

**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.



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.

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

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

## 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.

#### 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.

## 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).

**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



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.

Schedule 1 – Governing Council Terms of Reference

**16. Public Communications from the Governing Council**

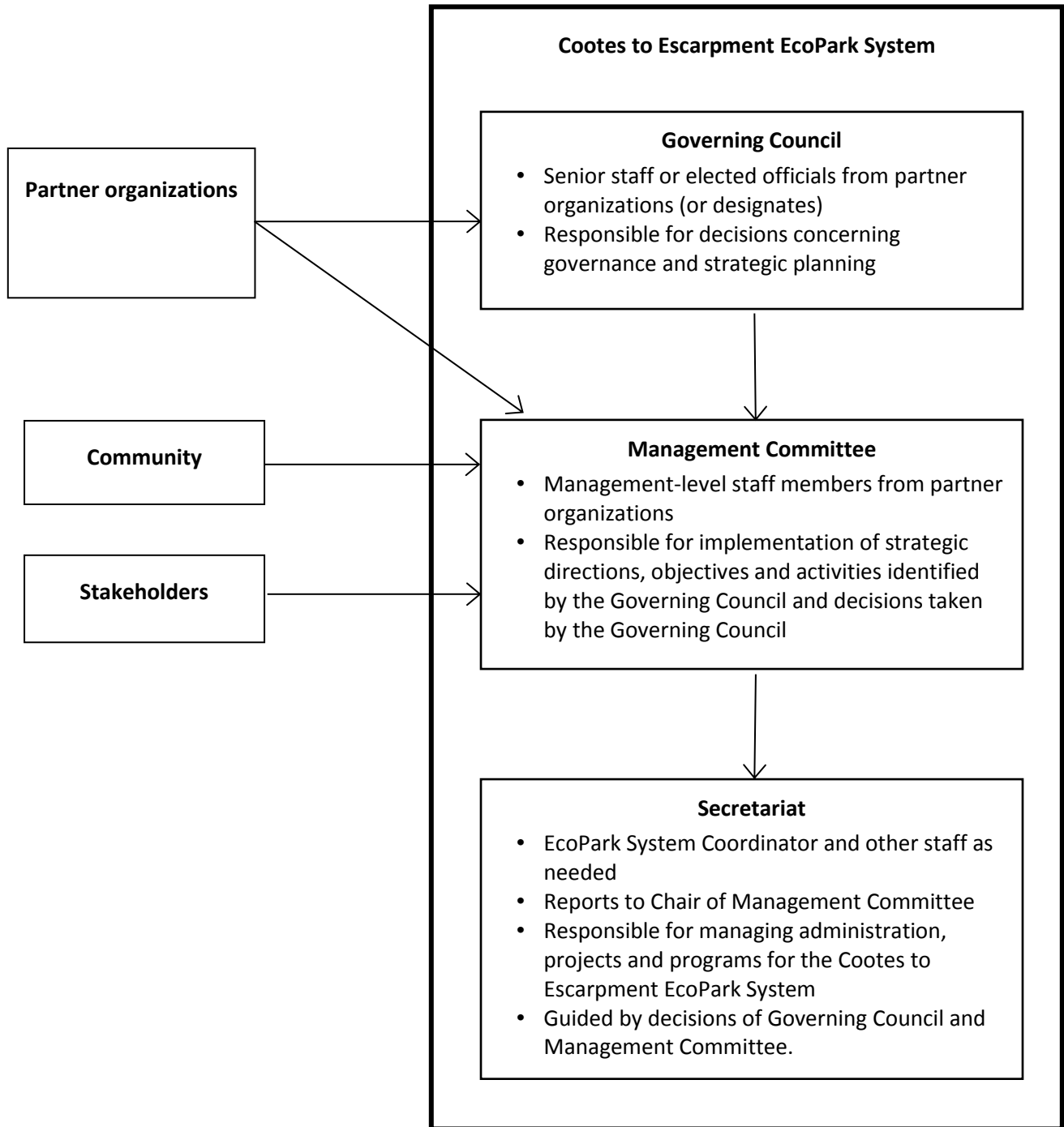
When appearing before the public on behalf of the Governing Council, Governing Council Members shall present the Governing Council 's official position on a particular matter. This does not apply when a Governing Council Member appears before the public and clearly indicates that he/she is appearing 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.

#### 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.

## 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.

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

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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.



**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
<b>TOTAL CONTRIBUTIONS</b>	<b>112,200</b>	<b>114,444</b>	<b>116,733</b>	<b>119,068</b>	<b>121,449</b>	<b>583,893</b>

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 &amp; 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
<b>TOTAL CONTRIBUTIONS</b>	<b>112,200</b>	<b>114,444</b>	<b>116,733</b>	<b>119,068</b>	<b>121,449</b>	<b>583,893</b>

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