

**CITY OF HAMILTON**

***PUBLIC WORKS DEPARTMENT  
Red Hill Valley Project***

<b>Report to:</b> Mayor and Members Committee of the Whole	<b>Submitted by:</b> Scott Stewart, C.E.T. General Manager
<b>Date:</b> June 20, 2005	<b>Prepared by:</b> Guy Paparella Extension 5807

**SUBJECT: Joint Stewardship Board Between the Six Nations Community and the City of Hamilton (PW05093) - (City Wide)**

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**RECOMMENDATION:**

- (a) That, in accordance with the Haudenosaunee - Hamilton Red Hill Agreements, Council consider the appointment of three members to the Joint Stewardship Board of the Red Hill Valley consisting of one of the original Agreement negotiators for a one year term (Chris Murray) and two additional members from Council or the community for at least a three year term.
- (b) That the City of Hamilton and the Six Nations community jointly advertise and select a staff person to the Joint Stewardship Board for a contracted period of three years.
- (c) That the City of Hamilton and the Six Nations community jointly seek alternative forms of funding for Joint Stewardship Board staff salary and expenses from other orders of governments or private donations.

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Scott Stewart, C.E.T.  
General Manager  
Public Works

**EXECUTIVE SUMMARY:**

The implementation of the Sub-Agreement on Joint Stewardship of the Red Hill Valley can now commence since the Haudenosaunee - Hamilton Red Hill Agreements (the Agreements) have been ratified. As such, City Council needs to appoint one of the City negotiators, being Mr. Chris Murray, for a one year term and two additional members from Council or the community to sit on the Board for at least three years.

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**BACKGROUND:**

In April of 2002, the City of Hamilton and Six Nations community initiated an in-depth and focused dialogue to understand and address important cultural issues centred on the Red Hill Valley. Rather than engage in debate or dispute about the nature of their rights in the Valley the Parties resolved instead to concentrate on agreeing about the nature of their responsibilities and about how those responsibilities will be fulfilled. These agreements reflect those objectives.

The Agreements represent an expression of co-operation, respect and good faith, intended to govern the conduct of the Parties in their work together, and is not intended to prejudice any rights of the Parties.

The Agreements speak to the issues of:

- ? Archaeology and Burials
- ? Joint Stewardship of Red Hill Valley
- ? Hunting, Fishing, Gathering, and Trapping
- ? Medicine Plants
- ? Tolling
- ? Human Heritage
- ? Economic Opportunities

On May 26, 2004, City Council approved PWIE Report No 04-012, Item 8.2 which included the following resolution:

- (a) That Council approve the Haudenosaunee - Hamilton Red Hill Agreements (the Agreements);
- (b) That Council authorize and direct the Mayor and City Clerk to formally ratify and sign the Agreements subject to item (d);
- (c) That the Expressway Implementation Committee review and endorse all potential contracts described in the Economic Opportunities Sub-Agreement before coming into effect; and,
- (d) That the City of Hamilton develop an implementation process with the Six Nations community that accepts the Agreements, clarifies key terms and concepts found in the Agreements, and addresses implementation roles and responsibilities.

The Implementation process/plan was developed jointly and finalized in late April, 2005. This signals the ratification of the Haudenosaunee - Hamilton Red Hill Agreements which in turn triggers the provisions and conditions within the Agreements.

The Sub-Agreement on Joint Stewardship of the Red Hill Valley (See Attachment No.1) provides that, rather than debating who has title to the Valley, the Haudenosaunee and Hamilton will work together to help ensure that any future work in the Valley is responsive to the needs of both communities, and ultimately focused on the principles of sustainability. A Joint Stewardship Board, composed of three members of each side, will be responsible for creating and implementing a Master Plan for the Valley. It will have significant influence over what happens in the Valley in the future. While the Board will not be able to stop the construction of the expressway, it will have the authority to review - including conducting research and holding public hearings about -

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any changes to the expressway in the future. The Board will have at least one full-time staff person. The staff will be responsible for assisting with the Board's meetings, conducting research and help implement decisions. The salaries of Board Staff and Board operations will be funded directly or indirectly by Hamilton at a level appropriate to their work and skill level (subject to budget approval). The Board may also seek its own sources of funding to carry out any of its purposes or projects.

