

THE OTTAWA FIELD NATURALISTS' CLUB BOARD OF DIRECTORS (BoD)
MINUTES OF MEETING
April 10, 2017

Fletcher Wildlife Garden Interpretation Centre, CEF, Ottawa, 7:00 p.m.

Chair: Diane Lepage

Directors Present: Annie Bélair, Ann MacKenzie, Gordon Robertson, Diane Kitching, Henry Steger, Remy Poulin, Ted Farnworth, Lynn Ovenden, Eleanor Zurbrigg, Jakob Mueller

Birds Committee Liaison: Marc Patry

Directors Absent: Fenja Brodo, Jeff Saarela, Owen Clarkin

1. Minutes of the February 2017 Meeting

Moved by Lynn Ovenden/Ann MacKenzie that the March 2017 minutes be accepted with correction of a typo.

CARRIED

2. Business arising from minutes

- (a) Ted will draft procedures for use of the Interpretive Centre for the Board to discuss on May 15.
- (b) Mitigation of turtle mortality on roads: Dave Seburn met with Diane Lepage, Jakob, Ted and Gord to sign a project contract (Annex 1). The board is very pleased that the Ontario government is ending the snapping turtle hunt; the government received 13,000 comments to its proposed regulation in Dec 2016.

3. Treasurer's Report

Ann met with the bookkeeper last week. She is preparing a 6-month status report on the budget.

4. Issues for Discussion / Decision

a) Envelope from Dynacare/Filebank

Dynacare/Filebank mailed OFNC a blank storage contract form. Ann called them to ask why. She was told they have a box that they think belongs to OFNC. They would need a letter from OFNC authorizing them to send or show the box to someone from OFNC. Ann consulted current and past directors; no one knows what is in the box. In order to resolve the matter, she will prepare a letter authorizing Dynacare/Filebank to send/show the box to someone from OFNC.

b) City of Ottawa Archives

In December 2015 the OFNC donated material to the City of Ottawa Archives to hold. They have now reviewed this material and agreed to accept it. They sent us a 'Standard Deed of Gift' form to sign and return indicating that we agree with the terms and conditions (Annex 2). This form will cover all subsequent material the club donates to the Archives, such as Board minutes and reports of major

OFNC projects. The City Archives will not be keeping the resumes included in the donated material. We will be asking them to securely destroy these files.

Moved by Ann MacKenzie / Lynn that the OFNC accept the City of Ottawa Archives Terms and Conditions and sign the Standard Deed of Gift form to so indicate. **CARRIED**

c) Location for OFNC Monthly Meetings

AAFC denied OFNC use of Salon A on two recent Tuesday evenings, due to AAFC's need of the room during the day. Although OFNC was able to re-schedule the room, speakers and audience for the February and April monthly meetings, Jakob wants to explore alternative venues that might be rented for OFNC's monthly meetings. The board supports this idea.

d) Mer Bleu Bird Feeder

Roy John, who has refilled the bird feeder in the red pine stand near the boardwalk, wrote to Jakob and Diane, suggesting that the feeder be moved to Hilda Road near Shirley's Bay. The feeder may be in poor repair. This is a question for the Birds Committee to consider and decide, i.e. whether to maintain/repair the feeder at Mer Bleu and whether to create a new one somewhere else.

4. Committee Updates

a) Birds

Anouk Hoedeman requested \$1000 to cover her travel to the North American Birds and Buildings symposium in Pittsburgh, April 7-9. Ann noted that this expense can come from money in SafeWings' budget.

With Anouk's support, the Birds Committee proposes that SafeWings become a stand-alone committee of OFNC, rather than a project of the Birds Committee.

Moved by Gord Robertson/ Ted Farnworth that the board accept in principle the Birds Committee's recommendation that SafeWings become a stand-alone committee of OFNC. The board requests that Birds Committee and SafeWings develop Terms of Reference for SafeWings, name a SafeWings representative to the Board, and participate in the budget process by September 1, 2017.

CARRIED

b) Education and Publicity

The committee will host an open house at FWG on Saturday April 15 to encourage more residents to visit the garden. The 6 springtime storyboards are ready to be installed around FWG when the ground thaws. OFNC's sponsorship opportunity for the ON Nature Youth Summit is posted on ofnc.ca. Gord tried to give a nature talk to a group of Sparks. We met many people interested in OFNC with our display at the city's April 6 Wildlife talk. Ted suggested asking other organizations to help publicize OFNC events by posting a link on their website.

c) Fletcher Wildlife Garden

Ted posted 5 "volunteer opportunities" on <http://www.volunteerottawa.ca> . About 20 people have asked to volunteer at FWG through this process. Ted and Gord inventoried signs at FWG to see which

ones need to be replaced or repaired this spring. The Spring Fling potluck will be on April 30.

d) Macoun Field Club

Diane Kitching reported that MFC had two indoor meetings with talks by Rob Alvo (on Gambia and his book *Being a Bird in North America*) and Roy John (Mongolia). On April 8 they had a field trip to the study area.

e) Membership

Henry thinks membership may decline this year and that last year's new members don't seem to be renewing.

f) ON Nature

Gord hosted the meeting of eastern Ontario reps, at FWG on April 8. Tony Beck and Nina Stavlund led the group on a birding walk in the afternoon.

