

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2014-56

By-law Authorizing the Application, Waiver and Acknowledgement Agreement
between the Corporation of the Town of Amherstburg and Her Majesty the Queen

WHEREAS under Section 8 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

AND WHEREAS under Section 9(1) (a) and (b) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Council of the Town of Amherstburg deems it expedient to enter into an Application, Waiver and Acknowledgement Agreement for a period of three (3) days commencing on the 30th day of June and ending on the 2nd day of July, 2014 for the Canada Day Celebrations at Fort Malden National Historic Site;

NOW THEREFORE the Council of the Corporation of the Town of Amherstburg enacts as follows:

1. That the Council of The Corporation of the Town of Amherstburg agrees to enter into the Application, Waiver and Acknowledgement Agreement as attached hereto as Schedule "A" to this By-law.
2. That the Mayor and Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of Town of Amherstburg.
3. This By-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and finally passed this 23rd day of June, 2014.



MAYOR - WAYNE HURST



DEPUTY CLERK - PAULA PARKER

THIS LICENCE OF OCCUPATION made this day of , 2014

BETWEEN:

HER MAJESTY THE QUEEN, in right of Canada, represented herein by the Minister of the Environment for the purposes of the Parks Canada Agency, ("Her Majesty"),

OF THE FIRST PART,

AND:

THE CORPORATION OF THE TOWN OF AMHERSTBURG a body corporate duly incorporated under the laws of the Province of Ontario as a not for profit organization, ("Licensee")

OF THE SECOND PART.

WITNESS that in consideration of the fees, covenants and agreements herein reserved and contained on the part of the Licensee to be paid, observed, performed and kept, Her Majesty hereby gives permission to the Licensee to use and occupy on a non-exclusive basis for the purpose hereinafter mentioned and subject to the terms and conditions hereinafter contained, all that certain parcel or tract of land and premises situate, lying and Fort Malden National Historic Site of Canada, in the Province of Ontario, and being composed of: all that certain parcel of land as shown hatched in black on the site plan annexed hereto and forming part hereof as Schedule "A", ("Land") and for the period of three (3) days commencing on the 30th day of June, 2014 and ending on the 2nd day of July, 2014 ("Period");

The Licensee shall pay unto Her Majesty at the office of the Superintendent, the following licence fee in the amount of \$100.00 ("Licence Fee"). The Licensee shall pay the Licence fee on the date of execution of this Licence.

ARTICLE 1.00 DEFINITIONS

1.01 In this Licence of Occupation:

- (a) "Applicable Environmental Law" means:
 - (i) all applicable statutes and regulations, and all by-laws, declarations, directives, plans, approvals, requirements, guidelines, standards and orders made pursuant thereto by any competent authority concerned with the analysis of environmental impacts, protection or remediation, health, chemical use, safety or sanitation; and
 - (ii) the applicable common law.
- (b) "Contaminant" means:
 - (i) any pollutant or toxic, dangerous or hazardous substance or material as defined, listed, prohibited, controlled, or regulated by Applicable Environmental Law or any other formulation intended to define, list, prohibit, control, regulate or classify substances by reason of deleterious or harmful or potentially deleterious or potentially harmful properties such as ignitability, corrosivity, reactivity, radioactivity, or toxicity; or
 - (ii) any substance that when released in to the natural environment causes or is likely to cause harm, adverse impact, damage or degradation to, or impairment of, or the use of the environment, risk to or an adverse effect on human safety or health, injure or materially discomfort any person, or the normal conduct of business;

- (c) "Licence" means this Licence of Occupation;
- (d) "Minister" means the Minister of the Environment or such Minister designated by the Governor in Council as the Minister for the purposes of the *Parks Canada Agency Act*, or any person authorized to act in that behalf;
- (e) "Parks Canada Agency" means the Parks Canada Agency, a body corporate established under section 3 of the *Parks Canada Agency Act*, S.C. 1998, c.31;
- (f) "Site" means the Fort Malden National Historic Site of Canada;
- (g) "Structures" means any buildings, erections, fixtures and improvements existing on or under the Land from time to time; and
- (h) "Superintendent" means the Superintendent of the Site or any person authorized to act in that behalf.

1.02 Any reference in this Licence to a statute, regulation, by-law, declaration, directive, policy, approval, requirement, standard or order means the statute, regulation, by-law, declaration, directive, policy, approval, requirement, standard or order now in force, as it may be amended, revised, consolidated or substituted from time to time.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

ARTICLE 2.00 USE OF LAND

- 2.01 (a) The Licensee acknowledges and agrees that it is a condition upon which this Licence is granted that the Land shall be used only for the purpose of the Annual Canada Day Celebration and its associated activities, to a maximum of 7000 people and shall include food and beverage services and all in accordance with applicable Site plans and guidelines.
 - (b) The Licensee shall obtain all permits, licences and authorizations required under all applicable statutes and all regulations thereunder;
 - (c) The Licensee shall comply with, and the terms of this Licence shall be subject to, all applicable statutes and all regulations thereunder; and
 - (d) The Licensee covenants and agrees to comply with all of the terms and conditions contained in Schedule "B" titled "Operational Requirements" annexed hereto and forming part hereof.
- 2.02 The Licensee shall not create or permit or suffer any act or thing on the Land which is a nuisance.
- 2.03 The Licensee shall not cause, permit or allow the commission of any waste on or in the Land.
- 2.04 The Licensee shall, at its own expense, collect and dispose of all garbage resulting from the use and occupation of the Land, in a manner satisfactory to the Superintendent.
- 2.05 The Licensee shall observe fire and safety precautions and shall comply fully with the instructions of the Superintendent in relation thereto.