In addition, the Sub-Agreement on Joint Stewardship of the Red Hill Valley, Section 1.2 states that "within 90 days after the Agreement is ratified", the Haudenosaunee and the City of Hamilton will appoint three members of the Board to represent their interests. Further, Section 1.3 of the Sub-Agreement states in order "to promote continuity and understanding, one of the people named to the Board" by the Haudenosaunee and the City "will be one of the negotiators of the Agreement in 2003". These members will be appointed for at least one year all other members appointed will have at least a three-year term. As per the terms of the Sub-Agreement, the Board would meet "at least once every three months. Roles and responsibilities are specified in Attachment No. 1. The geographic area affected is also illustrated in Attachment No. 2.

As such, Council needs to appoint one of the City negotiators, being Mr. Chris Murray, for a one year term and two additional members from Council or the community to sit on the Board for at least three years.

**ANALYSIS OF ALTERNATIVES:**

The Haudenosaunee - Hamilton Red Hill Agreements represent an expression of co-operation, respect and good faith, intended to govern the conduct of the Parties in their work together. They represent a model for resolving controversy through mature, respectful dialogue that focuses on the interests of each community.

In this instance, the City is committed to the Joint Stewardship Board and there are no reasonable alternatives.

**FINANCIAL/STAFFING/LEGAL IMPLICATIONS:**

The Joint Stewardship Board will have at least one full-time staff person. The salaries of Board Staff will be funded directly or indirectly by Hamilton at a level appropriate to their work and skill level. Additionally, Hamilton will ensure adequate financial support is provided to the Board to enable it to operate effectively and to consult with the Parties and with specialist advisors, and with others. The Board will prepare and submit annual budgets in time with Hamilton's budget process. The Board may also seek its own sources of funding to carry out any of its purposes or projects.

Annual cost is estimated in the order of \$150,000 per year. This cost includes salary and benefits as well as Board meeting expense, shared office space and meeting expenses. Funds have been made available through the capital budget of the Red Hill Valley Project to the end of 2007. Staff is hoping alternative sources of funding for the staff position can be found from other Federal or Provincial human resources or funding programs as well as private donations.

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**POLICIES AFFECTING PROPOSAL:**

The development of a Master Plan for the Red Hill Valley should be reflected in the City's Official Plan Review Process. In addition, the Red Hill Valley Parkland Replacement Strategy should be reflected in the Master Plan.

**CONSULTATION WITH RELEVANT DEPARTMENTS/AGENCIES:**

Copies of the Sub-Agreement were circulated to the Expressway Technical Advisory Committee for comment. This report was circulated to:

Planning and Economic Development - Bill Janssen

Finance - Joe Rinaldo/Tony Tollis

Legal - Peter Barkwell/Nancy Smith

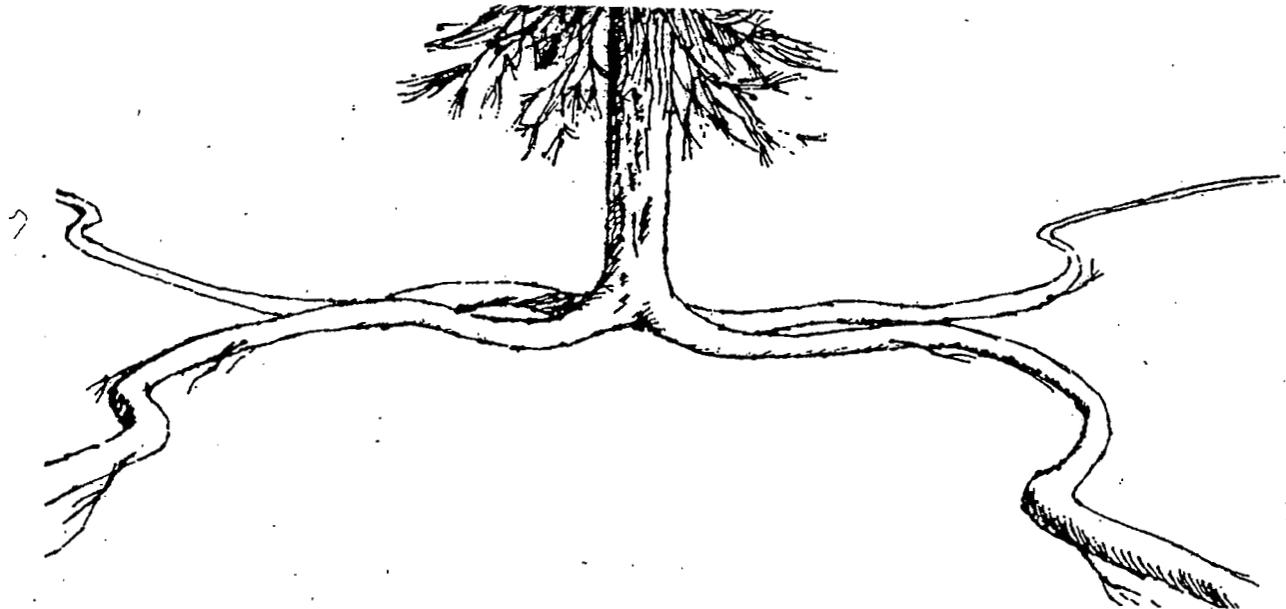
**CITY STRATEGIC COMMITMENT:**

The Sub-Agreement on Joint Stewardship of the Red Hill Valley represents a model for resolving controversy through mature, respectful dialogue that focuses on the interests of each community.

## Joint Stewardship Agreement

Acknowledging that they each carry unique and different knowledge and resources, the Haudenosaunee and Hamilton have decided that their work together concerning the Valley will be guided by the principles of joint stewardship.

The Haudenosaunee and Hamilton intend that the respect and co-operation that exists between them should continue, and should spread into other fields, much as the Great White Roots of the Tree of Peace were intended to spread to the four comers of the world. To that end, the Haudenosaunee and Hamilton have decided to create a Joint Stewardship Board, which will be responsible for continuing their work together. The Board is intended to make the Parties' commitment to the Valley a sustained reality. It is intended to extend the spirit of their work together beyond the borders of the Valley.



This Joint Stewardship Agreement sets out the respective authorities and responsibilities of the Parties, including those they will exercise jointly; creates the Joint Stewardship Board that will implement and oversee the uses **and** activities in the Valley; and sets out the responsibility and authority of the Board.

## 1. The Joint Stewardship Board

- 1.1 The Haudenosaunee and Hamilton hereby create a Joint Stewardship Board, which will be responsible for the creation, implementation and administration of the Master Plan, and for the guidance and administration of their joint stewardship in the Valley. The Board will be an active guardian of the Valley, with a positive role in the relationship between the Haudenosaunee and Hamilton. The Board will be responsible for the effective administration and implementation of the Agreement
- 1.2 Within ninety days after the Agreement is ratified, the Haudenosaunee will name three people as members of the Board, and Hamilton will name three people as members of the Board.
- 1.3 To promote continuity and understanding, one of the people named to the Board by the Haadenosaunee, and one of the people named to the Board by Hamilton, will be one of the negotiators **of** the Agreement in 2003. These two members will be appointed for **at** least one year. All other members of the Board will have at least a three-year term.
- 1.4 The Haudenosaunee use the word *skariwat* to describe a state of satisfaction that people have come to one mind, using trust, respect and *knikonriyo*, the Good Mind. The Board will make its decisions by consensus, using those principles.
- 1.5 The Board will make its own rules of procedure, and its own codes of conduct and avoidance of conflicts of interest, and will provide the Parties with copies of those documents. To foster coming to one mind, meetings of the Board will be opened and closed with words of thanksgiving.
- 1.6 The Board will meet at least once every three months. The Board's regular meetings will be open to the public.
- 1.7 The Board will have at least one full-time staff person. The salaries of Board staff, at a level appropriate to their work and skills, will be funded, directly or indirectly, by Hamilton. The Board will seek to maintain a balance in its staff that reflects the spirit of this agreement. The staff will be responsible for assisting with the Board's meetings and implementing the Board's decisions.

