

NIAGARA PENINSULA CONSERVATION AUTHORITY
Board of Directors Meeting
September 25, 2026, 10:00 a.m.
Carolinian Hall
3350 Merrittville Hwy., Thorold ON
AGENDA

CALL TO ORDER – ROLL CALL

The Niagara Peninsula watershed is situated within the traditional territory of the Haudenosaunee, Attiowonderonk (Neutral), and the Anishinaabeg, including the Mississaugas of the Credit—many of whom continue to live and work here today. This territory is covered by the Upper Canada Treaties (No. 3, 4, and 381) and is within the land protected by the Dish with One Spoon Wampum agreement. Today, the watershed is home to many First Nations, Métis, and Inuit.

1. APPROVAL OF AGENDA

2. DECLARATIONS OF CONFLICT OF INTEREST

3. APPROVAL OF MINUTES

3.1. Minutes of the Full Authority Meeting dated, July 24, 2026

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4. CHAIR'S UPDATE

5. CORRESPONDENCE

5.1. Correspondence dated September 2, 2026 from Mississaugas of the Credit First Nation RE: Consultation on Proposed Governance Regulations for Regional Conservation Authorities and the Ontario Provincial Conservation Agency (ERO #026-0704)

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5.2. Correspondence dated September 9, 2026 from Hassaan Basit, CEO, Ontario Provincial Conservation Agency RE: Municipal Elections and Conservation Authority Board Governance

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5.3. Correspondence dated September 10, 2026 from Conservation Ontario RE: Consultation on Proposed Governance Regulations for Regional Conservation Authorities and the Ontario Provincial Conservation Agency (ERO #026-0704)

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5.4. Correspondence dated September 9, 2026 from Hassaan Basit, CEO, Ontario Provincial Conservation Agency RE: OPCA Authorization for Proposed Service Agreement with Ducks Unlimited Canada related to Restoration of Binbrook Conservation Area

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5.5. Correspondence dated August 31, 2026 from Town of Fort Erie Mayor Wayne Redekop and CAO Chris McQueen RE: 2026 AMO Conference Delegation

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6. PRESENTATIONS

6.1. St. Johns Centre Conservation Area Mill House Project

Presented by Adam Christie, Director of Conservation Areas, and Petra Matar, Principal, DPAI and David Premi, Principal and CEO, DPAI

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6.2. Regional Consolidation of Conservation Authorities Update and NPCA Comments on Proposed Governance Regulations (*distributed separately*)

Presented by CAO/Secretary-Treasurer, Leilani Lee-Yates.

7. DELEGATIONS

8. CONSENT ITEMS

8.1. Report No. FA-25-26 RE: Consultation on Proposed Governance Regulations for Regional Conservation Authorities and the Ontario Provincial Conservation Agency (ERO #026-0704) - NPCA Comments (*distributed separately*)

9. DISCUSSION ITEMS

9.1. Report No. FA-22-26 RE: St. Johns Centre Conservation Area Mill House Project

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9.2. Report No. FA-23-26 RE: Composting Eco Toilets

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9.3. Report No. FA-21-26 RE: Delegation of the Responsibilities under *Municipal Freedom of Information and Protection of Privacy Act*

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9.4. Report No. FA-24-26 RE: Lease Agreement with the Fort Erie Conservation Club

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10. COMMITTEE REPORTS

11. MOTIONS

12. NOTICES OF MOTION

13. NEW BUSINESS

14. CLOSED SESSION

15. ADJOURNMENT

NIAGARA PENINSULA CONSERVATION AUTHORITY
Board of Directors Meeting Minutes
July 24, 2026, 10:00a.m.
Carolinian Hall
3350 Merrittville Hwy., Thorold ON

MEMBERS PRESENT R. Foster, Chair
 B. Clark
 D. Cridland
 B. Grant
 J. Metcalfe, Vice Chair
 P. O'Neill
 M. Seaborn
 M. Tadeson
 A. Witteveen

REGRETS: S. Beattie

STAFF PRESENT: L. Lee-Yates, CAO/Secretary-Treasurer
 A. Christie, Director, Conservation Areas
 J. Culp, Manager, Compliance & Enforcement
 Z. Dadson, Manager Grants & Project Coordination
 M. Davis, Manager, Office of the CAO & Board
 D. Deluce, Director, Planning & Development
 L. Gagnon, Director, Corporate Services
 N. Green, Director, Watershed Strategies & Climate Change
 E. Navarro, Communications and Marketing Specialist
 S. Pfeifer, Investor & Donor Relations Officer, NPCF
 G. Shaule, Administrative Assistant
 S. Zavarella, Manager, Communications & Public Relations
 K. Partridge, Program Associate

The meeting was called to order at 10:00 a.m.

1. APPROVAL OF AGENDA

Resolution No. FA-68-2026
Moved by: Donna Cridland
Seconded by: John Metcalfe

THAT the agenda for the Full Authority Board meeting held on July 24, 2026 **BE APPROVED.**

CARRIED

2. DECLARATION OF CONFLICTS OF INTEREST

There were none.

3. APPROVAL OF MINUTES

Resolution No. FA-69-2026

Moved by: Mark Tadeson

Seconded by: Brad Clark

THAT the Minutes of the Full Authority Meeting dated June 26, 2026 and the Closed Session Minutes of the Full Authority Meeting dated June 26, 2026 **BE APPROVED.**

CARRIED

4. CHAIRS UPDATE

- Chair Foster highlighted a recent site tour in Fort Erie with Member of Parliament Chris Bittle, NPCA staff and municipal representatives, showcasing conservation projects and federal investment through the 2 Billion Trees program.
- Chair Foster recognized the heritage designation of St. Johns Centre Conservation Area in partnership with the City of Thorold and Heritage Thorold.
- Chair Foster provided an update on the Lake Ontario Coastal Resilience Pilot Project and upcoming community engagement activities along the shoreline.
- Chair Foster recognized the 80th anniversary of the Conservation Authorities Act and noted an upcoming social media campaign celebrating the history and future of conservation authorities in Ontario.
- Chair Foster yielded the floor to CAO/Secretary-Treasurer Lee-Yates, who provided an update on the appointment of Jacqueline Johnson as Project Executive for the Western Lake Ontario Regional Conservation Authority transition and anticipated next steps for the Transition Committee.
- CAO Lee-Yates also highlighted funding received through Conservation Ontario's Resilient Agricultural Landscape Program – Marginal Lands Initiative to support ecosystem restoration projects on agricultural lands.
- Chair Foster yielded the floor to Member Cridland to provide a Foundation update. Member Cridland noted the Foundation's recent approval of funding to support NPCA projects and highlighted the inaugural Golden Hour Gala taking place that evening at Ball's Falls Conservation Area. Member Cridland recognized the strong community, partner and sponsor support received for the event.

5. CORRESPONDENCE

Resolution No. FA-70-2026

Moved by: Michelle Seaborn

Seconded by: Donna Cridland

THAT the following Correspondence **BE RECEIVED**:

5.1. Correspondence dated June 26, 2026 from the Minister of the Environment, Conservation and Parks RE: Minister's direction under section 1.14 of the *Conservation Authorities Act* with respect to budget and apportionment matters

5.2. Correspondence dated July 10, 2026 from Credit Valley Conservation RE: Regional Consolidation

5.3. Correspondence dated July 15, 2026 from Ontario Provincial Conservation Agency RE: Appointment of Project Executives for Regional Transition Committees

5.4. Correspondence dated July 15, 2026 from the City of Thorold RE: Resolution Respecting Support for Modernizing Ontario's Invasive Plants Rules to Protect Taxpayers and Municipal Lands

6. PRESENTATIONS

6.1. Transition to Regional Conservation Authorities Update

CAO/Secretary-Treasurer, Leilani Lee-Yates, provided an update on the transition to regional conservation authorities, including anticipated next steps and timelines for the Transition Committee and the Minister's Direction regarding the 2027 budget process. An update was also provided on preliminary municipal consultations, the authorization process for restricted decisions, and anticipated information from the Ontario Provincial Conservation Agency.

Resolution No. FA-71-2026

Moved by: Albert Witteveen

Seconded by: Patrick O'Neill

THAT the Transition to Regional Conservation Authorities Update presentation **BE RECEIVED**.

CARRIED

7. DELEGATIONS

There were none.

8. CONSENT ITEMS

Resolution No. FA-72-2026

Moved by: John Metcalfe

Seconded by: Mark Tadeson

THAT the following items **BE RECEIVED**:

8.1 Report No. FA-17-26 RE: Compliance and Enforcement 2020-2025 Program Statistics

8.2 Report No. FC-08-2026 RE: Financial Report – June 2026

CARRIED

9. DISCUSSION ITEMS

9.1. Report No. FA-20-26 RE: Wetland Conservation Agreement with Ducks Unlimited Canada

CAO/Secretary-Treasurer, Leilani Lee-Yates, provided a brief presentation on the report and indicated that staff have the delegated authority to approve these types of long-term agreements. However, due to the Minister's Direction with respect to the cap on the length of agreements which may be entered into, staff are seeking approval from the Board to request permission from OPCA to proceed.

A friendly amendment was made to the motion to recognize confirmed partner funding and potential risks to long-standing partnerships and stalled restoration work.

Resolution No. FA-73-2026

Moved by: Donna Cridland

Seconded by: Brad Clark

WHEREAS NPCA acquired agricultural lands adjacent to Binbrook Conservation in 2025 with the intention of completing habitat restoration and enhancement work;

WHEREAS long-term monitoring and stewardship are critical components of ensuring the success of restoration work;

WHEREAS conservation authorities are temporarily prohibited from providing a service where the duration of the provision of service exceeds two years in length, unless authorization is obtained from the Chief Executive Officer of the Ontario Provincial Conservation Agency (OPCA);

WHEREAS a resolution of the authority supporting the proposed decision must be submitted to OPCA for consideration of such requests;

WHEREAS external funding from Ontario Power Generation and Ducks Unlimited Canada has been confirmed to cover the full cost of the wetland restoration project, totaling approximately \$100,000;

WHEREAS NPCA has identified potential risks to long-standing partnerships and stalled restoration work without authorization to proceed with the proposed wetland conservation work;

THAT Report No. FA-20-26 RE: Wetland Conservation Agreement with Ducks Unlimited Canada **BE RECEIVED**;

AND THAT staff be **DIRECTED** to seek authorization from OPCA as per the Minister's Direction regarding temporary restrictions provided on May 1, 2026;

AND THAT staff **BE AUTHORIZED** to enter into an agreement with Ducks Unlimited Canada to formalize collaboration and long-term stewardship of the wetland restoration project at Binbrook Conservation Area;

AND FURTHER THAT staff **EXECUTE** necessary documents upon authorization, if received.

CARRIED

9.2 Report No. FA-19-26 RE: Long-term Meadow Habitat Stewardship Agreement with Metrolinx

Natalie Green, Director, Watershed Strategies & Climate Change, provided an overview of the proposed wetland conservation agreement with Ducks Unlimited Canada for lands adjacent to Binbrook Conservation Area. She noted that the project would restore approximately 1.2 hectares of wetland habitat and that external funding from Ontario Power Generation and Ducks Unlimited Canada had been confirmed to cover the full cost of the project, approximately \$100,000.

The Board discussed the requirement to obtain authorization from the Ontario Provincial Conservation Agency (OPCA) for agreements extending beyond two years under the Minister's Direction. A friendly amendment was made to the motion to recognize confirmed partner funding and the potential risks to long-standing partnerships and stalled restoration work should authorization not be received.

Resolution No. FA-74-2026

Moved by: Albert Witteveen

Seconded by: Mark Tadeson

WHEREAS long-term monitoring and stewardship are critical components of ensuring the success of restoration work;

WHEREAS conservation authorities are temporarily prohibited from providing a service where the duration of the provision of service exceeds two years in length, unless authorization is obtained from the Chief Executive Officer of the Ontario Provincial Conservation Agency (OPCA);

WHEREAS a resolution of the authority supporting the proposed decision must be submitted to OPCA for consideration of such requests;

WHEREAS Metrolinx has committed to covering all costs associated with the meadow and shrub thicket restoration project in initial project scoping discussions;

WHEREAS NPCA has identified potential risks to long-standing partnerships and stated restoration work without authorization to proceed with the proposed habitat restoration work;

THAT Report No. FA-19-26 RE: Long-Term Meadow Habitat Stewardship Agreement with Metrolinx Canada **BE RECEIVED**;

AND THAT staff be **DIRECTED** to seek authorization from OPCA as per the Minister's Direction regarding temporary restrictions provided on May 1, 2026;

AND THAT staff **BE AUTHORIZED** to enter into an agreement with Metrolinx to formalize collaboration and long-term stewardship of the meadow habitat restoration project at Binbrook Conservation Area;

AND FURTHER THAT staff **EXECUTE** necessary documents upon authorization, if received.

CARRIED

9.3 Report No. FC-07-26 RE: 2027 Budget Assumptions and Process

Lise Gagnon, Director of Corporate Services provided an overview of the staff report which provides the framework which guides the 2027 operating and capital budgets. The Ministers' Direction with respect to the 2027 budget process were also reviewed.

Resolution No. FA-75-2026

Moved by: John Metcalfe

Seconded by: Brad Clark

THAT Report No. FC-07-26 RE: 2027 Budget Assumptions and Process **BE RECEIVED**;

AND THAT the budget assumptions for the 2027 Operating and Capital Budgets as identified in the report **BE APPROVED** for use in the development of the 2027 budgets;

AND THAT staff **BE DIRECTED** to continue discussions relative to known funding gaps and service level agreements with municipal partners;

AND THAT a list of current known unfunded priorities **BE PREPARED** for the Board's consideration in conjunction with 2027 budgets;

AND THAT the Preliminary 2027 Budget **BE REVIEWED** by the Finance Committee and brought to the Board of Directors at the October 23, 2026 meeting for review and approval;

AND THAT staff **BE DIRECTED** to coordinate with municipal partners to ensure the 2027 budget process aligns with the Minister's direction under section 1.14 of the Conservation Authorities Act with respect to budget and apportionment matters;

AND FURTHER THAT the funding municipalities **BE ADVISED** thirty days in advance of the Levy vote in accordance with the Conservation Authorities Act and Ontario Regulation 402/22.

CARRIED

10. COMMITTEE REPORTS

10.1. Minutes of the Governance Committee meeting, dated June 26, 2026

Resolution No. FA-76-2026

Moved by: Donna Cridland

Seconded by: Michelle Seaborn

THAT the Governance Committee Minutes dated June 2026 **BE APPROVED**.

CARRIED

11. MOTIONS

There were none.

12. NOTICES OF MOTION

There were none.

13. NEW BUSINESS

13.1. Staff were directed to report back to the Board regarding the decisions received from OPCA with respect to the two agreements addressed in items 9.1 and 9.2.

13.2 Staff provided clarification regarding NPCA's role and responsibilities with respect to flood response.

13.3 Staff provided clarification regarding the difference between regulated and unregulated watercourses and NPCA's response to reported alterations to watercourses. Member Clark advised that he would provide information to staff regarding a specific property for further investigation.

13.4 Staff provided clarification on NPCA's response with respect to alteration of watercourses.

13.5 Chair Foster advised that he would initiate discussions with Niagara Region regarding Board composition and opportunities to maintain continuity in Niagara representation through the transition to the Western Lake Ontario Regional Conservation Authority.

14. CLOSED SESSION

There was none.

15. ADJOURNMENT

Chair Foster adjourned the meeting at 11:11 a.m.



September 2, 2026

Kirsten Service, Director
 Conservation and Source Protection Branch
 Ministry of the Environment, Conservation and Parks
 777 Bay Street, 5th Floor
 Toronto, ON M7A 2J3

Sent via email

Dear Ms. Kristen Service,

Thank you for providing information regarding the two proposed regulations under the *Conservation Authorities Act*.

The Mississaugas of the Credit First Nation (MCFN) is a signatory to eight treaties and has outstanding claims across southern Ontario, encompassing nearly four million acres of land. These lands include some of the most heavily developed areas in the country and have experienced significant development pressures over the past century. Given the breadth of our treaty territory and interests, MCFN is particularly affected by these proposed changes.

We remain extremely concerned that so little of the feedback that we provided, as well as the public's, seems to be reflected in the changes. Amalgamating 36 conservation authorities to 9 rather than 7 is still a significant change and will not allow conservation authorities to reflect local interests in the same way the current structure does. We want to be clear that we do not think the proposed structure will work and that gradual adjustments could resolve the issues that the Government of Ontario is concerned about. We are also unclear why the Ontario Provincial Conservation Agency is specifically supporting housing, infrastructure and economic growth. The intended purpose of conservation authorities is to protect the watershed and reduce the impacts of flooding. Supporting housing, infrastructure and economic growth should not be the role of the OPCA, and it underlines our concern that the role of this new oversight agency is predominantly to support growth. As we have stated many times in the past, MCFN is not against development; MCFN's main goal is to promote growth done in a sustainable way.

The new conservation authority model needs to be properly funded to understand and support local interests and concerns. The transition from 36 to 9 conservation authorities seems like it's being completed as quickly as possible to "streamline" development. However, a slower, more carefully developed framework would be better to ensure the success of the new model.



Mississaugas of the Credit First Nation
 2789 Mississauga Road, Hagersville, Ontario N0A 1H0



Phone: (905) 768-1133
 Fax: (905) 768-1225



We would also like to know more information about how the transition councils and watershed councils will function. Are they proposed to be the same entity?

Beyond these broader concerns, we have identified three key areas that require further consideration: reduced environmental consideration in decision-making, concerns with population-based representation, and increased consultation burden.

Reduced Environmental Consideration in Decision-Making

- The proposed regulations shift decision-making away from ecological protection and toward development and economic priorities. Specifically, the shift towards faster and more standardized development approaches. It seems the proposed changes focused on centralized data, updated floodplain mapping, and a single digital permitting platform are in place to benefit developers by reducing uncertainty and delays. This directly impacts decision making because the changes create a governance structure that facilitates development. We understand that the structure prevents any Conservation Authority insiders from being on the agency's board. So, the current Conservation Authority board members and senior staff would be ineligible for appointments to the OPCA board. One of the reasons provided for this is preventing conflict of interest, but an important ramification is that the central oversight body has less direct representation from people currently working within the local watershed organizations, directly reducing environmental consideration in decision-making.
- The proposed changes enable and prioritize development, weakening protection for watersheds and ecosystems, even though climate resilience is identified as a provincial priority. This presents a significant concern because healthy watersheds and ecosystems not only provide critical habitat for species but also play a fundamental role in climate resilience through flood mitigation, water regulation, carbon storage, and other ecosystem services. If climate resilience is truly a priority, there should be greater emphasis on protecting, restoring, and rehabilitating watershed systems. Instead, climate resilience appears to have been added as an afterthought without corresponding measures to strengthen the ecological systems that support it.

Concerns with Population-Based Representation

- Watersheds and ecosystems do not align with population boundaries which leads to the concern that environmental interests may not be adequately represented or protected under a population-driven governance model. Decision-making will become less responsive to local environmental conditions, watershed-specific challenges, and stewardship priorities.
- For example, the Niagara Region contains approximately two-fifths of the land area within the proposed Western Lake Ontario Authority but would receive only 3 of 16 board seats. In contrast, Peel Region appears to contain approximately one-eighth of the land area yet would receive 4 of 16 board seats. While this distribution may reflect population levels, it does not accurately reflect the extent of land and watershed management responsibilities within each jurisdiction.



- Additionally, MCFN's voice in governance and decision-making is not guaranteed under the proposed structure. There must be meaningful participation through a direct MCFN representative for boards on the treaty territory.

Increased Consultation and Administrative Burden

- MCFN has mentioned this before, that restructuring will generate additional consultation requirements and workload for MCFN. Greater engagement demands will strain capacity while not necessarily providing more influence in decision-making processes.

Recommendations:

- To ensure ecological protection and watershed health remain primary considerations in Conservation Authority decision-making and are not outweighed by development interests, the governance framework should reserve board seats for senior CA staff with watershed science and environmental management expertise, giving them a formal voice in decisions alongside municipal and provincial representatives. These members should be mandated to provide independent technical assessments of proposed decisions. Key decisions impacting the watershed health should require a documented review of those assessments. If the board chooses to override this scientific advice, a supermajority vote should be required. This would provide a clear mechanism for embedding environmental expertise in governance while increasing accountability and transparency.
- To provide meaningful and guaranteed opportunities for MCFN's participation in governance, include a designated MCFN representative on the board on treaty lands.
- Clearly outline how the board of directors, transition councils and watershed councils will work together. What is the role of each party? How will they work together? How will priorities be developed? Where will funding come from? How will the watershed council ensure that all priorities are being assessed in an equitable way?

We look forward to collaborating on these proposed changes and strengthening meaningful engagement for treaty holders.

Thank you,

Lindsay Wong

Manager of Environment, DOCA

Email: Lindsay.wong@mncfn.ca

CC Megan DeVries, Director, DOCA, megan.devries@mncfn.ca

Simar Kaur, Environmental Coordinator, simar.kaur@mncfn.ca



Mississaugas of the Credit First Nation
2789 Mississauga Road, Hagersville, Ontario N0A 1H0



Phone: (905) 768-1133
Fax: (905) 768-1225



Ontario Provincial
Conservation Agency

l'Agence ontarienne de
protection de la nature

September 9, 2026

Dear Conservation Authority CAOs and GMs:

We have received several inquiries regarding CA board governance in light of the upcoming municipal election and would like to provide clarification. Specifically, we have heard concerns related to a potential “lame duck” status of municipal council members during the election period and resulting impacts for CA board responsibilities including the approval of 2027 budgets.

These concerns appear to stem from [Section 275 of the Municipal Act, 2001](#), which establishes that if less than three quarters of the members of an outgoing council are returning, the outgoing council is restricted from specific actions, including making expenditures or incurring liabilities.

It is important to note that CAs are independent organizations and for that reason, this provision of the Act does not apply to CA's budgets or expenditures. In addition, [Section 14\(4.2\) of the Conservation Authorities Act](#) sets out that a municipal council member remains a member until they are replaced. This means that existing board members continue to hold their responsibilities as members of the conservation authority board, including participating in the budget process.

For these reasons, the municipal election this October will not affect the current composition or operation of CA boards. Existing board members will remain in their positions throughout the fall and until consolidation in February 2027.

To be clear, whether a current board member chooses not to seek re-election or is unsuccessful in their re-election, does not affect the CA board prior to consolidation. Current board membership remains unchanged until that time.

We hope this clarification is helpful and addresses any questions that may have arisen. We would also like to take this opportunity to thank you for your ongoing support and collaboration as we continue our transition planning.

Sincerely,



Hassaan Basit
CEO
Ontario Provincial Conservation Agency



September 10, 2026

Public Input Coordinator
MECP Conservation and Source Protection Branch
300 Water Street North Tower, 5th Floor
Peterborough, ON
K9J 3C7

Re: Conservation Ontario's comments on "Consultation on Proposed Governance Regulations for Regional Conservation Authorities and the Ontario Provincial Conservation Agency" (ERO#026-0740)

Conservation Ontario is the member organization for Ontario's Conservation Authorities (CAs). Conservation Ontario's submission is informed by engagement with CA leadership and staff, elected officials, and CA board members. These comments do not limit comments submitted individually by CAs on this proposal.

1. Adding an additional ineligibility criterion for Ontario Provincial Conservation Agency board membership

Conservation Ontario supports the ineligibility criteria for appointment to OPCA's board of directors outlined in subsection 35.6(2) of the *Conservation Authorities Act (CA Act)*. As proposed, a new regulation would introduce additional ineligible people/groups, including: registered lobbyists under Ontario's *Lobbyist Registration Act*; current members of a CA; or individuals currently employed as an officer or senior staff member of a CA.

Conservation Ontario supports an additional criterion, and recommends the following:

- ***Providing any individual or group involved in litigation against an authority is ineligible to serve on the OPCA Board.***

In addition to the proposed ineligibility criteria, Conservation Ontario recognizes that the *CA Act* establishes a process for OPCA to recover costs and expenses by apportioning those costs to Authorities. This process means that CAs, and therefore, municipalities, may ultimately contribute to OPCA's budget without a direct role in shaping its governance or strategic direction.

Conservation Ontario recommends municipal representation on the OPCA board to provide financial accountability, transparency, and long-term alignment of provincial direction with local needs.

2. Proposed regulation setting out the method for determining the number of members appointed to Regional Conservation Authorities

Conservation Ontario supports the Province's effort to develop a consistent, standardized, allocation formula for appointments to Regional CA (RCA) boards to enable manageable board sizes for effective governance and decision-making.

The proposed Tiered Allocation Formula (formula) establishes a process where the number of members appointed to an RCA board is based on each participating municipality's share of the RCA's total population. Participating municipalities are entitled to one member, with an upper limit of four members. The Province provided supplemental information with the current proposal, showing the number of members to be appointed to RCAs by participating municipalities.