ARTICLE 3.00 ACCEPTANCE AND EXCEPTIONS

- 3.01 The Licensee covenants and agrees that:
- (a) it has inspected the Land including any Structures or has caused it to be inspected on its behalf;
 - (b) it has entered into this Licence on reliance on that inspection and not on reliance on any representation, whether oral, written or implied, by whomsoever made;
 - (c) it will accept the Land in the condition existing on the date of this Licence on an "as is" basis, notwithstanding the existence of any Contaminant, known or unknown, on, in or under the Land;

- (d) it has satisfied itself of everything and of every condition affecting the Land and any Structures including the environmental condition of same; and
 - (e) that the use of the Land shall be consistent with the environmental condition of the Land.
- 3.02 This Licence operates solely as a licence and does not transfer any exclusive possessory right or interest to the Licensee.
- 3.03 The Licensee acknowledges and agrees that Her Majesty may issue other licences of occupation with respect to the Land, or any portion thereof, or use the Land for Site purposes.
- 3.04 The Licensee shall permit Her Majesty, Her officers, servants, agents, contractors, franchisees and the public at large to pass freely at all times over the Land.
- 3.05 The Licensee shall give immediate notice to the Superintendent if evidence of archaeological resources are encountered during any activity whatsoever on the Land, and await the Superintendent's written instructions before proceeding with the activity on the Land.
- 3.06 The Licensee acknowledges and agrees that all archaeological resources in, on or under the Land are the property of Her Majesty.

ARTICLE 4.00 TAXES AND OTHER CHARGES

- 4.01 The Licensee covenants and agrees to pay, in addition to the Licence Fee, all applicable taxes, rates, duties, assessments, levies, fees or other impositions whatsoever charged upon the Land in relation to the Licensee's use of the Land or upon the Licensee in respect thereof.

ARTICLE 5.00 ENVIRONMENTAL PROTECTION

- 5.01 The Licensee covenants and agrees that all activities on the Land shall be conducted in compliance with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law.
- 5.02 The Licensee covenants and agrees that:
- (a) it shall implement and comply with any specifications, mitigative measures and any environmental protection measures from the analysis of environmental impacts done in accordance with any Applicable Environmental Law, and any applicable policies, directives and procedures acceptable to the Minister. Such specifications, mitigative measures and environmental protection measures dated the 10th day of June 2014 attached hereto and forming part hereof as Schedule "C" shall become covenants which form part of the Licence;
 - (b) any required analysis of environmental impacts relating to its physical works and activities on the Land shall be conducted in accordance analysis of environmental impacts regulations made thereunder, and any applicable policies, directives and procedures acceptable to the Minister; and
 - (c) it shall implement and comply with any specifications, mitigative measures and environmental protection measures as set forth in any analysis of environmental impacts referred to in (b), and shall become covenants which form part of this Licence.
- 5.03 The Licensee covenants and agrees to ensure that no Contaminant shall be used, emitted, discharged, stored or disposed of except in strict compliance with Applicable Environmental Law and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law. The Licensee shall implement and comply with any specifications, mitigative measures and environmental protection measures as required by the Minister regarding the use, emission, discharge, storage or disposal of any Contaminant. Such specifications, mitigative measures and

environmental protection measures shall become covenants which form part of this Licence.

- 5.04 The Licensee covenants and agrees to provide the Minister with written notice of any anticipated or actual adverse environmental impacts attributable to the use of the Land immediately upon discovery by the Licensee, and if the Minister considers remedial action to be necessary, the Licensee hereby agrees to undertake remedial action immediately using the appropriate technology, design or repair to the satisfaction of the Minister and pay the costs of such remedial action. Furthermore, the Licensee agrees that all such remedial action shall be undertaken in accordance with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law, and in a manner so as to minimize any impact on the Land and elsewhere.
- 5.05 The Licensee covenants and agrees that should the Licensee fail to take any mitigative measures required by the Minister as set forth in Article 5.02 and 5.03, or fail to commence and diligently complete the remedial action required in Article 5.04, the Minister may, upon written notice to the Licensee, carry out the specifications, complete the required mitigative measures or remedial action and charge the costs thereof, including reasonable costs for administration, to the Licensee, and such costs will constitute a debt due and owing to Her Majesty and shall be payable upon demand.

ARTICLE 6.00 SUBMISSION OF PLANS AND SPECIFICATIONS

- 6.01 The Licensee shall submit plans and specifications for any construction, additions and alterations to the Land including any Structures for the approval of the Superintendent, in accordance with but not limited to the current development review process, site management plans, community plans, by-laws, guidelines, approvals, requirements, standards, orders, directives, zoning and such other regulations that are applicable to the Land and such other requirements specified by the Superintendent.

