

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2016-43

By-law authorizing the Licence of Occupation 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 Licence of Occupation Agreement for a period of six (6) days commencing on the 29th day of June and ending on the 4th day of July, 2016 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 Licence of Occupation 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 9th day of May, 2016.


MAYOR – ALDO DICARLO


CLERK – PAULA PARKER

THIS LICENCE OF OCCUPATION made this 10th day of May, 2016

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 being in 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 as follows: commencing on June 29, 2016 and ending on July 4, 2016 ("Period");

The Licensee shall pay unto Her Majesty at the office of the Superintendent, the following licence fee in the amount of One Hundred Dollars (\$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 any 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 of the buildings, erections, structures, 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 10,000 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 1st day of June 2015 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 with any Applicable Environmental Law, 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 of the Licensee's Structures from the Land. If the Licensee fails to remove all of the Licensee's Structures within thirty (30) days of the expiration or termination of this Licence, the Superintendent may remove the Licensee's 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 of the Licensee's 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 the expiration or prior 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 of the Licensee's 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) clean up any Contaminant in, on or under the Land that has migrated from the Land as a result of the Licensee's use of the Land, or the use of the Land by all those for whom the Licensee is responsible at law, in accordance with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law;
- (e) leave the Land free from all garbage and debris; and
- (f) 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 of Canada
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.

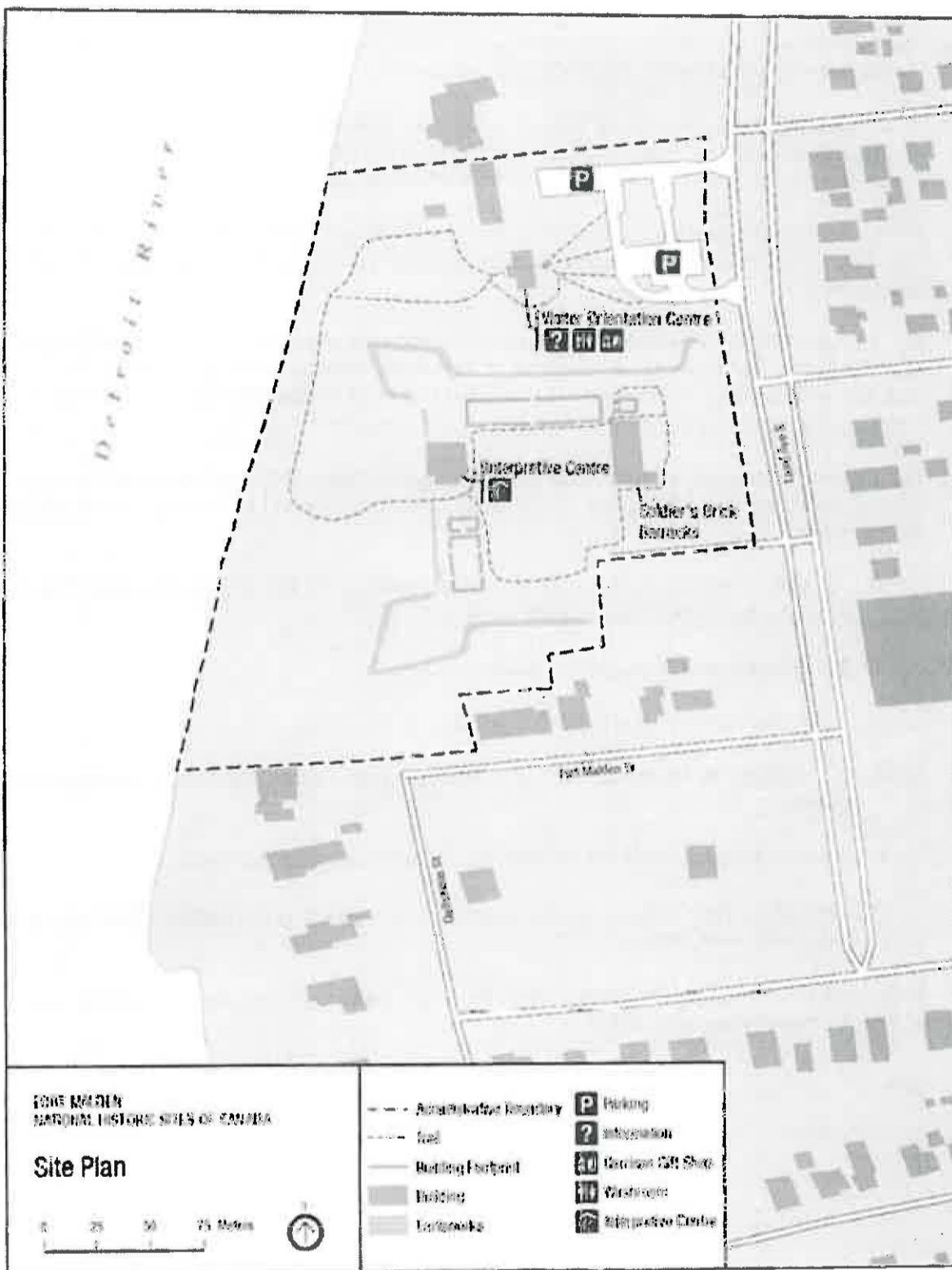
Any notice addressed by mail to Her Majesty or to the Licensee pursuant to this Article will be deemed to have been effectively given on the seventh (7th) business day following the date of mailing. Such addresses may be changed from time to time by either party giving notice as provided herein. In the 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.



**SCHEDULE "A"
SITE PLAN**



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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 29, 2016 Drop off Stage: 12:00 pm - 9:00 pm
 - b) June 30, 2016 Event Set Up: 10:00 pm - 9:00 pm
 - c) July 1, 2016 Event Day: 8:00 am - 12:00 am
 - d) July 2-4, 2016 Event 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.





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Canada

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**SCHEDULE "C"
MITIGATIVE MEASURES**



Parks Canada

**Best Management Practice
for Special Events at the
National Historic Sites**

Southwestern Ontario Field Unit

June 1, 2015

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This Best Management Practice (BMP) allows the following described events, activities, and/or works to be undertaken at the National Historic Sites (NHS) within the Southwestern Ontario Field Unit (SOFU) (Appendix 1). BMPs are pre-determined environmental management and mitigation measures for defined routine, repetitive projects (e.g. culvert replacements), or activities (e.g. erosion control), with well understood and predictable effects. BMPs approved at the field unit level are an acceptable Environmental Impact Analysis (EIA) pathway as they fulfill Parks Canada Agency's (PCA) obligations under CEAA 2012 as a manager of federal land. BMPs may also be used to conform to Parks Canada's *Cultural Resource Management Policy* with respect to the conservation of cultural resources.

The use of this BMP is to be at the discretion of the Environmental Assessment (EA) Officer responsible for the field unit, who may recommend its use or determine if another approval process is required [e.g. basic impact analysis (BIA) or detailed impact analysis (DIA) with additional mitigation measures]. If this BMP is used, then the decision must be recorded in the PCA EA tracking system. Project managers are responsible to ensure all terms and conditions described as mitigation measures within the BMP are strictly adhered to where applicable.

Name of BMP	Special Events at the National Historic Sites within the Southwestern Ontario Field Unit
Scope of Application:	<p>The following special events are addressed in this BMP:</p> <ul style="list-style-type: none"> • Concerts • Sporting and Community Events (including weddings, car shows, etc.) • Filming • Terrestrial Ecotourism • Encampments • Theatrical Performances • Corporate Trade Shows <p>For each of these special events, the following activities are addressed:</p> <ul style="list-style-type: none"> • Set up/maintenance/removal/dismantling of temporary staging/sets/signage/fencing/tents/small-scale above-ground culverts/etc. • Machinery/equipment maintenance/transportation/operation/storage • Preparation/maintenance of the grounds (i.e. mowing grass), and removal of temporary small-scale amounts of above-ground soil/gravel/mulch/geotextile materials to improve grading/site drainage/etc.) • Installation/operation/removal of portable washrooms • Set up/removal of waste/recycle facilities • Preparation/removal of vendor stands/promotional displays • Food preparation/clean-up • Set up/use/removal of generators/sound/lighting/audiovisual equipment • Set up/use/removal of pyrotechnics/special effects/campfires/black powder • Event participants - traffic control, parking, public safety, & security officials • The event - people attending the special event • Generation/disposal of wastes/recyclables produced