- ***Conservation Ontario is aware errors, omissions, and questions regarding this information have been shared by CAs directly with the Province. We recommend that these issues be considered, corrected, and updated where appropriate. Conservation Ontario is pleased to assist upon request.***

In addition to the proposed formula, participating municipalities may enter into agreement to determine the number of members each may appoint to an RCA board. As proposed, the formula must be used for initial appointments to RCA boards in advance of the transition date. Conservation Ontario notes that 11 CAs currently use municipal agreements to determine membership on CA boards.

Conservation Ontario is supportive of the proposal to allow participating municipalities to enter into agreements to determine the number of members appointed to RCAs. This approach provides greater flexibility for RCA boards to ensure representation is appropriately balanced, supported by municipal capacity for participation, and reflective of diverse municipal perspectives.

- ***Conservation Ontario recommends the proposal be amended to allow participating municipalities to enter into agreements regarding the number of members appointed to the RCA board for initial and subsequent appointments.***

3. Maintaining Local Watershed Connections through bodies such as Watershed Councils

Using the proposed formula, the number of appointments to CA boards is reduced by **over half** of the current total appointments, representing a significant reduction in perspectives guiding watershed decision-making across Ontario.

Support for and success of watershed-based programs and services must be responsive to local needs, priorities, challenges, and opportunities. "On-the-ground" service levels require efforts to adequately capture, consider, and incorporate local perspectives, avoid service disruptions, and maintain strong relationships.

- ***Watershed Councils, if implemented effectively, enable important consideration of local perspectives.***
- ***Additional frameworks are advisable to support this objective. Conservation Ontario welcomes the opportunity to discuss these matters and explore opportunities to support watershed governance in Ontario.***
- ***Conservation Ontario recommends establishing a special Working Group tasked with supporting the issues and maintenance of predecessor CA agreements for programs and services along with funding considerations.***

Thank you for the opportunity to review and provide comments on the "Consultation on Proposed Governance Regulations for Regional Conservation Authorities and the Ontario Provincial Conservation Agency" (ERO#026-0740). Conservation Ontario represents the interests of its members and remains committed to partnership with the Province to achieve effective, modernized, outcomes for local conservation.

Sincerely,

Angela M. Coleman

Angela M. Coleman
Chief Administrative Officer | General Manager

c.c: Conservation Authority CAOs/GMs

Ontario Provincial
Conservation Agency

l'Agence ontarienne de
protection de la nature

Leilani Lee-Yates
Secretary, Treasurer
Niagara Peninsula Conservation Authority
OPCA-85

September 9, 2026

Dear Leilani:

Thank you for your application submitted on behalf of Niagara Peninsula CA seeking authorization for a decision that would otherwise be prohibited under the Minister's direction issued May 1, 2026 (the direction) under section 1.14 of the *Conservation Authorities Act* (the Act).

I have reviewed the information provided and am authorizing the proposed service agreement related to the restoration of Binbrook Conservation Area as described in your request. The wetland restoration project, which is part of your board-approved and has identified funding sources, can proceed provided that all applicable internal processes are followed.

Should you have any questions about the requirements of the Minister's direction, please contact CCEO@ontario.ca.

Sincerely,



Hassaan Basit
CEO
Ontario Provincial Conservation Agency



Office of the Mayor
WAYNE H. REDEKOP

August 31, 2026

Parliamentary Assistant Dawn Gallagher Murphy
Ministry of Natural Resources
438 University Avenue
Toronto, ON M5G 2K8

Dear Madam:

Re: 2026 AMO Conference Delegation

On behalf of the Town of Fort Erie and Niagara Peninsula Conservation Authority (NPCA), I would like to extend our sincere thanks for meeting with members of Council and staff at the Association of Municipalities Ontario (AMO) 2026 Conference. The productive conversation regarding Lake Erie shoreline resiliency and flood prevention will inform our work moving forward.

The Town and NPCA continue to advocate for an extension of the Flood Hazard Mapping Identification Program beyond 2028, as well as for coordinated municipal-provincial efforts to promote shoreline resiliency along Lake Erie.

Once again, thank you for your time, consideration, and continued collaboration.

Yours very truly,

Wayne H. Redekop,
Mayor
wredekop@forterie.ca

Chris McQueen
Chief Administrative Officer
cmcqueen@forterie.ca

Cc: Ministry Staff
NPCA CAO Leiliani Lee-Yates
NPCA Chair Robert Foster
NPCA Vice-Chair John Metcalfe

St. Johns Valley Centre CA Overview and Project Update

A large, stylized leaf graphic in a darker shade of teal, positioned on the right side of the slide, partially overlapping the title text.

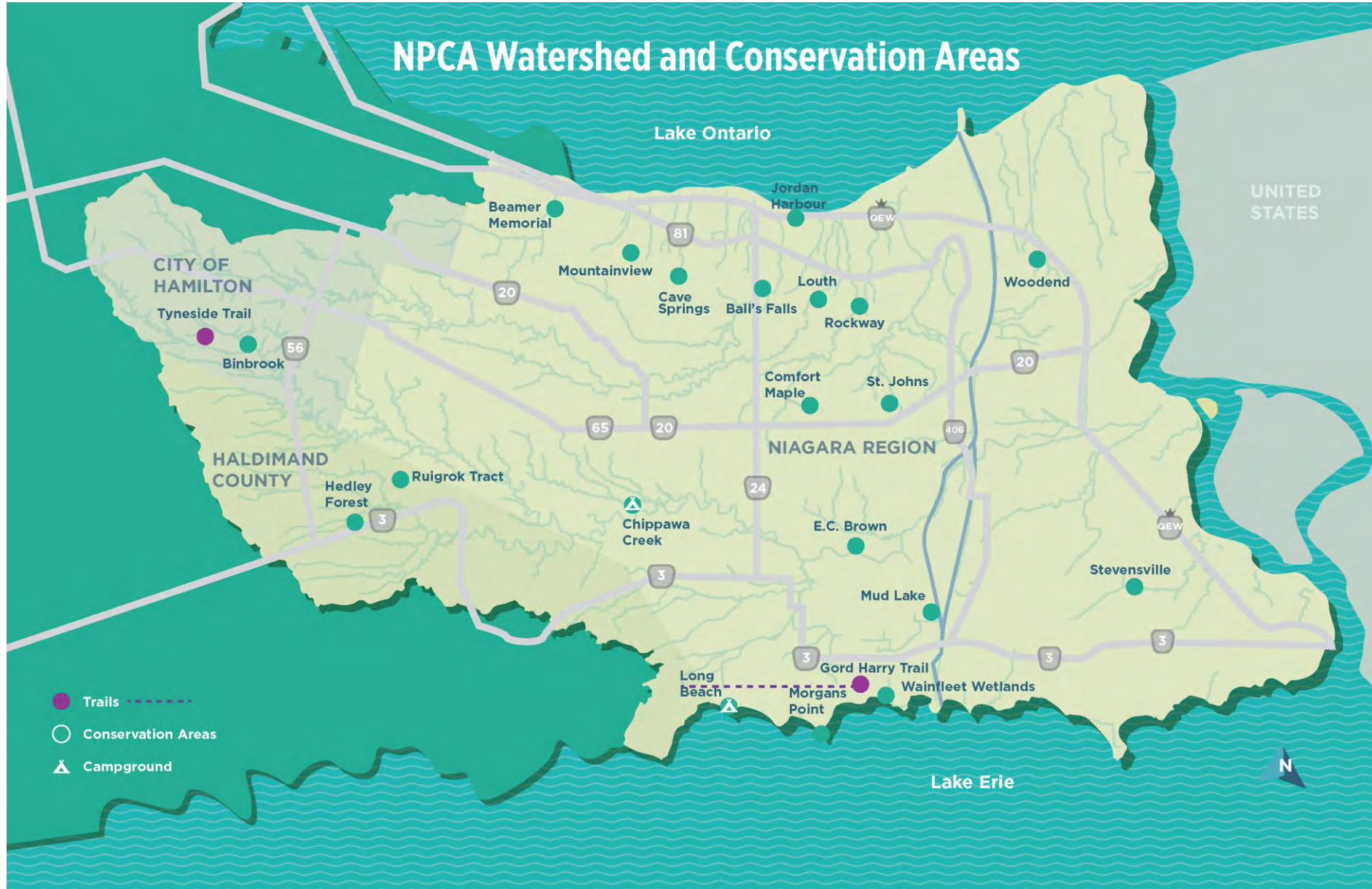
Report FA-22-26

Adam Christie, Director, Conservation Areas

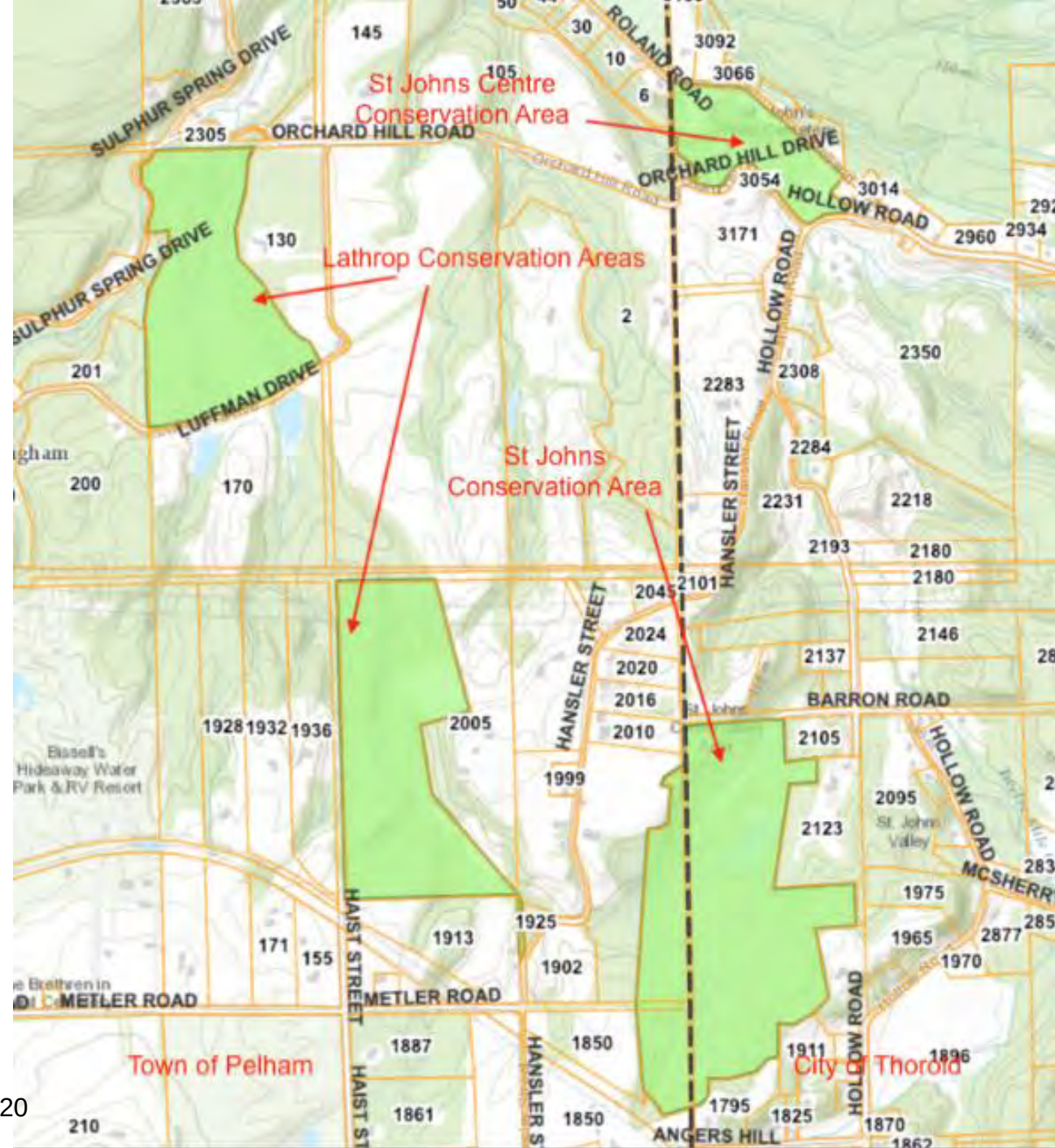
September 25, 2026

Overview

- St. Johns Conservation Area Complex
- St. Johns Valley Centre History
- St. Johns Heritage Designation
- Educational and Recreational Programming
 - Education
 - Recreation and Facilities rentals
- Educational Program Partnerships
 - NCDSB & DSBN 2027 Spring
- St. Johns Millhouse
 - Conditions Assessment
 - Opportunities
- Feasibility and Concept Design
 - Presented by Petra Matar and David Premi - DPAI



St. Johns Conservation Area Complex



St. Johns Valley Centre

St. Johns Centre Conservation Area

A Significant Natural and Cultural Heritage Landscape

- o Located within the upper Twelve Mile Creek watershed in the City of Thorold and adjacent to the Town of Pelham. The property is situated within the Niagara Escarpment Plan Area and UNESCO Niagara Escarpment Biosphere Reserve.
- o The area contains significant natural features associated with the Fonthill Kame-Delta Complex, including forested valleys, ridges, cold-water streams, and ecological linkages to Short Hills Provincial Park.
- o The St. Johns Valley Area of Natural and Scientific Interest (ANSI) includes the adjacent 31-hectare St. Johns Conservation Area and supports diverse vegetation communities and more than 500 vascular plant species.



St. Johns Valley Centre

Ownership and Acquisition



- o **1960:** Property acquired by the Scott Family, who became long-term stewards of the historic St. Johns site.
- o **1998:** The property began operating under the charitable organization St. Johns Centre, with John Scott serving as the first President and Manager, supported by the Jackman Foundation.
- o **2009-2014:** The NPCA entered into a five-year phased acquisition agreement with St. Johns Centre and the Jackman Foundation.
 - NPCA assumed an additional 20% of operating expenses annually during the transition period.
 - The approach allowed for a gradual transfer of responsibility and ownership.
- o **September 2014:** Upon the expiry of the agreement, the Niagara Peninsula Conservation Authority assumed full authority over the 7.45-hectare property and formally established the St. Johns Centre Conservation Area.

St. Johns Heritage Designation

Recognizing a Significant Piece of Niagara's History

- o In partnership with the City of Thorold, the NPCA supported the heritage designation of St. Johns Centre Conservation Area.
- o The designation recognizes the significant cultural heritage value of a site that has played an important role in Niagara's history for more than 170 years.
- o Designation under the Ontario Heritage Act protects two historic structures:
 - St. Johns Schoolhouse
 - St. Johns Mill
- o These buildings reflect generations of community life, industry, and education within the former Village of St. Johns.

Historical Restoration

St. Johns Common Schoolhouse (c. 1804)

Before (2021)



After (June 2022)



Common Schoolhouse (c.1804) : One of Ontario's oldest surviving schoolhouses and recognized as the first non-denominational free school in Upper Canada, marking the beginnings of public education in Canada.

Historical Restoration St. Johns Mill (c. 1855)

Before (2022)



After (2022)



St. Johns Mill (c. 1855/1876) : Historic water-powered grist mill that played a central role in the industrial development of the Village of St. Johns.

Historical Restoration

St. Johns Post Office (c. 1865)

Before (August 2022)



After (October 2022)

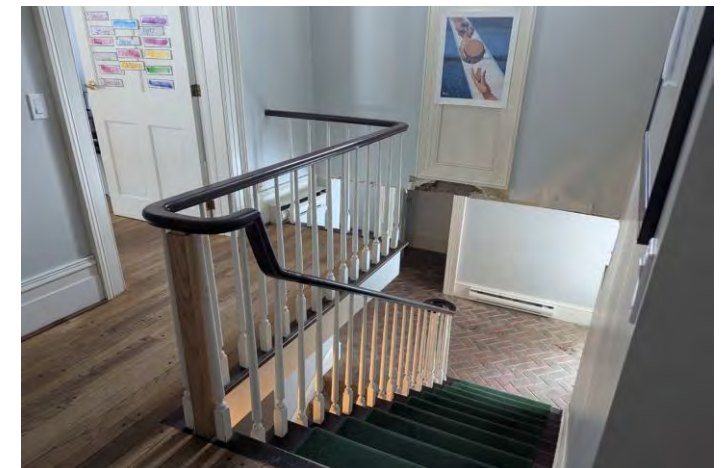


St. Johns Post Office (c. 1865) : Former village post office

St. Johns Mill House Conditions Assessment

St. Johns Mill House (c. 1850s) : Historic miller's residence and former educational facility situated along Twelve Mile Creek.

- o Originally designed & configured as a family residence, not a public facility, educational centre, or event venue
- o Not barrier-free, does not meet accessibility expectations
- o Existing room layouts, circulation patterns, & support spaces are not conducive to current operational needs
- o Major building systems, finishes, & infrastructure are approaching or have exceeded expected service life
- o Aside from select improvements completed during the late 1970s and 1980s, the building has seen limited comprehensive reinvestment
- o Significant upgrades required regardless of future use type, including accessibility, safety, mechanical, electrical, & building code improvements
- o Continued investment in maintaining the building "as-is" provides limited benefit and fails to address underlying challenges



Educational & Recreational Service Opportunities

St. Johns Calley Centre represents a site of natural and cultural significance, allowing for optimal educational and recreational opportunities for students of all ages, youth and adults.

- **Educational Opportunities**

- o K-12 outdoor and environmental curriculum-linked visits
 - 12 Mile Creek Studies, Invasive & Native Species
- o Land-based learning and restoration
- o Seasonal programming available
- o Indoor learning facilities (St. Johns Mill & School House)

- **Recreational Opportunities**

- o NPCA-led camps and training
 - Orienteering, archery, guided hikes
- o Public day and overnight camps for children & youth



2027 Educational Programming Partnerships

- **NCDSB – St. Kateri**
 - Board-led and -delivered alternative education programming (through Spring 2026)
 - NPCA-led Outdoor Education programming & Retreats
 - March Break & Summer Day Camps offered
- **2026 – 2027 School Year**
 - Location for NPCA-led NCDSB & (new) DSBN Outdoor Education Programming
 - Inc. New Overnight Adventure Camps
 - Place- and Land-based learning programs (Gr. 9-12)
 - Balancing outdoor education opportunities for students across Niagara



Facilities & Services

- **Recreational Services**
 - o Site carrying capacity is currently limited due to state of infrastructure
 - o Opportunities for evening, weekend and overnight programming
 - After-school and public day camps
 - Small-group, special permit camping
 - o March Break and Summer Day Camps
- **Facility Rentals**
 - o Boutique-style, small-scale wedding ceremonies
 - o Outdoor reception and cocktail hour
 - o Parking and accessibility currently limit potential



Unique Opportunity

Few properties in Niagara possess the combination of natural beauty, and cultural heritage, found at St. Johns Valley Centre.

The property is anchored by the Twelve Mile Creek, featuring a flowing creek, waterfall, mature gardens, historic bridge crossings, Carolinian forest, and views protected within the Niagara Escarpment Biosphere Reserve.

- Demand for unique event experiences through the continued growth of weddings and special events at Ball's Falls Conservation Area. These programs have become an important source of revenue for the NPCA.
- Opportunity at St. Johns is not simply to renovate a building, but to unlock the full potential of one of Niagara's most significant heritage and natural landscapes while creating a financially sustainable asset.



Feasibility Study and Concept Design

The NPCA retained DPAI to undertake a comprehensive feasibility study examining the adaptive reuse potential of the St. Johns Mill House.

The study evaluated opportunities to transform the building from its current educational and administrative use into a boutique multi-purpose venue with revenue-generating potential, while maintaining select NPCA operational functions and respecting the property's heritage character and unique natural setting.



FEASIBILITY STUDY

D P A I

Design Partners in
Architecture and Interiors

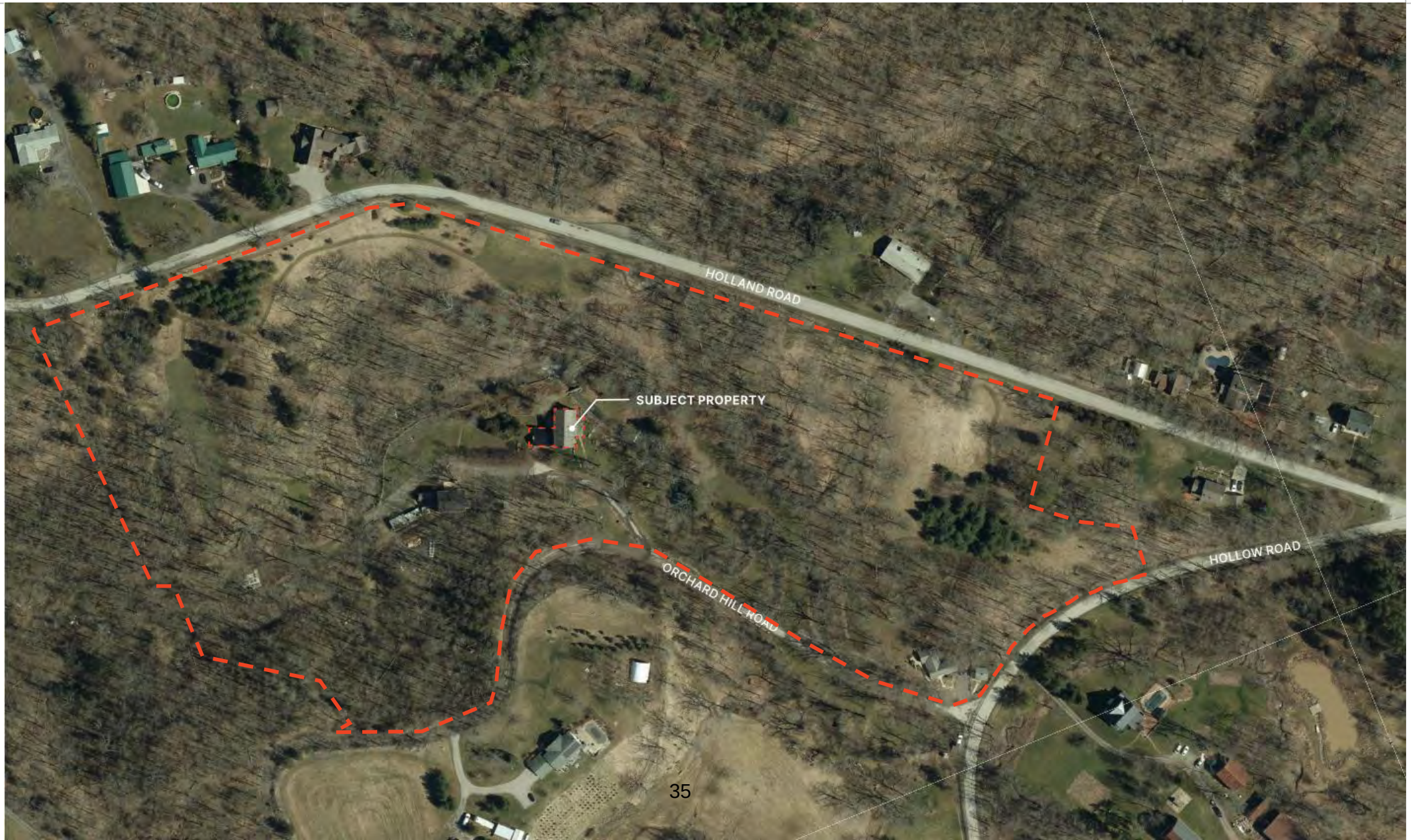
St. Johns Mill House

Prepared for Niagara Peninsula
Conservation Authority

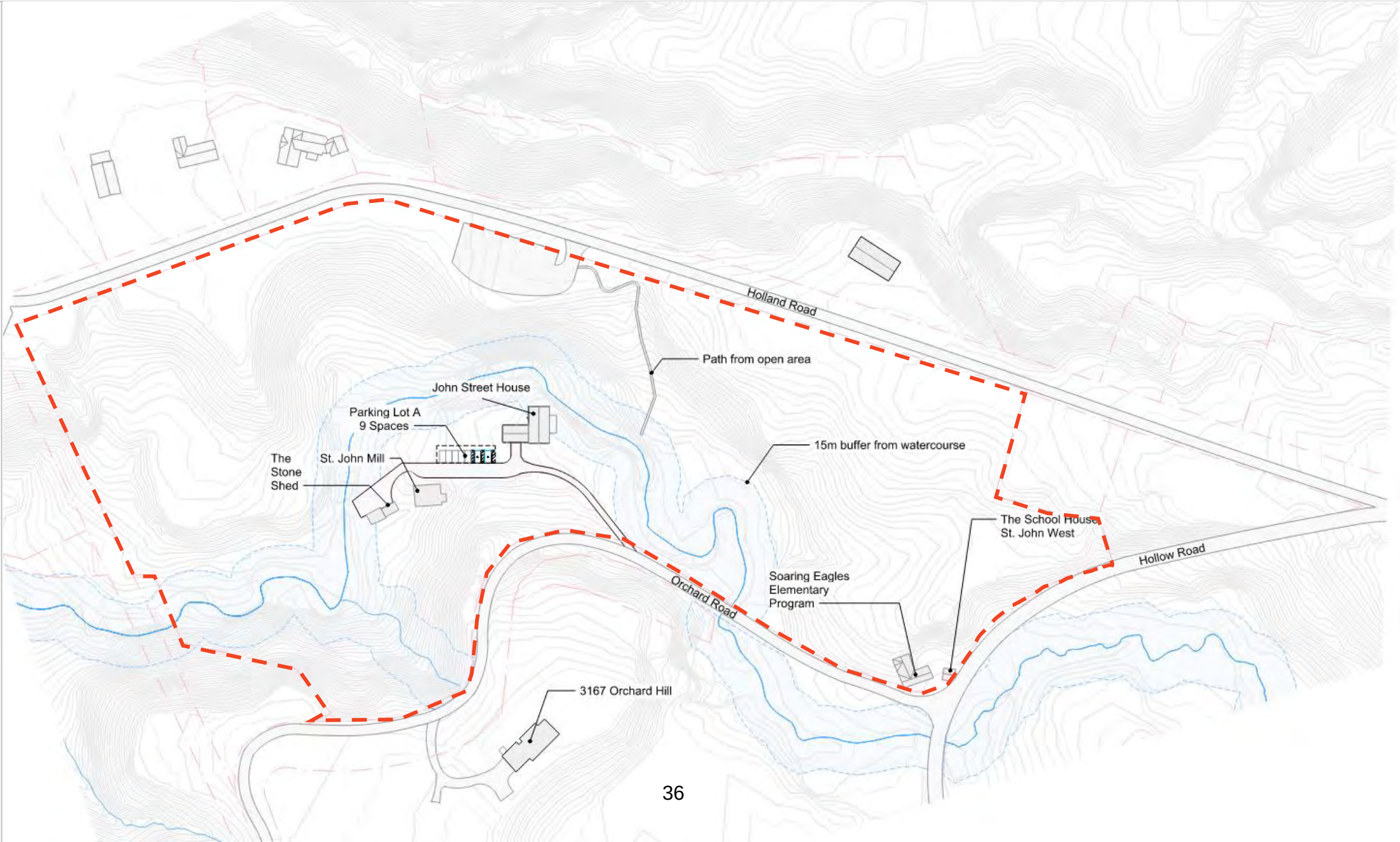
[September 25th, 2026]