- 1.8 The Board may on its own initiative seek advice on any aspect of the implementation or administration of the Master Plan or the joint stewardship of the Valley. The Board may create an independent multidisciplinary advisory network or body to provide it with information and analysis for the implementation of an ecosystem-based administration of the Valley. The Board will pay for these activities with funds from its annual budget (as provided for in Paragraph 1.11) or with funds it raises itself (as provided for in Paragraph 1.12)
- 1.9 In arriving at each of their decisions, the members of the Board will weigh and consider the following:
- (a) The impact of their decision on the natural world and on the Valley ecosystem;
  - (b) The impact of their decision on future generations;
  - (c) The impact of their decision on the relations between the Parties;
  - (d) The social and economic needs of each of the Parties.
- Every written Board decision will include an explanation of how each of the above factors was taken into account in arriving at the decision.
- 1.10 The Board's offices will be at the Grand River Territory and in Hamilton. The Grand River Territory office will be the head office.
- 1.11 Hamilton will ensure that adequate financial support is provided to the Board to enable it to operate effectively and to consult with the Parties, with specialist advisors, and with others. To that end, the Board will prepare an annual budget timed and designed to be consistent with Hamilton's budget process.
- 1.12 The Board may seek its own sources of funding to carry out any of its purposes or projects. Together, the Parties will assist and support the Board in seeking and receiving the funding.
- 1.13 The Board will monitor the compliance and performance of the Parties with respect to the Agreement and each Sub-Agreement, and will report its findings to the Parties.

## 2. The Master Plan

- 2.1 The Board will have as its first task and priority the creation of a Master Plan for the Valley.
- 2.2 The Master Plan will take into account the values and principles of the Parties. It will set out the approved uses of land in the Valley, as well as the steps to be taken by the Parties to achieve their objectives in the Valley. The Master Plan will adopt an ecosystem and watershed approach to planning for the future of the Valley. It will also adopt the principle that, with respect to any permitted development in the Valley, there should be no net loss of wildlife habitat, wetlands or populations of indigenous species. The Valley's ecosystem and urban environment will change over time, and the Master Plan will provide for sustained monitoring of the changes and the flexibility to adapt to accomplish its objectives.

It is understood that the construction of the Project will initially result in a loss of wildlife habitat, wetlands and populations of indigenous species in the Valley. The Parties and the Board will **seek** to mitigate that loss through their work together, and through the addition of land to the Valley,.

- 2.3 The Master Plan will be divided into two parts. The first part will set out the activities, including the Project, which will be carried out over the next five years. The second part will set out the long-term values and objectives of the Parties in the Valley.
- 2.4 The Board may establish local consultative networks for input into the planning process.
- 2.5 In creating the Master Plan, the Board will review all existing plans, policies and laws that affect the Valley.
- 2.6 The maintenance of the Parties' cultural and historic relationship with the Valley will be a consistent objective in the Master Plan.
- 2.7 Integral to the Master Plan will be the promotion of a continually developing program to communicate the Parties' values in conservation, environmental restoration and remediation, and long-term thinking about the ecosystem, to visitors to the Valley and to the population of the Haudenosaunee and Hamilton in general.

- 2.8 Each of the Parties has agreed to approve the Master Plan as part of its law. Since the same Master Plan will exist in each legal system, neither will have primacy over the other: the two laws will be parallel and equally respectable.
- 2.9 The Master Plan will come into effect when it is approved by both the Council of the Haudesosaunee at the Grand River Territory and the Council of the City of Hamilton.
- 2.10 Each Party will only authorize, permit or undertake activities, actions or uses of land or resources in the Valley that are consistent with the Master Plan, the Agreement and the Sub-Agreement.

### **3. Hamilton's Specific Authority and Responsibility**

- 3.1 The construction, maintenance, operation and policing of the Roadway and city streets in the Valley will be part of Hamilton's special responsibility and authority pursuant to this Agreement. The Haudenosaunee, who have disagreed with the construction and location of the Roadway, will not have or claim any responsibility or authority over it, except as specifically stated in this Agreement.
- 3.2 Hamilton will continue to be responsible for policing, fire protection, ambulance and emergency services and waste management (including garbage collection) in the Valley. In an emergency, Hamilton may call upon the Haudenosaunee to assist in policing or fire protection in the Valley.
- 3.3 Hamilton will provide insurance coverage in the Valley at a level similar to the coverage it maintains for lands used in similar ways within its municipal boundaries. For the purposes of the Valley, the insurance policy will name the Board, its individual members, and the Haudenosaunee (that is, the Council, to the extent that it is the entity that appointed the Board members) as co-insured.
- 3.4 Hamilton will carry out its responsibilities in the Valley either directly by decisions of the City Council, through its staff, or through the members of the Board appointed by Hamilton.