ARTICLE 7.00 ALIENATION

- 7.01 The Licensee shall not, at law or otherwise, assign, transfer, sublicense or otherwise alienate this Licence or any of the rights hereunder.

ARTICLE 8.00 LIABILITY AND INDEMNITY

- 8.01 The Licensee shall not have any claim or demand against Her Majesty or any of Her servants, agents and all those for whom Her Majesty is responsible at law, for detriment, damage, accident or injury of any nature whatsoever or howsoever caused to the Land or to any person or property thereon, except in the case of the negligence of Her Majesty, Her servants, agents and all those for whom Her Majesty is responsible at law.
- 8.02 The Licensee shall at all times indemnify and save harmless Her Majesty or any of Her servants, agents and all those for whom Her Majesty is responsible at law, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to:
- (a) the Licensee's use of the Land or the use of the Land by all those for whom the Licensee is responsible at law; or
 - (b) any action taken or things done or maintained by virtue thereof, or the exercise in any manner of rights or fulfilment of any obligations arising hereunder.

ARTICLE 9.00 INSURANCE

- 9.01 The Licensee covenants and agrees that:
- (a) during the Period, it shall, at its sole expense, obtain and maintain general liability insurance in such amounts and on such terms as a prudent operator should maintain. Such insurance will provide that Her Majesty is named as an additional insured and shall include coverage for bodily injury, including death, to any person, as well as the loss of

or damage to any property, to the extent that liability for these things is connected with the Licensee's use of the Land. Furthermore, the Licensee shall increase the amount of such insurance and obtain such additional coverage as the Superintendent may from time to time require, based on the prevailing limits and coverages for the type of land use described in Article 2.01 (a);

- (b) the insurance referred to in (a) shall:
 - (i) be issued by an insurance company or companies which would be satisfactory to the Superintendent and shall provide for a minimum of thirty (30) days notice in writing by such company or companies to the Licensee and to Her Majesty of cancellation or amendment of such insurance;
 - (ii) shall contain a waiver of any subrogation rights the Licensee's insurers may have against Her Majesty and against those for whom Her Majesty is responsible at law except in the case of negligence of Her Majesty, Her servants and agents and all those for whom Her Majesty is responsible at law;
 - (iii) provide for cross liability, that is to say, that the insurance shall indemnify each named insured and each additional insured in the same manner as though separate policies were issued in respect of any action brought against any of the insureds by any other insured;
- (c) it shall not do or omit to do or allow anything to be done or omitted to be done on the Land which will in any way impair or invalidate such insurance referred to herein.

ARTICLE 10.00 REMOVAL OF IMPROVEMENTS

- 10.01 Upon expiration or termination of this Licence, the Licensee shall sever and remove all Structures from the Land. If the Licensee fails to remove all Structures within thirty (30) days of the expiration or termination of this Licence, the Superintendent may remove the Structures and charge the costs thereof, including reasonable costs for administration, to the Licensee and such costs shall constitute a debt due and owing to Her Majesty and shall be payable upon demand.
- 10.02 Subsequent to the removal of all Structures in accordance with this Article, the Licensee shall immediately rehabilitate the Land, at its expense, in accordance with instructions from the Superintendent and to the satisfaction of the Superintendent. If the Licensee fails to comply with this Article then the Superintendent may rehabilitate the Land and charge the costs thereof, including reasonable costs for administration, to the Licensee, and such costs shall constitute a debt due and owing to Her Majesty and shall be payable upon demand.

ARTICLE 11.00 CONDITION OF THE LAND UPON EXPIRATION OR TERMINATION

- 11.01 The Licensee covenants and agrees that upon expiration or termination of this Licence, the Licensee shall at its own cost:
 - (a) complete an analysis of environmental impacts as required by any Applicable Environmental Law and regulations made thereunder, and by any applicable policies, directives and procedures acceptable to the Minister;
 - (b) remove any or all Structures from the Land;
 - (c) clean up the Land in respect to all Contaminant in accordance with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law;
 - (d) leave the Land free from all garbage and debris;
 - (e) restore the land to a good state of maintenance and repair,all to the satisfaction of the Superintendent in his sole discretion.

- 11.02 If the Licensee fails to comply with the provisions of Article 11.01, the Minister may, upon written notice to the Licensee, complete the obligations of the Licensee and charge the costs thereof, including reasonable costs for administration, to the Licensee and such costs shall constitute a debt due and owing to Her Majesty and shall be payable upon demand.

ARTICLE 12.00 OFFICIAL LANGUAGES

- 12.01 The Licensee shall endeavour to provide services to the public in both official languages of Canada and to ensure that signs, notices and printed materials used for the purpose of informing the public are written in both official languages, and the Licensee will upon the request of the Superintendent obtain the approval of the Superintendent prior to their being displayed or distributed.

ARTICLE 13.00 MISCELLANEOUS

- 13.01 Any notice, request or other communication required by or affecting this Licence may be served upon the parties hereto by sending it by mail, facsimile or other electronic message which provide a hard copy, postage or charges prepaid addressed to:

- (a) in the case of Her Majesty;

Minister of the Environment
c/o the Superintendent of Southwestern Ontario
Fort Malden National Historic Site
Parks Canada Agency
P.O. Box 38
Amherstburg, Ontario
N9V 2Z2

and

- (b) in the case of the Licensee;

the Licensee's last known address, or to the Land itself, or by leaving it at that address, or by personally serving it upon the party referred to therein.

