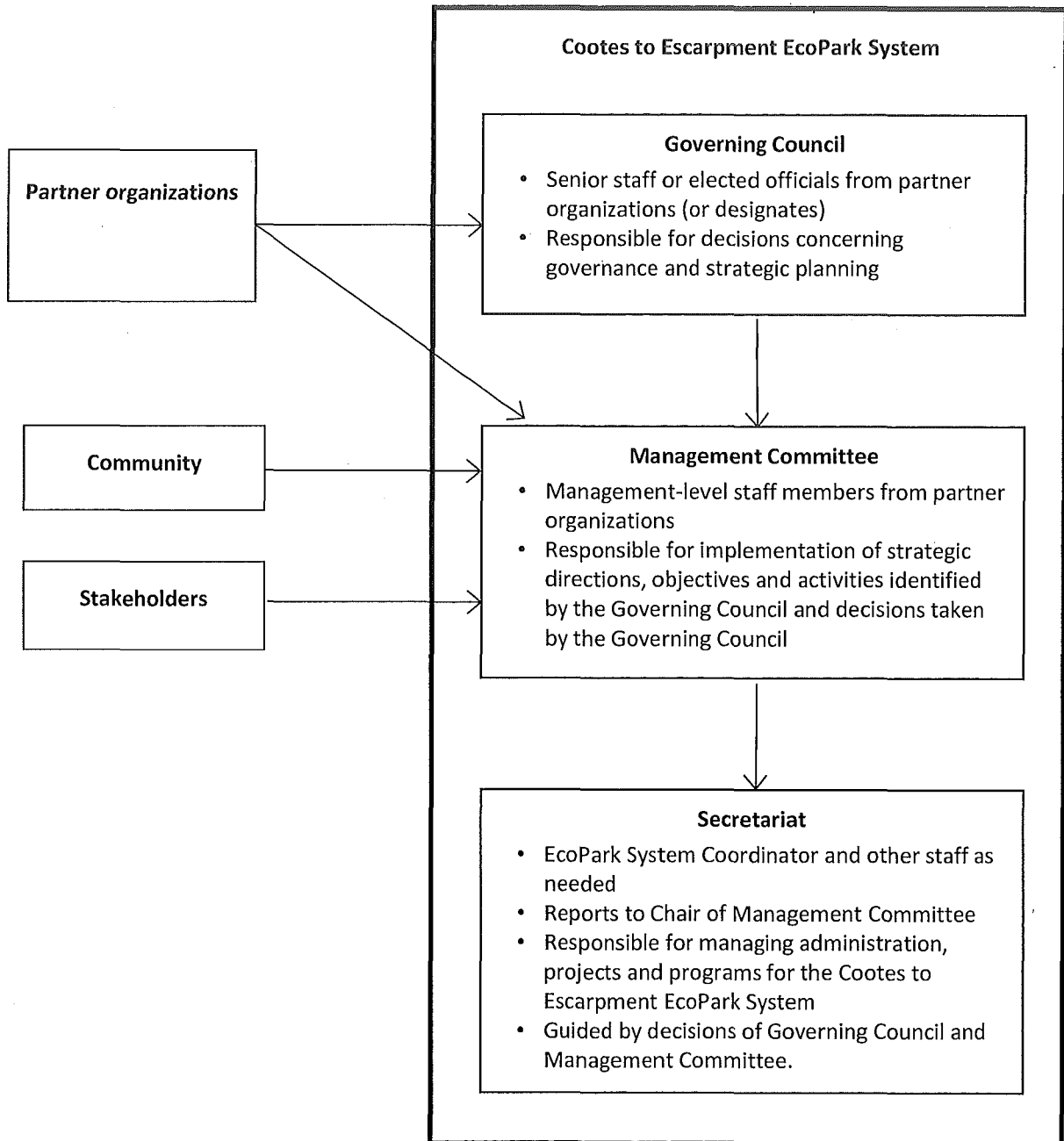
When appearing before the public on behalf of the Governing Council, Governing Council Members shall present the Governing Council 's official position on a particular matter. This does not apply when a Governing Council Member appears before the public and clearly indicates that he/she is appearing on behalf of another organization or as a citizen-at-large and not in his/ her capacity as a member of the Governing Council.

Only statements, positions or opinions that have been authorized by the Governing Council through specific direction shall be released publicly as the Governing Council's positions.

The Governing Council shall not declare that its position is the official position of a Partner's Board/Council unless there is specific authorization in place from that respective Partner's Board/Council to do so.

Schedule 1 – Governing Council Terms of Reference

Figure 2: Governance Structure



Memorandum of Understanding articulates responsibilities and relationships among the Parties.