#### **4. Haudenosaunee Specific Authority and Responsibility**

- 4.1 The Haudenosaunee will bear specific responsibility in the Valley for:
- a) Any burials of indigenous people that are found in the Valley, consistent with the Agreement Concerning Respect For and Protection of Human Burials in the Red Hill Creek Valley and Assurances Concerning Archaeological Work in the Red Hill Creek Valley;
  - b) Any indigenous archaeological sites that are found in the Valley, consistent with the Agreement Respecting the Human Heritage of the Valley;
  - c) Areas designated as sensitive for the protection of medicine plants in the Valley, pursuant to the Agreement on Medicine Plants and Other Significant Plants;
  - d) Educating the public about Haudenosaunee stewardship principles, through specific projects undertaken in the Valley.
- 4.2 The Haudenosaunee will carry out their responsibilities in the Valley either directly by decisions of the Council at the Grand River Territory or through the Haudenosaunee members of the Board.

#### **5. Joint Responsibility and Authority**

- 5.1 All aspects of the implementation and administration of the Master Plan that are not described above as specific responsibilities or authorities of Hamilton or the Haudenosaunee are joint responsibilities of the Parties, and will be administered under the supervision and direction of the Board.
- 5.2 The Board will be responsible for educating the public, in Hamilton, in Haudenosaunee communities, and elsewhere, about the Valley, its ecosystem, and the agreements between the Parties.

- 5.3 Where the Board is concerned that activity on the Roadway or city streets may adversely affect other parts of the Valley, the following procedure will be followed:
- a) the Board will notify Hamilton of its concerns;
  - b) Hamilton will describe the measures it plans to take to address the concerns;
  - c) the Board will carefully consider Hamilton's proposed measures, and may respond with additional or alternative proposals;
  - d) the Board may take initiatives to assist Hamilton and to protect the Valley in addressing the concerns or mitigating the adverse effects.

## **6. Maintenance, Renewal and Reporting**

- 6.1 The Board will produce an annual report, in writing, which will be presented to the Haudenosaunee and to Hamilton. The report will contain a summary of what the Board has done during the year **and** will include the Board's recommendations concerning the stewardship of the Valley for the future.
- 6.2 The Board's annual report will be delivered in a way that will permit the Haudenosaunee and Hamilton to include the report in their own reports to the people.
- 6.3 Acceptance by the Haudenosaunee and Hamilton of the Board's annual report will be a reaffirmation of their continuing commitment to this Agreement.
- 6.4 The financial operations of the Board will be audited in the same manner, at the same time, and by the same auditors as those of Hamilton. Hamilton will pay for that audit and will include the results of the audit in its annual financial report.
- 6.5 The Board will also evaluate the performance of its staff on an annual basis.
- 6.6 The Board's fiscal year will be the same as Hamilton's.

6.7 Haudenosaunee government, and its staff, and Hamilton and its staff, will co-operate with the Board in providing information and advice, subject to the requirements of applicable freedom of information and privacy laws.

**7. Amending the Master Plan, and Proposals Concerning the Use of Land in the Valley**

7.1 Where anyone proposes a change in the use of any land in the Valley, or an activity or use of land in the Valley that could affect the Valley's ecosystem or other aspects of the Valley covered by this Agreement, application will be made to the Board for authorization of such activity, use or change of use.

7.2 The Board may set and publish its requirements for applications and may deny any application that does not meet its formal requirements. The requirements may include the kinds of information required, including information on the environmental impact of the use or activity. To ensure that proposals are addressed predictably, the Board will set and publish the time it expects to take in addressing proposals.

7.3 Every application to the Board for authority to conduct construction in the Valley must, as a condition of its authorization, explain how the structures will be sustainably dismantled, and recycled or reused, at the end of their projected life.

7.4 Where an application meets the Board's formal requirements, the Board will consider the application on its merits and will make a decision based on the factors set out in paragraph 1.9. That decision will be communicated to the Parties.