D P A I		Design Partners in Architecture and Interiors	18
Project Overview	Purpose Assess the feasibility of converting the St. John Mill House from an administrative and educational facility building into a boutique multipurpose venue		
	34		

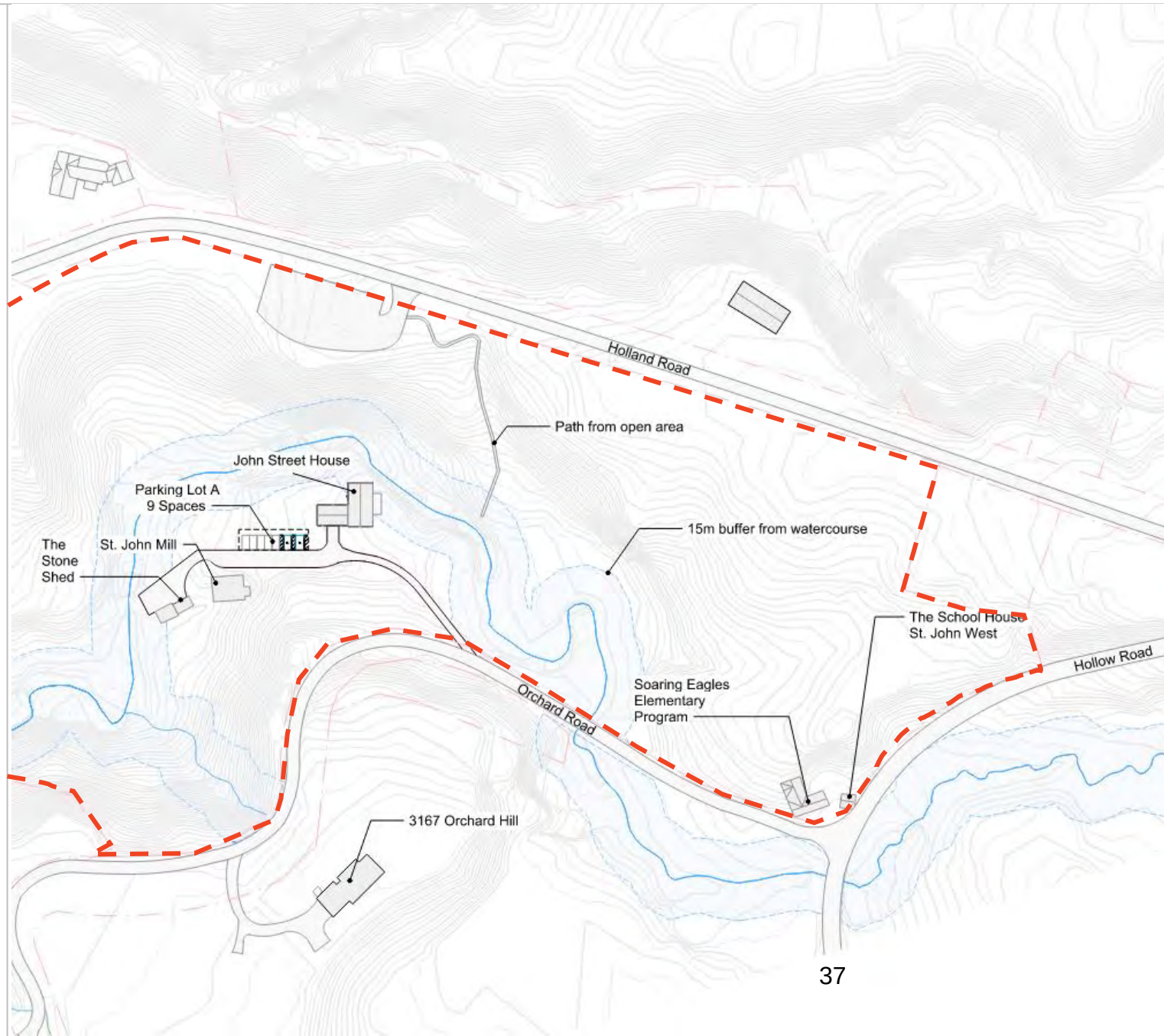
Project Overview



Project Overview



Project Overview





John Street House

The property is currently rented from the Niagara Peninsula Conservation Authority (NPCA) and used by the Niagara Catholic District School Board for Indigenous programming, operating under the name St. Kateri Tekakwitha Centre.

The building houses offices on the upper floor, with classrooms occupying the main floor and basement, supporting Indigenous and outdoor education in cooperation with the nearby Soaring Eagles Elementary and Secondary Alternative School.

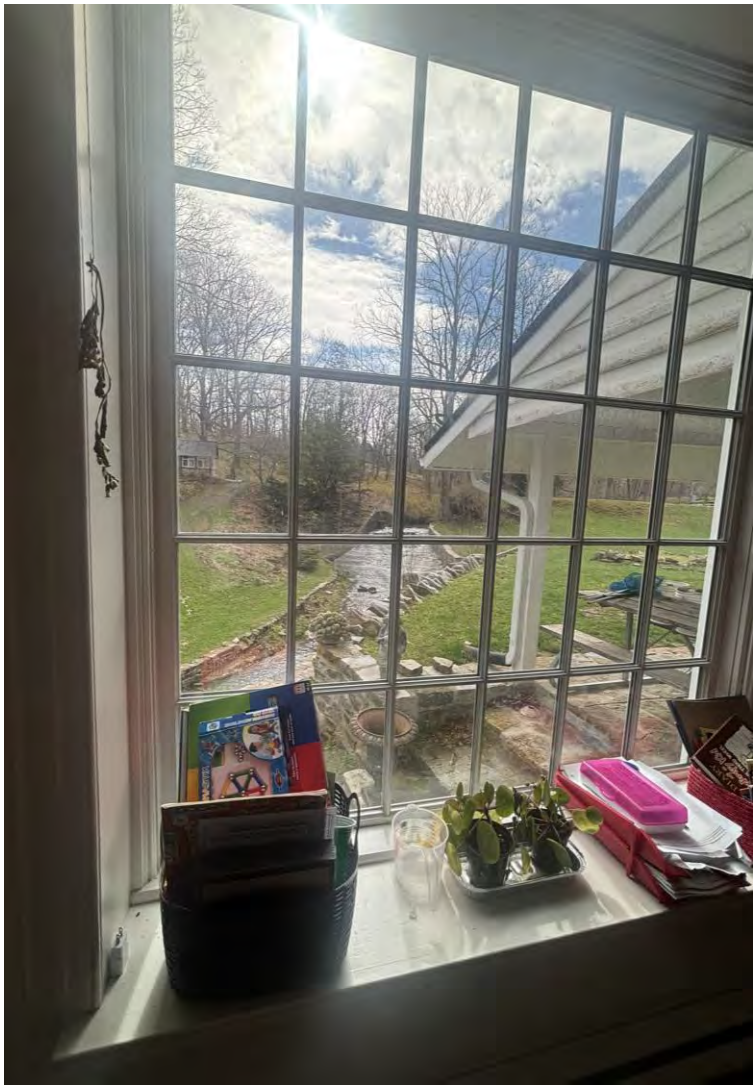
D P A I		Design Partners in Architecture and Interiors	23
Project Overview		Building History 1851 Two storey frame structure built 1928 Building Restored after fell into disrepair 1953 Building further updated follow its purchase by new owners 1990's As part of the St. Johns Centre partnership the windows, doors, and siding was replaced	



EXISTING CONDITIONS

Natural Features on the Site

The main asset of this property is the surrounding landscape and possibility to connect views and spaces to creek and forest surrounding it.



Surrounding Buildings

The St. John Mill House is surrounded by a collection of historical buildings and structures that provide the opportunity to incorporate them into the atmosphere of the venue.



Original Stone Foundation

The stone foundation is part of the original buildings and ties into the stone foundation walls.



Other treasures



Large Dining room Windows

The large existing windows in the dining room and living room define the character of the front facade.





South Entrance Exterior



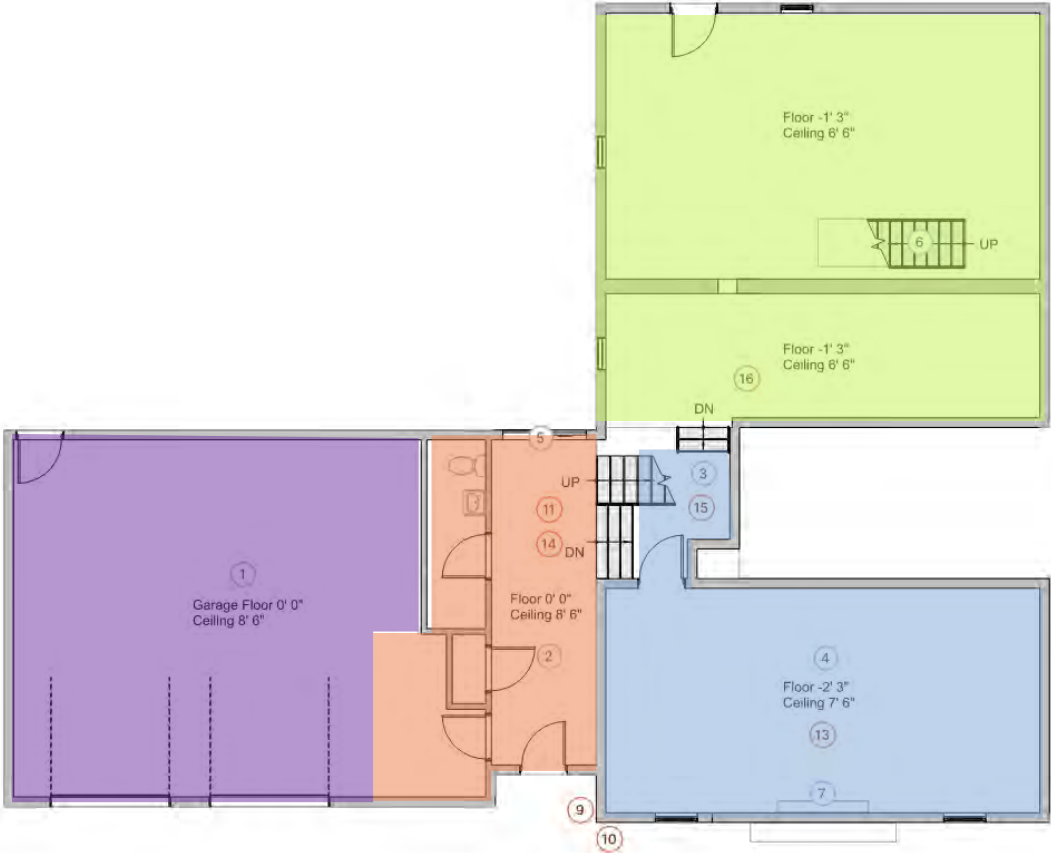
Front Door Landing Stairs to Basement



Basement Landing Stairs to Basement

Lower-Level Accessibility

The lower level has multiple floor elevations limiting barrier free accessibility across the spaces.





Main-Level Accessibility

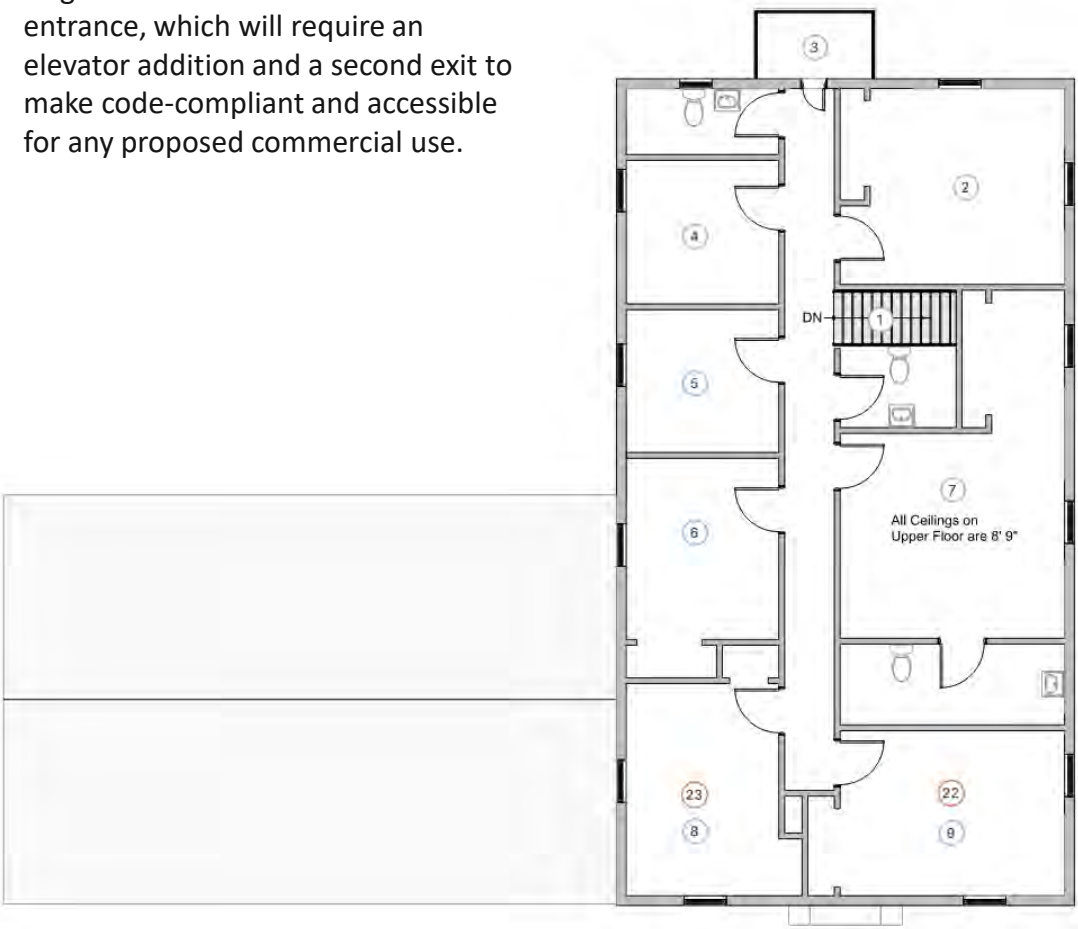
The main level of this building is non accessible from the exterior as the slope of the site is too steep and does not have an accessible compliant pathway leading to it.

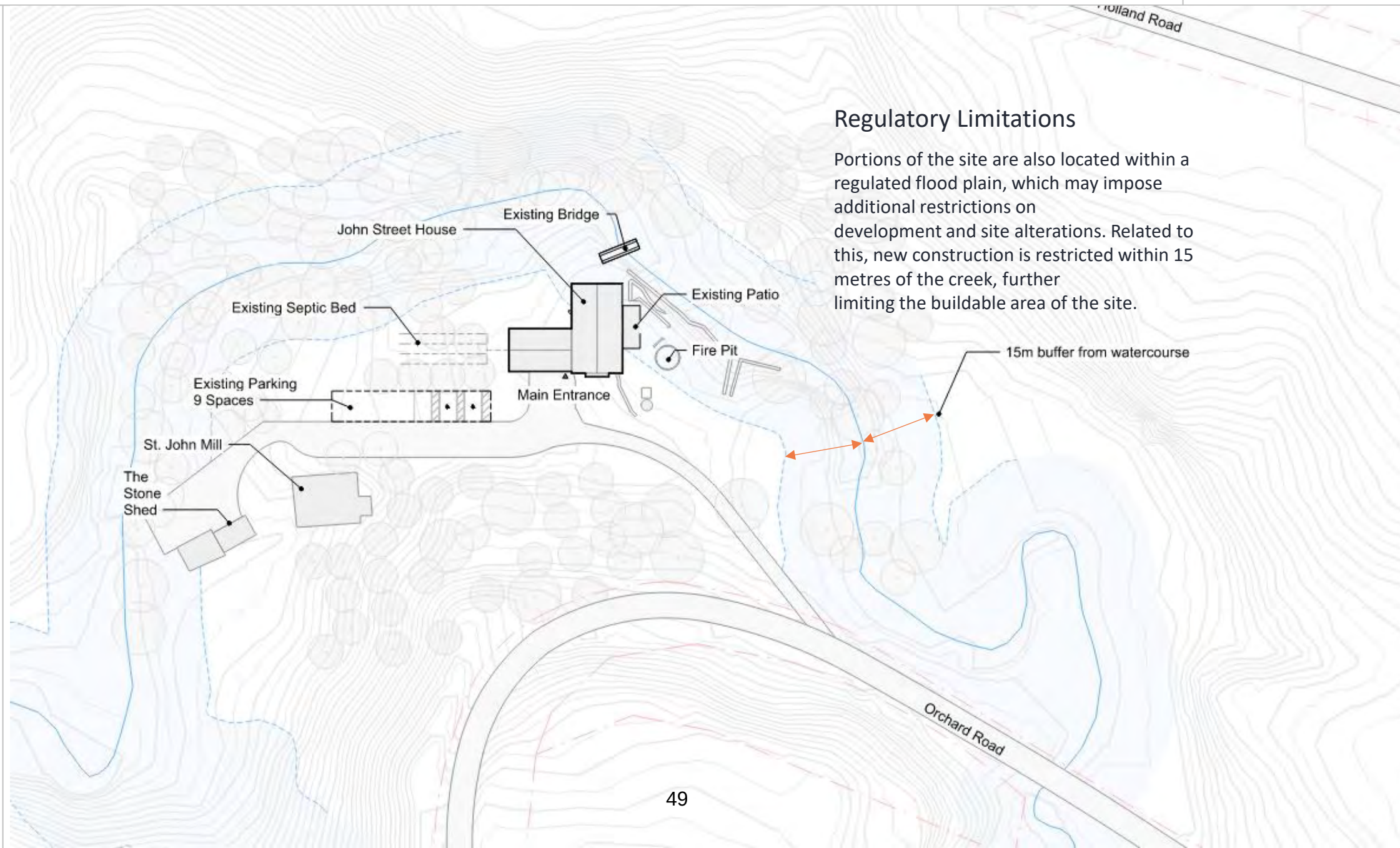




Upper Level Accessibility

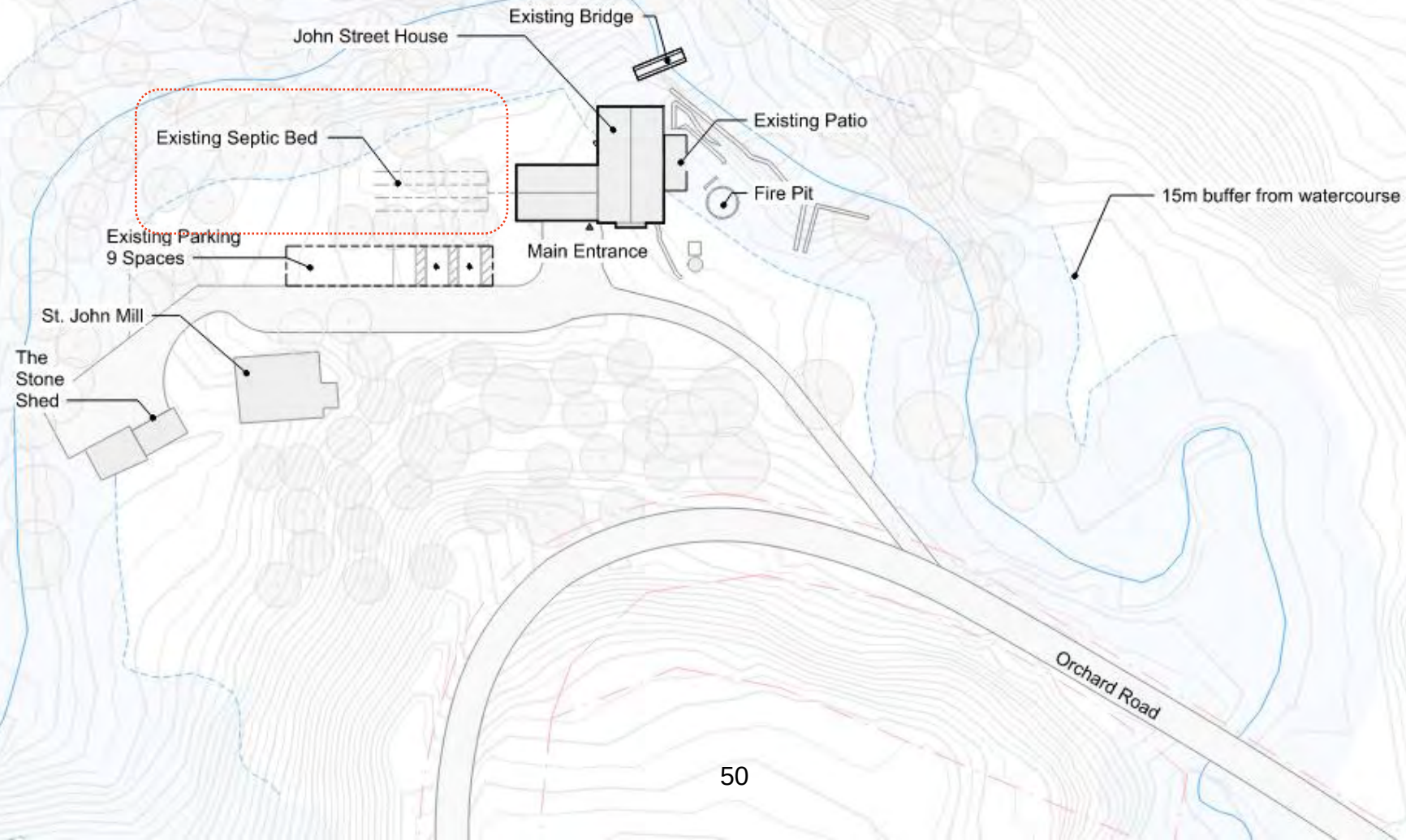
Space on upper floor is accessed by a single staircase at the main level entrance, which will require an elevator addition and a second exit to make code-compliant and accessible for any proposed commercial use.





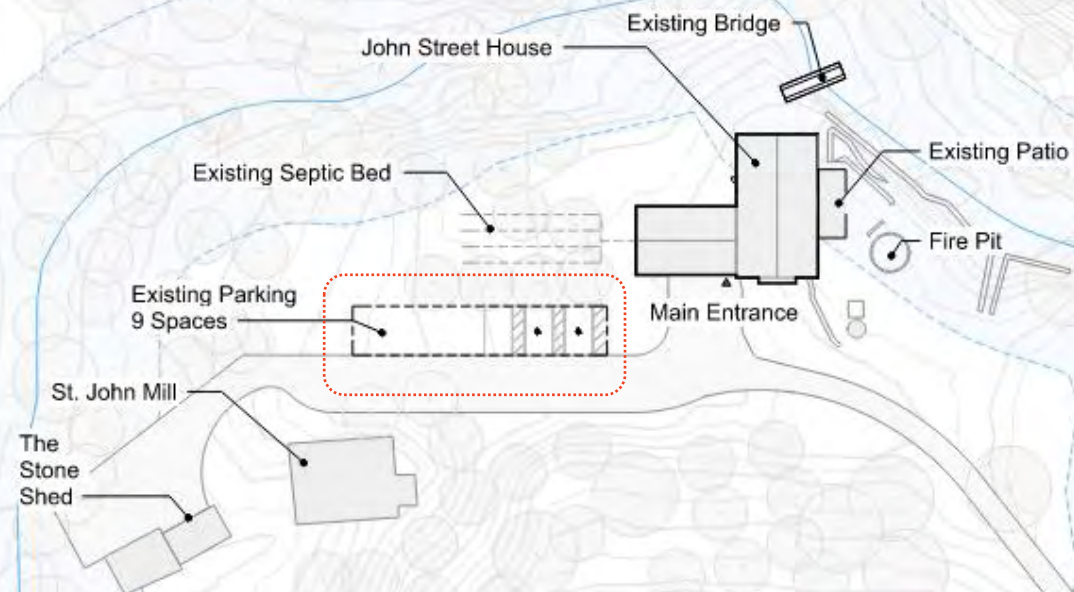
Septic Bed

An existing septic bed prevents current parking area from expanding and limits area of the structural expansion on the site.