Cootes to Escarpment EcoPark System
Terms of Reference for the Management Committee v. 1.0, dated June 20, 2013

1. Background/Context

The Cootes to Escarpment EcoPark System (CEPS) Project is a collaborative initiative among ten local government, academic and non-government organization partners (the Partners) to protect, enhance and connect more than 2,000 hectares of natural lands in the Hamilton-Burlington area. The Partners include the Bruce Trail Conservancy, the City of Burlington, Conservation Halton, The Regional Municipality of Halton, the City of Hamilton, the Hamilton Conservation Authority, the Hamilton Harbour Remedial Action Plan, the Hamilton Naturalists' Club, McMaster University and Royal Botanical Gardens.

In 2010 the partners agreed on a vision and set of strategic directions to follow to establish the EcoPark System. Both the vision and the strategy are outlined in the *Cootes to Escarpment Park System Conservation and Land Management Strategy*, dated October 2009 (the Phase II Report). As part of the strategy it was determined that a governance structure would be needed to provide a framework for joint decision-making and accountability for implementing key actions.

The governance structure for the CEPS is shown in Figure 2. As illustrated, the structure consists a Governing Council, a Management Committee, and a Secretariat Office. Under this model the Governing Council provides oversight and strategic governance, the Management Committee provides tactical level management, and the Secretariat office will lead and coordinate EcoPark System activities.

2. Purpose of Terms of Reference

These Terms of Reference define the role of the CEPS Management Committee (the Management Committee) in advancing the vision and objectives of the CEPS strategy and the scope of its responsibilities. These Terms of Reference also include rules relating to the Management Committee's membership and the decision-making procedures it will follow.

3. Function of the Management Committee

The function of the Management Committee is to advance the vision and objectives of the Cootes to Escarpment EcoPark System:

VISION

Our vision for the Cootes to Escarpment EcoPark System is that it will be known internationally as a protected, permanent and connected natural lands sanctuary from the Harbour to the Escarpment that promotes ecosystem and human health within Ontario's Greenbelt.

The Management Committee is realizing this vision by pursuing its mission:

MISSION

Our mission will be to collaboratively continue preserving and enhancing the natural lands of the Cootes to Escarpment EcoPark System using a sustainable approach that balances natural ecosystem health with responsible human appreciation and activities to achieve the vision.

Memorandum of Understanding Regarding the Cootes to Escarpment EcoPark System Page 21 of 26
Schedule 2 – Management Committee Terms of Reference

4. Role of the Management Committee

The Management Committee provides tactical leadership for implementing Cootes to Escarpment EcoPark System and related initiatives and for implementing the strategic direction and decisions determined by the Governing Council. It has authority for decisions concerning specific projects and initiatives, except for matters with significant legal and financial implications, in which case they will be referred to the Governing Council. The Management Committee provides direction to Cootes to Escarpment EcoPark System staff including the EcoPark System Coordinator.

The Management Committee will provide leadership and decision-making to, *inter alia*,

- Protect natural and cultural heritage features within the Cootes to Escarpment EcoPark System;
- Support the growth of the Cootes to Escarpment EcoPark System through land securement initiatives;
- Develop a centralized strategic marketing and communication process;
- Develop, promote and implement stewardship programs appropriate to all land owners within the region to provide additional protection for Cootes to Escarpment EcoPark System lands;
- Build strong relationships with key stakeholders and communities to address common park and open space issues and interests; and
- Work together to provide an interconnected system of trails and educational, research and recreational opportunities.

The Management Committee will not assume or supersede the legal rights or responsibilities of individual land owners, including individual Parties, to protect, restore and manage natural lands in the Cootes to Escarpment EcoPark System.

5. Management Committee Membership

Each agency and organization that is a Party to the *Memorandum of Understanding Regarding the Cootes to Escarpment EcoPark System* may appoint one regular member to the Management Committee. An alternate should also be appointed, who can substitute for the regular member when he/she is not available to participate in the Management Committee. The Hamilton Harbour Remedial Action Plan Office may appoint one non-voting member to sit on the Committee.

Each Party will determine the mechanisms and processes by which Management Committee matters and decisions are taken through its internal organizational and decision-making structure, including to its Board or Council.

The Management Committee shall be comprised of:

- a. Executive Officers, including the Chair and Vice Chair; and
- b. General Members

Unless otherwise specified by his or her organization, each Management Committee member will serve for the term of this Agreement or five years, whichever is less.

Memorandum of Understanding Regarding the Cootes to Escarpment EcoPark System
Schedule 2 – Management Committee Terms of Reference
Page 22 of 26

6. Responsibilities of the Executive Officers

The Management Committee members will elect from among their number a Chair and Vice-Chair, which will form the Executive. Executive officers serve a term of one year and are elected at the final Management Committee meeting each year, to serve for the subsequent year.