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Exceptions:	<p>Any special event that is likely to have an adverse effect on cultural resources. Events that have the potential to adversely affect cultural resources are subject to an assessment of impact of interventions.</p> <p>Any special event that is likely to have an adverse effect, either directly or indirectly, on a species at risk (SAR) and/or its habitat, and/or that would require a permit under the <i>Species at Risk Act</i> (SARA). For the purposes of this document, SAR include:</p> <ul style="list-style-type: none"> • Species identified on the List of Wildlife Species at Risk set out in Schedule 1 of SARA, and the critical habitats or the residences of individuals of that species, as those terms are defined in subsection 2(1) of SARA. • Species that have been recognized as "at risk" by the Committee on the Status of Endangered Wildlife in Canada (COSEWIC), or by provincial authorities. <p>Note: The Field Unit Superintendent or designate may determine at their discretion that a BMP alone may not be sufficient to prevent adverse environmental effects, and recommend a BIA or DIA with additional mitigation measures instead.</p>
Approved Geographic Area of Application:	<p><i>Southwestern Ontario NHS</i> (Appendix 1):</p> <ul style="list-style-type: none"> • Fort Malden • Bois Blanc Island Lighthouse and Blockhouse • Woodside • HMCS Haida • Fort George including Navy Hall, the Agora, and the Commons • Butler's Barracks including the Commons • Fort Mississauga

Potential Key Effects:	<p><i>Components of the environment that may be affected:</i> The project environmental effects will vary depending on the type of special event and its location(s) within the national historic site.</p>
Cultural Resources:	<p>Potential adverse effects to cultural resources, as well as the heritage values of the NHS during the event, which could be as a result of:</p> <ul style="list-style-type: none"> • Trampling/parking/vehicles/temporary facilities/equipment; • Use of cultural resources as supports for signage, and event-related equipment and infrastructure; • Risk of fire to the cultural resources related to the proximate use of electrical and pyrotechnical equipment; • Damage to the landscape and landscape features in the case of an accidental spill of fuel, oil, odour control chemicals, etc.; • Adverse effects to the sense of place for the NHS from the noise, additional equipment and infrastructure, and the large number of people on the site; and • Possible vandalism to exterior and interior (i.e. if they're accessible within buildings during the event) cultural resources. <p>Potential adverse effects to unknown archaeological resources, resulting from:</p> <ul style="list-style-type: none"> ○ trampling/parking/vehicles/temporary facilities/equipment; ○ excavations; or ○ puncturing the ground for the installation of fencing, tent pegs, signage, or other items.
Flora:	<ul style="list-style-type: none"> • Trampling/destruction primarily in the mowed areas; however, small shrubs and trees in the adjacent habitats may also be trampled, harmed from equipment, crew transportation, parking, and people attending the event;



	<ul style="list-style-type: none"> • Vandalism in the form of scarring trees or plants may also occur; • Potential damage to flora in the case of an accidental spill (e.g. fuel, oil, odour control chemicals, human waste, etc.); • Machinery and equipment that are not properly cleaned before going on-site, as well as soil/gravel/mulch materials that are temporarily used for site preparation could potentially introduce invasive and/or exotic seeds to the special event area; and • Potential effects to floral SAR. Federally listed SAR found at Butler's Barrack NHS include the: endangered (END) butternut (<i>Juglans cinerea</i>) and threatened (THR) white wood aster (<i>Eurybia divaricata</i>). These SAR are unlikely to be affected since they are located away from the usual and/or allowable special event areas.
<i>Fauna:</i>	<ul style="list-style-type: none"> • Adverse effects to terrestrial fauna as a result of trampling. This may apply to nesting birds in grassy areas, such as the bobolink (COSEWIC – THR) at Fort George NHS; • Adverse effects to other small animals. Eastern foxsnakes (<i>Elaphe gloydi</i> – END) near the shoreline at Fort Malden NHS and eastern wood pewees [COSEWIC – Special Concern (SC)] in the forest at Butler's Barracks NHS have been observed. These SAR are likely to escape the special event areas; • Adverse effects to small animals nesting, feeding, and/or sheltering around the NHS infrastructure. Chimney swifts (<i>Chaetura pelagica</i> – THR) and barn swallows (<i>Hirundo rustica</i> – COSEWIC: THR) could potentially nest, take shelter, and/or feed around the NHS buildings. The little brown myotis (<i>Myotis lucifugus</i> – END), northern myotis (<i>Myotis septentrionalis</i> – END), and tri-colored bats (<i>Perimyotis subflavus</i> – END) could migrate through, feed, and take shelter around the NHS (i.e. in tree holes, around the buildings, etc.). These animals could be disturbed by nearby special event activities; • Possible effects to plants such as milkweed which are used by monarchs (<i>Danaus plexippus</i> – SC); • Possible effects to aquatic wildlife or fish/mussel SAR [e.g. lake sturgeon (<i>Acipenser fulvescens</i> – COSEWIC: THR) off the shoreline of Fort Malden] adjacent to Fort Malden, Butler's Barracks, Fort George, and Fort Mississauga NHS; • The transportation of machinery/equipment/materials to and from the special event area could result in some road mortality that is associated with all vehicular traffic at the NHS; • Noise and human presence may disrupt wildlife in the area; • Access of wildlife to human food, garbage, and recycling; and • Potential harm to wildlife from chemical use or accidental spill(s) (e.g. odour control chemicals, human waste, and vehicle, generator, and other equipment fuels).
<i>Soil Quality, Drainage, and Erosion</i>	<ul style="list-style-type: none"> • Potential for soil contamination as a result of accidental fuel or oil leaks, human wastes/odour controlling chemicals from accidental spills of portable washrooms, food and vendor waste water, and refuse; and • Potential for adverse effects to soil quality and drainage due to compaction from equipment and machinery, parking on grass, as well as from visitors attending the event.



<i>Surface and Ground Water Quality</i>	<ul style="list-style-type: none"> • Potential to affect surface or ground water as a result of accidental spills from machinery and equipment, portable washrooms, or food and vendor waste water, and refuse; and • Soil compaction may result in reduced water/soil infiltration rates increasing surface runoff and potential siltation to surface water (e.g. in drainage systems during wet weather events).
<i>Visitor Experience and Socio-economics</i>	<ul style="list-style-type: none"> • Potential positive effects to visitor experience may arise as a result of the event. The PCA target markets for the event participants will include youth, as well as new and/or urban Canadians. Attracting or bringing in these target markets will help augment the special event participants' knowledge of the historic site, other NHS within southwestern Ontario, and Parks Canada; • Potential for short-term, negative effects to visitor experience as a result of the event (i.e. temporary changes in the views, reduced access to certain areas in the NHS, noise from the event set-up, operation, and demobilization, and the presence of machinery/equipment/debris/people on-site). Some visitors may feel the type of event detracts from the NHS experience as well as the national historic site's reason for commemoration; • Use of pyrotechnics and other noise may detract visitors from the historical atmosphere, and affect the peace and enjoyment of nearby property owners; • Restrictions to traffic flow or increased traffic in the area could make travel more difficult for NHS visitors as well as community residents (e.g. temporary closures of portions of the NHS and roads); and • Limited services in town available to visitors and/or community residents.
<i>Public Safety</i>	<ul style="list-style-type: none"> • Potential for an increased risk to public safety as a result of a special event (e.g. staging, proximity to water, greater number of people on-site, consumption of alcoholic beverages on-site, equipment/crew transportation, use of pyrotechnics or other special effects, etc.); • There is potential for an increased risk to the public and staff if the event area is not well signed and workers are not wearing personal protective equipment (PPE). The risks to safety increase with the movement and operation of machinery/equipment/materials to and from the work area; possible storage of materials on-site; handling of chemicals (i.e. fuels, etc.); exposure to harmful biota (i.e. poison ivy, thorny vines, etc.) and inclement weather; and from accidents and malfunctions; • Traffic accidents involving vehicles and pedestrians, as well as the potential for rowdy behaviour may contribute to public safety concerns; and • Traffic flow and congestion issues may arise as a result of the special event.
<i>Air Quality</i>	<ul style="list-style-type: none"> • Potential for increased dust, greenhouse gas, and other exhaust emissions from people's vehicles travelling to and from the special events, as well as from the vehicles and equipment (i.e. generators, refrigerators, etc.) used during activities associated with the set-up, operation, and demobilization of the special events; and • Use of pyrotechnics and special effects during the event will have effects on air quality.
<i>General/Cumulative Effects</i>	<ul style="list-style-type: none"> • Refuse from the event will add to waste generation and ultimately consume more landfill space; and • Cumulative effects could result if environmental components are affected by interactions between multiple projects (i.e. special events) at the same locations within the national historic sites over extended periods of time.