Parking

The property currently accommodates approximately nine vehicles, far short of event venue requirements.





52 PROPOSED DESIGN

Main Objectives



Compliance with current fire
and accessibility building
codes



Create an open floor plan for
a gathering space



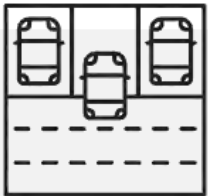
Enhance physical and visual
connection to the exterior
site features



Identify a clear main
entrance



Preserve the building's
character



Provide additional parking to
support an event venue

D P A I	Design Partners in Architecture and Interiors	38
Proposed Design	Key Spaces in New Venue Exterior Additional Parking Outdoor event area Event Space Multipurpose hall Reception/ indoor ceremony area Bar area Food servery Elevator Bridal suite/multipurpose room Additional washrooms Support Spaces Catering kitchen Laundry room NPCA offices Boardroom Storage	
	54	



- ① Elevator and exit stair addition
- ② New building entrance and canopy
- ③ New office wing on existing garage footprint
- ④ Second exit stair from upper level

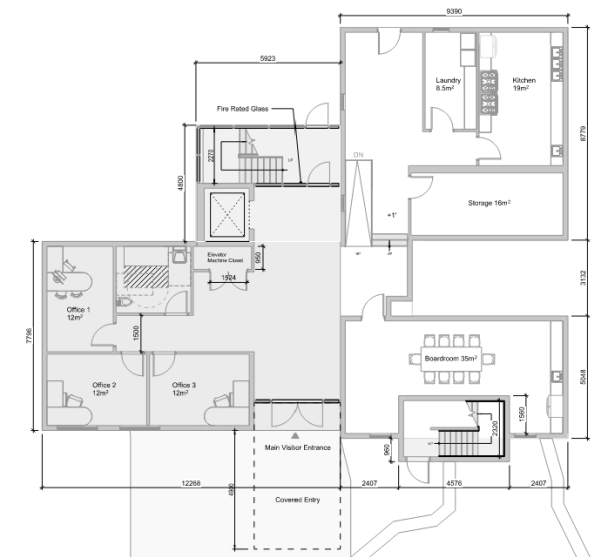


- 1 The proposed patio that extends out past the covered porch providing area for outdoor events.
- 2 Enlarged windows matching the existing dining room enhance natural light and views towards the creek.



Main Building Entrance

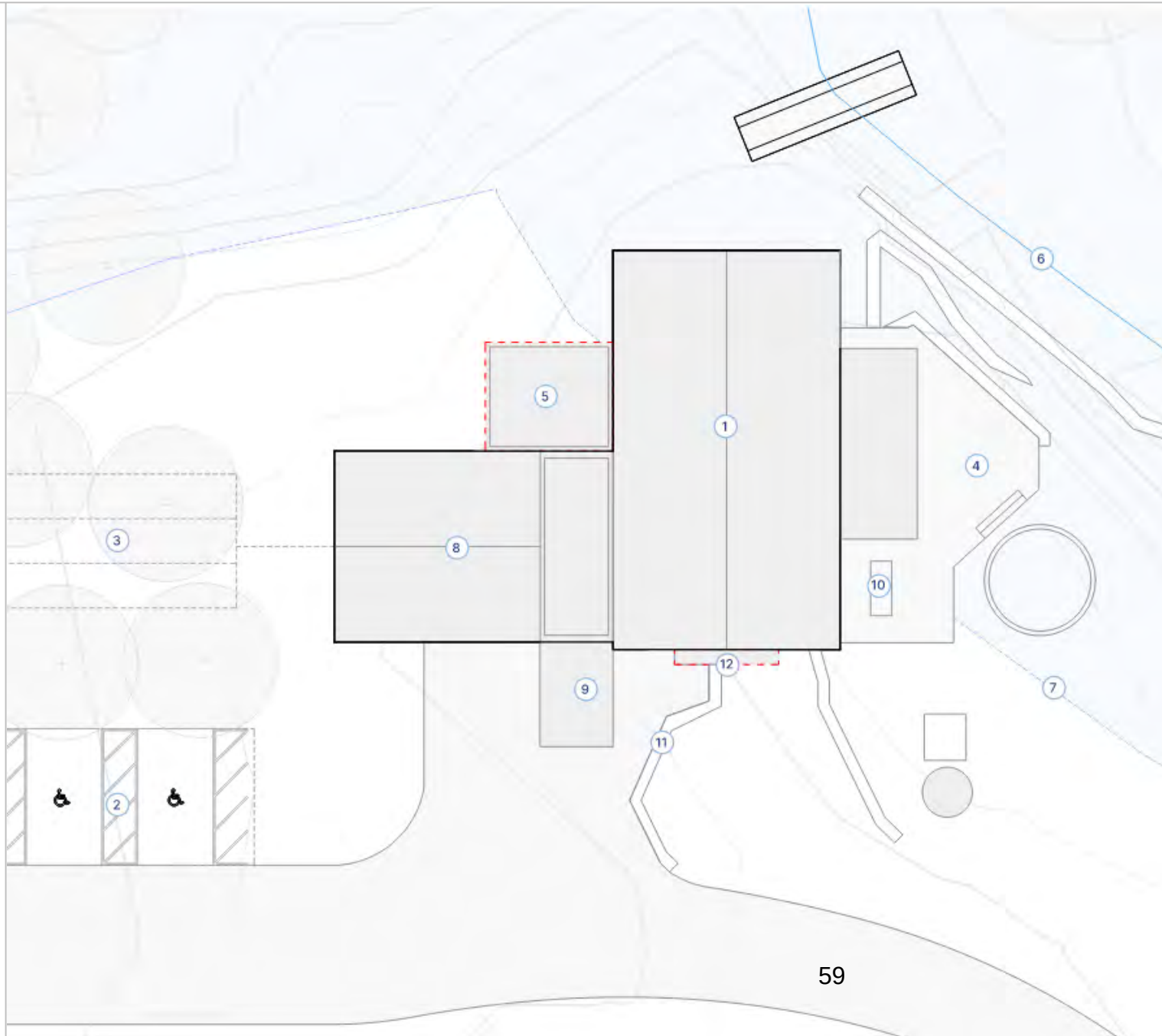
- Void between additions and the original building defines the new main entrance
- Steel canopy shelters the entrance and further defines it
- Fully accessible, barrier-free entry for all visitors





Upper-level Event Hall

The Upper level partitions and ceiling have been removed to create an open and flexible spaces that exposed the structure of the ceiling.



Proposed Site Plan

- ① Subject Building
- ② Parking Lot A
- ③ Septic bed
- ④ Ceremony Patio
- ⑤ Fire Pit
- ⑥ Water Course Centre Line
- ⑦ 15m Watercourse Buffer
- ⑧ Office Addition (Within existing garage footprint)
- ⑨ Entrance Canopy
- ⑩ Bar Area
- ⑪ New Retaining Wall
- ⑫ Stair Addition



Ref	Proposed Floor Plan Notes
1	Covered visitor entry
2	Office addition
3	915 sqft addition that houses elevator and stair
4	Office boardroom
5	Egress stair addition
6	Ramp from new lower level to original lower level
7	Back of house Kitchen/Laundry/Storage
8	Universal Washroom

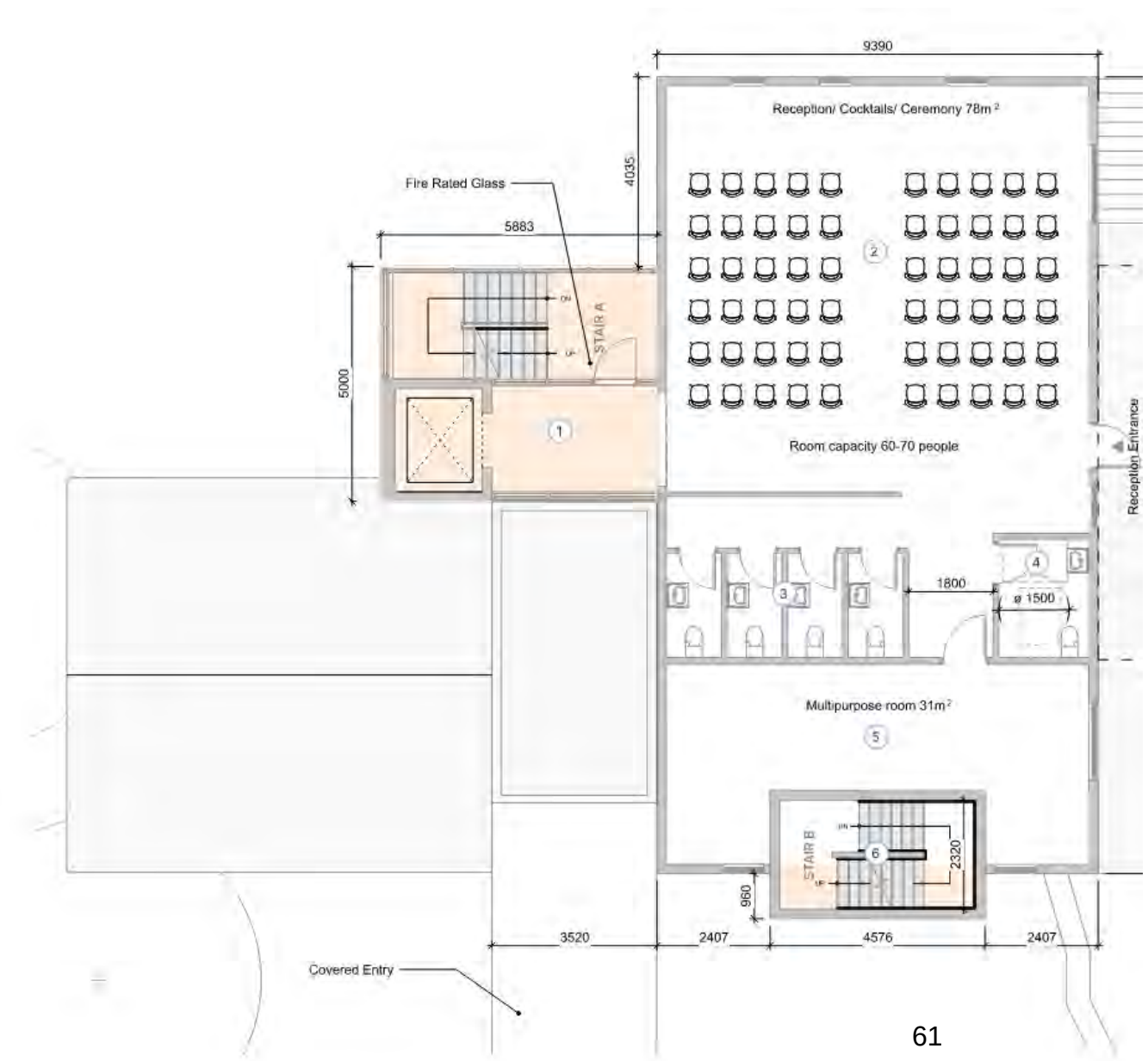
	Existing GFA	Addition GFA	Rebuild on existing footprint GFA	TOTAL
LOWER LEVEL	138.59 m ² 1491.77 sqft	35.67 m ² 384.00 sqft	95.65 m ² 1029.57 sqft	269.91 m ² 2905.34 sqft
MAIN LEVEL	159.00 m ² 1711.50 sqft	35.67 m ² 384.00 sqft	N/A	194.67 m ² 2095.5 sqft
UPPER LEVEL	159.00 m ² 1711.50 sqft	35.67 m ² 384.00 sqft	N/A	194.67 m ² 2095.5 sqft
TOTAL	456.59 m ² 4914.77 sqft	107.00 m ² 1152.00 sqft	95.65 m ² 1029.57 sqft	659.25 m ² 7096.34 sqft

Lower Level Floor Plan

Scale: 1:100

Legend

X Note



Ref	Proposed Floor Plan Notes
1	915 sqft addition that houses elevator and stair
2	Reception/ Multipurpose hall
3	Unisex Washrooms
4	Barrier Free Washroom
5	Multipurpose Room/Bridal Suite
6	Egress stair addition
7	Outdoor Patio

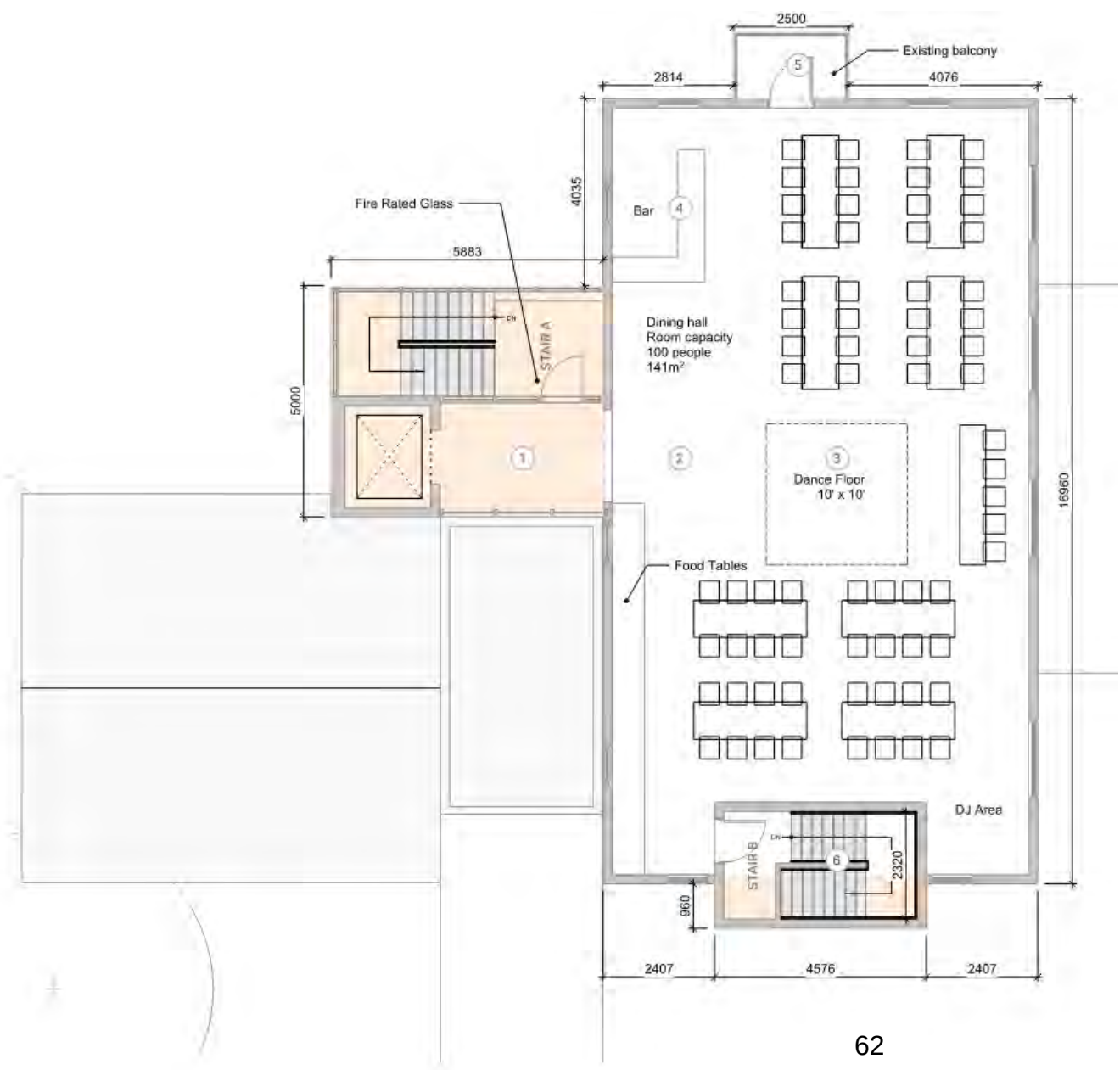
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LOWER LEVEL	138.59 m ² 1491.77 sqft	35.67 m ² 384.00 sqft	95.65 m ² 1029.57 sqft	269.91 m ² 2905.34 sqft
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TOTAL	456.59 m ² 4914.77 sqft	107.00 m ² 1152.00 sqft	95.65 m ² 1029.57 sqft	659.25 m ² 7096.34 sqft

Main Level Floor Plan


Scale: 1:100

Legend

 Note



Ref	Proposed Floor Plan Notes
①	915 sqft addition that houses elevator and stair
②	Main Dining Hall
③	Dance Floor
④	Bar Area
⑤	Restored Balcony
⑥	Egress stair addition

	Existing GFA	Addition GFA	Rebuild on existing footprint GFA	TOTAL
LOWER LEVEL	138.59 m² 1491.77 sqft	35.67 m² 384.00 sqft	95.65 m² 1029.57 sqft	269.91 m² 2905.34 sqft
MAIN LEVEL	159.00 m² 1711.50 sqft	35.67 m² 384.00 sqft	N/A	194.67 m² 2095.5 sqft
UPPER LEVEL	159.00 m² 1711.50 sqft	35.67 m² 384.00 sqft	N/A	194.67 m² 2095.5 sqft
TOTAL	456.59 m² 4914.77 sqft	107.00 m² 1152.00 sqft	95.65 m² 1029.57 sqft	659.25 m² 7096.34 sqft

Upper Level Floor Plan


Scale: 1:100

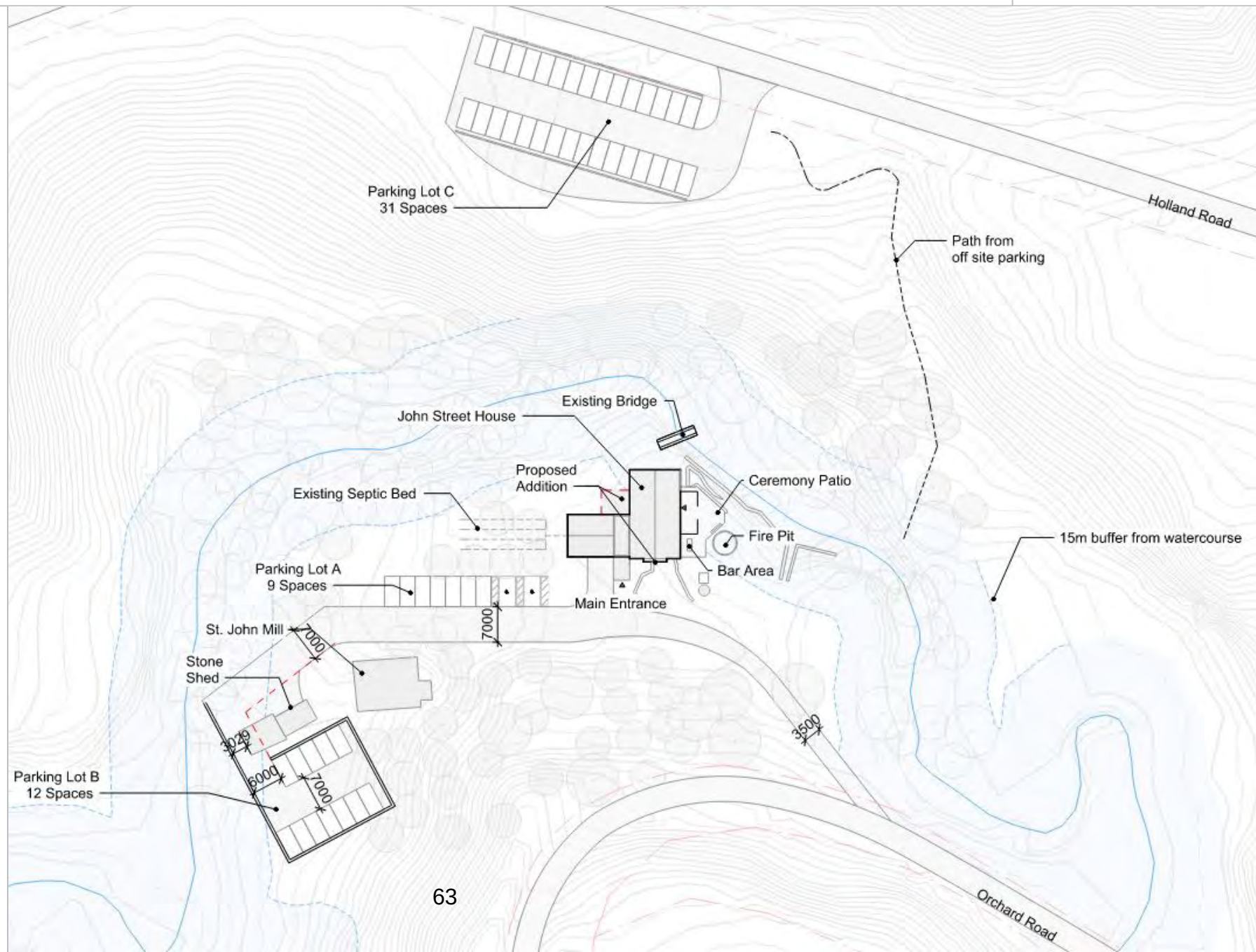
Legend

 Note

Parking

An additional 2 parking lots are proposed within NPCA's property

Total parking =
~50 spaces



A I

D P

THANK YOU!



Report To: Board of Directors

Subject: St. Johns Centre Conservation Area Mill House Project

Report No: FA-22-26

Date: September 25, 2026

Recommendation:

THAT Report No. FA-22-26 regarding St. Johns Centre Conservation Area Mill House Project **BE RECEIVED**;

AND THAT the concept for the adaptive reuse and renovation of the St. Johns Mill House as outlined in the St. Johns Mill House Feasibility Study attached **BE ENDORSED**;

AND THAT staff be directed to advance the project through detailed planning, design development, technical investigations, regulatory review, and funding exploration, with future project implementation and capital funding requirements to be considered through the NPCA's 10-Year Capital Plan and annual budget processes, seeking Board direction and approval as required.

Purpose:

The purpose of this report is to provide the Board of Directors with an update on current operations, partnerships, and the state of Niagara Peninsula Conservation Authority's (NPCA's) assets at St. Johns Centre Conservation Area, present the findings of the St. Johns Mill House Feasibility Study, and seek Board endorsement of the concept for the future renovation and use of the St. Johns Mill House. Board endorsement will provide direction for staff to advance the project through detailed planning, design development, technical investigations, regulatory review, funding exploration, and future implementation through the NPCA's 10-Year Capital Plan.

Background:

The NPCA owns and operates St. Johns Centre Conservation Area, located at 3054 Orchard Hill Drive in the City of Thorold. The 7.5 hectare property is one of the most historically significant sites within the NPCA's conservation areas and includes the St. Johns Mill House, along with the St. Johns Mill, St. Johns Common School, and former St. Johns Post Office. Situated along Twelve Mile Creek within the Niagara Escarpment Plan Area,

the site combines significant cultural heritage resources with a unique natural setting that has long supported educational, recreational, and community uses.

In 2026, the NPCA, in partnership with the City of Thorold, celebrated the heritage designation of St. Johns Centre, formally recognizing the site's significant cultural, historical, and architectural value. As part of this initiative, both the St. Johns Common School and St. Johns Mill were officially designated under Part IV of the *Ontario Heritage Act*, acknowledging their importance to the history and development of both the local community and the Niagara region. These designations highlight the significance of the unique collection of heritage resources located within St. Johns Centre and reinforce NPCA's commitment to their long-term stewardship.

The NPCA currently partners with the Niagara Catholic District School Board to support Indigenous and outdoor education programming at St. Johns Centre Conservation Area. As part of this partnership, the St. Johns Mill House previously utilized by the Catholic School board, provided space for Indigenous educational programming, classrooms, and administrative functions. With the Niagara Catholic District School Board no longer requiring the Mill House as part of its future programming delivery model, the building is expected to become vacant, creating an opportunity for the NPCA to evaluate potential future uses.

Discussion:

The St. Johns Mill House is a significant heritage asset within the NPCA's portfolio. While the building has continued to support educational programming through the partnership with the Niagara Catholic District School Board, limited capital investment has occurred since the property was acquired by the NPCA in 2014. As the building approaches vacancy, the Authority is faced with the challenge of addressing future lifecycle, accessibility, building code, and asset renewal requirements regardless of the building's future use. Maintaining the building in its current state without a long-term purpose is not considered a sustainable option, as ongoing operating and capital costs will continue while the asset remains underutilized. As such, the NPCA has an opportunity to evaluate future uses that preserve the heritage value of the building while creating public benefit, supporting organizational priorities, and contributing to the long-term financial sustainability of St. Johns Centre Conservation Area.