7.5 The Board will calculate the cost of its consideration of any proposal and the proponent will bear that cost. If the proponent is unwilling to bear the cost of the proposal, the Board will not consider the proposal and the Parties will not approve it.

- 7.6 The Board, upon receiving an application that meets its formal requirements, will determine in a timely manner whether the proposed activity, use or change of use would require a change in the Master Plan. If the Board decides that no change in the Master Plan is required, the Board will have the authority to approve or deny the application. If the Board decides that, to permit the activity, use or change in use, a change in the Master Plan would be required, the Board will review the application and make its recommendation to the Parties.
- 7.7 After reviewing any application for an activity, use or change of use that does not require a change in the Master Plan, the Board may:
- (a) approve the proposal;
  - (b) deny the proposal;
  - (c) approve the proposal with specific changes or conditions;
  - (d) recommend studies or evaluations to be undertaken before the proposal can be fully considered;
  - (e) on its own initiative, commission independent studies of the proposal and its effect on the Valley and on areas around the Valley; the studies would be to assist and inform the Board about the proposed changes and their impact;
  - (f) on its own initiative, hold public hearings in Hamilton and at the Six Nations Grand River Territory to educate the public about the proposal and to seek public input and advice.
- 7.8 Approval by the Board pursuant to Paragraph 7.7 will not relieve any proponent of the obligation to secure any other approvals required by law.
- 7.9 Either Party, or any third party, may propose that the Master Plan be amended.
- 7.10 No amendment to the Master Plan will become effective unless both Parties have approved it in the same manner as they had approved the original Master Plan.

- 7.11 Before any proposal to amend the Master Plan may be approved by either Party, the Board must consider the proposed amendment. The Board may do any of the following:
- a) recommend to the Parties that the proposal be approved;
  - b) recommend to the Parties that the proposal not be approved;
  - c) recommend to the Parties that the proposal be approved, with specific changes or conditions;
  - (d) recommend studies or evaluations to be undertaken before the proposal can be fully considered;
  - (e) on its own initiative, commission independent studies of the proposal and its effect on the Valley and on areas around the Valley; the studies would be to assist and inform the Board about the proposed changes and their impact;
  - (f) on its own initiative, hold public hearings in Hamilton and at the Six Nations Grand River Territory to educate the public about the proposal and to seek public input and advice.
- 7.12 If Hamilton proposes to add to the paved portion of the Roadway, or to make any substantial change to the Roadway, after its initial construction, it will deliver its proposal to the Board and the Board will address the proposal pursuant to Paragraph 7.11 and not Paragraph 7.7. Such a proposal will not be considered to be an amendment to the Master Plan and will not require Haudenosaunee approval; Paragraphs 7.2, 7.3, 7.4 and 7.5 shall apply to the proposal.

## **8. Adding Land and Linking Green Space to the Valley**

- 8.1 As a matter of principle, the Parties are committed to adding land within the Red Hill watershed to the Valley as a means of reducing the impact of the development occurring in and near the Valley. Adding land to the Valley can be part of the “no net loss of habitat” principle to be applied by the Board, and can also be part of a deliberate policy of promoting wildlife corridors.

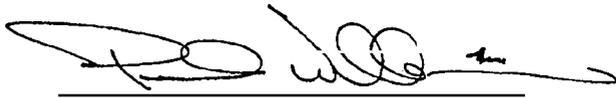
- 8.2 Land may be added to the Valley in any of the following ways:
- a) if Hamilton or the Haudenosaunee acquire legal title to a parcel of land within the watershed of Red Hill Creek, that parcel becomes part of the Valley if the Party that has acquired the land proposes to the Board that the parcel should become part of the Valley, and the Board agrees;
  - b) if Hamilton decides no longer to use the King's Forest Golf Course as a golf course, that land will be added to the Valley upon its use as a golf course ceasing;
  - c) if a third party acquires land within the watershed of Red Hill Creek, that parcel becomes part of the Valley if the third party that has acquired the land proposes to the Board that the parcel should become **part** of the Valley, and the Board agrees.
  - d) open space land owned or acquired by Hamilton adjacent to the Valley, and managed by Hamilton or a third party (such as the Hamilton Conservation Authority) shall be administered as part of the Valley if Hamilton proposes that to the Board, and the Board agrees.
- 8.3 When land has been added to the Valley, the Board will become responsible for considering that land in the context of the Master Plan, and will plan any required environmental remediation of the land, including the application of all Sub-Agreements to the land and the restoration of the land to a healthy and safe state, if necessary.
- 8.4 The Board will identify lands which, if added **to** the Valley, would enhance its ability to plan and manage the Valley as a complete ecosystem. As a matter of their long-term vision for the Valley, the Parties are committed to acquiring the identified lands, where they can be acquired from willing sellers at appropriate prices.