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Mitigations	
<i>Cultural Resources</i>	<ul style="list-style-type: none">• The site is a national historic site and must be treated as such. The event organizers must recognize that all special event work/activities at the NHS are subject to the <i>CRM Policy</i> and the <i>Standards and Guidelines for the Conservation of Historic Places in Canada</i>. When and where possible, cultural resources should be protected by specifically excluding them from the event, preventing unauthorized access to them, and/or PCA staff diligently monitoring them;• Under Parks Canada's direction, areas with known cultural resources (including archaeological resources and historic objects) will be demarcated and protected to prevent unauthorized access and adverse effects from the event's activities and participants (Appendix 2). This may include flagging tape, fencing, or other temporary structures, padlocks, security personnel, and/or signage to avoid sensitive areas as indicated by a PCA officials and/or archaeologist;• Excavation of any sort is prohibited;• Puncturing the ground for the installation of fencing, tent pegs, signage, or any other purpose is prohibited, except in areas that have been reviewed by an archaeologist and/or qualified SOFU CRM Advisor staff (i.e. to ensure that no adverse effects to subsurface cultural resources). Non-intrusive temporary fencing, signage, or structure stabilizing mechanisms (that do not puncture the ground) are recommended;• The locations of event structures will be reviewed by PCA Cultural Resource Management Specialists to ensure they will not cause significant adverse effects to cultural resources and the overall commemorative integrity of the site;• Use of cultural resources as supports for equipment, infrastructure, and signage is strictly prohibited;• Security will be increased for NHS buildings accessible during the event in order to protect sensitive interiors of heritage buildings and artifacts;• A plan of recovery will be required in a case where a major accident could result in adverse effects to cultural resources;• Care will be taken when operating heavy machinery or equipment. If the work has the potential to cause soil compaction in areas not previously assessed by an archaeologist, an archaeologist should be contacted to provide direction about how to mitigate impacts on potential archaeological resources;• If archaeological resources are uncovered during project activities, then event organizers will isolate the specific area and restrict access until a PCA archaeologist is notified to provide further direction. Additional mitigation measures may be provided at such a time to prevent any damage to these resources. Remediation activities may be required;• Should buried artifacts, the remains and/or evidence of ancient persons and people, and any objects of historic value and worth be discovered, they remain the property of the Crown, and all such objects shall be protected and immediately brought to the knowledgeable PCA representative. Management Directive 2.3.1 for Human Remains, Cemeteries, and Burial Grounds will be followed if any remains are discovered; and• Venue organizer shall protect subsurface infrastructure, historical features, profiles, and ground features as directed by a PCA representative.

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<i>Flora</i>	<ul style="list-style-type: none">• No vegetation is to be removed from the site;• Machinery and equipment should be properly cleaned before going on-site, and only clean, local soil/gravel/mulch materials should be utilized at the NHS to avoid the potential introduction of invasive and/or exotic seeds to the special event area; and• Any viable vegetation imported for use during the special event must consist of native species and are subject to the approval of PCA officials.
<i>Fauna</i>	<ul style="list-style-type: none">• The disturbance, destruction, or removal of a nest or egg of a migratory bird; or to be in possession of a live migratory bird, or its carcass, skin, nest, or egg, is prohibited pursuant to the <i>Migratory Birds Convention Act</i>;• Event officials must notify PCA staff immediately of any problem wildlife encounter;• The feeding, enticement, or harassment of wildlife is prohibited,• Garbage and recycle receptacles utilized should be of a design that eliminates wildlife access to the greatest extent possible (i.e. raccoons, birds, wasps, bees, etc.);• Any materials that pose a hazard to wildlife must be stored in secured buildings or containers as directed by PCA;• Should temporary snow fencing be required during the life of the event (i.e. set-up, operation, and take down), it will be approved of and/or directed by PCA staff, and it must be of a design that will prevent snakes and other species from becoming entangled in the structure;• Under the direction of PCA staff, any temporary snow fencing must not be erected or placed in any water body (i.e. lake, river), and must be above the high water mark; and• Vehicle speed will be posted and enforced by the police force of jurisdiction, in order to avoid causing accidental harm to wildlife.
<i>Species at Risk</i>	<ul style="list-style-type: none">• SAR habitat should be protected using barriers. Depending on the nature of the event, specific protective measures will be implemented to protect SAR: individuals, residences, and critical habitats, when required; and• PCA staff will hold a pre-event briefing to inform event officials of potential SAR that may be encountered during project activities. It is illegal to harass or harm SAR. PCA will inform event officials of the requirements they must undertake should SAR be encountered during the event, including event set-up and closure. Event staff should make every effort to record any SAR sightings (date, location, distinguishing features, etc.) and submit those findings to PCA. <p>N.B. If necessary, maps with species at risk in and around the BMP areas will be generated, dated, and available from the EA Officer in order to protect SAR during the event. These maps will be updated as new information becomes available about SAR at the national historic sites.</p>
<i>Soil and Water Quality, Drainage, and Erosion</i>	<ul style="list-style-type: none">• Promptly return property to its natural state to prevent erosion;• If necessary, then provide a suitable number of portable washroom facilities, including a suitable number of wheelchair accessible washrooms. Ensure the supplier follows proper installation, operation, and removal procedures;• Properly dispose of waste water in designated areas under the direction of PCA staff;• In temporary parking areas (e.g. the Commons at Fort George), should there be a significant rain event on the special event date, silt curtains or screens must be installed in adjoining drainage ditches in order to control siltation. If silt screens

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	<p>are required, then they must be checked daily to ensure they are in good working condition; and</p> <ul style="list-style-type: none"> • Minimize vehicle traffic on exposed soils and stabilized high traffic areas.
<p><i>Visitor Experience, Public Safety, and Socio-economics</i></p>	<ul style="list-style-type: none"> • Reduce volume on sound equipment during visitor hours, if possible; • Any special events noise levels must comply with the community's Noise By-laws. For example, at NHS in Niagara-on-the-Lake, sound checks and other amplified sound is not permitted before 1:00pm and all amplified sound will end at 11:00pm as a strict curfew; • Use of special effects/pyrotechnics/black powder must comply with the <i>Explosives Act and Regulations</i> under PCA's direction. Parks Canada Black Powder Specialists will provide specific direction for the use of black powder on-site; • Hold special events after visitor hours whenever possible; • All activities must be in compliance with the <i>Occupational Health and Safety Act</i> and <i>Canada Labour Code</i>; • All activities must be in compliance with the <i>National Fire Code of Canada</i>, as well as site-specific fire control plans, fire orders, and evacuation procedures; • Structures, equipment, etc., located within the national historic site must be made safe (barricaded, signed, etc.); • Schedule events (i.e. which require traffic interruptions) to avoid peak times whenever possible; • Event organizers must ensure local residents are notified of the event including notification of road closures, traffic flow adjustments, and any other impediments to obtaining local services; • Depending on the scale of the special event, PCA may require the event organizer to prepare a Parking and Traffic Flow Plan, Crisis Management Plan, and Security Plan to be reviewed and approved by the appropriate agencies including PCA; • Rescue capability (e.g. accidents in or near water) and/or emergency protocols for all events are to be submitted by the Licence of Occupation holder to PCA prior to the event date; • All activities are subject to review by the SOFU Visitor Safety Coordinator; • Provide security procedures to keep participants in designated special event areas; • Ensure adequate PCA staff, security, police, and Emergency Medical Services (EMS) are in place to deal with any visitor and/or general public concerns or issues; • Ensure local EMS are notified of the event and pyrotechnical materials are set-up, stored, and used according to associated hazardous material manufacturer data sheets and fire code legislation/regulations; and • For large-scale events, approved traffic control and parking plans must be strictly adhered to including: <ul style="list-style-type: none"> ○ Clear signage identifying parking location information, road closures, and traffic flow directional information; ○ Traffic control officials must be clearly identifiable to the public; ○ Provisions for emergency services will be included within the traffic plan; and ○ Traffic offences such as illegal parking will be strictly enforced.
<p><i>Air Quality</i></p>	<ul style="list-style-type: none"> • Use of ethanol blended fuel/biodiesel is encouraged for all vehicles, machinery, and equipment; • Vehicles must not be left to idle; and



	<ul style="list-style-type: none">• Any special event use of pyrotechnics/special effects/black powder must comply with the <i>Explosives Act and Regulations</i> under PCA's direction.
<i>General/ Cumulative Effects</i>	<ul style="list-style-type: none">• Event officials must comply with all federal, provincial, regional, and municipal legislation applicable at the NHS;• PCA will determine if a Spill Response Plan must be provided by the venue organizer prior to the event. If required, then this plan will be subject to the approval of the site. The event organizer is responsible to have appropriate containment, spill kit, and clean up equipment on-site in accordance with the approved Spill Response Plan to ensure a rapid response to any spill. Report spills to Environment Canada – Environmental Emergencies (613-239-6065), the Ontario Ministry of the Environment and Climate Change – Spills Action Centre (1-800-268-6060), and Parks Canada Agency;• Storage of hazardous materials must comply with the <i>Canadian Environmental Protection Act</i>;• Potentially hazardous wastes will be separated from normal waste through segregation of storage areas and proper labeling of containers;• The event organizer will assume monitoring of the site and its assets, and the security of people. He/She will be held responsible for damages related to vandalism, theft, and other similar events related to movable or immovable assets (including cultural resources) on the site.• Provide and label waste-separation/recycling containers;• Encourage the use of reusable, recyclable, and/or compostable food service packaging and serving materials;• Properly separate and dispose of all wastes/recyclables generated according to regulations at facilities licensed to receive them following the event (e.g. community Solid Waste By-laws and Provincial Landfill Material Ban);• No waste is permitted to be buried or burned on-site;• Security will be increased for buildings accessible during the event;• Special events equipment must be stored at a location approved by PCA;• Vehicles will not be permitted in sensitive natural or archaeological areas as indicated by PCA;• Parking and access routes to the special event must only be in PCA designated areas;• Vehicles are restricted to paved, graveled, and level-grass surfaces, or as directed by PCA officials;• The operating, refueling, and maintenance of vehicles/equipment, and the handling and storage of toxic materials (e.g. fuels, oils, and chemicals) will be carried out in such a way as to avoid contamination of the soil and water. Use impermeable pads or surfaces where appropriate/necessary;• All refueling is restricted to designated areas and will be at least 30m from any water body (i.e. lake, river) or municipal storm water drain;• Use new or well-maintained equipment, preferably fitted with fully functioning emission control systems/mufflers/exhaust systems, engine covers, etc.;• Implement security procedures to keep participants in the designated special event areas;• Return property to its natural state as soon as possible after the event in accordance with PCA's Resource Conservation and Cultural Resource Management specifications;• A post-event assessment should be done by SOFU staff to confirm that all mitigation measures were applied; and



