**Decision Support Tool – Screening Criteria**

All criteria in Tables 1 and 2 of the Decision Support Tool are intended to help practitioners determine whether an area meets the Pan-Canadian standards and is therefore eligible to be reported as a Protected Area or an “Other Effective Area-based Conservation Measure" (OECM) under the pan-Canadian standards. Criteria in Table 1 apply similarly to both Protected Areas and OECMs. Criteria in Table 2 help to both define and distinguish between Protected Areas and OECMs. All criteria in Table 2 must be met at the PA level for an area to be reported as protected, or at the OECM level or combination of OECM and PA levels for an area to be reported as an OECM. **This template is intended to be used in conjunction with the decision support tool and detailed interpretation guide.**

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| **BASIC INFORMATION** | |
| **Name of Site** | Private Land (MHHC Conservation Agreement) |
| **Designation** | Conservation Agreement |
| **Province/Territory** | Manitoba |
| **Year of Establishment / Securement** | 2015 |
| **Area (ha)** | 80.9 ha |
| **Management Authority** | Manitoba Habitat Heritage Corporation (MHHC) |
| **Explanation of Management Authority** *(optional)* | A non-profit Crown corporation formed to work in partnership with Manitoba landowners to maintain and enhance fish and wildlife habitat. |
| **Governance Type *(CPCAD type*)** | Private |
| **Legal Basis / mechanism(s)** | The Conservation Agreements Act/Conservation Agreement between MHHC and private landowners |
| **Explanation of legal basis / mechanism(s)** *(optional)* | A Conservation Agreement is a legal contract, registered on the land’s title, designed to provide long-term protection of wildlife habitat. The agreement is between the landowner and MHHC within which the landowner agrees retain the natural habitat. For this, the landowner receives a tax receipt or cash payment. |
| **Summary of Essential / Relevant natural, social and cultural values** | The habitat is protected for the conservation of federally-listed species at risk (SAR) and provides direct benefits to three SAR by protecting required habitat in perpetuity. This property consists of native mixed-grass prairie habitat, including both dry uplands and wetland habitat. On this site, there are recorded occurrences of Baird’s sparrow, Chestnut-collared longspur (SARA Rank: Threatened) and Grasshopper sparrow. |