The Chair will preside at meetings of the Management Committee. The Vice-Chair will carry out the activities of Chair when the Chair is not available. The EcoPark System Coordinator will be responsible for preparing an annual schedule of meetings, distributing meeting agendas and meeting minutes and for maintaining copies of official Management Committee documents. Between meetings, the Executive collectively will provide leadership and guidance on matters under the Management Committee's purview.

7. Responsibilities of Regular Members of the Management Committee

The responsibilities of the individual members of the Management Committee include:

- Attend and actively participate at all meetings;
- Consider ideas and issues raised;
- Work with other members to attempt to reach consensus on decisions before the Management Committee;
- Ensure the requirements of stakeholders are met;
- Help balance conflicting priorities and resources;
- Provide support to the Governing Council and guidance to the Secretariat Office and users of the project's outputs;
- Review the progress of the project; and
- Adhere to these Terms of Reference.

8. Subcommittees

The Management Committee may choose to establish sub-committees for particular purposes. Sub-committees shall include at least one Management Committee member, and may include other staff of the Parties, stakeholders, or community members with appropriate expertise and interest to participate. A sub-committee should have clearly identified objectives, terms of reference and expected duration before being established. Dissolution of Subcommittees may occur at any time should the Governing Council or Management Committee consider dissolution to be appropriate.

9. Consensus

Consensus is a core value of the Management Committee. To promote consensus, the Chair must work to ensure that Management Committee members consider all views and objections, and endeavour to resolve them, whether these views and objections are expressed by the active participants of the Management Committee or by others (including but not limited to user groups, stakeholders, land owners or the general public).

The Chair has the role of assessing consensus within the Management Committee. The Parties may be required to provide direction and approval on specific issues. Any dissenting views should be noted in the Chair's report.

Memorandum of Understanding Regarding the Cootes to Escarpment EcoPark System Page 23 of 26

Schedule 2 – Management Committee Terms of Reference

Any Management Committee member who would like to formally object to a Management Committee decision should articulate the reasons for his or her objection and propose changes that would remove the objection.

10. Voting

The Management Committee should only conduct a vote to approve or reject a proposition after the Chair has determined that all available means of reaching consensus through discussion and compromise have failed, and that a vote is necessary to break a deadlock. In this case the Chair must record the following in the minutes of the meeting:

- An explanation of the issue being voted on
- The decision to conduct a vote to resolve the issue
- Each member and his or her vote
- The outcome of the vote
- Any formal objections

An exception to this process is the election of Executive Officers of the Management Committee.

Each Party represented on the Management Committee has one vote, including the Chair, even when the organization is represented by more than one participant at the meeting (such as when Alternates may be present for information purposes). The representative from the Hamilton Harbour Remedial Action Plan Office does not have a vote.

Propositions to be decided by vote will be considered approved if voted for by a simple majority of Management Committee members present, to be taken as 50% plus one. A vote on a proposition that results in a tie shall be deemed to have rejected the proposition.

11. Meetings

The EcoPark System Coordinator will prepare an annual schedule of regular meetings of the Management Committee, to be held at times and places agreed to by the members. The Chair may call special meetings to be held at times and places as may be determined by the Management Committee. *Members may attend meetings via teleconference with the approval of the Chair.*

Minutes of meetings shall record decisions made, factors considered, and information presented during the meeting. They will also include action items as a reminder to Management Committee members. Minutes of previous meetings shall be approved as part of the agenda.

The Chair may invite an individual or individuals with a particular expertise or interest to attend a meeting on an exceptional basis. Such persons will be deemed guests and will not have voting rights.

12. Quorum

A quorum shall consist of a simple majority (50% plus one) of Management Committee members being present in person, by teleconference or by proxy at a meeting. If the quorum is not present for any meeting of the Management Committee within 15 minutes of the time fixed for the commencement of the meeting, the meeting will be cancelled and rescheduled. If a quorum is not present at a meeting in progress, then no decisions can be made by the Management Committee during that part of the

Memorandum of Understanding Regarding the Cootes to Escarpment EcoPark System Page 24 of 26
Schedule 2 – Management Committee Terms of Reference

meeting conducted without quorum present. Matters of information may be received during parts of the meeting conducted without quorum present and issues forwarded to a subsequent meeting for decisions.

13. Maintenance and Refinement of Terms of Reference

These Terms of Reference should be maintained by the Management Committee with support of CEPS Secretariat Office staff and be reviewed biannually, or as need arises, by the Management Committee to see if changes are required. Any changes to the approved Terms of Reference should be circulated to the Parties, through their respective members, for their information. Only the Governing Council may approve changes to the Terms of Reference.

14. Declaration of interest

At the beginning of every meeting of the Management Committee, members must declare any conflicts of interest, real or potential, that they have with items for discussion at the meeting. The Chair will determine whether a member with a conflict of interest must recuse himself or herself from discussion of the item in question, or decision-making with respect to that item.