Any notice addressed by mail to Her Majesty or to the Licensee pursuant to this Article will be deemed to have been effectively given on the seventh (7th) business day following the date of mailing. Such addresses may be changed from time to time by either party giving notice as provided herein. In the event of any disruption of postal service, notices will be personally served upon the parties hereto.

- 13.02 The failure of Her Majesty to require the fulfilment of any obligation of the Licensee, or to exercise any rights herein contained shall not constitute a waiver or acquiescence or surrender of those obligations or rights.
- 13.03 The parties hereto specifically covenant and agree that no partnership, joint venture or any agency relationship is created or intended to be created between Her Majesty and the Licensee pursuant to this Licence. The only relationship is that of licensor and licensee.
- 13.04 No exercise of any specific right or remedy of Her Majesty shall prejudice or preclude Her Majesty from exercising any other right or remedy provided by this Licence or allowed at law or in equity. No right or remedy provided to Her Majesty by this Licence or at law or in equity shall be exclusive or dependent upon any other such right or remedy, and Her Majesty may, from time to time, exercise any one or more such rights or remedies independently or in combination.
- 13.05 The captions and headings throughout this Licence are inserted for convenience of reference only and are not intended to describe, define or limit the scope, extent or intent of this

Licence, or any provision thereof.

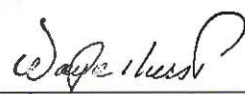
13.06 Where there is more than one Licensee, all covenants and other provisions herein contained shall be construed as being joint and several, and when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

13.07 This Licence constitutes the entire agreement between the Licensee and Her Majesty with respect to the subject matter of this Licence. There are no collateral warranties or agreements.

IN WITNESS WHEREOF, Field Unit Superintendent, Southwestern Ontario, Parks Canada Agency, on behalf of Her Majesty has hereunto set his hand and seal and The Corporation of the Town of Amherstburg has hereunto affixed its corporate seal attested to by its proper signing officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)
by the Field Unit Superintendent,)
Southwestern Ontario)
Parks Canada Agency, on behalf of)
Her Majesty, in the presence of:)

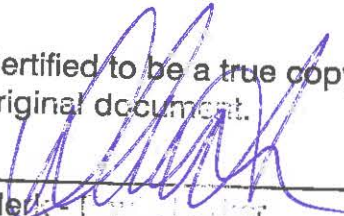
_____)
)
) Field Unit Superintendent, Southwestern
) Ontario
Witness -)

SEALED, DELIVERED AND ATTESTED TO)
by _____)
) 
) Name: **WAYNE HURST**
) Title: **MAYOR**
) I have authority to bind the corporation.

and

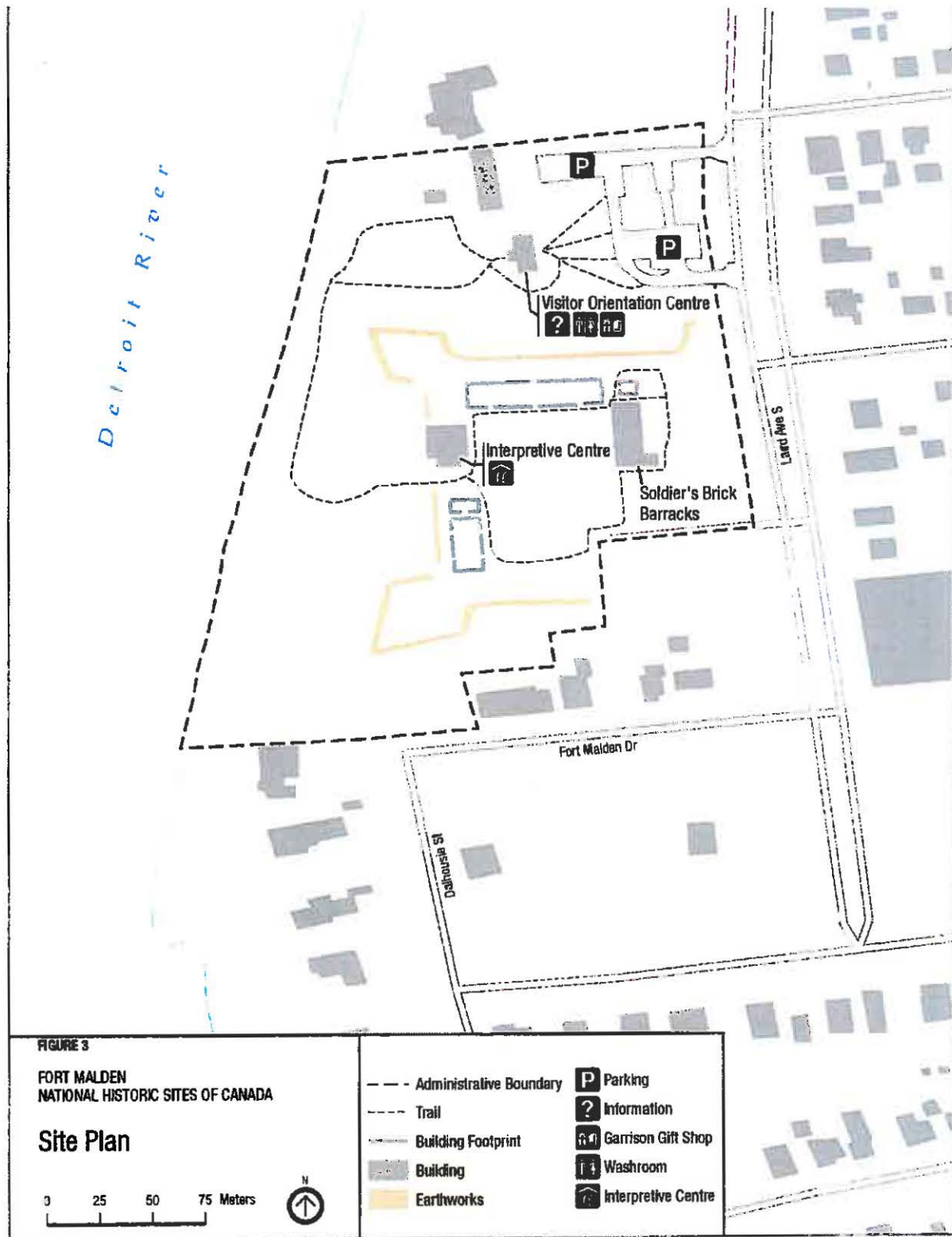
by _____)
) 
) Name: **PAULA PARKER**
) Title: **CLERK**
) I have authority to bind the corporation.