- Potential cumulative effects will need to be assessed as part of any future EIAs or BMPs developed for the NHS to ensure continued protection of the identified sensitive resources.

Glossary of Acronyms

BIA – Basic Impact Analysis
BMP – Best Management Practice
CEAA – Canadian Environmental Assessment Act
CNPA – Canada National Park Act
COSEWIC – Committee on the Status of Endangered Wildlife in Canada
CRM – Cultural Resource Management
DIA – Detailed Impact Analysis
EA – Environmental Assessment
EIA – Environmental Impact Analysis
EMS – Emergency Medical Services
END – Endangered (SARA or COSEWIC status)
NHS – National Historic Site
PCA – Parks Canada Agency
PPE – Personal Protective Equipment
SAR – Species at Risk
SARA – Species at Risk Act
SC – Special Concern (SARA or COSEWIC status)
SRank – Subnational (or Provincial) Rank
SOFU – Southwestern Ontario Field Unit
THR – Threatened (SARA or COSEWIC status)



Development and Review Team

Team of specialists who took part in the development and review of the BMP:

Joanne Tuckwell – SAR Specialist, Natural Resource Conservation Branch, National Office
Lynda Villeneuve – Senior Advisor, Heritage Conservation Branch, National Office
Virginia Sheehan – Senior Advisor, Heritage Conservation Branch, National Office
Rachel Brooks – Archaeologist, Cultural Resource Branch, National Office
Kevin Leclair – Geomatics Technician, Point Pelee National Park
Dwight Bourdin – Resource Conservation Manager (2013/14), Point Pelee National Park


Authors:

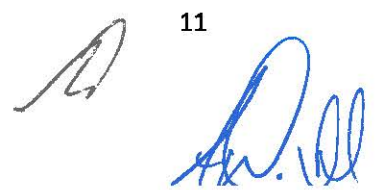
Rachel Windsor – Resource Management Technician II, Point Pelee National Park
Kelly Scott – Resource Management Officer II - EA Coordinator, Point Pelee National Park
Mark Yeates – EA Specialist, Natural Resource Conservation Branch, National Office

Recommended by:

Name: Eric Nielsen	Position: A/Manager National Historic Sites Southwestern Ontario Field Unit
Signature:	Date:

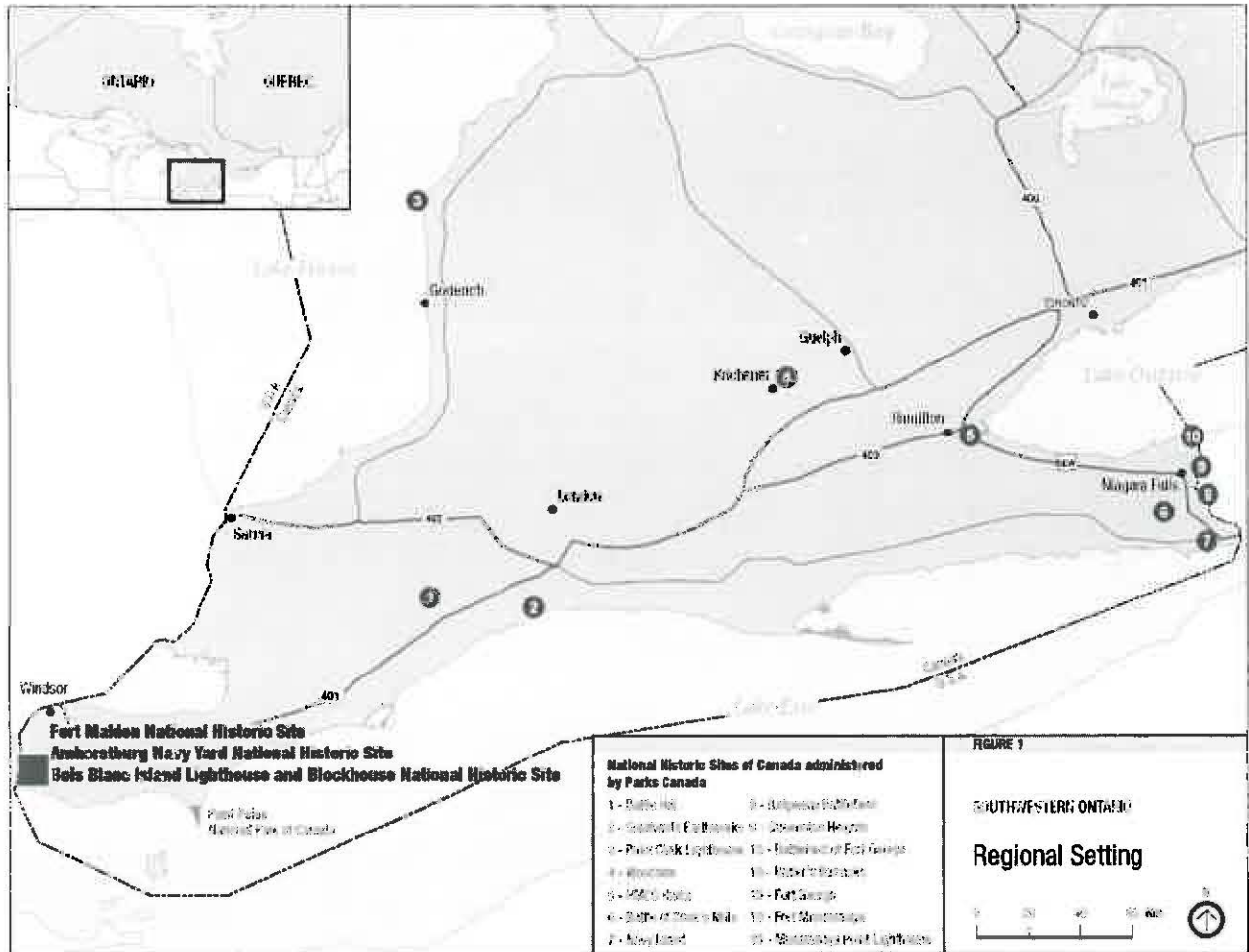
FUS Approval:

Name: Jarred Picher	Position: Southwestern Ontario Field Unit Superintendent
Signature: 	Date: 2016-05-31