Weddings and special events continue to represent an important source of self-generated revenue for the NPCA and venue operators across Ontario. The NPCA has established a successful wedding and event program centred at Ball's Falls Conservation Area, where the combination of heritage buildings, natural landscapes, and event facilities has created strong and sustained demand. The popularity of Ball's Falls has resulted in wedding bookings being accepted up to two years in advance and waiting lists for future wedding seasons, demonstrating continued demand for distinctive venue experiences within the Niagara region.

The St. Johns Mill House presents an opportunity to build on this success by introducing a complementary venue focused on boutique weddings, corporate events, meetings, and special events. Located within the historically significant St. Johns Centre Conservation Area, the property offers a unique combination of heritage character, waterfall views, Twelve Mile Creek frontage, and natural landscapes that distinguish it from traditional banquet facilities and position it as a potential destination venue within the Niagara market.

To assess this opportunity, the NPCA retained Design Partners in Architecture and Interiors (DPAI) to undertake a feasibility study examining the adaptive reuse of the St. Johns Mill House. The study evaluated the potential conversion of the building from its current educational and administrative functions into a boutique multipurpose venue with revenue-generating potential, while also accommodating select NPCA operational needs.

The feasibility study concluded that the St. Johns Mill House presents a viable opportunity for conversion into a wedding, corporate event, and special event venue. The study determined that the property's heritage attributes, natural setting, and location within St. Johns Centre CA provide a strong foundation for a unique event destination within Niagara. Through the introduction of accessibility enhancements, building code upgrades, event spaces, and supporting site infrastructure, the study demonstrated that the building can be successfully adapted while preserving and enhancing its heritage character.

The concept for the building includes flexible event spaces capable of accommodating weddings, corporate functions, meetings, and community events, while continuing to support NPCA operations through the inclusion of office space, a boardroom, storage, and supporting facilities. The study also identified opportunities to expand parking, improve site access, introduce barrier free circulation, and create a fully code compliant facility capable of supporting year-round operations.

Consistent with NPCA's strategic objectives of increasing self-generated revenues, reducing reliance on municipal levy funding, preserving significant heritage assets, and expanding public access to conservation areas, the adaptive reuse of the Mill House presents an opportunity to create a sustainable long-term use for one of NPCA's most important properties. While further design development, technical investigations, regulatory approvals, will be required, the feasibility study concluded that the renovation of the Mill House is achievable and aligned with NPCA's long-term goals for revenue diversification and asset sustainability. A copy of the St. Johns Mill House Feasibility Study is attached as Appendix 1 for the Board's review and consideration.

Financial Implications:

The St. Johns Mill House project was approved as part of the 2026 Capital Budget to support completion of the feasibility study and preliminary evaluation of future use options for the property. Subject to Board endorsement of the concept, staff will seek funding through the 2027 Capital Budget process to advance the project into the next phase, including detailed design, technical investigations, refinement of the construction estimate, and associated planning activities required to further assess project implementation. The capital costs

associated with the full implementation of the project will be included within the NPCA's 10-Year Capital Plan and brought forward for Board approval as required.

Links to Policy/Strategic Plan:

Goal 3.1 – Create equitable access to greenspace for the health and well-being of people
Goal 6.1 – Ensure responsible, sustainable, and sound fiscal practices
Goal 6.2 – Optimize self-generating revenue using innovative approaches
Goal 6.3 – Improve asset management and close the state of good repair gap by investing in NPCA assets

Related Reports and Appendices:

Appendix 1: St. Johns Mill House Feasibility Study Report

Authored by:

Original Signed by:

Adam Christie
Director, Conservation Areas

Submitted by:

Original Signed by:

Leilani Lee-Yates BES, MSPL.RPD, MCIP, RPP
CAO/Secretary-Treasurer

FEASIBILITY STUDY REPORT



St. Johns
Mill House

Niagara Peninsula Conservation
Authority

DATE: 2026-08-04

D P A I

Design Partners in
Architecture and Interiors

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Land Acknowledgment

The John Street House project is situated within the Upper Twelve Mile Creek valley on the southern slope of the Niagara Escarpment, as part of the St. Johns Centre Conservation Area.

We acknowledge that this site lies on the traditional territory of the Haudenosaunee, Attiwonderonk (Neutral), and Anishinaabec peoples.

This area continues to be home to many Indigenous peoples from across Turtle Island, and we recognize their enduring relationship to the land.

Purpose

The St. Johns Mill House Study

The Niagara Peninsula Conservation Authority (NPCA) owns and operates the St. Johns Centre Conservation Area at 3054 Orchard Hill Drive in Thorold.

The purpose of this study is to assess the feasibility of converting the St. John Mill House from an administrative and educational facility building into a boutique multipurpose venue with genuine revenue-generating potential, suitable for weddings and corporate events.

Beyond event rental, the building will also accommodate NPCA staff office and a boardroom, program and rental storage, potential laundry facilities, and occasional use as a weather shelter for outdoor education groups of 45-60 students.

This report will provide insight and further define the scope of work for a single cohesive vision for the property.

Goals

Goals for this feasibility study:

- Develop a building scheme, understanding the program requirements
- Provide conceptual layout, floor plans, and parking plan
- Provide a building code review encompassing exiting, accessibility, fire-rating, and acoustic requirements
- Examine effective solutions to addressing accessibility challenges within the building, including access from grade
- Assess required structural changes to accommodate the proposed plans and code requirements
- Provide heritage opinion on character-defining elements and proposed interventions
- Provide Class D cost estimates for design

Challenges

- Change in use from educational and administrative to assembly occupancy, requiring major renovation and triggering significant building code upgrades
- The existing interior configuration is not conducive to event use in its current form. The split-level nature of the building presents significant challenges in creating the open, flowing, and accessible spaces a venue requires
- Building additions and site works are constrained by floodplain regulations, a 15-metre creek setback, a 100-year flood plain, and a provincially protected wetland, all of which pose limits for expansion on site
- Parking is the most significant site-level challenge, with the property currently accommodating approximately nine vehicles — far short of event venue requirements. The existing septic bed to the west further limits available land. Creative solutions including remote parking and arrangements with neighbouring properties must be sensitive to the ecological and Niagara Escarpment constraints
- The full extent of interior conditions, including structural, mechanical, and electrical systems, is unknown. No as-built drawings are available, and the building has undergone multiple renovations without available documentation. Design assumptions will be required throughout the process
- The Niagara Escarpment Commission is the most demanding approval authority given the site's location. The scope and requirements for formal submission are not yet determined. This study is intended to serve as a foundation to support that process
- The existing quality of potable water is unknown. The existing septic bed will likely not support the demands of the proposed venue use and will require further investigation and likely replacement or supplementation
- Limited space within the existing building envelope for new services, vertical distribution, and accessibility interventions
- No existing elevator or barrier-free access to the upper level, and barrier-free access is limited in some areas of the basement
- Integration of upgraded life safety systems and structural reinforcements required to meet current building code standards for the new, higher-capacity occupancy
- The stepped foundation of the lower level poses significant challenges for achieving code-compliant headroom clearances and establishing a continuous barrier-free path of travel
- Balancing commercial performance targets, heritage preservation, and the complex physical and regulatory constraints of the site



The Niagara Peninsula Conservation Authority (NPCA) owns and operates the St. Johns Centre Conservation Area at 3054 Orchard Hill Drive in Thorold, Ontario. With the current tenant vacating, the NPCA envisions converting the John Street Mill House from its existing use as an administrative and educational facility into a boutique multipurpose wedding and corporate event venue with genuine revenue-generating potential. This feasibility study assesses the viability of that conversion, providing a conceptual design scheme, program, building code review, heritage assessment, and Class D cost estimate to define a clear and cohesive vision for the property.



Site & Heritage Significance

The John Street Mill House, also known as “Cooneen Cross,” is a listed heritage resource on Heritage Thorold’s 2016 inventory of heritage properties, situated at the heart of one of the most layered heritage landscapes in the Niagara Peninsula. The property is bordered by the Street/Haney/Miller Mill, the St. Johns Common School, and the former St. Johns Post Office — a remarkable cluster of nineteenth-century structures all located within a single NPCA-owned land parcel. Twelve Mile Creek runs directly through the rear yard of the property, accompanied by a historic bridge, a natural waterfall visible from the dining room, and mature landscaped gardens that have changed little since 1939. Together, these heritage and natural features form the foundation of the venue concept. The primary design opportunity lies not in building something new, but in revealing and enhancing what is already there.

Proposed Program

The proposed venue program distributes programming across three levels of the building, with a total gross floor area of 659.25 m² (7,096.34 sqft). The lower level serves as the main visitor entrance and houses staff offices, a boardroom, back-of-house catering kitchen, laundry, and storage. The main level provides flexible reception and cocktail hour spaces with direct access to an outdoor ceremony patio and views toward the creek, and includes a multipurpose room suitable for use as a bridal suite or independent rental space. The upper level houses the main dining hall, with a capacity of 100 people, where the ceiling is opened to reveal the gable structure and enlarged windows frame expansive views of Twelve Mile Creek and the adjacent waterfall. A total of 52 parking spaces are proposed across three parking areas on the site.

Proposed Design

A renovation and addition scheme has been developed that introduces two contemporary additions exterior to the original building envelope. At the rear of the building, a stone-clad elevator core anchors a light glazed enclosure housing the main stair, slicing a bold void into the existing structure and introducing a new canopy that establishes a clear and prominent main visitor entry. At the front of the building, a secondary addition discreetly houses the required exit stair, designed to complement rather than compete with the existing building’s character. All existing interior stairs are removed, freeing the interior floor plates to maximize usable event space. A fully code-compliant elevator provides barrier-free access to all levels.

Code & Life Safety Compliance

The conversion from an educational and administrative occupancy to an assembly occupancy triggers a comprehensive building code review under the Ontario Building Code. The proposed design addresses exiting, accessibility, fire separation, and occupant load requirements associated with the new occupancy classification. Barrier-free access to all levels is achieved through the introduction of the new elevator, and the two required means of egress from the upper level are provided through the two exterior additions.

Demolition Scope

The proposed demolition scope is carefully considered to retain the essential structure and character of the existing building while selectively removing elements to accommodate the requirements of the new venue program. The existing garage, interior stairs, front fireplace, main level balcony, second floor ceiling, and east façade windows are to be demolished. The building’s primary structure, floor plates, front porch, and upper level balcony are retained. The east façade windows will be replaced with larger openings matching the scale and style of the existing dining room window, and the second floor ceiling will be opened to expose the gable structure above the main dining hall.

Cost Estimate

DPAI prepared a Class D Order of Magnitude cost estimate for the proposed scheme. The total project cost is estimated at \$7,936,771, inclusive of construction, contingencies, soft costs, and a site work allowance. Given the level of detail available at this stage of design, the estimate carries an accuracy range of approximately ±25%, meaning the total project cost could reasonably range between approximately \$5.9M and \$9.9M. It is recommended that the estimate be revisited and refined at each subsequent design milestone.

Conclusion & Recommendations

The feasibility study finds that the John Street Mill House presents a compelling and viable opportunity for conversion into a boutique event venue. The property’s exceptional heritage character, naturalistic setting, and distinctive architectural features collectively position it as a truly unique event destination within the Niagara region — one that cannot be replicated elsewhere. The proposed design scheme demonstrates that the building can be made fully accessible, code-compliant, and operationally functional as a venue while preserving and enhancing its heritage integrity.

It is recommended that the NPCA advance the preferred design concept into the next phase of design development, with concurrent engagement with the City of Thorold and the Niagara Escarpment Commission to establish a clear approvals pathway. A heritage impact assessment should be undertaken to support any formal heritage designation applications and to guide interventions to the building envelope and landscape.

2.0 EXISTING CONDITIONS

2.1 EXISTING BUILDING OVERVIEW

Building Background & History

The St. Johns Mill House, also known as “Cooneen Cross,” is a heritage resource located at 3054 Orchard Hill Drive in Thorold, identified on Heritage Thorold’s 2016 inventory of heritage properties. The two-storey frame structure is believed to have been built by miller John Street Jr., the only miller recorded as living in a two-storey frame building in the area according to the 1851 census. By 1861, the property was occupied by miller Isaac Smith Haney and his family.

The house subsequently fell into disrepair before being restored after 1928 by the Duff family, who renamed it “Cooneen Cross.” The building was later updated again following its purchase by Arthur and Marilyn Scott in 1953. In the late 1990s, as part of the St. Johns Centre partnership, the building underwent further capital improvements supported by the Jackman Foundation, including the replacement of windows, doors, and siding.

Existing Building Description

The building has an approximate gross floor area (GFA) of 551 m² and is characterized by brick masonry, stone foundations, wood siding, fireplaces, and windows overlooking the creek.

The lower level of the building features a stepped foundation comprising three distinct sub-levels at varying elevations. The primary basement entrance establishes the 0.00-metre datum. The original house basement sits 1’3” below this datum, while the classroom level beneath the new addition steps down further to 2’3” below the entrance. The third sub-level consists of an attached garage floor, which accommodates its own independent slope and elevation relative to the natural grade.

Exterior Views



Current Use

The property is currently rented from the Niagara Peninsula Conservation Authority (NPCA) and used by the Niagara Catholic District School Board for Indigenous programming, operating under the name St. Kateri Tekakwitha Centre. The building houses offices on the upper floor, with classrooms occupying the main floor and basement, supporting Indigenous and outdoor education in cooperation with the nearby Soaring Eagles Elementary and Secondary Alternative School.

Heritage Status & Character-Defining Elements

The St. Johns Mill House, also known as “Cooneen Cross,” is the only listed heritage resource located within the subject land parcel, identified on Heritage Thorold’s 2016 inventory of heritage properties. It is situated east of the separate John Street Mill (Street/Haney/Miller Mill) along the Twelve Mile Creek tributary, and less than 200 metres north of the St. Johns Common School. Accessibility & Life Safety Limitations

- Two-storey frame construction, consistent with the building’s likely original construction by miller John Street Jr., based on the 1851 census
- Creek-side setting, with the house positioned along the Twelve Mile Creek tributary and views toward the stream from the building

- Assembled stone structures, relics, and artefacts, gathered by Louis Blake Duff as part of his “Cooneen Cross” garden folly, including the Gable and Thatch Summerhouse (featuring carved medieval-style stone faces), a commemorative stone said to originate from Fort Sainte-Marie (1639), and the Crowland Abbey relic

Natural and Landscape Features

In addition to its historical surroundings, the site benefits from a number of natural landscape features that enhance its setting and potential appeal as an event venue. Twelve Mile Creek runs directly through the rear yard of the property, accompanied by a historic bridge crossing it. A waterfall is also located within the creek, situated immediately beside the house and visible from the dining room, offering a distinctive natural backdrop for indoor gatherings.

Parking

The property currently accommodates approximately nine vehicles, far short of event venue requirements. A septic bed to the west of the building further limits available land. Creative solutions will need to be explored, including remote parking near Holland Road at the upper end of the site and potential arrangements with neighbouring properties along Orchard Hill Drive. Any solution must be sensitive to the ecological and cultural constraints of the Escarpment designation.

Entrances

The building is accessed via two primary entrances, each leading to a different level of the structure. The features of each are outlined below.

- Lower Level Entrance – Located beside the garage, accessed directly from the driveway
- Main Level Entrance – Located at the main floor, accessed by walking up the front lawn; this entrance includes the main porch

Entrance Challenges

With two entrances functioning as primary access points, there is no clearly designated main entrance, which may create confusion for guests as to which entrance to use in a public/venue . In addition, The main floor entrance does not currently offer barrier-free access. These conditions will need to be addressed in the proposed design to provide a more welcoming, barrier free arrival sequence for guests.

Opportunity

The site and building present a strong opportunity for conversion into a wedding and corporate event venue, grounded in the property’s exceptional historical significance and naturalistic landscape setting. The primary opportunity lies in highlighting, revealing, and enhancing the heritage and landscape features that already exist on site. This approach not only respects the building’s character-defining elements but also positions the venue’s authenticity and historical depth as a defining feature of the guest experience. There is an opportunity to open sightlines toward Twelve Mile Creek, allowing the natural landscape and water features to become a more prominent and visible part of the venue experience. Similarly, the existing gable roof presents an opportunity to open the ceiling and expose the underlying structure, creating a more grand and dramatic dining space that celebrates the building’s original architectural form.

Limitations

The conversion of the building into a venue is subject to several physical and regulatory limitations that should be considered as part of the feasibility assessment.

- The lower level’s stepped foundation, comprising three distinct sub-levels at varying elevations, presents challenges both for achieving barrier-free accessibility and for introducing new circulation routes between levels, as headroom constraints are likely to arise when connecting these differing elevations.
- An existing septic bed is located to the west of the garage, which may constrain site planning and limit options for building expansion or new construction in that area.
- Portions of the site are also located within a regulated flood plain, which may impose additional restrictions on development and site alterations. Related to this, new construction is restricted within 15 metres of the creek, further limiting the buildable area of the site.

2.2 HERITAGE OVERVIEW

St. Johns Centre, Thorold

The John Street Mill House sits at the heart of one of the most layered and evocative heritage landscapes in the Niagara Peninsula. The broader site — historically known as St. Johns Centre — rests within the traditional territory of the Haudenosaunee, Attiwoonderonk (Neutral), and Anishinaabec Nations, and has been the site of human activity for more than 10,000 years. The area lies within the Upper Canada Treaties (3, 4, and 381) and the Dish with One Spoon Wampum agreement.

European settlement of the area began in the late eighteenth century, when United Empire Loyalists followed established Indigenous trail networks — including a branch of the Mohawk Trail and the Beaverdams Trail along Twelve Mile Creek — into the Niagara Peninsula. The community of St. Johns took shape following Benjamin Canby's construction of a sawmill on the Twelve Mile Creek tributary in 1792, with the village's core established in Thorold Township lot 111 through subsequent land transactions by the Street and Darling families in the early nineteenth century.

The John Street Mill House

The John Street Mill House, also known as “Cooneen Cross,” is a listed heritage resource on Heritage Thorold's 2016 inventory of heritage properties, located at 3054 Orchard Hill Drive in Thorold. The two-storey frame house is believed to have been built by miller John Street Jr., based on the 1851 census, which recorded only one miller in the area living in a two-storey frame dwelling. By 1861, the house was occupied by miller Isaac Smith Haney and his family.

The property fell into disrepair before being restored after 1928 by journalist and historian Louis Blake Duff, who renamed it “Cooneen Cross” — a name believed to be inspired by a community near Limerick in Ireland. Duff, a celebrated bibliophile and president of both the Welland Historical Society and the Ontario Historical Society, transformed the property into what he described as one of the showplaces of the Niagara district, assembling an eclectic collection of historical artefacts and stone structures within a landscaped garden modelled on the manicured natural gardens of Inigo Jones. Notably, the layout of the landscaped gardens has changed little since photographs taken in 1939, and has been carefully maintained by successive owners and the NPCA ever since.

The property was further updated by Arthur and Marilyn Scott following their purchase in 1953, and received additional capital improvements in the late 1990s and 2005, supported by the Jackman Foundation, including replacement of windows, doors, and siding.



Historic views of rear and façade of the mill house (both undated [c. 1930s], courtesy of Nick Bogaert, 2025)

Heritage Monuments & Surrounding Buildings

St. Johns Centre retains a remarkable cluster of nineteenth-century heritage structures, several of which remain standing on and immediately adjacent to the subject property.

The Street/Haney/Miller Mill (c. 1855/1876)

The John Street Mill is situated on the same property as the mill house, along the Twelve Mile Creek tributary. Originally constructed circa 1855 on land sold by John Street Jr. to the Haney brothers, the mill was significantly reconstructed following a fire in 1876. The 2025 Cultural Heritage Evaluation Report recommends the mill for formal designation under Part IV of the Ontario Heritage Act, recognizing its role in anchoring the industrial story of the St. Johns settlement and its significance within the Twelve Mile Creek watershed.



The St. Johns Mill (2025)

The St. Johns Common School (c. 1804)

Located less than 200 metres south of the mill house, the St. Johns Common School is among the oldest surviving schoolhouses in the region. It served intermittently as a schoolhouse from 1804 to the early 1840s, predating Ryerson's Common School Act of 1846, and is recommended alongside the mill for Part IV designation under the Ontario Heritage Act.



The St. John Common School (2025)

The St. Johns Post Office (c. 1865)

The former post office, located at 3024 Orchard Hill Drive immediately adjacent to the schoolhouse, is a two-storey brick and frame structure believed to have been erected by Stephen Haney during his tenure as postmaster from 1865 until 1870. Postal service at the site operated intermittently until its final postmaster, Frederick Pitts, resigned in 1914. Restored in the late 1990s and completed in 2008, the building today operates as the Soaring Eagles Elementary and Secondary Alternative School.

All four structures — the mill house, mill, schoolhouse, and former post office — are located within a single 74,822 m² land parcel owned by the Niagara Peninsula Conservation Authority (NPCA), situated within the St. Johns Conservation Area and fully protected within the Niagara Escarpment Plan's Protected Area, part of a UNESCO World Biosphere Reserve since 1990.