5. Motion to adjourn by Ann MacKenzie/ Henry Steger. **CARRIED**

Recording Secretary: Lynn Ovenden

- Meetings in 2017
- May 15
- June 19
- September 18
- October 16
- November 20
- December 11

Diane LePage
 President
 Ottawa Field-Naturalists' Club

Date

Lynn Ovenden
 Recording Secretary
 Ottawa Field-Naturalists' Club

Date

Annex 1. Project Contract: Mitigation of Turtle Mortality on Roads.

THIS AGREEMENT made as of the 10th day of April, 2017.

BETWEEN:

OTTAWA FIELD NATURALIST'S CLUB, a non-profit, wildlife conservation organization
(hereinafter the "Club")

AND:

David Seburn, a professional biological consultant
(hereinafter the "Contractor")

WHEREAS the Club is Canada's oldest natural history club and is dedicated to promote the appreciation, preservation, and conservation of Canada's natural heritage, fostering awareness and enjoyment of Canada's natural world;

AND WHEREAS the Club and the Contractor want to improve the survival and recovery of Freshwater Turtles in the Ottawa area through surveys and recommendations for mitigation measures;

AND WHEREAS the Club wishes to engage the services of the Contractor to undertake turtle recovery initiatives in the Ottawa region of Ontario by means of carrying out field surveys, road mortality surveys, mortality hotspot analysis and establishing relationships with authorities responsible for implementing road mortality mitigation such as the City of Ottawa and the Ontario Ministry of Transport; more specifically described in the Statement of Work portion of the contract and subject to the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the promises and agreements set forth in this Agreement ("Agreement"), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree with each other as follows:

1. Relation of the Parties

- 1.1. Neither the Contractor, nor any of its employees or agents, shall, in any sense, be considered employees or agents of the Club, nor shall the Contractor, its employees or agents be entitled to any benefits, perquisites, or privileges given or extended to the Club's employees, except as may be set out in this Agreement.

2. Roles and Responsibilities

- 2.1. Where possible, the Contractor may create materials to foster greater awareness of this initiative or materials shall be developed jointly by the Contractor and by the Club, and subject to the Club's approval in writing where it includes references to the Club's images, logos or trademarks. This includes promotional announcements, web advertisements, and other materials included with the Contractor's communications to the general public.

3. Statement of Work

3.1. During the term of this Agreement the services of the Contractor shall consist of managing a turtle recovery project, as outlined in Sections 3.3 and 304.

3.2. Background: Freshwater turtles as a whole are in decline throughout Ontario and the rest of Canada. Of the eight species of freshwater turtles found in Ontario, only one is not designated under Ontario's Endangered Species Act and the Federal Species at Risk Act. Road mortality and habitat loss are having the largest impact on turtle populations in general, Nest predation is also a large factor in population declines specifically in areas with large predator populations that are maintained by human influence.

3.3. Description of Work:

Field and Road Surveys

Surveys for at-risk freshwater turtles will be carried along appropriate roads and wetlands in search of occurrences. The contractor will undertake an exercise to identify priority wetlands in which to carry out visual (basking) surveys, which will be carried out during the active season. The contractor will undertake an exercise to identify priority roads for survey. These will be subsequently surveyed by driving the route slowly during the nesting season. Turtle occurrences will be documented with GPS and provided to the Ontario Ministry of Natural Resources and Forestry as well as the Ontario Reptile and Amphibian Atlas to help inform areas for regulated habitat and/or habitat protection.

Nesting surveys and nest protection

Surveys for nesting activity along roads will be carried out along priority roads during the nesting season. Where appropriate, nests at high risk of predation will be protected by means of preventative caging and monitored for effectiveness. Nests will be documented with GPS and monitored for activity and/or predation.

Mitigating road mortality

Information gathered from road surveys will be analyzed to determine areas of mortality hotspots. The contractor will compile information and methods on various mitigation strategies for turtle road mortality, along with an assessment of which are most effective under various scenarios. The contractor will work to develop a relationship with the Ontario Ministry of Transport and the City of Ottawa with respect to mitigating road threats to turtles. Working with these agencies, hotspots identified through this project will be brought forth and assessed for potential mitigation and the most effective methods.

3.4 Deliverables:

Deliverables		Dates
	Description	
1	Survey plan, priority roads and priority wetlands identified. Initiation of nest and field surveys	June 1, 2017

2	Completion of nest surveys and preliminary results	July 1 , 2017
3	Completion of road and 'wetland surveys and preliminary results	August 1, 2017
4	'Final report and presentation, including results of road mortality and wetland surveys, potential areas for mitigation, final results of nest surveys	October 1, 2017

4. Length of Term of Agreement

4.1. The term of this Agreement shall commence with effect from May 1, 2017, and shall continue in force until October 13 2017, unless it is terminated earlier in accordance with the provisions of this Agreement.