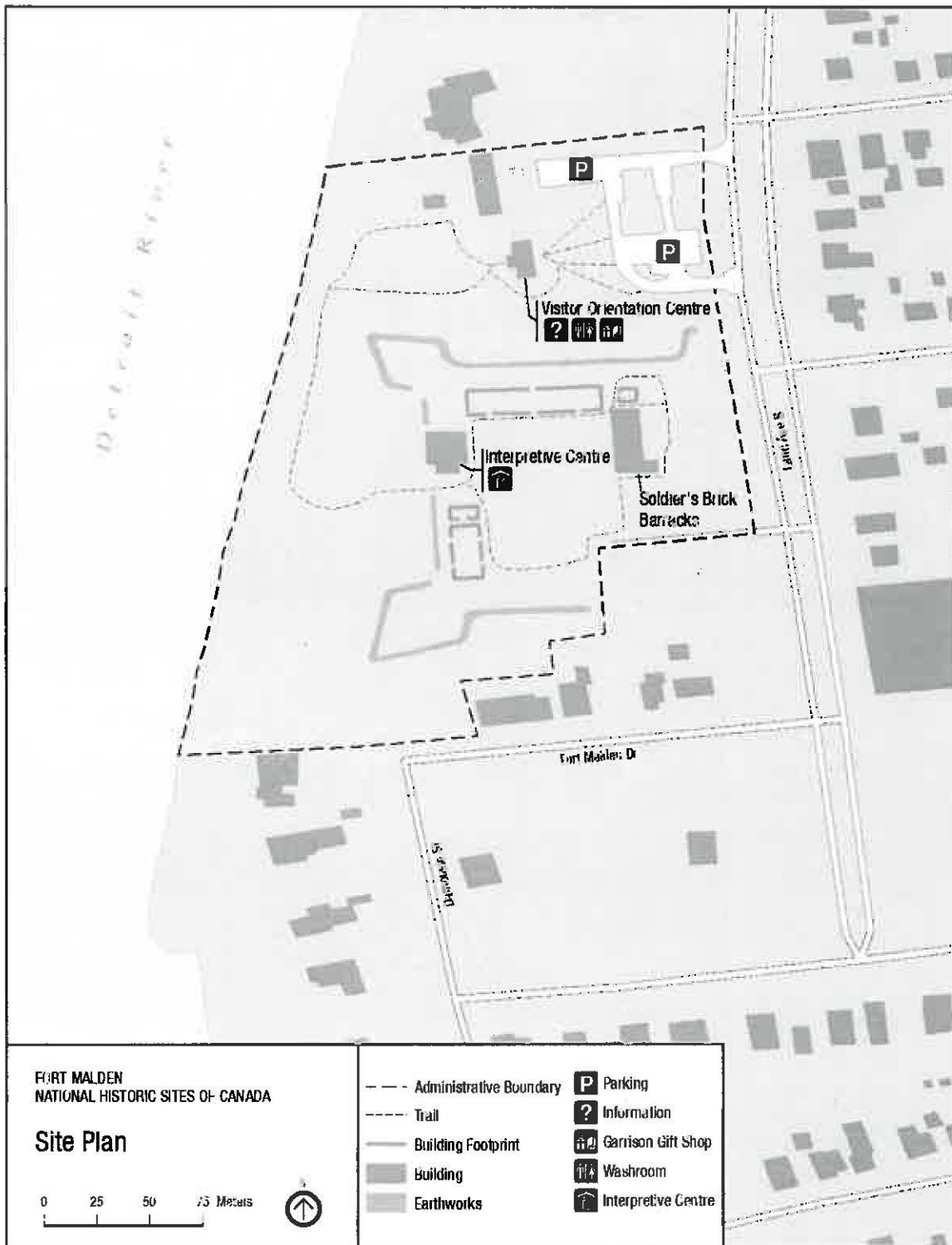




Appendix 1 – Maps of the Southwestern Ontario Field Unit National Historic Sites

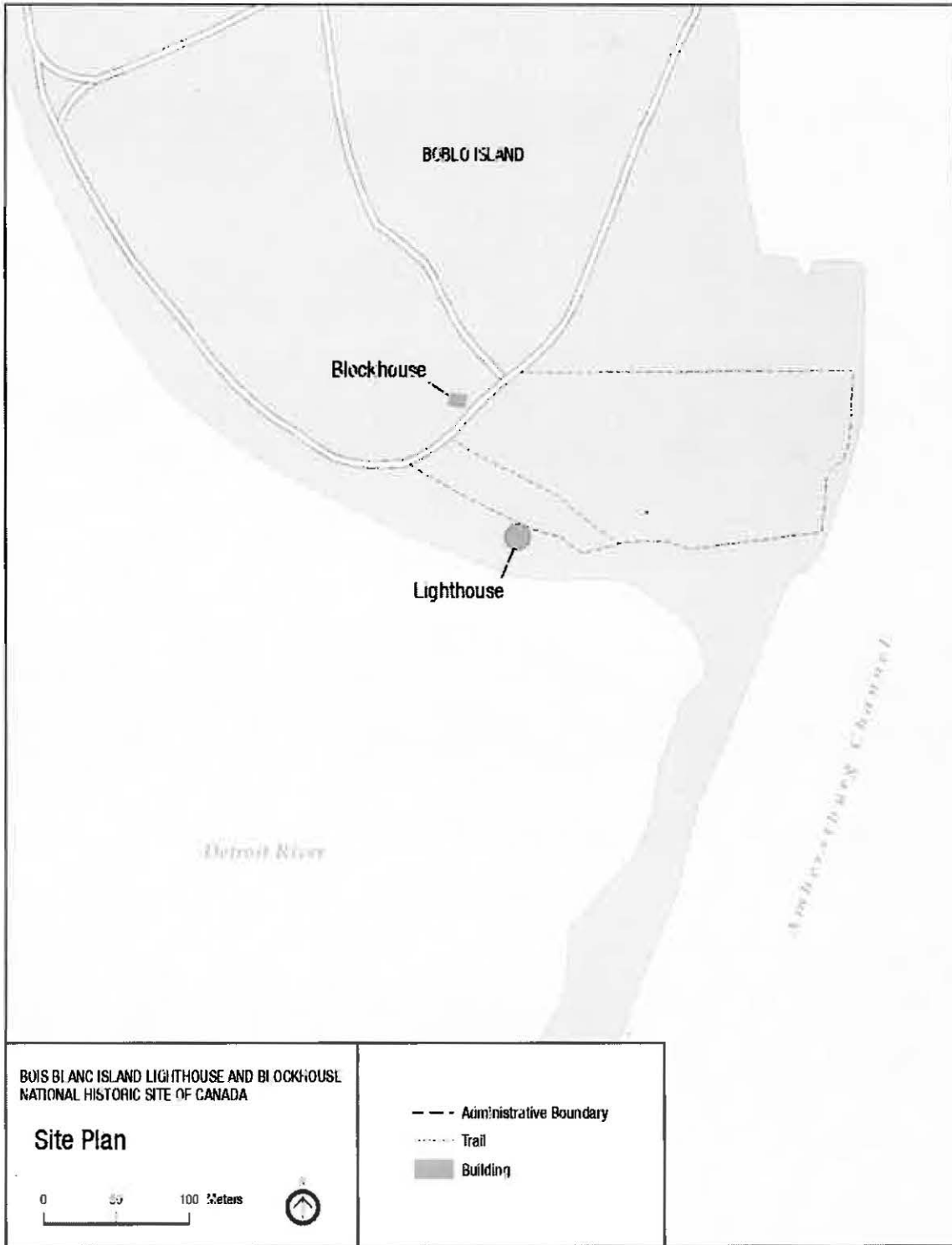


National Historic Sites Located in Southwestern Ontario

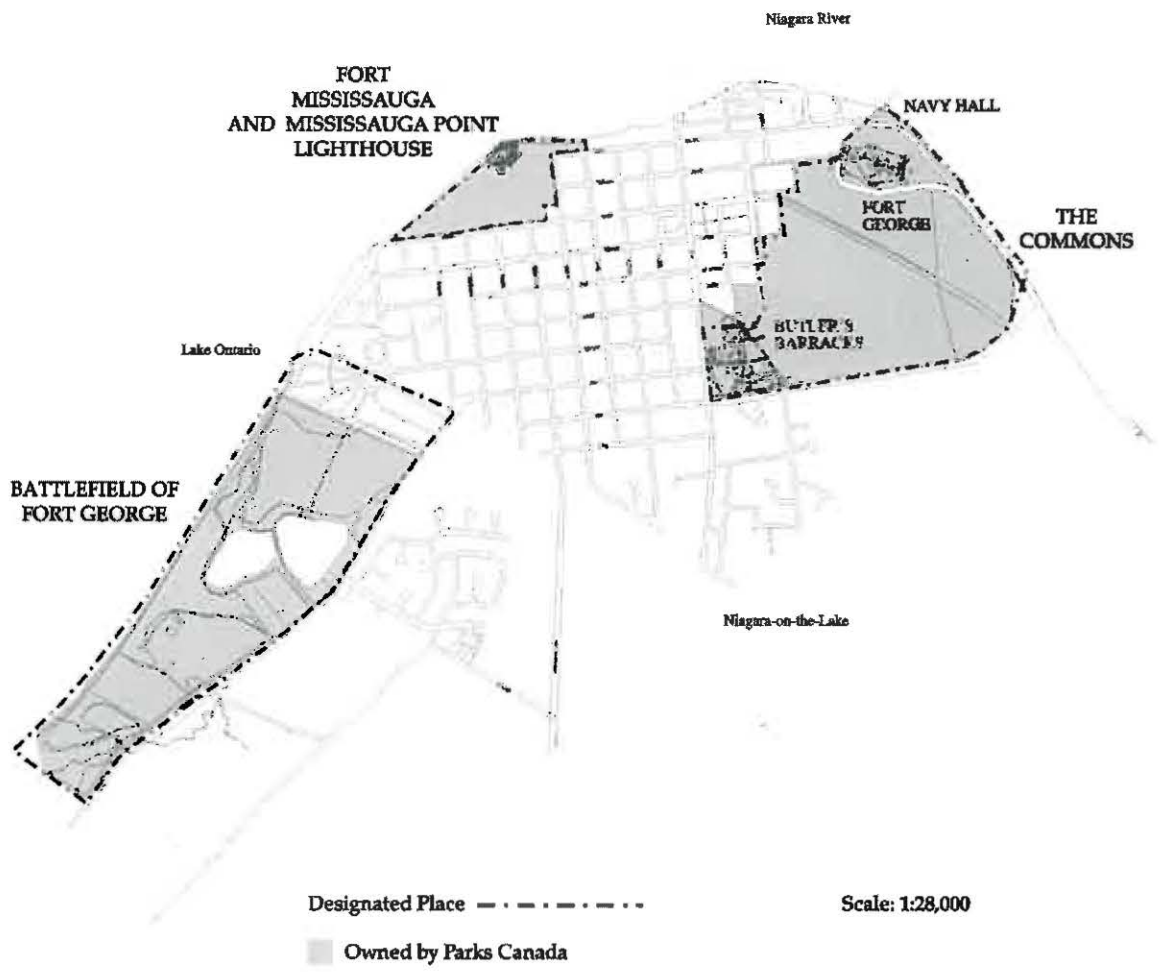


Fort Malden National Historic Site

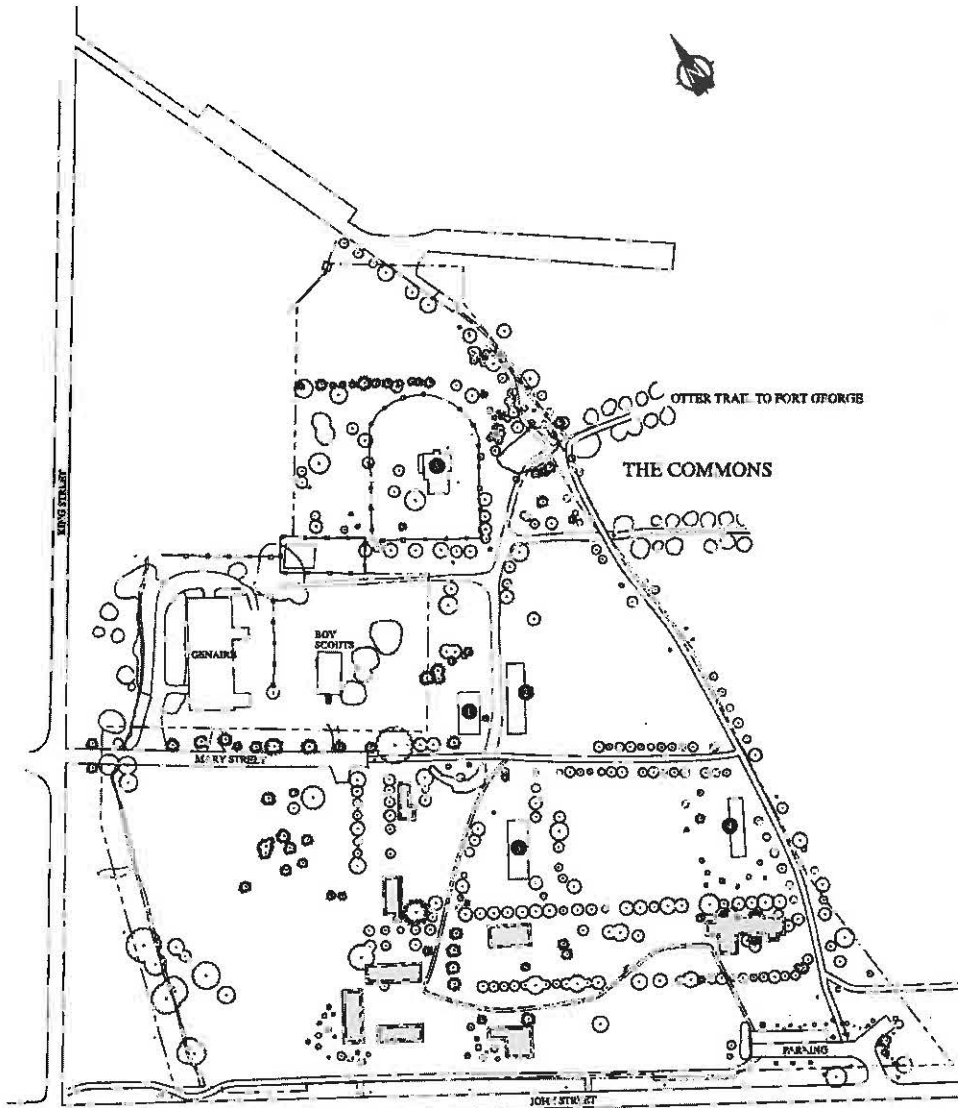
June 2015



Bois Blanc Island Lighthouse and Blockhouse National Historic Site



Niagara-on-the-Lake National Historic Sites



LEGEND

- ① BUILDING #1 - COMMISSARIAT STORE AND OFFICE
- ② BUILDING #2 - GUNSHED
- ③ BUILDING #3 - SOLDIERS' BARRACKS
- ④ MODERN MILITARY BUILDING
- ⑤ COMMISSARIAT OFFICERS' QUARTERS
- - - FENCE LINE
- - - PROPERTY BOUNDARY
- DECIDUOUS TREE
- ⊗ CONIFEROUS TREE
- ▭ BERM INDICATING LOCATION OF FORMER MILITARY BUILDINGS