| **TABLE 1: STANDARDS COMMON TO PROTECTED AREAS AND OECMS** | | | | |
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| **CRITERIA:** | **INTENDED EFFECT OF THE CRITERION** | **SCREENING CHOICE** | **EVIDENCE-BASED RATIONALE  Rationale/evaluation of how area meets or does not meet the intended effect of the criterion** | **MEETS INTENDED EFFECT?** |
| **GEOGRAPHICAL SPACE** | Demarcates the area to facilitate the in-situ conservation of biodiversity. | A. The geographical space has clearly defined and agreed-upon borders. | The landowner is provided with a map outlining the area in which MHHC has purchased an interest. The area is spatially referenced to standard coordinate systems. The complete agreement, including the map demarcating the protected area, is registered on the land title. | Yes |
| **EFFECTIVE MEANS – 1** | Activities incompatible with the in-situ conservation of biodiversity do not occur and compatible activities are effectively managed. | C. The mechanism(s) does/do not provide sufficient ability to prevent and/or manage activities within the area that are likely to have impacts on biodiversity. | While effective means exist for the landowner to prevent or management most activities that are likely to impact biodiversity, the site is in an area of known oil and gas deposits. There is a high risk of the exercise of subsurface rights that could negatively impact biodiversity; oil and gas operations occur in the vicinity.  Management of lands defined by the conservation interest is left as a responsibility of the current and future landowners, within the limits prescribed in the conservation agreement contract. This means that the landowner cannot undertake activities within the conservation area that will “disrupt the ecosystem components”.  The agreement only provides an interest in the surface rights and does not limit access to mineral rights. While the mineral rights, including access to, are not extinguished under this agreement, the landowner is obligated under the terms of the conservation agreement to prevent damage to the ecosystem components. This includes the destruction or deterioration of native uplands and wetlands.  In the event that impacts to the lands under a conservation interest cannot be avoided, MHHC seeks compensation from the developer, in-lieu of seeking them from the landowner. In advance of seeking compensation, MHHC works with the landowner and development company to avoid the conservation lands, and if not possible, to implement impact minimization and restoration procedures. Any residual impacts from the development are then compensated for through the restoration and protection of like habitat in the vicinity of the impacted lands. All compensation is done at a multiple, thereby ensuring no-net-loss of habitat. | No |
| **EFFECTIVE MEANS – 2** | C. The mechanism(s) does/do not compel the authority(ies) to prohibit activities incompatible with the in-situ conservation of biodiversity and/or incompatible activities are being allowed or are likely to occur. | Impacts to the lands under protection must be prevented by the landowner and conditions of funding are such that the Holder (MHHC) must monitor and prohibit activities that will damage habitat.  The agreement only provides an interest in the surface rights and does not limit access to mineral rights. The landowner is compelled to prohibit activities that will damage habitat, but does not have authority to prevent access by subsurface rights holders. Any attempts by the landowner to prevent a company from accessing their subsurface rights by denying surface access is likely to be overridden by appeal. If subsurface resource extraction occurs, MHHC and the landowner(s) work closely with the subsurface rights holder to limit the impacts on surface habitats but cannot legally prevent potentially significant impacts to the surface and biotic zone over the duration of the lease. However, once the subsurface lease is expired, the Mines and Minerals Act requires the area to be reclaimed and certified. Through this process, MHHC works with Mines and Minerals to ensure all affected areas are appropriately reclaimed, to a standard deemed acceptable by MHHC, after the development project’s life and thus limit the long-term loss of habitat.  To date MHHC has not been able to demonstrate a history of preventing surface access when pressured by industry. | No |
| **LONG TERM** | The area is permanently protected or conserved and not easily reversed. | A. The mechanism(s) is/are intended to be in effect for the long term and not easily reversed. | A conservation interest is registered with the Land Title and remains with the title in the event the land is sold.  According to the Act, voluntary termination of the conservation interest would require agreement from both the landowner and MHHC. In the event there is no agreement on an application to the courts is required. Because the MHHC’s work is governed by their mission and values, and they are responsible to the Minister of Sustainable Development, the mechanisms they use to protect biodiversity can only be reversed with great difficulty. It is highly unlikely that MHHC would voluntarily agree to the termination of a conservation agreement as it would be against their mission to deliver conservation initiatives that promote ecosystem health and biodiversity. In addition it is highly unlikely that the Minister of Sustainable Development would consent.  In accordance with the Act a landowner may apply to court to terminate a conservation interest on the ground that the continued existence of the conservation agreement is an unreasonable hardship for the landowner.  If an application to terminate a conservation agreement is rejected by the courts, no further application to terminate the same conservation agreement on that ground may be made until 20 years have elapsed from the date of the first application.  To date one MHHC conservation interest has been voluntarily extinguished by MHHC. All other requests have been denied. | Yes |
| **TIMING** | Biodiversity is protected or conserved year-round. | A. The mechanism(s) is/are in effect year-round | CA’s do not have a seasonal component and are in effect year round. | Yes |