Certified to be a true copy of the original document.



Clerk
Town of Amherstburg

**SCHEDULE "A"
SITE PLAN**



SCHEDULE "B"
OPERATIONAL REQUIREMENTS

- 1) The Licensee will have access to Room 3 of the Barrack building located on the grounds of Fort Malden National Historic Site of Canada as follows:
 - a) June 30, 2014 Set-up Time: 12:00 pm - 9:00 pm
 - b) July 1, 2014 Event Time: 8:00 am - 12:00 am
 - c) July 2, 2014 Take-down: 8:00 am - 12:00 pm
- 2) The Licensee will be given and sign for a key which will be returned immediately after the event. Under no circumstances is the key to be reproduced or given to anyone other than the individual signing for it.
- 3) The Licensee will be responsible for the provision and cost of portable toilets and will ensure that their installation and removal are completed in accordance with the proper procedures. The Licensee shall ensure that one of the portable toilets be handicapped accessible and the location of the portable toilets shall be approved by the Site Manager or their designate.
- 4) The Licensee will most carefully observe and maintain all rules and practices of public safety and security customary to a public event of this nature. The said rules will include, but, are not limited to the following:
 - a) All matters relating to fees and licences required by all levels of government (Example -- SOCAN, Re:Sound, Liquor Licences, etc.);
 - b) No alcohol is to be brought or consumed on Site;
 - c) An Ambulance station is to be set up on the Site grounds;
 - d) No signs are to be erected on Site without the prior approval of the Site manager or their designate;
 - e) Spectators for the event will use only the designated parking areas; and
 - f) The rights of Site visitors may not be violated or impeded by the licensee, their volunteers or the operation of the event.
- 5) Ensure that the grounds of the Site are left in the same condition as upon arrival and will ensure that all litter is appropriately disposed of.

SCHEDULE "C"
BASIC IMPACT ANALYSIS



Basic Impact Analysis

2014 Special Events

Fort Malden National Historic Site

June 10, 2014



**Parks
Canada**

**Parcs
Canada**

Canada

**1. PROJECT TITLE**

2014 Special Events at Fort Malden National Historic Site

2. PROJECT LOCATION

Fort Malden National Historic Site of Canada

3. PROJECT SITE(S)

Fort Malden National Historic Site, Town of Amherstburg, Ontario

4. PROPONENT

Parks Canada Agency in partnership with the Town of Amherstburg, Gibson Gallery, and Shores of Erie International Wine Festival Committee

5. PROPONENT CONTACT INFORMATION

Alisha Campbell

Visitor Experience Team Leader III for Fort Malden National Historic Site

Woodside National Historic Site

528 Wellington St. N, Kitchener, ON, N2H 5L5

519-571-5684 ext. 26

alisha.campbell@pc.gc.ca

6. PROJECT DATES

Planned commencement: 2014-06-10

Planned completion: 2014-10-31

7. INTERNAL PROJECT FILE #

FMANHS-2014-02

8. PROJECT DESCRIPTION

Three special events are being planned for the 2014 operating season at the National Historic Site (NHS):

- 1) **Canada Day Celebrations** – Parks Canada will be issuing a licence of occupation to the Town of Amherstburg to enable them to host Canada Day Celebrations on the grounds of Fort Malden National Historic Site. The project involves a concert, food and beverage sales, provision of portable washrooms and fireworks. The event will be held on July 1st with set up taking place on June 30th and take down on July 2nd.
- 2) **Art by the River** – Parks Canada will be issuing a licence of occupation with the Gibson Gallery to enable them to host their annual Art by the River event on the grounds of Fort Malden National Historic Site. The project involves hosting 135 artists and artisans from Essex County and across Ontario, and requires portable washrooms, multiple tent locations for vendors, and food and beverage sales.
- 3) **Shores of Erie International Wine Festival** – Parks Canada will be issuing a licence of occupation to the Shores of Erie International Wine Festival Committee to enable them to host a wine festival on the grounds of Fort Malden National Historic Site. The project involves a concert, food, beverage, and merchandise sales, provision of portable washroom facilities, and temporary placement of snow fencing along the shore to ensure public safety. The event will be held over four days, plus the time required setting up and taking down the staging, vendor booths, etc.