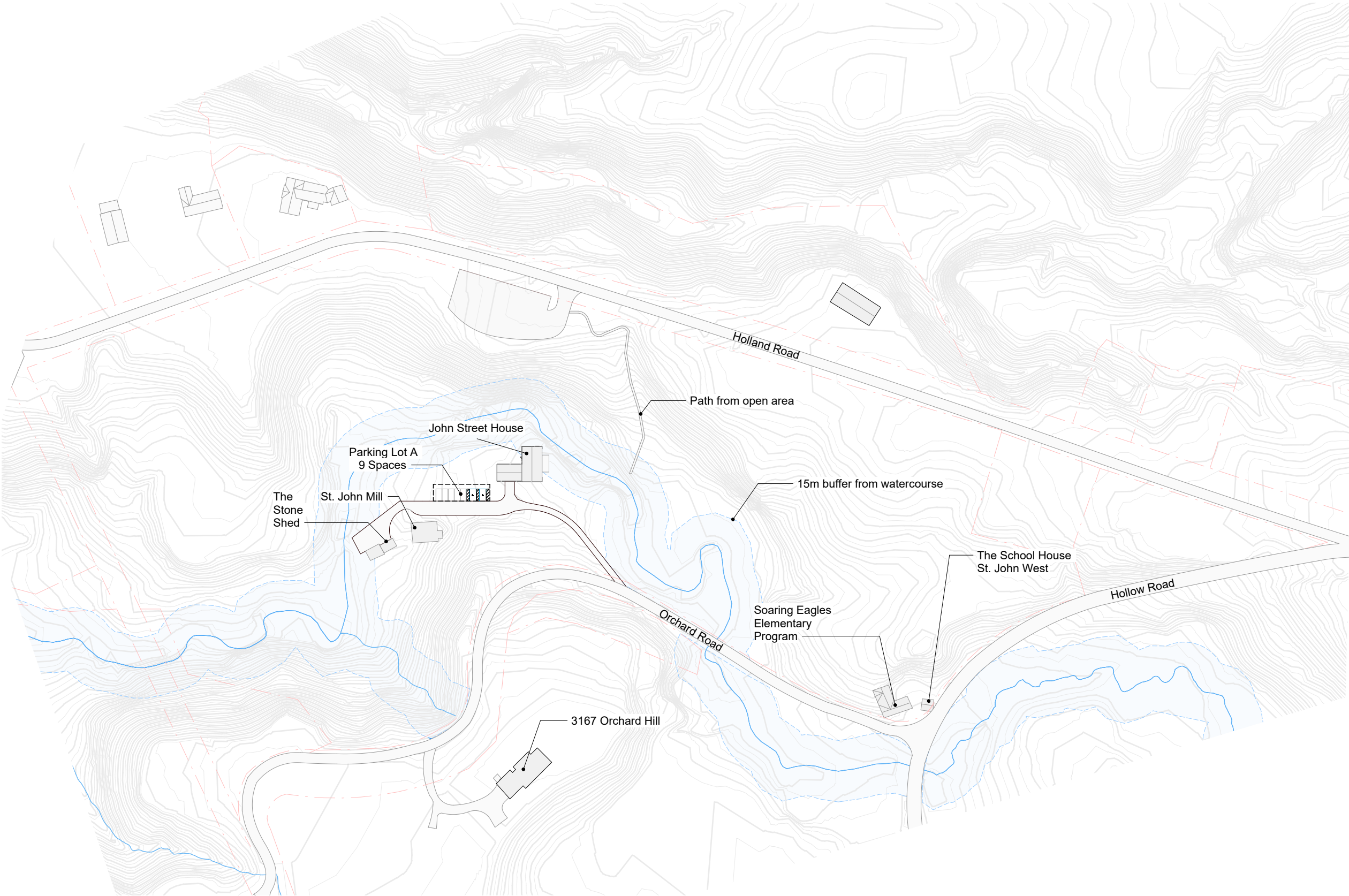
2.3 EXISTING SITE PLANS



Aerial Plan



Scale: 1:2000



Context Plan



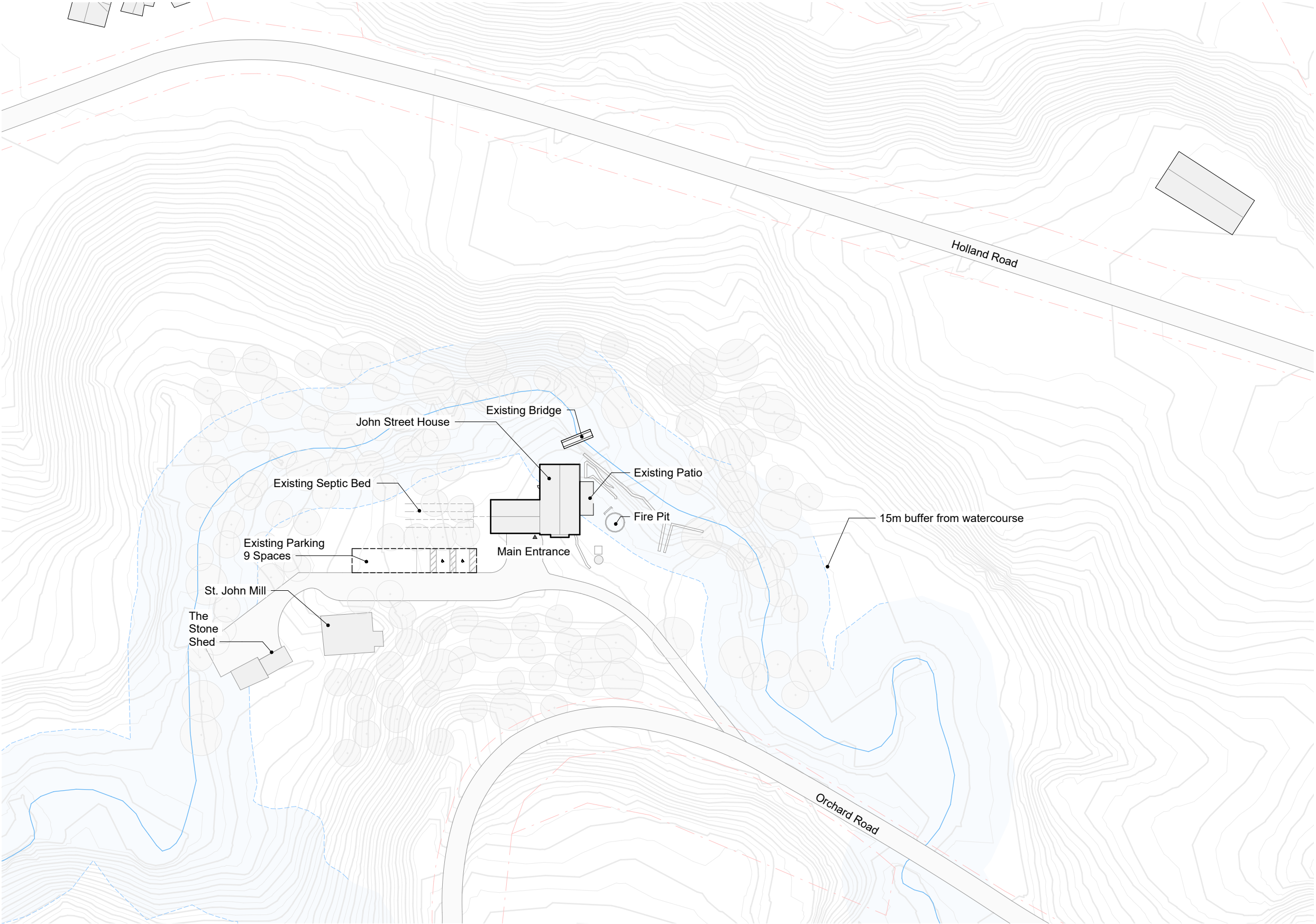
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Aerial Plan



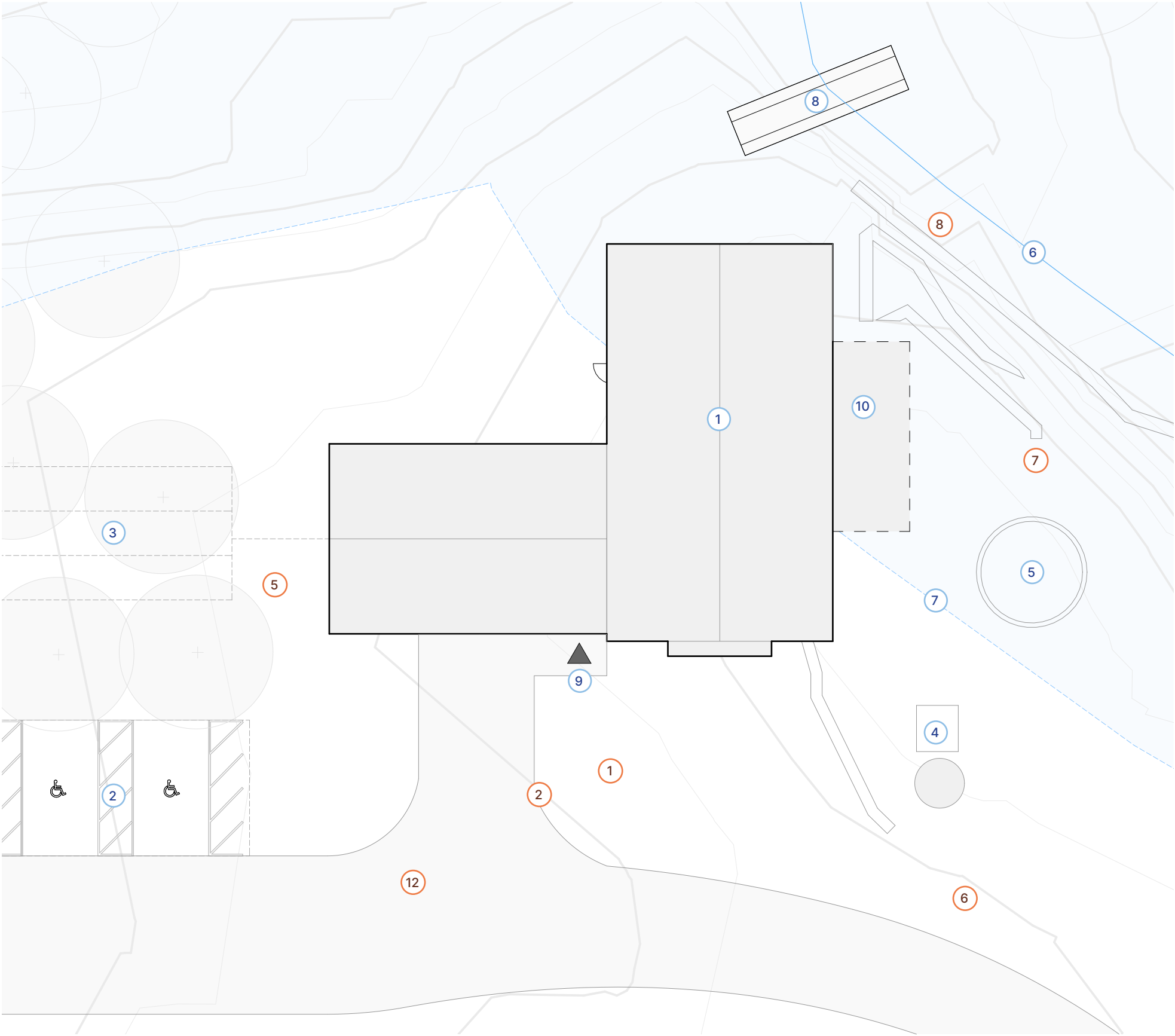
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Context Plan



Scale: 1:1000



Ref	Existing Condition Notes
1	Subject Building
2	Existing Parking spaces
3	Septic bed
4	Historic Artifacts
5	Fire Pit
6	Watercourse Centerline
7	15 meter Watercourse Buffer
8	Stone Bridge
9	Lower Level Entrance
10	Main Level Entrance

Site Plan



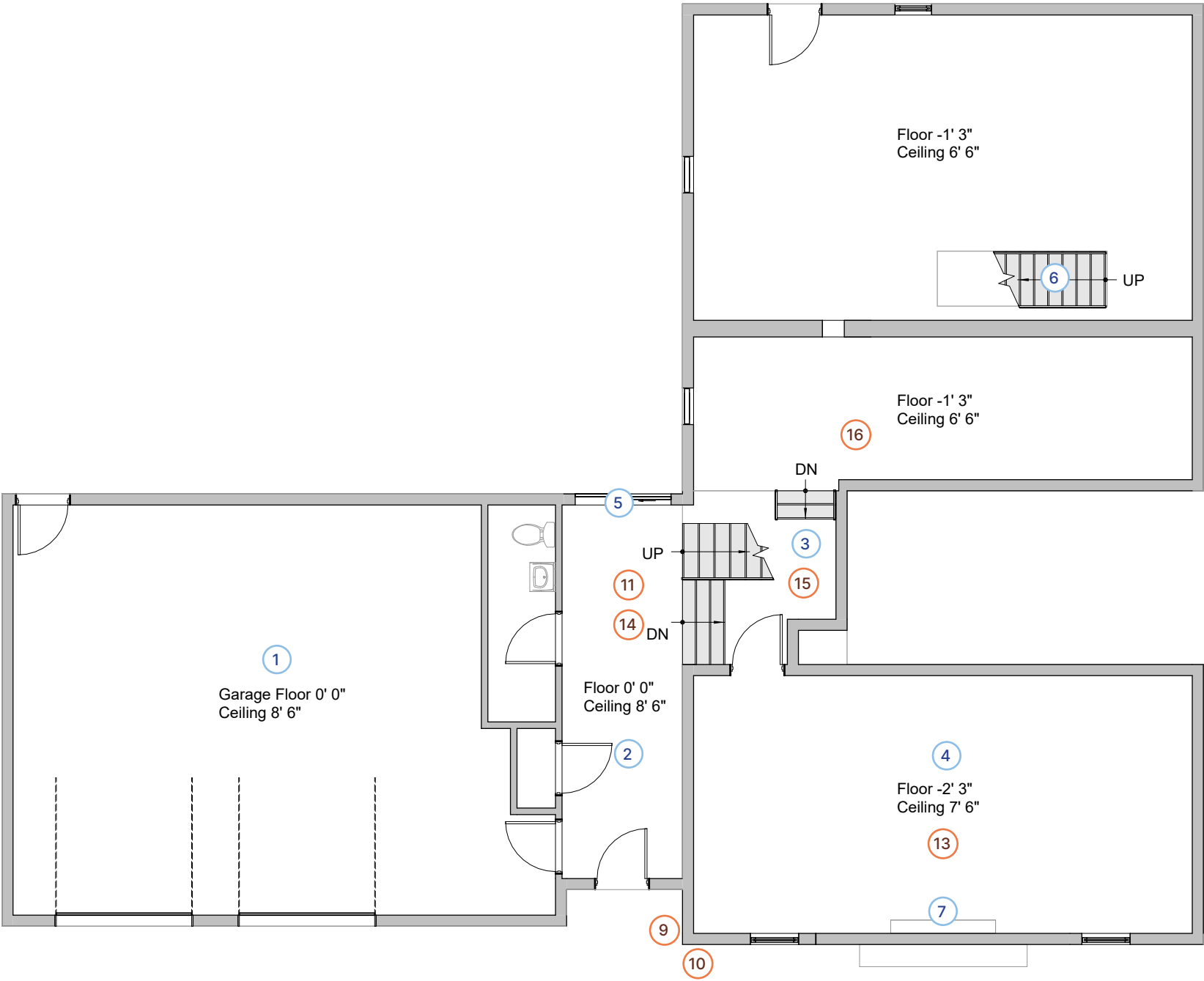
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Legend

- Photo location
- Note

2.4 EXISTING BUILDING PLANS

Ref	Existing Condition Notes
①	Garage
②	Front Door Landing
③	Lower Level Landing
④	Lower Level Class Room
⑤	Sliding Doors to Back Yard
⑥	Stairs to Kitchen
⑦	Fireplace



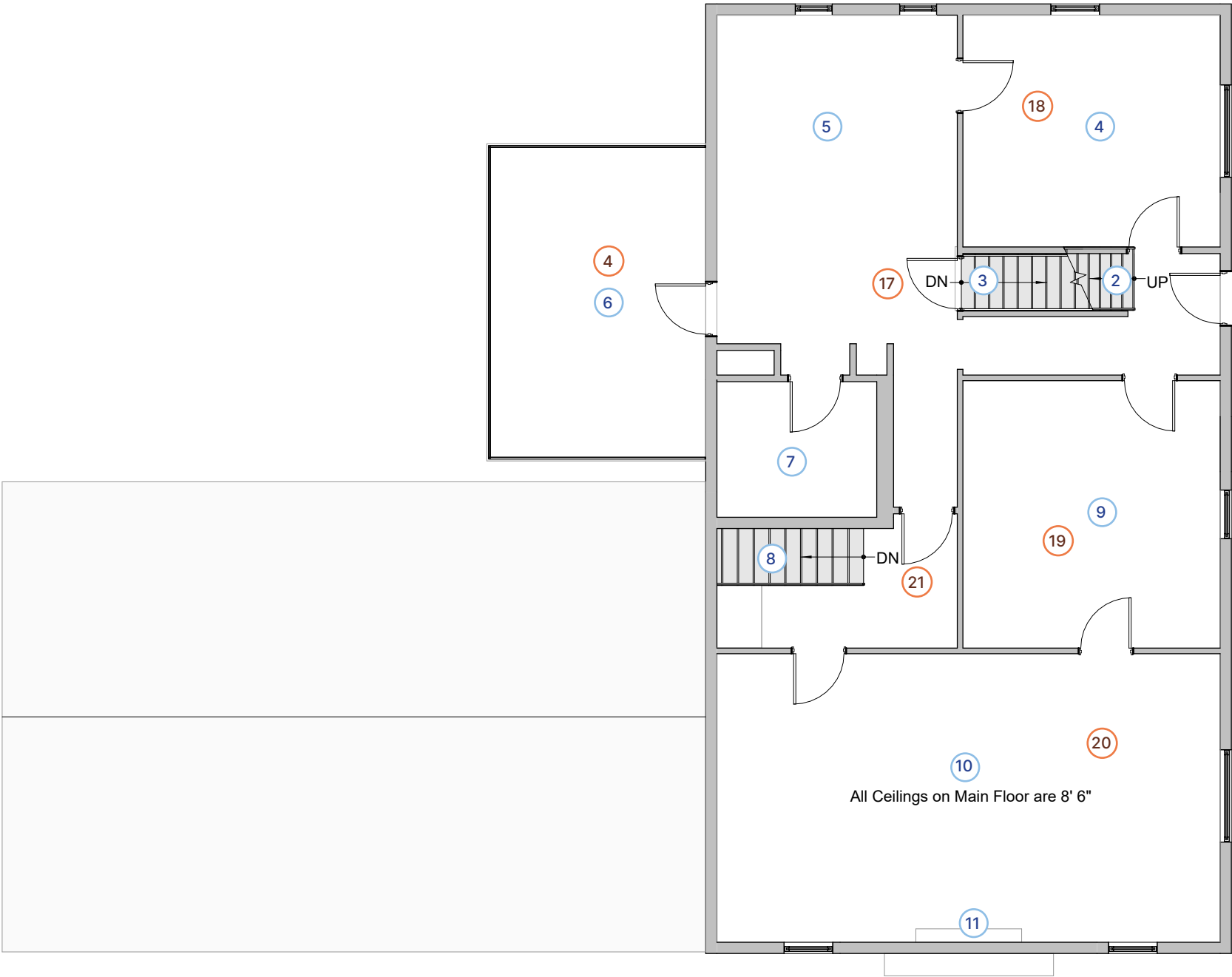
Lower Level Plan



Scale: 1:100

Legend

- ⓧ Photo location
- ⓧ Note



Ref	Existing Condition Notes
1	Front Entry from Porch
2	Stairs to Upper Level
3	Stairs to Lower Level
4	Dining Room
5	Kitchen
6	Balcony
7	Pantry
8	Stairs to Lower Level Entry
9	Study
10	Main Level Classroom
11	Fireplace

Main Level Plan



Scale: 1:100

Legend

X Photo location

X Note



Ref	Existing Condition Notes
1	Stairs to Main Level Entrance
2	Office 3
3	Upper Level Balcony
4	Storage 1
5	Office 1
6	Storage 2
7	Meeting Room
8	Office 2
9	Office 4

Upper Level Plan



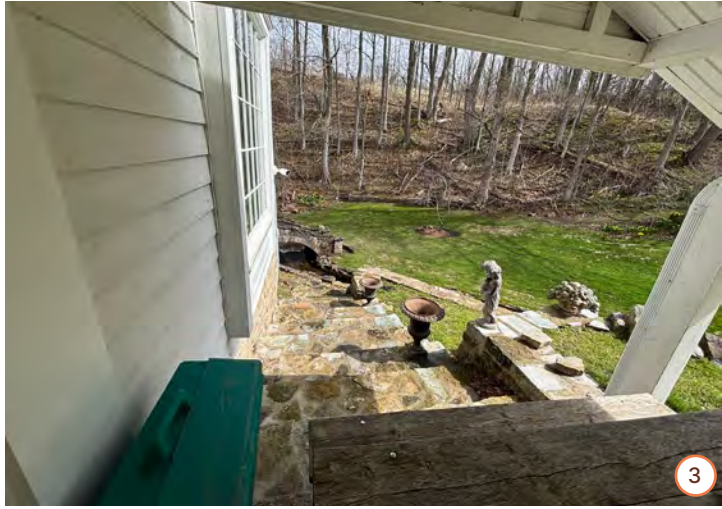
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Legend

X Photo location

X Note

2.5 PHOTO GALLERY



(X) Correlates with key notes on Existing Floor Plans



(X) Correlates with key notes on Existing Floor Plans

3.0 PROPOSED PROGRAM

3.1 PROPOSED SPACE PROGRAM

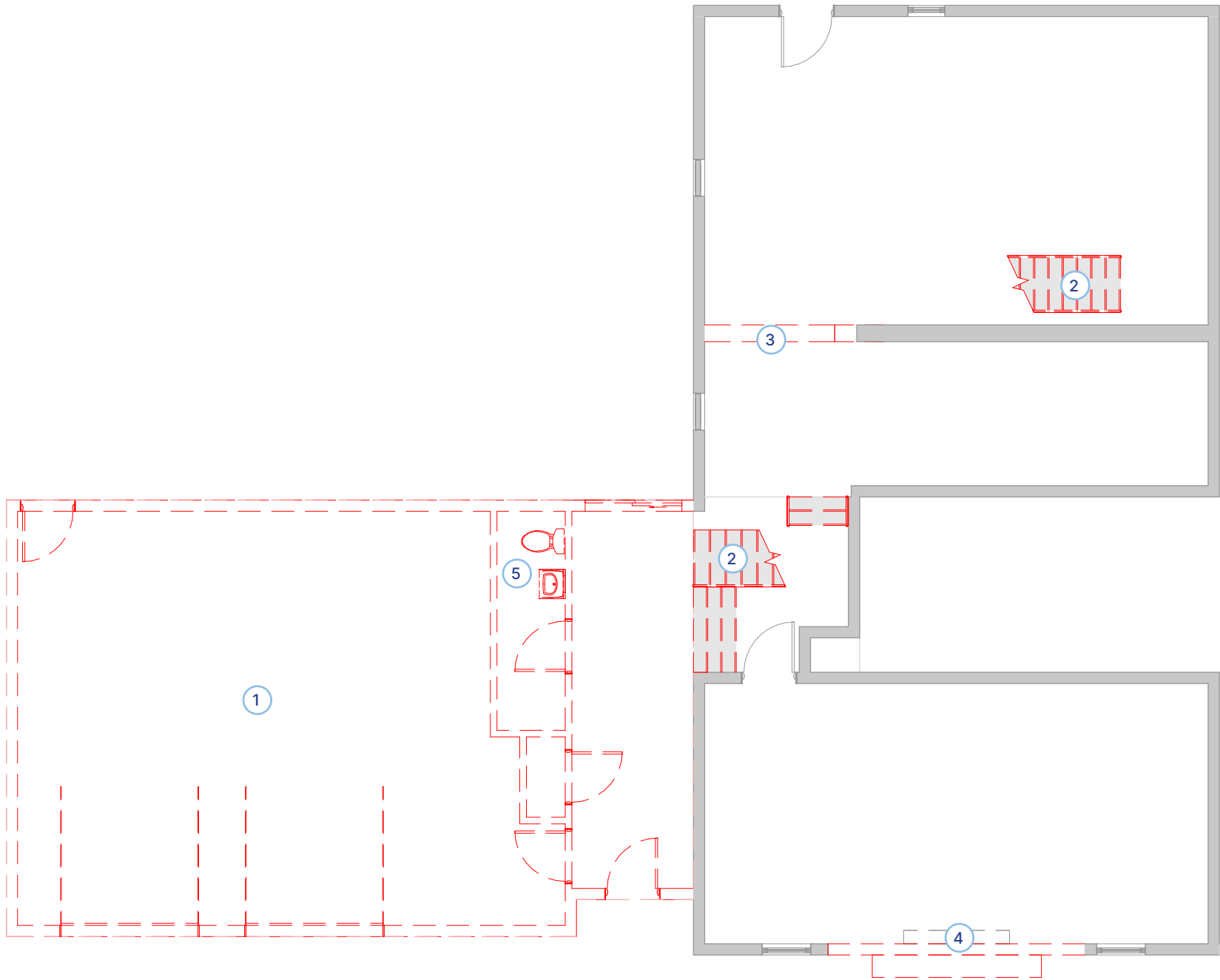
The following space program outlines the proposed accommodation for the converted venue, organized by zone. The program is distributed across three levels of the building and is designed to balance the operational needs of the venue with the NPCA's ongoing administrative requirements. Each space has been sized to meet the functional requirements of the proposed use while remaining responsive to the constraints of the existing building envelope.

ROOM	DESCRIPTION	AREA PROVIDED
EXTERIOR/SITE		
Parking	32 parking spots as determined by zoning by-law Assembly use GFA 563.59m² x 1 Space per 20m² = 28 Spaces Office GFA 96.65m² x 1 Space per 25m² = 4 Spaces 4% of the total number of parking spaces in the parking area need to be barrier-free 32 Spaces x 0.04 = 2	32 total parking spaces 2 Barrier-free parking spaces
Outdoor Amenity/Education	A sheltered, multi-functional outdoor space programmed for learning, ceremonies, and events. The layout utilizes flexible, loose furniture to easily adapt to changing needs and includes dedicated space for a mobile, roll-out serving bar. An integrated fire pit lounge with Muskoka chairs anchors the area.	91.0 sqm
COMMON AREAS		
Entry Area	Provide a transition space that can hold 12-24 people if events need to be moved from outdoor to indoor. Include an area for coats and shoes. This space will be used by the summer programming on a regular basis.	34.0sqm
Reception/Ceremony indoor area	A flexible, multi-purpose gathering space with direct adjacency to the outdoor landscape. Designed to accommodate indoor ceremonies, cocktail receptions, and presentations, this area acts as a transitional zone and gathering point before guests move into the primary dining hall.	78.0 sqm
Multipurpose Hall	A highly flexible indoor venue optimized for various event formats, including plated meals, buffet-style food stations, and cocktail receptions. An integrated sound system and projector setup, alongside direct physical and visual connections to the adjacent outdoor space and waterfront views.	135.0 sqm
Bar Area	A dedicated bar area within the multipurpose hall. Designed to support high-volume beverage service.	7.5 sqm
Food Servery	Designated footprint within the multipurpose hall specifically dimensioned to accommodate buffet tables and grazing stations without disrupting main guest circulation paths.	5.5 sqm
Circulation	Corridors shall be suitable for groups of people as well as catering services, and barrier-free as per ADOA requirements	-
Bridal Suite/ Multipurpose room	Private room designed to serve as a bridal suite or be rented out independently for small events.	31.0 sqm
Elevator	A new code-compliant elevator shall be installed.	int cab: min 2500 × 1700
Universal Washroom	A universal washroom to serve the common areas of the building as required by code	9.5 sqm
Washroom	Gender neutral washroom facilities as required by code	-
BACK OF HOUSE		
Kitchen	A dedicated back-of-house kitchen with residential-grade appliances for food warming and plating. Commercial dishwasher for rapid turnaround during events.	19.0 sqm
Laundry	Residential sized washer and dryer machine for events and summer programs	8.5 sqm
NPCA OFFICES		
Staff Offices	Three administrative offices, each sized to accommodate standard 5'x6' L-shaped desks, filing cabinets, bookshelves, and shoe racks. The manager's office features additional spatial clearance to host up to three people for small meetings.	29.0 sqm
Boardroom	A flexible workspace designed to accommodate meetings of up to 10 people, while doubling as a staff lunch and break room equipped with a microwave, mini-fridge, and sink. When not reserved for meetings, the room functions as an open workspace.	34.5 sqm
Storage	Dedicated space for event furniture and equipment, as well as materials and supplies associated with summer programming operations.	20.0 sqm

4.0 DEMOLITION PLANS



For detailed plans, refer to the Appendix A of this report.