Designated place: all lands once occupied by Camp Niagara

LEVEL 1 RESOURCES:

- Building #2 - Gunshed
- Building #3 - Barracks
- Building #1 - Commissariat Store and Office
- Commissariat Officer's Quarters

▭ archaeological resources related to British military occupation and use in the period 1812-1871

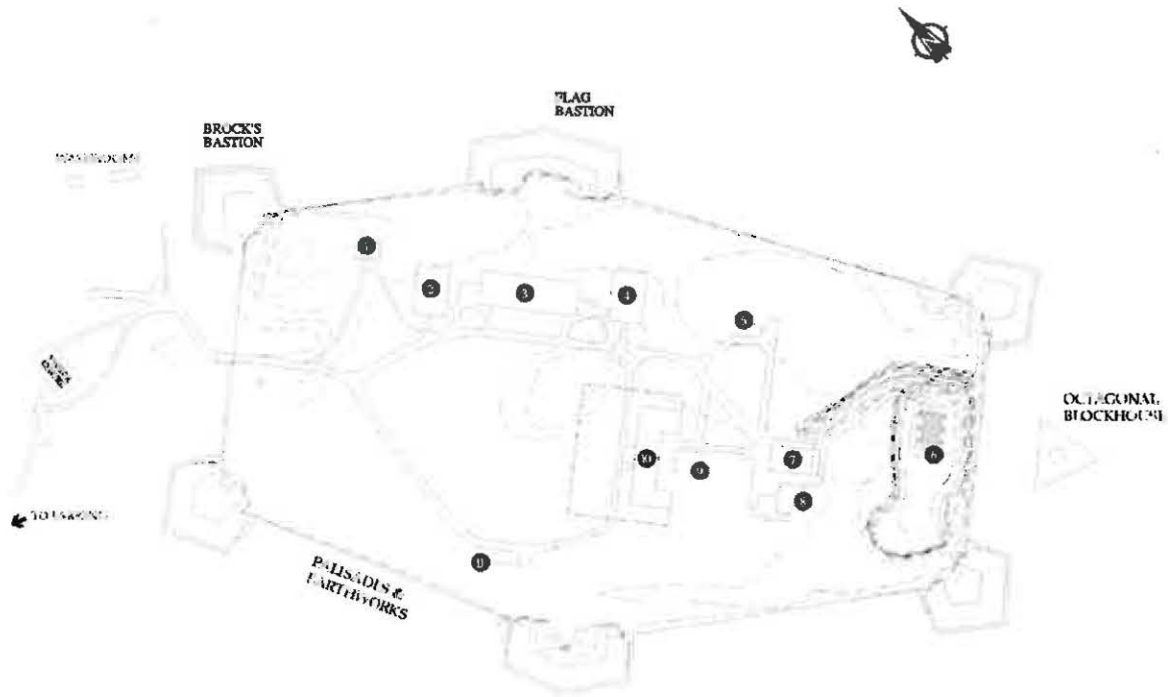
LEVEL 2 RESOURCES:

- Modern military building
- Otter trail
- archaeological resources relating to military activity before the war of 1812

Scale: 1 : 3200

Butler's Barracks National Historic Site

June 2015



DESIGNATED PLACE:

Extent of original fortification
Earthworks
Cleared area extending to Niagara River and Commons

LEVEL 1 RESOURCES:

Powder Magazine
Archaeological resources related to construction of Fort George and the war of 1812, including American trench lines.