A range of activities associated with project components will be assessed with a particular focus on:

- i) Site Preparation
 - Equipment / Crew Transportation
 - Equipment Storage
 - Parking
 - Set up of Temporary Staging, Fencing, Tents, etc.
 - Installation of Portable Washrooms
 - Prepare Stands / Promotional Displays
 - Set up of Waste Facilities, Waste Generation, and Waste Removal
 - Installation / Use of Generators
 - Set up / Use of Sound / Lighting Equipment / Fireworks

- ii) Special Events
 - Equipment / Crew Transportation
 - Equipment Storage
 - Parking
 - Food Preparation, Sales, and Clean up
 - Merchandise Sales
 - Waste Generation and Removal
 - Use of Generators
 - Use of Sound / Lighting Equipment
 - Special Event (Concert, Wine Tasting, Fireworks, etc.)

- iii) Site Restoration
 - Equipment / Crew Transportation
 - Equipment Storage
 - Parking
 - Dismantle Temporary Staging, Fencing, Tents, etc.
 - Removal of Portable Washrooms
 - Remove Stands / Promotional Displays
 - Removal of Waste Facilities and Wastes
 - Removal of Generators
 - Removal of Sound / Lighting Equipment

9. VALUED COMPONENTS LIKELY TO BE AFFECTED

Fort Malden National Historic Site is located on Laird Avenue in the Town of Amherstburg, Essex County, Ontario. The site encompasses 4.75 hectares of land. The physical landscape is manicured, consisting mostly of grassed areas with a few trees and paved pedestrian walkways. A sloping rock revetment composed of graded quarry rock and large armour rock was installed along the site's entire river front in 2005.

A search of the Biotics Web Explorer confirmed that no new species at risk (SAR) have been found at the site since an ecological survey of the site was conducted in 2006 (Parks Canada 2013). Of the 160 plant species identified on site, 61% are non-native, of which many are horticultural species. No plant SAR were identified. Of the 22 species of birds observed at



the site, twelve were likely summer breeders and three were likely year-round residences. The eastern foxsnake (*Pantherophis gloydi pop. 2*), which is present on the site, is federally listed as an endangered SAR. This snake is also listed provincially, and the Province of Ontario has completed a recovery strategy. Since this species is fairly elusive, it is likely to take shelter away from crowds. Interactions with foxsnakes are not anticipated.

Level I cultural resources on the site include the historic place (elements of the first and second fortifications), the men's brick barracks, moveable resources (divided into the "old" collection and "Parks Canada" collection), and archaeological resources dating back from the founding of the Fort in 1796 to the end of the War of 1812 and Border Raids of 1837-38. Level II cultural resources include Hough House (Interpretation Centre), museum (Visitor Orientation Centre), Pensioner Cottage, Commissariat Office, and the relocated barracks that are located north of the Fort on Laird Avenue. The remains of Fort Covington, Elliot Residence, and Indian Council House are also Level II cultural resources.

The following environmental components are likely to be affected as a result of these special events:

- Air (Quality and Noise Exposure)
- Soil (Quality and Drainage)
- Ground Water (Quality)
- Surface Water (Quality)
- Land Resources
- Flora
- Fauna
- Cultural Resources
- Visitor Experience and Socio-economic Aspects
- Public Health and Safety

10. EFFECTS ANALYSIS

The following potential environmental effects have been identified in association with each valued environmental impact:

Air Quality

- Increased greenhouse gas emissions from people traveling to and from the special events as well as from equipment (i.e. generators, refrigerators, vehicles, firework smoke, etc.) used during the events

Noise Exposure

- Increased noise may affect peace and enjoyment of properties by some nearby community residents
- Increased noise may distract from the site's historic atmosphere
- Noise may disturb wildlife

Soil Drainage

- Soil compaction resulting in reduced water / soil infiltration rates, erosion from rain

Soil Quality, Water Quality

- Soil / water contamination from accidental fuel / oil leak or spill
- Soil / water contamination from accidental spill / leak of human waste and / or odour control chemicals
- Soil / water contamination from food waste water / refuse



Land Resources

- Refuse from the events adds to waste generation and ultimately consumes more landfill space

Flora

- Trampling / destruction of vegetation associated with project activities such as equipment / crew transportation, parking, and people attending the events
- Potential damage to flora in case of accidental spill (e.g. fuel, oil, odour control chemicals, human waste)

Fauna

- Noise and human presence may disrupt wildlife in the area
- Potential disturbance to species using rock revetment as habitat while erecting temporary snow fence
- Potential damage to fauna in the case of accidental spill (e.g. fuel, oil, odour control chemicals, human waste)

Cultural Resources

- Potential damage to in-situ cultural resources and buildings from equipment / crew transportation and parking
- Potential damage to in-situ cultural resources and buildings from temporary staging, tables, and fencing

Visitor Experience and Socio-economic Aspects

- Noise may distract from site's historic atmosphere
- Visitors will have limited access to the sites during the events
- Increased traffic makes travel more difficult for community residents
- Increased noise (i.e. from visitors, music, fireworks, etc.) may affect peace and enjoyment of property by some community residents

Public Health and Safety

- Increased public safety risk due to activities associated with the events (e.g. staging, proximity to water, increased number of people on-site, consumption of alcoholic beverages on-site, equipment / crew transportation, use of fireworks, etc.)