Ref	Demolition Notes
①	Lower level entry and garage addition to be demolished
②	All existing stairs to be demolished
③	Opening in load bearing wall to make room for future ramp
④	Portion of wall demolished to allow for connection to proposed addition
⑤	Washroom/plumbing to be demolished

Lower Level Demolition Plan

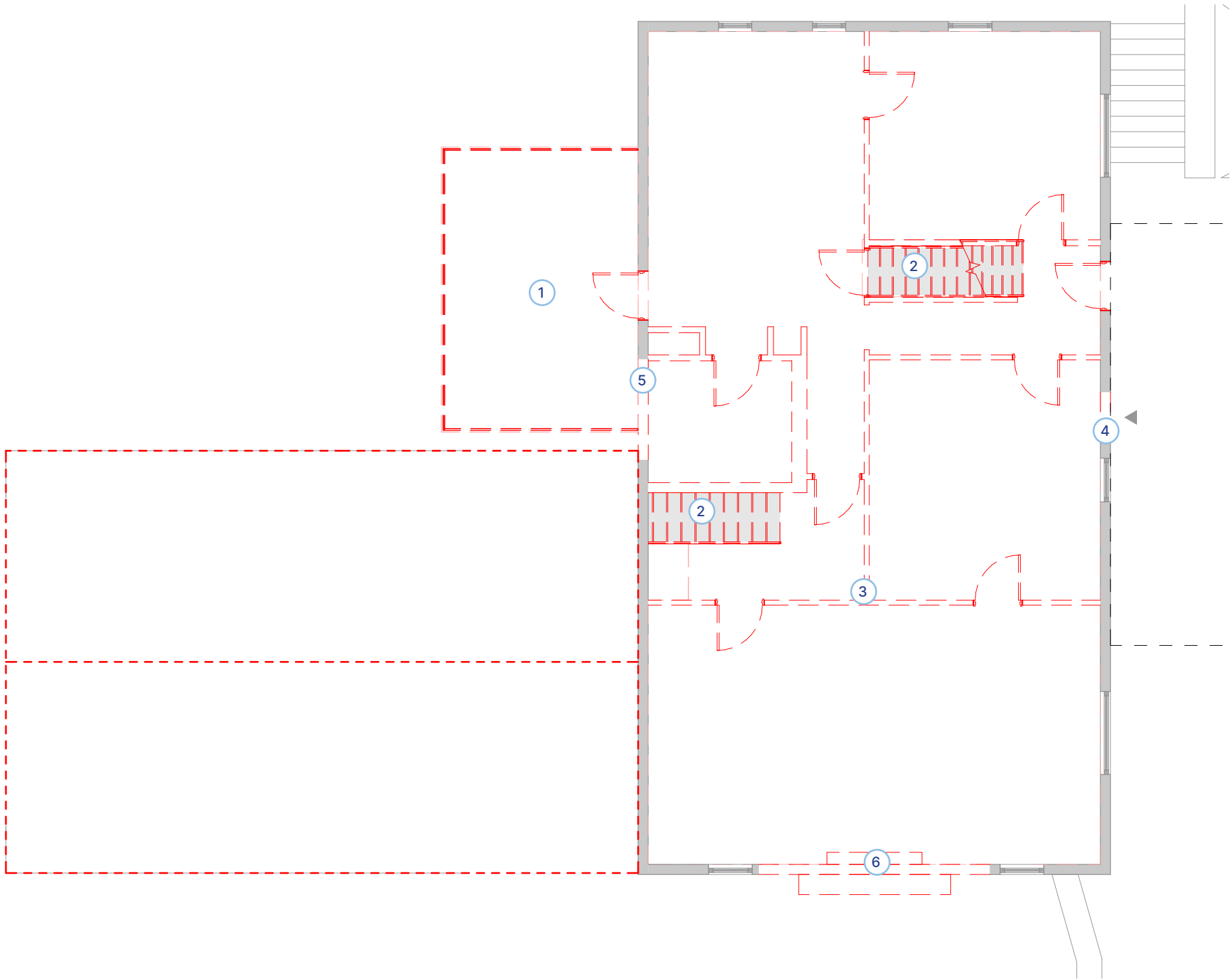


Scale: 1:100

Legend

ⓧ Note

For detailed plans, refer to the Appendix A of this report.



Ref	Demolition Notes
①	Existing balcony to be demolished
②	All existing stairs to be demolished
③	Walls to be demolished for new layout.
④	Windows demolished to allow for larger openings
⑤	Portion of wall demolished to allow for connection to proposed addition
⑥	Fireplace to be demolished for stair addition

Main Level Demolition Plan

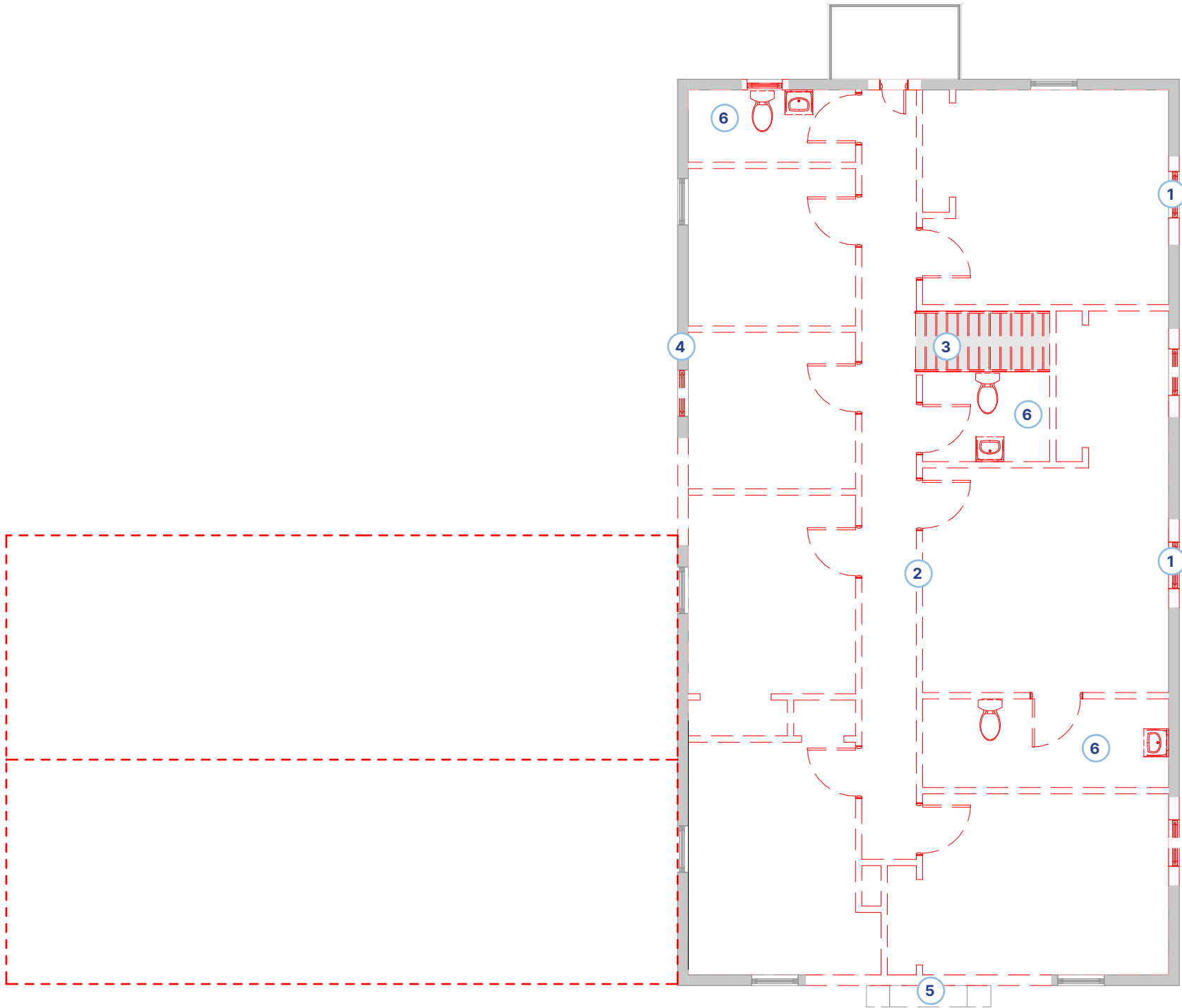


Scale: 1:100

Legend

ⓧ Note

⑥



For detailed plans, refer to the Appendix A of this report.

Ref	Demolition Notes
1	Windows demolished to allow for larger openings
2	Walls to be demolished for new layout.
3	All existing stairs to be demolished
4	Portion of wall demolished to allow for connection to proposed addition
5	Fireplace to be demolished for stair addition
6	Washroom/plumbing to be demolished

Upper Level Demolition Plan



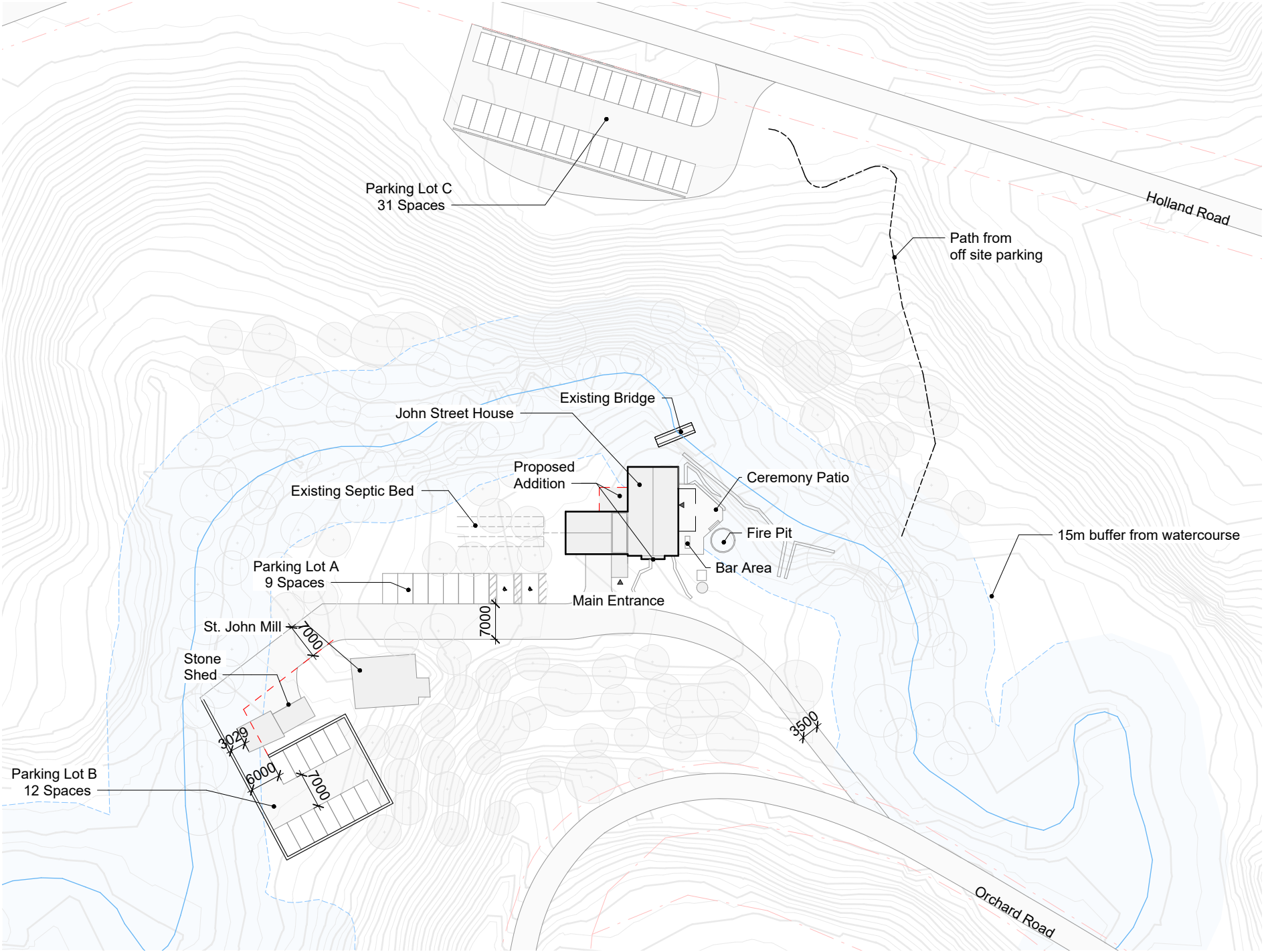
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Legend

X Note

5.0 PROPOSED DESIGN

5.1 PROPOSED DESIGN OVERVIEW



Overview

The proposed addition preserves the architectural character of the existing house while expanding and capitalizing on views of the creek and waterfall.

All existing interior stairs are removed, with circulation relocated to the exterior of the existing building envelope, freeing up interior floor space for gathering and maximizing the capacity of the venue. The existing lower-level entrance and garage addition is demolished to lower the floor level, matching the existing basement classroom. A new visitor entrance and office space is proposed in the place of those existing spaces, and a modern stone and glass addition connects to this space where the existing main level balcony is. The addition houses the main stair and elevator core, providing barrier free access to all levels. In addition, the proposed design introduces a canopy that marks the primary entrance to the venue. A second exit stair is discreetly housed within a new addition at the front of the house replacing the chimney that was part of a later addition to the original house

Parking

The existing parking area accommodates approximately nine vehicles and would be retained in its current location as priority parking, reserved for accessible spaces, drop-offs, and staff. This parking area and its access will require repaving and painting to introduce the two barrier-free parking spaces.

A second parking area, identified as Parking Lot B on the site plan, is located further along the driveway on the subject property, in an area currently used by the NPCA for parking and storage. The access to this area will also need to be paved with a driveway. The parking area will require a retaining wall to accommodate the significant grade change. A portion of the driveway access falls within the 15 m buffer from the watercourse, which should be further explored with the AHJ. At approximately 100 metres from the venue, the walk from this lot to the building takes under two minutes and passes the historic stone shed and mill, offering guests an immediate introduction to the heritage character of the site upon arrival.

A third parking area is proposed to the north of the building, accessed via Holland Road. This lot has the capacity to accommodate approximately 31 vehicles but represents a longer walk to the venue. An existing trail connects this lot to the building, and it is recommended that a valet service be offered as part of event packages.

	Spaces	Accessible Spaces
Parking Lot A	9	2
Parking Lot B	12	-
Parking Lot C	31	-
Total	52	2

Notes:
(1) All standard parking spaces are dimensioned at 3,000 mm x 6,000 mm. Barrier-free spaces are dimensioned at 3,400 mm x 6,000 mm, with a 1,500 mm clearance zone provided adjacent to each accessible space in accordance with accessibility requirements.

Context Plan



Scale: 1:1000



Overall Site

This axonometric view provides a comprehensive overview of the proposed exterior interventions, illustrating how the new additions and site improvements relate to the existing building envelope and surrounding landscape. Facing the creek, the enlarged windows are clearly expressed, maximizing natural light penetration and opening up expansive views to Twelve Mile Creek and the adjacent waterfall.

The contemporary rear addition is legible as the primary architectural gesture of the scheme, with the elevator core clad in stone anchoring a light, glazed enclosure that contrasts deliberately with the materiality of the existing building. At the front of the house, the secondary addition housing the exit stair is intentionally restrained in its expression, designed to complement and blend with the character of the existing building rather than compete with it.

Ref	Proposed Floor Plan Notes
1	Regraded Driveway to accommodate new entry level
2	Entrance canopy
3	Office addition on existing garage footprint
4	Egress stair addition
5	Proposed Patio
6	915 sqft addition that houses elevator and stair
7	Larger windows to match existing dining room opening

	Existing GFA	Addition GFA	Rebuild on existing footprint GFA	TOTAL
LOWER LEVEL	138.59 m ² 1491.77 sqft	35.67 m ² 384.00 sqft	95.65 m ² 1029.57 sqft	269.91 m ² 2905.34 sqft
MAIN LEVEL	159.00 m ² 1711.50 sqft	35.67 m ² 384.00 sqft	N/A	194.67 m ² 2095.5 sqft
UPPER LEVEL	159.00 m ² 1711.50 sqft	35.67 m ² 384.00 sqft	N/A	194.67 m ² 2095.5 sqft
TOTAL	456.59 m ² 4914.77 sqft	107.00 m ² 1152.00 sqft	95.65 m ² 1029.57 sqft	659.25 m ² 7096.34 sqft



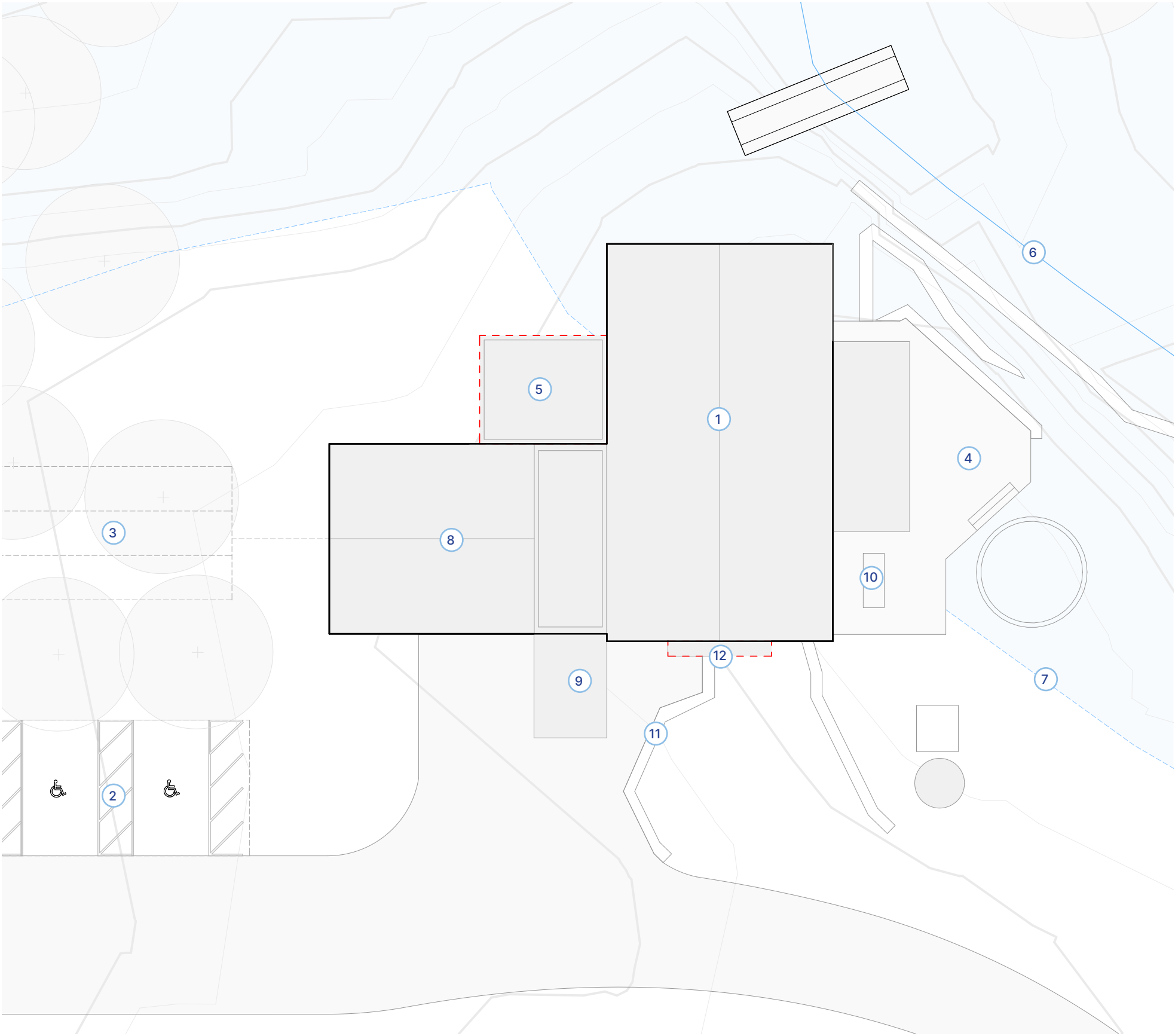
Additions Outside of Existing Footprint

The addition housing the elevator and staircase is tucked away where the existing balcony is to preserve the character of the house as visitors arrive only once turning the corner the modern slice through the building reveals itself. The Historical relics and fire pit are left where they are and there is a proposed patio that extends out past the covered porch on the main level to provide area for outdoor events and a dedicated spot for a bar.

Ref	Proposed Floor Plan Notes
1	Covered visitor entry
2	Office addition on existing garage footprint
3	915 sqft addition that houses elevator and stair
4	Egress stair addition
5	Regraded Driveway to accommodate new entry level

	Existing GFA	Addition GFA	Rebuild on existing footprint GFA	TOTAL
LOWER LEVEL	138.59 m ² 1491.77 sqft	35.67 m ² 384.00 sqft	95.65 m ² 1029.57 sqft	269.91 m ² 2905.34 sqft
MAIN LEVEL	159.00 m ² 1711.50 sqft	35.67 m ² 384.00 sqft	N/A	194.67 m ² 2095.5 sqft
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TOTAL	456.59 m ² 4914.77 sqft	107.00 m ² 1152.00 sqft	95.65 m ² 1029.57 sqft	659.25 m ² 7096.34 sqft

5.2 PROPOSED DESIGN PLANS



Ref	Existing Condition Notes
1	Subject Building
2	Parking Lot A
3	Septic bed
4	Ceremony Patio
5	Fire Pit
6	Watercourse Centerline
7	15 meter Watercourse Buffer
8	Office Addition Within Existing Garage Footprint
9	Entrance Canopy
10	Bar Area
11	New Retaining Wall
12	Stair Addition

	Existing GFA	Addition GFA	Rebuild on existing footprint GFA	TOTAL
LOWER LEVEL	138.59 m ² 1491.77 sqft	35.67 m ² 384.00 sqft	95.65 m ² 1029.57 sqft	269.91 m ² 2905.34 sqft
MAIN LEVEL	159.00 m ² 1711.50 sqft	35.67 m ² 384.00 sqft	N/A	194.67 m ² 2095.5 sqft
UPPER LEVEL	159.00 m ² 1711.50 sqft	35.67 m ² 384.00 sqft	N/A	194.67 m ² 2095.5 sqft
TOTAL	456.59 m ² 4914.77 sqft	107.00 m ² 1152.00 sqft	95.65 m ² 1029.57 sqft	659.25 m ² 7096.34 sqft

Site Plan

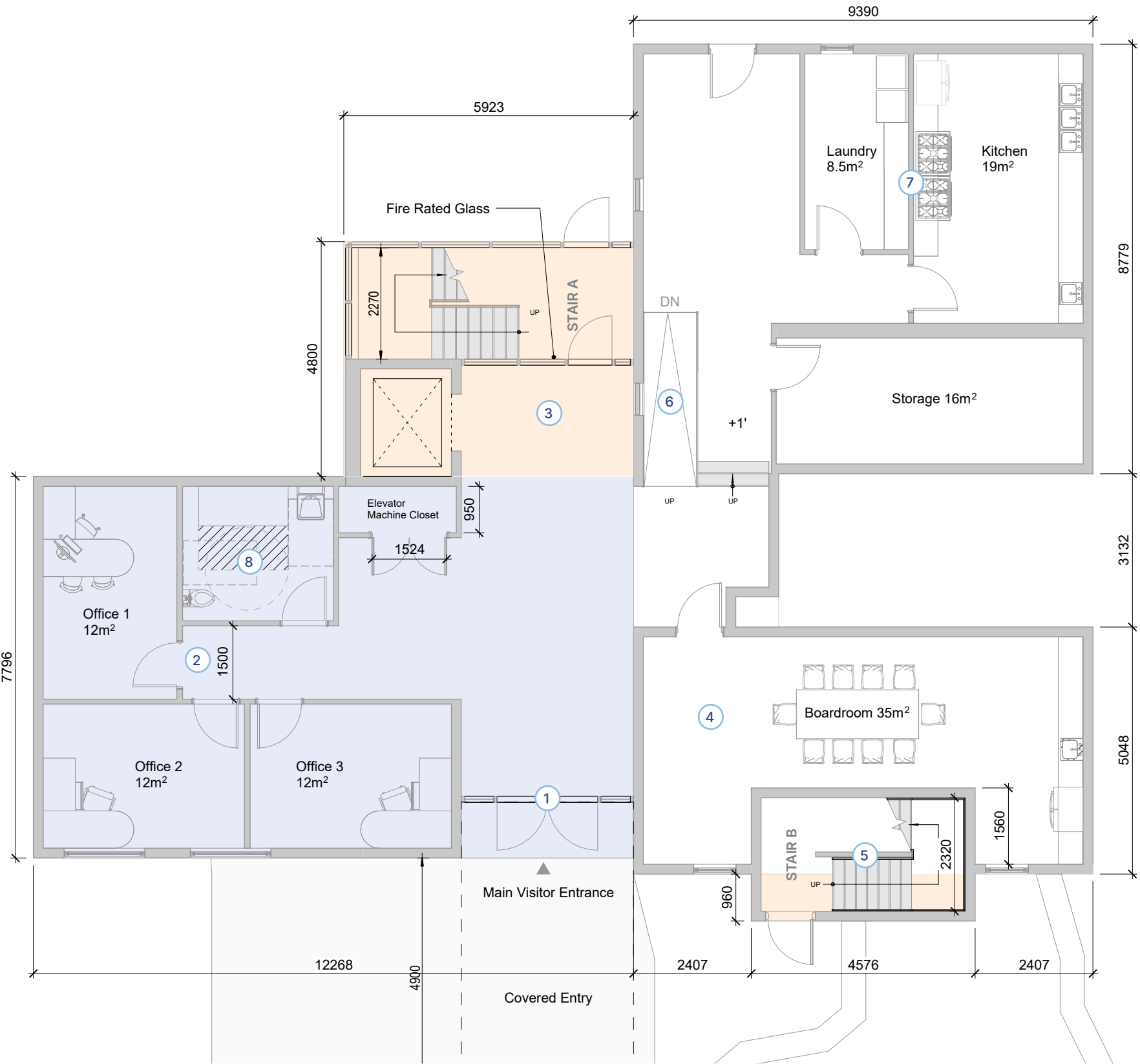


Scale: 1:200

Legend

X Note

Red dashed box Addition outside of existing footprint



Lower Level

The lower level serves as the main entry point for all visitors and guests to the venue. The existing garage is demolished to allow the floor level to be lowered to match the existing lower level classroom, with the space rebuilt to accommodate a new lobby and offices for the NPCA. In addition to the lobby and office space to the west, the lower level houses back-of-house catering kitchen and laundry facilities. A ramp is introduced to connect the new lowered floor level to the original building's basement foundation to the north.