■ Level 1 Resource

LEVEL 2 RESOURCES:

Blockhouse #1
Blockhouse #2
Blockhouse #3
Octagonal Blockhouse
Guardhouse
Officers' Quarters
Officers' Kitchen
Cottage
Navy Hall (see map page 2)
Palisades and Earthworks
Eight Artillery Pieces (moveable)
Archaeological Resources from other periods

NOT HISTORIC RESOURCES:

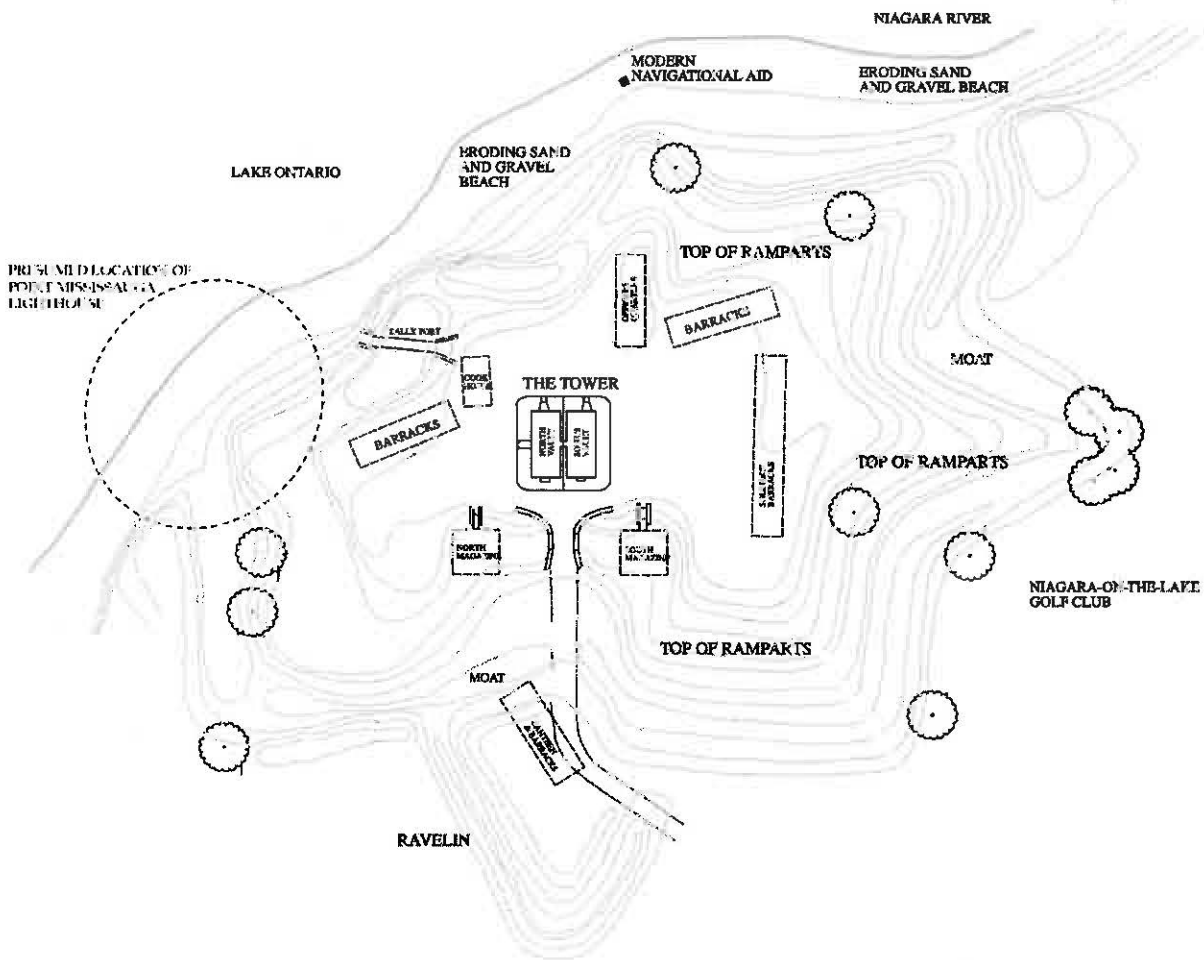
Saw pit and Wood Yard
Artificer's Building
Friends of Fort George Sales Outlet
Visitor Centre

LEGEND




- ① COTTAGE
- ② BLOCKHOUSE #1
- ③ BLOCKHOUSE #2
- ④ BLOCKHOUSE #3
- ⑤ SAWPIT & WOODYARD
- ⑥ POWDER MAGAZINE
- ⑦ ARTIFICERS' BUILDING
- ⑧ FRIENDS OF FORT GEORGE SALES OUTLET
- ⑨ OFFICERS' KITCHEN
- ⑩ OFFICERS' QUARTERS
- ⑪ GUARDHOUSE
- FENCE LINE
- CONTOUR LINES

Scale: 1:2400

Fort George National Historic Site



LEGEND

-  TREE
-  CONTOUR LINES
-  APPROXIMATE LOCATION OF OLD BLDGS. (FROM 1853 MAP)

Designated place:
 fort and outlying earthworks
 former training grounds now occupied by golf course

Level 1 resources:
 Fort Mississauga, including tower, 2 powder magazines, sallyport and all earthworks
 archaeological resources relating to construction occupation of the fort

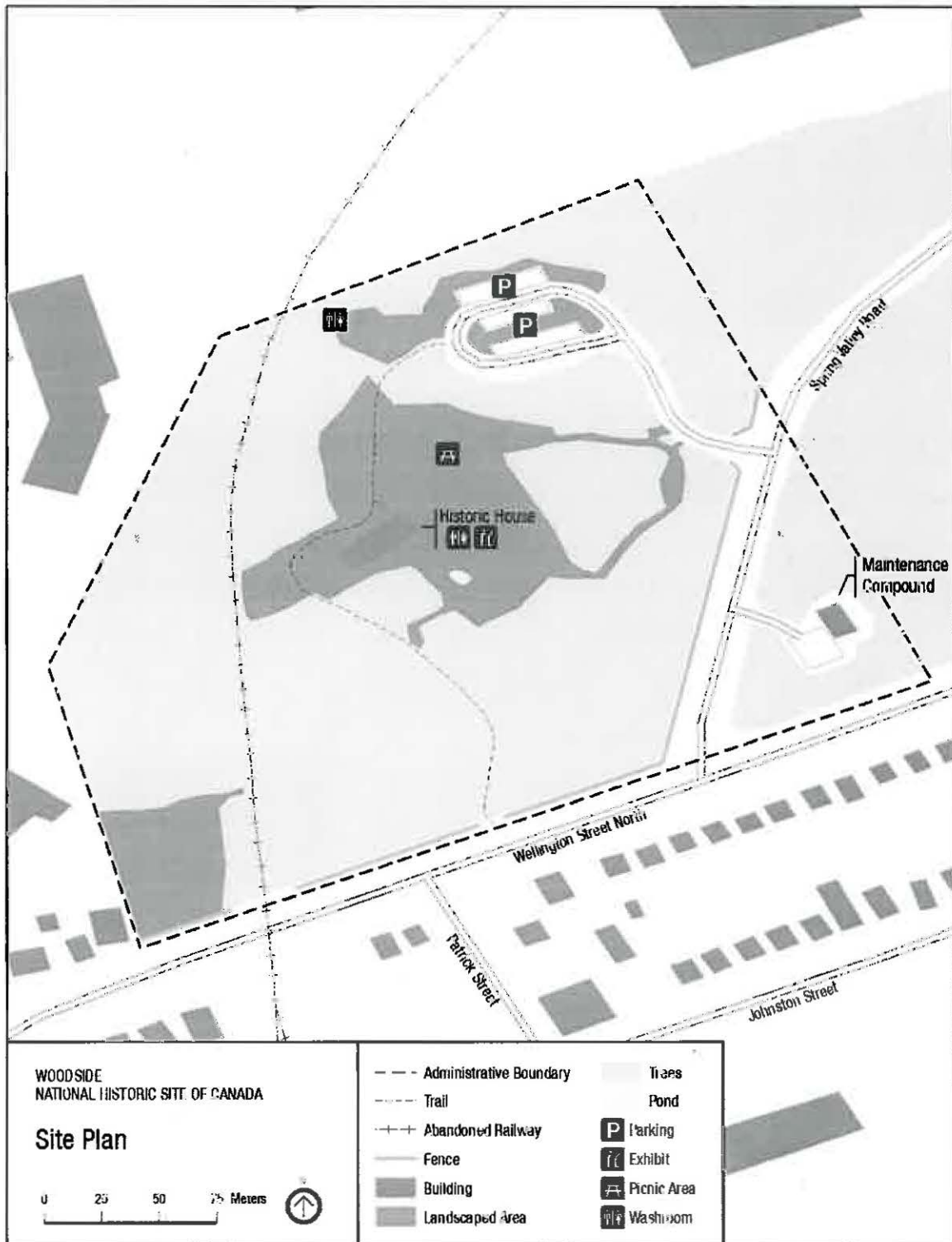
Level 2 resources:
 archaeological resources related to military activity before and after the war of 1812