11. MITIGATION MEASURES

Air Quality

- Vehicles must not idle while parked

Noise Exposure

- Reduce volume on sound equipment during visitor hours
- Must comply with Town of Amherstburg Noise By-Law





Soil Drainage

- Access routes used to and from the special events areas must be pre-approved by Parks Canada
- Promptly return property to its natural state and to the satisfaction of the Site Superintendent

Soil Quality, Water Quality

- Rapid response to any spill is required
- Storage of hazardous materials must comply with the *Canadian Environmental Protection Act*
- Environmental emergency response plan and appropriate containment, spill kit, and clean up equipment are required on-site
- Procedures for proper installation and removal of portable washroom facilities must be followed
- Proper disposal of waste water in designated areas under the direction of Parks Canada staff

Land Resources

- All waste should be separated properly into paper (cardboard), recyclables, and regular refuse for disposal
- Provide and label waste-separation / recycling containers for use during the events
- Encourage the use of reusable / recyclable food service packaging and serving materials

Flora

- Provide plan detailing proposed use of NHS for review by Parks Canada
- Promptly return property to its natural state
- Provide security procedures to keep participants in designated special event areas
- Access routes to and from the special events must be preapproved by Parks Canada

Fauna

- Provide plan detailing proposed use of NHS for review by Parks Canada
- Notify Parks Canada staff immediately of any problem wildlife encounters
- Feeding, enticement, or harassment of wildlife is prohibited
- Any materials which may pose a hazard to wildlife must be stored in secured buildings or containers
- Temporary snow fencing must be erected in soil, above the high water mark
- Temporary snow fencing must be of a design that will prevent snakes from becoming entangled in the structure
- Those attending / working the events must be made aware of potential presence of eastern foxsnakes and that it is illegal to harass or harm them
- Disseminating education / stewardship information regarding the eastern foxsnake during the events is encouraged
- Must drive slowly on-site, while watching for snakes, in order to avoid causing accidental harm to them
- Any snake sightings should be recorded [e.g. species (if known), date, location, distinguishing features, etc.] and submitted to Parks Canada

Cultural Resources

- Provide plan detailing proposed use of NHS for review by Parks Canada



- Provide security procedures to keep participants in designated special event areas
- Access routes used to and from the special event areas must be pre-approved by Parks Canada
- Location of temporary structures must avoid sensitive areas (e.g. bastions) as indicated by Parks Canada staff
- Excavation of any sort is prohibited
- Special events equipment must be stored at a location approved by Parks Canada
- Vehicles will not be permitted in sensitive archaeological areas as indicated by a Parks Canada Archaeologist

Visitor Experience and Socio-economic Aspects

- Reduce volume on sound equipment during visitor hours
- Hold special events after visitor hours whenever possible
- Must comply with the Town of Amherstburg Noise By-Law
- Ensure adequate Parks Canada staff, security, Amherstburg Police Service, and/or Emergency Medical Services (EMS) are in place to deal with any visitor or public concerns or issues

Public Health and Safety

- All activities must be in compliance with the *Occupational Health and Safety Act* and *Canada Labour Code*
- Structures, equipment, etc., located within the NHS must be made safe (barricaded, signed, etc.)
- Rescue capability (e.g. accident in or near water) and/or emergency protocols for all events are to be submitted by the Licence of Occupation holder to Parks Canada prior to the event date. Ensure local EMS is notified of events and fireworks are set up, stored, and used according to associated hazardous materials handling / storage and *National Fire Code of Canada* legislation/regulations

12. CONSIDERATION OF THE NEED FOR PUBLIC PARTICIPATION & ABORIGINAL CONSULTATION

12 a) Indicate whether opportunity for public participation should be offered:

No Yes

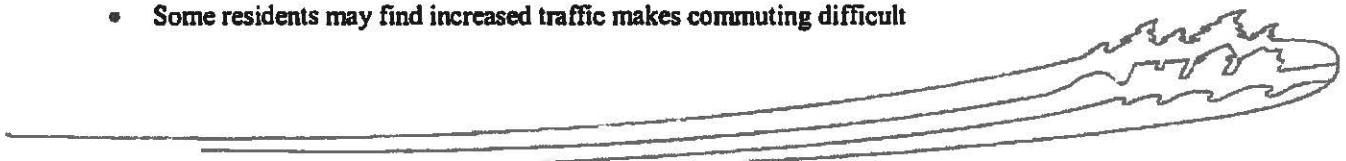
12 b) Indicate whether there is a requirement for Aboriginal Consultation in relation to project impacts:

No Yes

13. EFFECT SIGNIFICANCE

Following the application of mitigation, residual effects for commemorative integrity or the natural environment are not expected to be significant. Positive residual effects to the provision of meaningful visitor experiences are anticipated.