5. Fees and Expenses

5.1. The terms of the Contractor's remuneration for its services rendered pursuant to the Agreement shall be as follows:

5.2. Total remuneration payable to the Contractor for its services rendered pursuant to the Agreement is twenty four thousand dollars (\$24,000) plus HST over a period of five months;

5.3. Payments to the Contractor will be paid upon invoice as follows:

Schedule of a ments

Deliverables	Cost
Payment # 1 related to the deliverable # 1	\$4,800
Payment # 2 related to the deliverable # 2	\$9,600
Payment # 3 related to the deliverable # 3	\$4,800
Payment # 4 related to the deliverable # 4	\$4,800
Total (excluding HST)	\$24,000

6. Early Termination

6.1 .The Agreement may be terminated at any time by the mutual consent of both parties, in . writing.

6.2. The Club may terminate this Agreement at any time for cause, upon notice in writing to the Contractor, and without further obligation as regards future payment(s) to the Contractor, except in respect of payments properly earned and expenses properly incurred by the Contractor, though not yet paid to the date of notice in writing of such termination.

7. Waiver, Modification, Cancellation of Agreement

7.1. Any permitted waiver, modification or cancellation in respect of this Agreement must be in writing and signed by the relevant party or parties or same shall have no effect and shall be void.

8. Governin Law and Attornment

8.1. This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of, the Province of Ontario, and the parties attorn to the jurisdiction of the Courts of Ontario.

9. Independent Legal Advice

9.1. The parties acknowledge that they have read, understood and agree to the terms as set out in this Agreement. The parties acknowledge that the terms of this Agreement are fair and reasonable and that each has had independent legal advice or the opportunity to obtain independent legal advice prior to signing this Agreement.

10. Entire Agreement

10.1. This Agreement constitutes the entire Agreement between the parties, and any and all previous representations, agreements, written or oral, express or implied, between the parties or on their behalf, relating to this Agreement, are terminated and cancelled and each of the parties releases and forever discharges the other from all actions, causes of action, claims, demands whatsoever, under or in respect of any previous agreements. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express or implied between the parties other than as expressly set forth in this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement this 10th day of April, 2017.

OTTAWA FIELD NATURALIST CLUB

Per: Diane Leboe
(i have authority to bind the Club)

David Seburn

David Seburn Per:

Annex 2. City of Ottawa Archives, Standard Deed of Gift



Standard Deed of Gift

BETWEEN Ottawa Field-Naturalists Club
PO Box 35069, RPO Westgate
Ottawa, ON K1Z 1A2

(hereinafter called the "Donor")

AND

THE CORPORATION OF THE CITY OF OTTAWA, represented by the City Archivist (hereinafter called "the Archives")

WHEREAS the Donor wishes to make a gift to the Archives of material of archival significance, together with the copyright thereto, which gift is more particularly described in Appendix "A" hereto and hereinafter called "the Donation" subject to the terms and conditions described in Appendix "B";

AND WHEREAS the Donation was delivered to the Archives on 18 December 2015;

NOW THEREFORE THIS DEED WITNESSETH that the Donor hereby gives and transfers unto the Archives the full and unencumbered title to the Donation and assigns unto the Archives the copyright of the material for which he is the owner in the Donation;

TO HAVE AND TO HOLD the material and copyright unto the Archives, its successors, administrators (tutors and curators) and assigns absolutely;

IN WITNESS WHEREOF the Donor has signed and sealed this Deed on the date hereunder written.

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

Donor

Address

Date

Accepted in the presence of

Accepted for the Archives by

Witness

Address

Date

APPENDIX A: Description of Gift

T151218.10515.1

Ottawa Field-Naturalists Club fonds. -- 1970-2011. -- ca. 1.6 m of textual records. --

Records relate generally to the OFNC Council, its Publications Committee and various publications, the Club's operations, assets and membership, grant applications, and the Fletcher Wildlife Garden, especially its operations, planning, and Management Committee. Records include a file of resumé.

APPENDIX B: Terms & Conditions

1. The Donor will be given first refusal on any and all material subsequently determined by the Archives as having no archival significance, prior to the disposition of that material.
2. The Donor agrees to transfer to the Archives accrued material of archival significance.
3. Any and all further materials pertaining to the same object or purpose subsequently donated by the Donor shall be covered by this agreement as an accrued addition to the first part.
4. The Donor acknowledges that the Archives will impose access restrictions where required to protect the privacy of third-party records contained within the donation.
5. The transfer of copyright to the City is subject to the Donor retaining an unlimited licence to copy the material and use the copies for its own purposes.
6. The Donor will provide assistance in determining the ownership of the copyright in photographic material for which it does not hold the copyright.