15. Confidentiality

All Parties acknowledge that while participating in the Management Committee, each may have access to confidential information, including but not limited to systems, services or planned services, suppliers, data, financial information, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the other Parties or third parties. Confidential Information disclosed by any of the Parties to any other Party, if in written form, shall be marked or identified as confidential at the time of disclosure. If the confidential information is in oral or visual form, it shall be identified as confidential at the time of disclosure and shall subsequently be designated as such by way of a written memorandum sent to the recipient of the confidential information within 30 days following the disclosure.

Each Party receiving confidential information shall not disclose the confidential information to any third party or use the confidential information for any purpose other than for fulfilling its obligations under these Terms of Reference. Each Party shall use at least the same standard of care in protecting the confidential information of other Parties as it uses in protecting its own information of a similar nature but, in any event, no less than a reasonable standard of care. The receiving Party may disclose the confidential information only to its employees, directors, officers, agents, students and consultants who have a need to know the confidential information for the purpose of fulfilling the Party's obligations under these Terms of Reference, and who are bound by substantially the same obligations as the Party with respect to the confidential information.

17. Management Committee Records

Staff from the CEPS Secretariat Office will co-ordinate and retain Management Committee records including Agendas, Minutes, Subcommittee Reports, Annual Reports and Work Plans. Records relating to legal, financial, human resource or land securement matters may be considered confidential.

Memorandum of Understanding Regarding the Cootes to Escarpment EcoPark System Page 25 of 26
Schedule 2 – Management Committee Terms of Reference

18. Public Communications from the Management Committee

When appearing before the public on behalf of the Management Committee, Management Committee Members shall present the Governing Council's official position on a particular matter. This does not apply when a Management Committee Member appears before the public and clearly indicates that he/she is appearing on behalf of another organization or as a citizen-at-large and not in his/ her capacity as a member of the Management Committee.

Only statements, positions or opinions that have been authorized by the Governing Council through specific direction shall be released publicly as the Governing Council's positions.

Memorandum of Understanding Regarding the Cootes to Escarpment EcoPark System
Schedule 3 – Financial Contributions

Schedule 3: Financial Contributions to the Secretariat, 2016-2021.

Financial Contributions from Parties: 2016 - 2020						
	2016	2017	2018	2019	2020	Total
Bruce Trail Conservancy	1,122	1,144	1,167	1,191	1,214	5,839
City of Burlington	15,708	16,022	16,343	16,669	17,003	81,745
City of Hamilton	15,708	16,022	16,343	16,669	17,003	81,745
Conservation Halton	15,708	16,022	16,343	16,669	17,003	81,745
Halton Region	15,708	16,022	16,343	16,669	17,003	81,745
Hamilton Conservation Authority	15,708	16,022	16,343	16,669	17,003	81,745
Hamilton Naturalists' Club	1,122	1,144	1,167	1,191	1,214	5,835
McMaster University	15,708	16,022	16,343	16,669	17,003	81,745
Royal Botanical Gardens	15,708	16,022	16,343	16,669	17,003	81,745
TOTAL CONTRIBUTIONS	112,200	114,444	116,733	119,068	121,449	583,893

Note: all figures are adjusted for 2% inflation per year.

Secretariat Operating Budget 2016 – 2020						
	2016	2017	2018	2019	2020	Total
<u>Secretariat Staff Salaries & Benefits</u>						
EcoPark System Coordinator	71,400	72,828	74,285	75,770	77,286	371,568
MERCs (17.72% of salary)	12,652	12,905	13,163	13,426	13,695	65,842
Subtotal: Human Resources Costs	84,052	85,733	87,448	89,197	90,981	437,410
<u>Operating Expenses</u>						
Operating Expenses for Stewardship	2,700	2,754	2,809	2,865	2,923	14,051
Office supplies, postage	5,000	5,100	5,202	5,306	5,412	26,020
Communications materials	2,600	2,652	2,705	2,759	2,814	13,531
Web Site Management Costs	1,600	1,632	1,665	1,698	1,732	8,326
Computer Costs (replacement every 3 years)	4,000	4,080	4,162	4,245	4,330	20,816
Meeting Expenses	3,500	3,570	3,641	3,714	3,789	18,214
Travel and Conference Expenses	6,000	6,120	6,242	6,367	6,495	31,224
Finance and Administration (RBG Payment)	2,748	2,803	2,859	2,916	2,975	14,301
Subtotal: Operating expenses	28,148	28,711	29,285	29,871	30,468	146,483
TOTAL CONTRIBUTIONS	112,200	114,444	116,733	119,068	121,449	583,893

Note: all figures are adjusted for 2% inflation per year.