- Minor short-term disruption of vegetation
- Minor disruption of wildlife
- Possibly some increase in sediment concentration of surface runoff
- Some landfill space used for waste disposal
- Possibly some residual soil / water contamination from accidental spill
- Some visitors may find events detract from site's historic atmosphere
- Some residents may find increased traffic makes commuting difficult





- Some people may be deprived of peace and enjoyment of their properties by NHS special events/visitors
- Slight increase in greenhouse gas emissions

14. SITE INSPECTION

- Site inspection required
 Site inspection not required

PCA staff will be working and monitoring these special events to help ensure the mitigation measures of this Basic Impact Analysis (BIA) are enforced, and to handle and note any situations as they arise.

15. SPECIES AT RISK MONITORING

N/A

16. SARA NOTIFICATION

N/A

17. EXPERTS CONSULTED

Department/Agency/Institution: Parks Canada Agency	Date of Request: 2013-15-02
Expert's Name: Gary Allen	Title: Species Conservation Specialist
Contact Information: 613-993-2125 or gary.allen@pc.gc.ca	
Expertise Requested: Whether any Schedule 1 Species at Risk are present on-site	
Response: Noted the potential presence of endangered eastern foxsnakes at Fort Malden NHS and suggested appropriate mitigation measures	

18. REFERENCE LIST

Parks Canada Agency. 2013. Fort Malden National Historic Site Survey from 2006. Biotics Web Explorer Database.

19. ATTACHMENTS LIST

Appendix 1 -- Effects Identification Matrix

20. ADDITIONAL CONSIDERATIONS / COMMENTS

The Canada Day Celebrations since 2000, the Art by the River since 1966, and the Shores of Erie International Wine Festival has run since 2005 without any significant effects or issues.



21. DECISION

Taking into account implementation of mitigation measures outlined in the analysis, the project is:

 X not likely to cause significant adverse environmental effects.

 likely to cause significant adverse environmental effects.

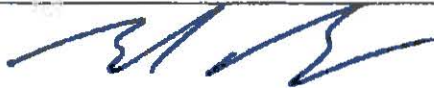
22. SIGNATURES AND APPROVAL

EA Author

Mark Yeates, Environmental Assessment Specialist, National Office

The BIA for the 2013 Special Events at Fort Malden was written by Mark Yeates and updated by Kelly Scott, Environmental Assessment Coordinator at Point Pelee National Park in June 2014.

Decision Approval

Name: Jarred Picher	Date: 2014-06-10
Position: Field Unit Superintendent – Southwestern Ontario	
Signature: 	





Appendix 1: Effects Identification Matrix

EFFECTS IDENTIFICATION MATRIX														
Use the following matrix to identify if your project may have potential impacts on components of the environment		Components of Environment and Mandate Elements Affected by Environmental Change												
		Natural Resources					Cultural Resources		Visitor Experience					
		Air	Soil	Water	Flora	Fauna	Historic Value	Character Defining Elements	Viewscape	Visitor Appreciation & Access	Recreational / Other Opportunities	Public Safety	Unique Character & Connection to Place	
Phases	Examples of Associated Activities													
Project Components	Construction/Preparation	Supply and Storage of Materials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Burning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Clearing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Demolition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Disposal of Waste	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Blasting/Drilling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Dredging	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Drainage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Excavation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Grading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Backfilling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Use of Machinery	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Transport of Materials/Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Building of Fire Breaks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Use of Chemicals	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Set up of Temporary Facilities	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Other...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Operation/Implementation/Decommissioning	Waste Disposal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Wastewater Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Use/Removal of Temporary Facilities	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Use of Chemicals	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Active Fire Stage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Prescribed Burn Clean up	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Planting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Culling		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Vehicle Traffic		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Other...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

LICENCE OF OCCUPATION
BETWEEN
HER MAJESTY THE QUEEN
in right of Canada
AND
THE CORPORATION OF THE TOWN OF AMHERSTBURG

Canada Day Itinerary 2014

8am to 10am Canada D'Eh Registration and Run
8am to 9:30pm Food Court
9am to close Canada Day and Ice Cream Festival Opens

CANADA DAY FESTIVAL ACTIVITIES

10am to 4pm	Community Row	
10am to 4pm	Hourly guided tours of Fort Malden	
10am to 4pm	Black Smith Forge	
10am to 11am	Zumba with Joel	
10:30am	Mini Militia	
11am	Opening Ceremony	
11am	Cannon Firing	
11:30am	Mini Militia	
11:30	Rachel Fitzgerald & Adam Barron	
12:00	Dante Scott	
1 pm to 2 pm	Michael Ure Band	
1:30pm	Mini Militia	
2pm to 2:45pm	Catz Meow Dance Studio	
2:30pm	Mini Militia	
3pm to 4 pm	We Can Be Heroes	
3pm to 3:45pm	Catz Meow Dance Studio	
3:30pm	Mini Militia	
4:30pm	Mini Militia	
2pm to 5pm	Sarah Parks Ponies	
5pm to 7pm	Jen Knight	
7:30pm to 9:00pm	The Fabulous Soul Shakers	Main Band
Dusk	Fireworks	