Scale: 1 : 1200

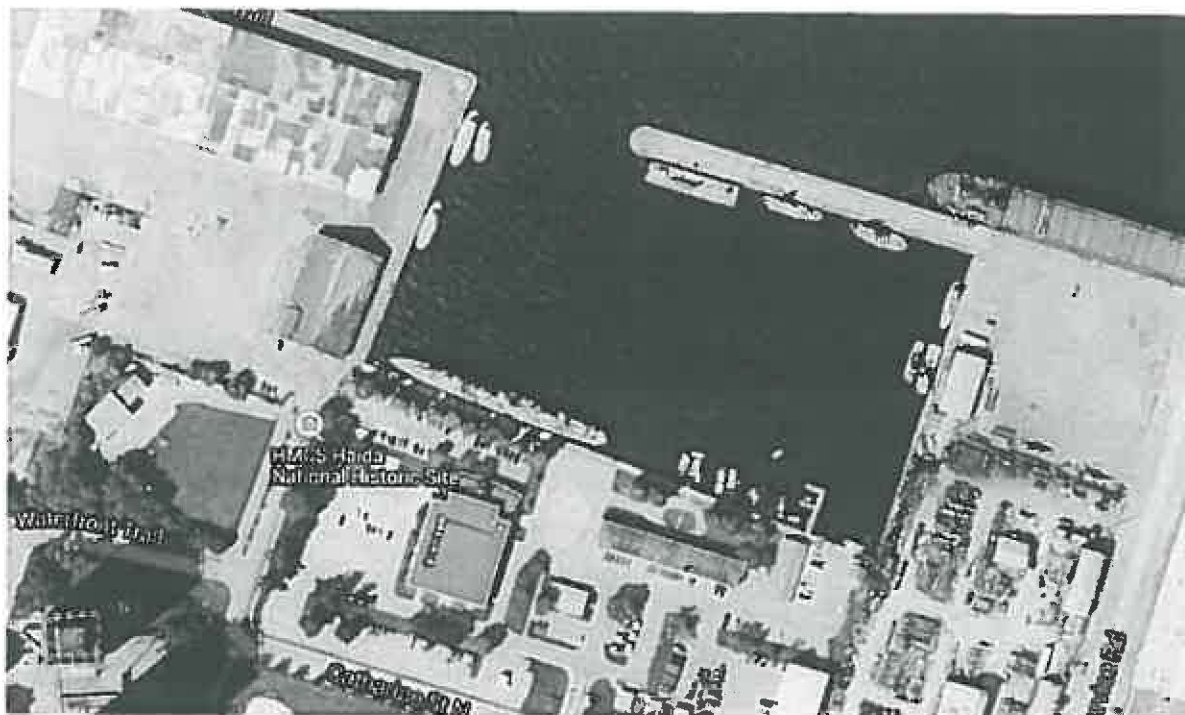
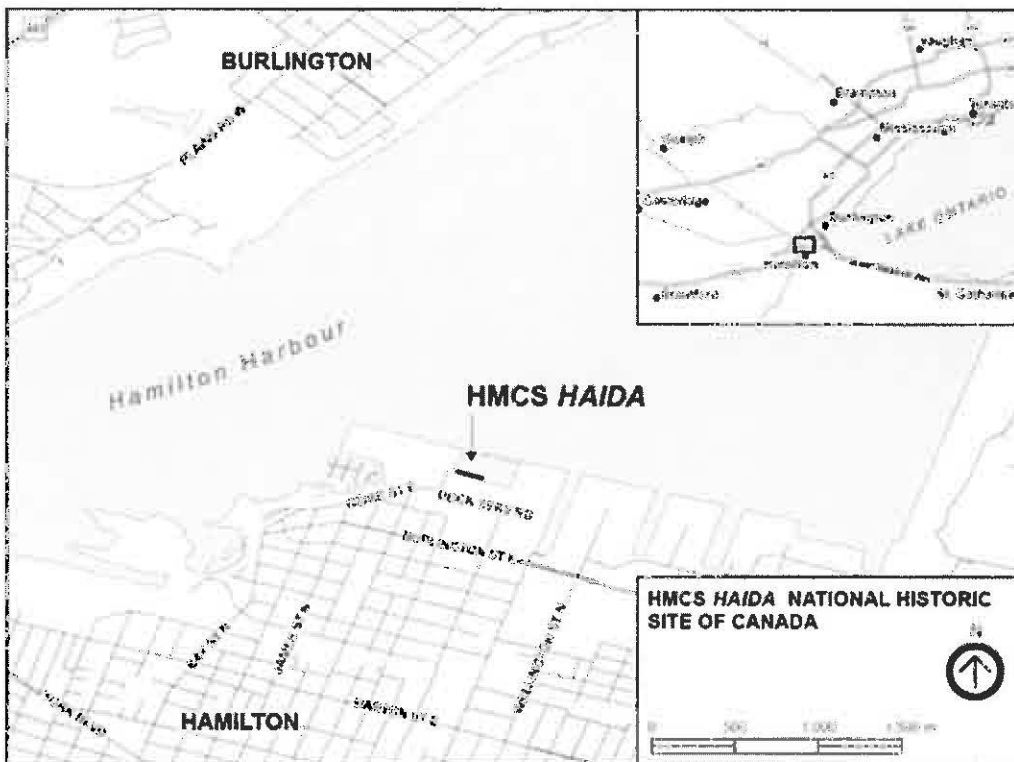
Fort Mississauga National Historic Site

June 2015

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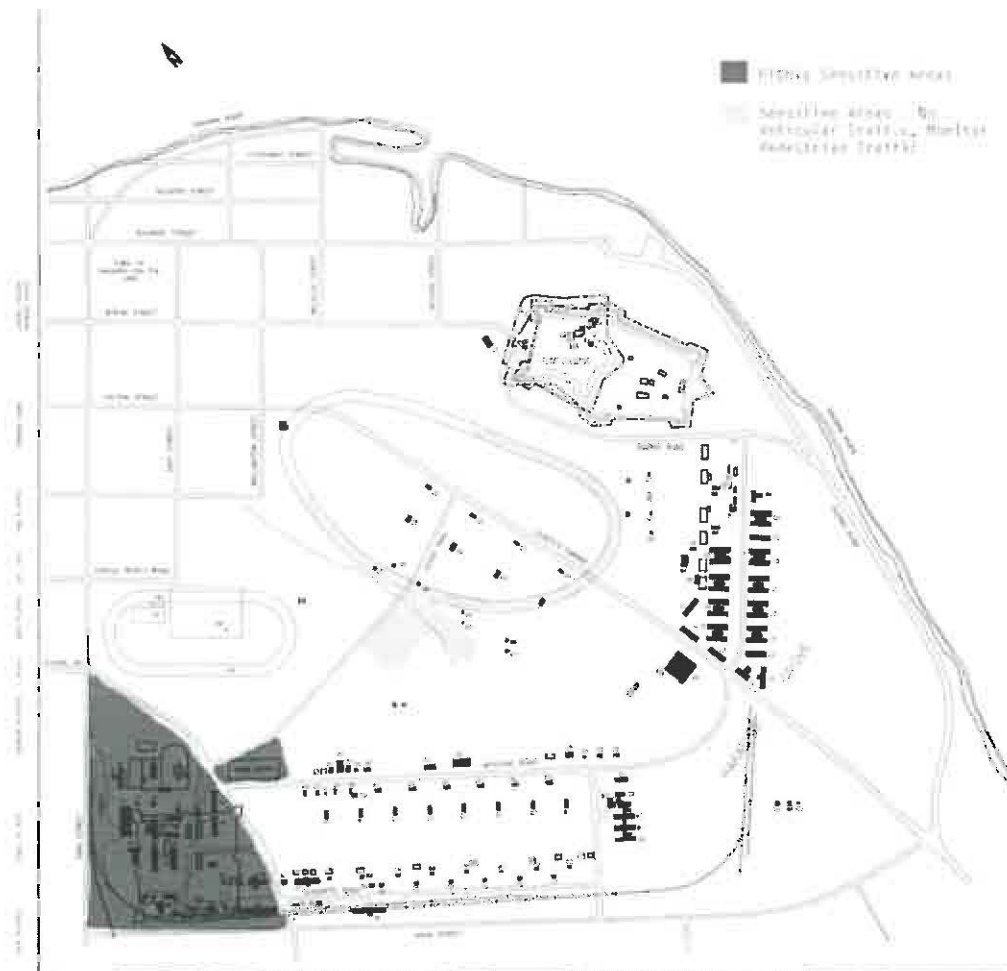
Woodside National Historic Site



HMCS Haida National Historic Site (bottom image from Google Maps – <https://www.google.com/maps/@?dg=brw>)



Appendix 2 – Known Culturally Sensitive Areas at the National Historic Sites



Butler's Barracks and Fort George National Historic Sites (including The Commons)



Fort Malden National Historic Site

LICENCE OF OCCUPATION

BETWEEN

**HER MAJESTY THE QUEEN
in right of Canada**

AND

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**

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