**9. Relations with Federal and Provincial Agencies:**

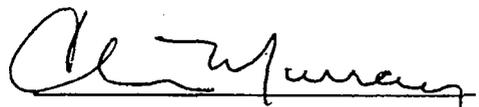
- 9.1 The Parties have agreed that they will facilitate Hamilton's compliance with the requirements of federal and provincial laws that apply to the Valley. Several federal and provincial Departments and agencies claim authority in the Valley, and have plans, rules or processes that apply to the Valley. While a web of federal, provincial and municipal regulation already applies to the Valley, the Parties are committed to ensuring that their joint stewardship of the Valley remains meaningful and that the Joint Stewardship **Board** shall have real, sustained authority in the Valley.
- 9.2 As a matter of principle, where there is an overlap between the Master Plan and the requirements of a federal or provincial law, those provisions which are most stringent in their protection of the natural world, or which are most far-sighted, will apply. Where there is an inconsistency between the Master Plan and a federal or provincial law, the Parties **will** seek to have the Master Plan govern, as it is the **more** specific and focussed provision.
- 9.3 With the consent of both Parties, the Board may accept delegations of authority from either Party or from Canadian federal, Ontario provincial or Haudenosaunee government agencies with respect to any matter affecting the Valley.
- 9.4 An Area Municipality Official Plan for Hamilton has been registered with the Ontario Ministry of Municipal Affairs. Where that Official Plan is not consistent with the Master Plan for the Valley, Hamilton will make application, supported by the Board, for changes that will make the Official Plan consistent with the Master Plan. Hamilton may choose to make all or part of the Master Plan **part** of its Official Plan.
- 9.5 As a general rule, any proposals for changes in land use in the Valley that are required by provincial law to be addressed to the City of Hamilton will be referred by Hamilton to the Board for its consideration pursuant to this Agreement. The staff of the Board will participate regularly in planning reviews with Hamilton staff.

- 9.6 The Niagara Escarpment Commission, a Commission created by Her Majesty in right of Ontario, has created a plan and rules governing development in the Niagara Escarpment area, which includes parts of the Valley. Where the Master Plan is inconsistent with the plans and rules of the Niagara Escarpment Commission, the Parties and the Board will work together to seek consistency.
- 9.7 The Department of Fisheries and Oceans of Canada regulates work in streams and rivers and protects fish habitat under the *Fisheries Act*. The Parties and the Board will work with that Department to protect fish habitat in the Red Hill Creek watershed, and to ensure that its guiding principle of “no net loss of habitat” is respected.
- 9.8 The Hamilton Conservation Authority regulates the floodplain of Red Hill Creek, downstream from the Valley. The Parties and the Board will work with the Hamilton Conservation Authority to implement aspects of the Master Plan that affect the floodplain.
- 9.9 If any work in the Valley requires an environmental assessment pursuant to the laws of Ontario or Canada, the Board will, with the support of the Parties, prepare any necessary documents for the Parties, and may take part in the assessment process on their behalf.
- 9.10 The Board will not seek to prevent any agency from doing anything that it is required by law to do.

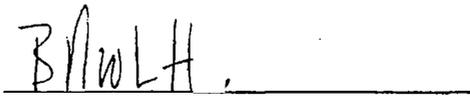
*Skariwat. We are of one mind.*



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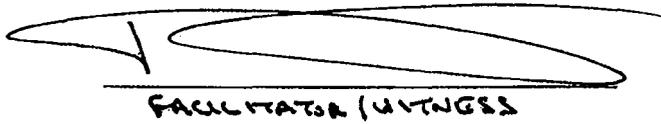
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FACILITATOR (UNINGSS)