| **TABLE 2: STANDARDS THAT FURTHER DEFINE AND DISTINGUISH BETWEEN PROTECTED AREAS AND OECMS** | | | | |
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| **CRITERIA:** | **INTENDED EFFECT OF THE CRITERION** | **SCREENING CHOICE** | **EVIDENCE-BASED RATIONALE:**  **Rationale/evaluation of how area meets or does not meet the intended effect of the criterion** | **OUTCOME** |
| **SCOPE OF OBJECTIVES** | Objectives have sufficient scope to result in the in-situ conservation of biodiversity. | A. The objectives are for the in-situ conservation of biodiversity as a whole, or for indigenous values accomplished through the in-situ conservation of biodiversity. | The habitat is protected for the conservation of three federally-listed species at risk (SAR). These species rely on the existence of native prairie and all its components and diversity to provide habitat for nesting, breeding and foraging. | Yes - PA |
| **PRIMACY OF OBJECTIVES** | Objectives are such that they result in the in-situ conservation of biodiversity. | A. Conservation objectives are stated as primary and overriding of other objectives. | MHHC has a mandate to conserve, restore and enhance fish and wildlife habitat and populations, and is responsible to the Minister of Sustainable Development. From the beginning, MHHC focused its work on private lands in Manitoba and was structured to generate innovative solutions to conservation challenges that benefit both the landowner and wildlife. For more than 25 years, MHHC has continued to expand its role as a facilitator of conservation partnerships and delivery agency for voluntary, farm-friendly conservation initiatives that promote ecosystem health and biodiversity.  Under the Act a conservation agreement places a conservation interest on the land which legally imposes restrictions for the protection and enhancement of natural ecosystems, wildlife or fisheries habitat, or plant and animal species. Consequently, activities which may impact the native grassland, and its associated biodiversity, are prohibited within the area defined by the conservation interest. | Yes - PA |
| **GOVERNING AUTHORITIES** | The in-situ conservation of biodiversity is not jeopardized by relevant governing authorities. | E. Not all relevant governing authorities acknowledge and abide by the conservation objectives of the area or by a management regime likely to result in the in-situ conservation of biodiversity. As a result, the area is not managed in a manner likely to de | MHHC does not have authority from the landowners to publicly report on the status of this property. Additionally, it is unlikely the subsurface rights holder would support recognizing this site as a protected area as it would limit their ability to exercise their rights.  Manitoba Agriculture and Resource Development has a mandate to continue the responsible development of petroleum and mineral resources and would not support protected area designations on areas where the subsurface rights are not held by the landowner or the Crown.  Prior to the registration of a conservation interest, the local municipality and conservation district are notified and afforded an opportunity to comment on the proposed protection. Once finalized, the conservation interest is registered on the land title and is legally binding. Relevant governing authorities recognize and abide by the terms of the agreement, excepting the holders of mineral rights.  The landowner may prevent a company from accessing their subsurface rights by denying surface access however this decision can be overridden by appeal. | No |
| **BIODIVERSITY CONSERVATION OUTCOMES** | Biodiversity is conserved in-situ. | B. The area is being managed with the intent of, and is likely achieving, the conservation objectives. | The habitat is protected for the conservation of federally-listed species at risk (SAR) and provides direct benefits to three SAR by protecting required habitat in perpetuity. This property consists of native mixed-grass prairie habitat, including both dry uplands and wetland habitat. On this site, there are recorded occurrences of Baird’s sparrow, Chestnut-collared longspur (SARA Rank: Threatened) and Grasshopper sparrow. | Yes - PA |

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| **SUMMARY OF ASSESSMENT** | |
| **OUTCOME / EVALUATION** | **Screening Outcome:** Neither  Is this an Interim Target 1 area: no  Is this a candidate Target 1 area: no  **Currently reported to CPCAD/CARTS?** No  **Total Area (ha) to be reported to CPCAD/CARTS:** |
| Identify deficiencies that could be overcome in order to report as PA or OECM | Deficiencies could be addressed by the withdrawal of all subsurface rights including oil and gas rights, or preventing surface access to subsurface rights via legal or policy mechanisms or demonstrate a history of preventing access to subsurface rights through other means. |
| Lead evaluator / assessor | Originally evaluated for a CCEA case study. |
| Communications / Engagement | Transferred to this current format by Abby Menendez, CWS-ECCC |
| Approvals | Jason Kelly, Ecological Reserve and Protected Areas Specialist, Parks and Natural Areas Branch, Manitoba Conservation and Water Stewardship, Government of Manitoba |