Ref	Proposed Floor Plan Notes
1	Covered visitor entry
2	Office addition
3	915 sqft addition that houses elevator and stair
4	Office boardroom
5	Egress stair addition
6	Ramp from new lower level to original lower level
7	Back of house Kitchen/Laundry/Storage
8	Universal Washroom

	Existing GFA	Addition GFA	Rebuild on existing footprint GFA	TOTAL
LOWER LEVEL	138.59 m² 1491.77 sqft	35.67 m² 384.00 sqft	95.65 m² 1029.57 sqft	269.91 m² 2905.34 sqft
MAIN LEVEL	159.00 m² 1711.50 sqft	35.67 m² 384.00 sqft	N/A	194.67 m² 2095.5 sqft
UPPER LEVEL	159.00 m² 1711.50 sqft	35.67 m² 384.00 sqft	N/A	194.67 m² 2095.5 sqft
TOTAL	456.59 m² 4914.77 sqft	107.00 m² 1152.00 sqft	95.65 m² 1029.57 sqft	659.25 m² 7096.34 sqft

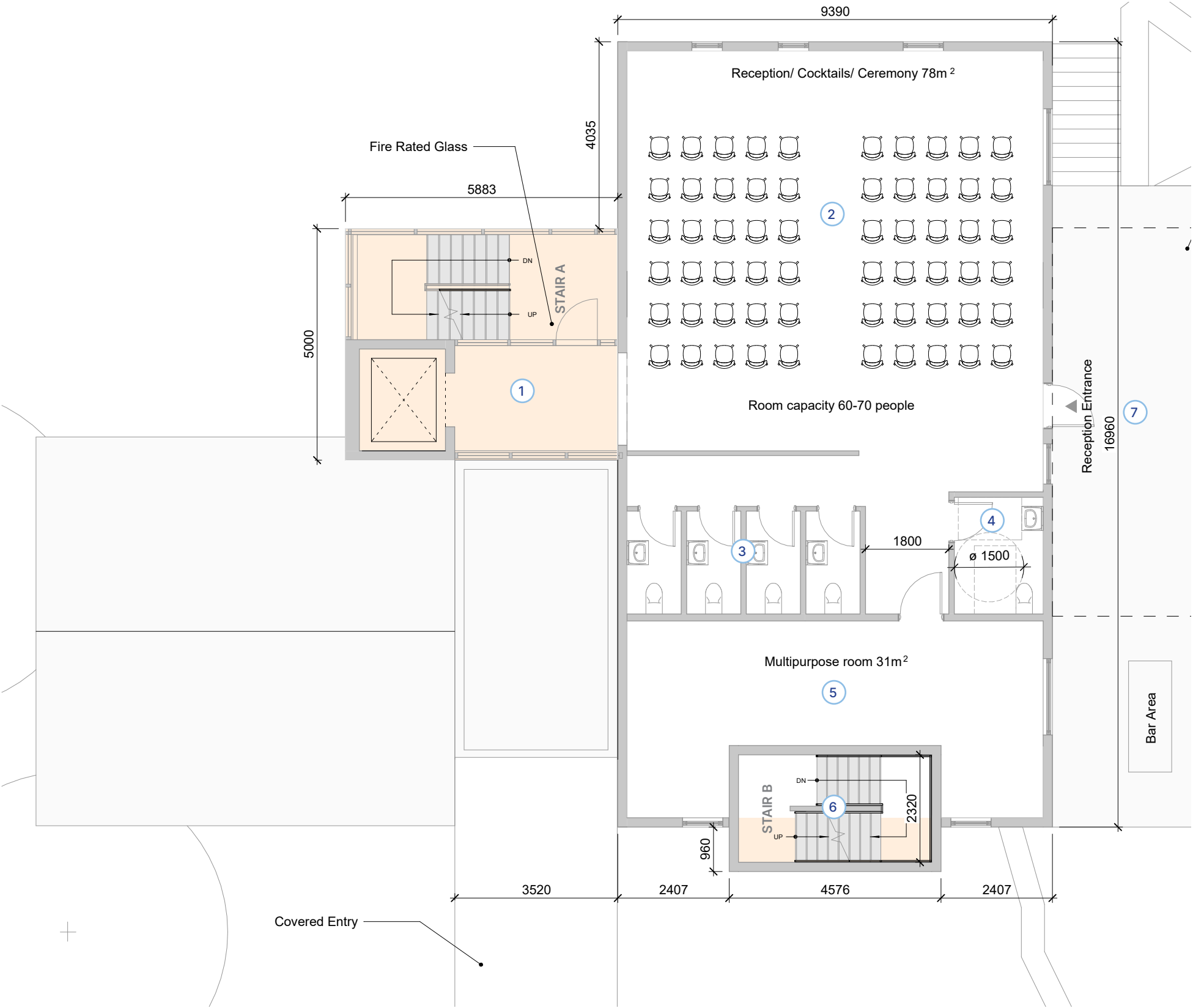
Lower Level Floor Plan

Legend



Scale: 1:100

X Note



Main Level

The main level serves as the reception and cocktail hour floor. The north portion of the level is left open to accommodate flexible programming. In addition, A multipurpose room occupying the footprint of the existing classroom, offers flexible programming potential including use as a bridal suite or summer camp facility. The reception space enjoys a strong connection to the outdoors, with guests able to flow freely between the interior and an adjacent patio. Existing windows are enlarged to enhance views toward the creek, and the floor is served by three unisex washrooms and one universal washroom.

Ref	Proposed Floor Plan Notes
1	915 sqft addition that houses elevator and stair
2	Reception/ Multipurpose hall
3	Unisex Washrooms
4	Barrier Free Washroom
5	Multipurpose Room/Bridal Suite
6	Egress stair addition
7	Outdoor Patio

	Existing GFA	Addition GFA	Rebuild on existing footprint GFA	TOTAL
LOWER LEVEL	138.59 m ² 1491.77 sqft	35.67 m ² 384.00 sqft	95.65 m ² 1029.57 sqft	269.91 m ² 2905.34 sqft
MAIN LEVEL	159.00 m ² 1711.50 sqft	35.67 m ² 384.00 sqft	N/A	194.67 m ² 2095.5 sqft
UPPER LEVEL	159.00 m ² 1711.50 sqft	35.67 m ² 384.00 sqft	N/A	194.67 m ² 2095.5 sqft
TOTAL	456.59 m ² 4914.77 sqft	107.00 m ² 1152.00 sqft	95.65 m ² 1029.57 sqft	659.25 m ² 7096.34 sqft

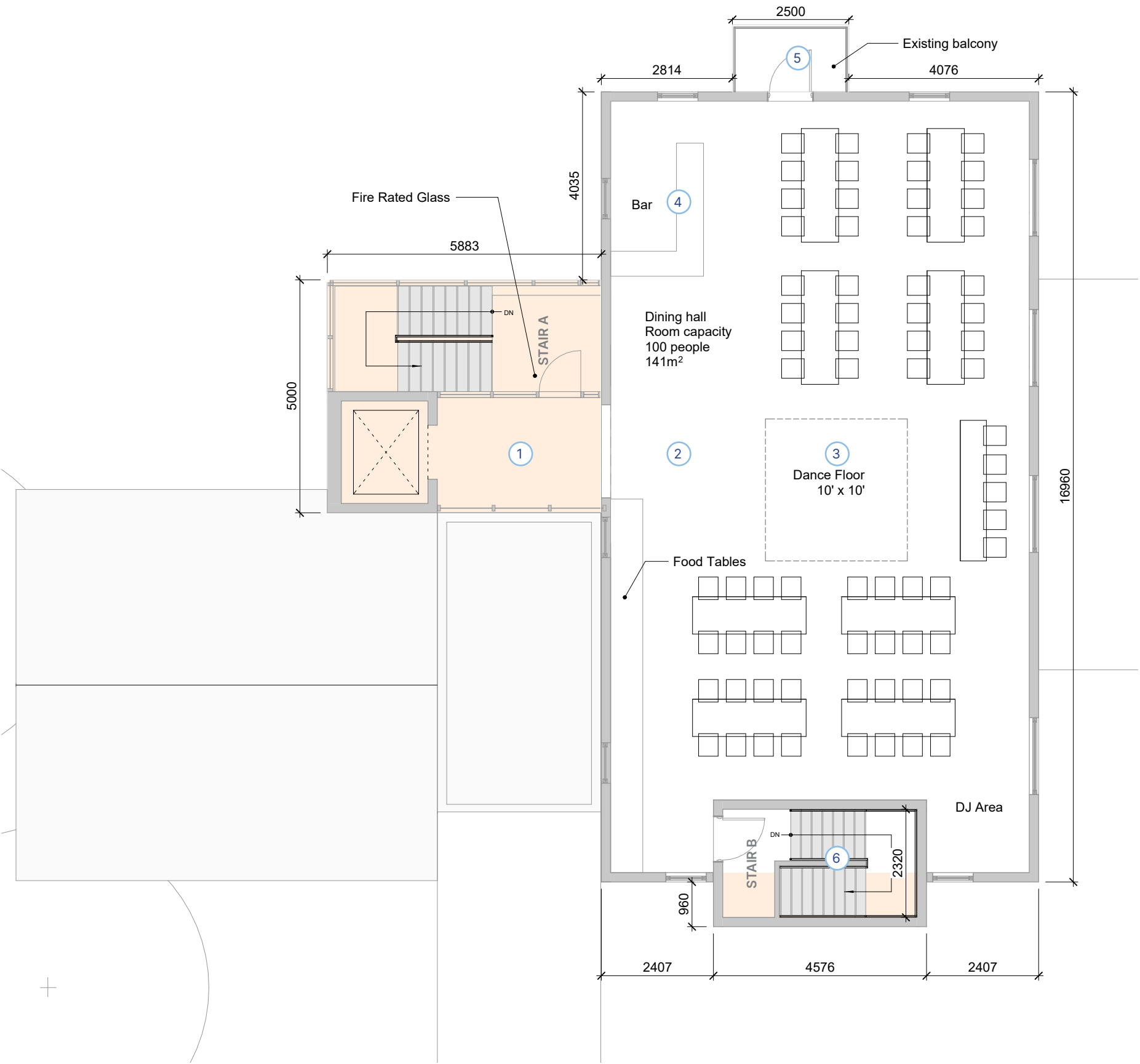
Main Level Floor Plan

Legend



Scale: 1:100

X Note



Upper Level

The upper level houses the main dining hall. The ceiling is opened to reveal the gable structure, creating a grander and more dramatic hall. Existing windows are enlarged to match the scale of the existing dining room window, maximizing views toward the creek and increasing the amount of natural light entering the space.

Ref	Proposed Floor Plan Notes
1	915 sqft addition that houses elevator and stair
2	Main Dining Hall
3	Dance Floor
4	Bar Area
5	Restored Balcony
6	Egress stair addition

	Existing GFA	Addition GFA	Rebuild on existing footprint GFA	TOTAL
LOWER LEVEL	138.59 m² 1491.77 sqft	35.67 m² 384.00 sqft	95.65 m² 1029.57 sqft	269.91 m² 2905.34 sqft
MAIN LEVEL	159.00 m² 1711.50 sqft	35.67 m² 384.00 sqft	N/A	194.67 m² 2095.5 sqft
UPPER LEVEL	159.00 m² 1711.50 sqft	35.67 m² 384.00 sqft	N/A	194.67 m² 2095.5 sqft
TOTAL	456.59 m² 4914.77 sqft	107.00 m² 1152.00 sqft	95.65 m² 1029.57 sqft	659.25 m² 7096.34 sqft

Upper Level Floor Plan

Legend

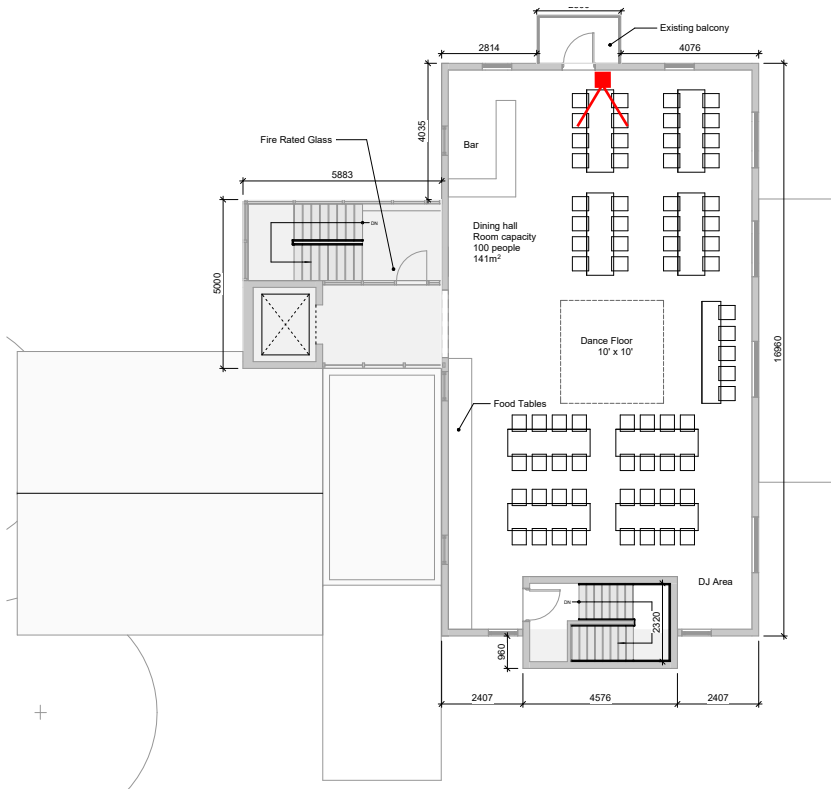


Scale: 1:100

X Note

Dining Hall

The main dining hall occupies the upper level of the venue, offering an elevated and dramatic setting for events. Enlarged windows frame expansive views of Twelve Mile Creek from the second storey, bringing the natural landscape directly into the dining experience. The ceiling is opened to expose the gable structure above, transforming the space into a grand hall that celebrates the architectural character of the original building. The new addition introduces views of the broader property that were not previously accessible from within the existing envelope. With all circulation relocated to the two exterior additions, the dining hall is freed of any internal obstructions, resulting in a fully open and flexible floor plate that can be adapted to suit a wide range of event configurations and programming needs.



5.4 BUILDING CODE REQUIREMENTS

1. Introduction

1.1. General

The following Ontario Building Code Study Summary was prepared by DPAI Architecture Inc for the Niagara Peninsula Conservation Authority for the St. John Mill House retrofit at 3054 Orchard Hill Drive, Thorold, Ontario.

1.2. Scope

This OBC Compliance Methodology report outlines the proposed methods for compliance with core fire and life safety requirements in Part 3 of the 2024 Ontario Building Code (OBC, O.Reg. 163/24) for the project.

This document is not intended to be an all-inclusive list of relevant Ontario Building Code requirements. Rather, this report focuses on critical fire and life safety concepts which have an impact on the fundamental design of the project. Items to be addressed in this report include:

- construction requirements
- requirements for fire alarm system
- fire separations / fire-resistance ratings
- requirements for sprinkler system
- exiting / egress
- barrier-free accessibility
- spatial separation

The contents of this report in no way alleviate the duties and liabilities of the building owner/operator and builders, nor the professional responsibilities of the respective design team disciplines to provide a Code compliant design. The implementation and general review of the contents in this report is the responsibility of the respective design team disciplines.

1.3. Reference Material

2024 Ontario Building Code (OBC, O.Reg. 163/24), unless otherwise identified. References to direction in this correspondence are based on Project North as indicated by the compass rose on the architectural drawings. References to floor levels in this report are based on the floor designation as identified on the floor plan drawings.

Unless otherwise noted, the edition of all referenced documents within this report corresponds to the editions identified in OBC Division B, Part 1, Table 1.3.1.2.

2. Project Description

The project consists of the conversion of the existing three (3) storey educational building into a three (3) storey assembly occupancy venue. A 1152 Sqft addition that includes two (2) exits and one (1) elevator.

3. OBC Compliance Methodology

3.1. Building Classification and Required Upgrades

The existing building is undergoing a change of major occupancy, from an educational occupancy to an assembly occupancy. As a result of this change, the existing building is required to be upgraded to meet current fire and life safety requirements.

Both the existing building and the proposed addition will be sprinklered throughout.

The existing floor assemblies and their supporting structure will be upgraded to achieve a fire-resistance rating of 1 hour.

3.2 Fire Protection Systems

The building will be fully sprinklered, with the sprinkler system designed in accordance with NFPA 13 and electrically supervised.

A fire alarm system will be provided throughout the building and monitored by an independent monitoring station.

Portable fire extinguishers will be provided throughout the building in accordance with the Ontario Fire Code.

Whether a fire pump is required has not yet been determined. This will be confirmed once hydrant flow test results are available, in coordination with the mechanical engineer and sprinkler system designer.

Incoming water supply is to be designed in accordance with the OBC. The consultant team should confirm whether the water supply is permitted to be provided from a single source via the public water system.

3.3 Fire Department Access

Fire department access to the site will be provided from Orchard Road, with the primary response point located at the building's main entrance on Level 1.

The location and capacity of the fire hydrant serving the site has not yet been confirmed. Given the rural context of the site, hydrant proximity and municipal water supply capacity will need to be investigated further in coordination with the fire department and municipality having jurisdiction. Should hydrant coverage or flow be found inadequate, an alternate water supply arrangement, such as a fire pump with static water source, storage tank, or dry hydrant, will need to be evaluated with a fire protection consultant.

A fire department connection serving the sprinkler system will be located near the building's main entrance, within the required proximity of the fire hydrant.

3.4 Fire-Rated Separations

The following minimum fire-resistance ratings apply to the building:

- Floor assemblies: 1 hour
- Exit stairwells: 2 hours
- Elevator shaft: 1.5 hours

These separations are required to contain the spread of fire and smoke and to protect the means of egress.

3.5 Exiting

Two exit stairs are required to serve the upper floors, each enclosed within its own fire-rated stairwell, providing occupants with two independent, protected paths of egress.

The capacity of the proposed exits has been reviewed against the anticipated occupant load for each floor. Exit signage, emergency lighting, and panic hardware will be provided at all exits.

3.6 Barrier-Free Accessibility

Barrier-free accessibility will be provided throughout the entrance storey and all normally occupied floor areas.

An elevator is required to provide barrier-free access to all floors of the building.

A universal washroom is required within the building.

3.7 Washroom Requirements

Based on an occupant load of approximately 150 persons for the event spaces, a minimum of 2 male and 3 female water closets is required. The proposed design provides 6 gender-neutral stalls, each with an individual sink, satisfying this requirement.

One of these stalls is required to be barrier-free.

A universal washroom is required within the building, located on Level 1. For the office/kitchen area, based on an occupant load of 9 persons, a single unisex washroom with one water closet is permitted, satisfying the requirement for one male and one female fixture; the universal washroom is counted toward this staff/ kitchen requirement, while also remaining available for use by event guests.

3.8 Spatial Separation

The existing building and proposed addition are located significantly far from the property lines, and a spatial separation study will not be required.

6.0 COST ESTIMATE

6.1 CLASS D COST ESTIMATE SUMMARY

DPAI prepared an **Order of Magnitude (Class D)** cost estimate for the proposed scope in this report. The estimate is based on the architectural concept design information and project parameters defined at this stage of the feasibility study, and reflects a high-level understanding of the proposed building program, demolition scope, renovation scope, and introduction of two new exterior additions.

Given the limited detail available at this stage of design, the estimate carries an expected accuracy range of approximately ±25%, meaning the total project cost could reasonably range between approximately \$5.9M and \$9.9M, with a base estimate of \$7,936,771. It is recommended that the estimate be revisited and refined at each subsequent design milestone to capture evolving scope, structural and mechanical requirements, and site-specific conditions particular to the heritage nature of the property.

Taxes

Provincial Sales Tax (PST) is included where applicable in the unit rates. However, the Harmonized Sales Tax (HST) and/or the Goods and Services Tax (GST) have been excluded.

Project Schedule and Escalation

To identify and qualify the escalation allowance for this project, DPAI has assumed a construction start of May 2028 and a construction duration of 18 months. Based on the mid-point of construction approach, the escalation for this project has been calculated to be 10.33%. If there is slippage in the schedule, further escalation based on the projected escalation rate per annum should be included in the estimate.

Pricing

This estimate has been priced at July 2026 rates assuming a normal market. The unit rates utilized are considered appropriate for a project of this type, bid under a stipulated lump-sum form of tender in an open market, with a minimum of five (5) bids, supported by enough sub-contractors to ensure competitiveness.

The estimate allows for labour, material, equipment, and other input costs at current rates and levels of productivity. It does not consider extraordinary market conditions, where bidders may be few and may include in their tenders’ disproportionate contingencies and profit margins.

Contingencies

Design and Pricing Contingency: A design contingency of Twenty-Five Percent (25%) has been included in the estimate to cover modifications to the program, drawings, and specifications during the design process.

Escalation Contingency: An annual escalation contingency of 4% has been included to reflect anticipated cost increases to the time of construction start. This rate has been applied cumulatively on the construction and design contingency subtotal.

Construction Contingency: An allowance of Ten Percent (10%) has been included in the estimate to cover changes occurring during the construction period of the project. This amount may be expended due to site conditions or modifications to the drawings and specifications.

Cost Item	Area (sm)	Area (sf)	(\$/sf)	(\$)	Notes
Elevator Addition	107.00	1,152	\$1,000	\$1,151,748	
Office reconstruction	95.65	1,030	\$400	\$411,831	
Existing Building Renovation	456.59	4,915	\$500	\$2,457,367	
Stair addition	6.00	65	\$500	\$32,292	
Subtotal: Building Construction	\$665	\$7,161	\$504	\$4,053,238	Sum of renovation and addition construction, before any contingency is applied.
+ Design and Pricing Contingency (25%)				\$1,013,310	25% of the pre-contingency construction + site subtotal. Buffer to reflect uncertainty in the current estimate; actual construction + site costs could reasonably range ±25% from base figure.
+ Escalation Contingency (10.33%, precise rate = 31mo/12 × 4%)				\$523,543	See Note 2. Applied cumulatively (on construction + design contingency). Reflects anticipated cost escalation to construction start.
+ Construction Contingency (10%)				\$559,009	10% applied cumulatively to rows above (construction + design contingency+escalation). Reserve for unforeseen conditions, value engineering, and post-contract change orders.
Subtotal: Building Construction + Contingencies			\$765	\$6,149,100	Total before allowances and soft costs, all contingencies applied.
+ Soft costs (no contingency applied)			\$110	\$787,671	See Note 1
+ Site work (allowance - includes contingencies)				\$1,000,000	Allowance for site work (landscaping, site servicing, electrical)
TOTAL PROJECT COST			\$1,014	\$7,936,771	Full lifecycle cost to construction completion including soft costs and contingencies.

Note 1: Soft Costs

Soft costs are a flat allowance covering:

- Project Management
- Architect
- Engineers
- Building Permits
- Legal
- Commissioning

Note 2: Escalation

- 4.0% annual escalation rate
- July 2026 base date (pricing date)
- May 2028 construction start
- 18 Month assumed construction duration
- 31-month escalation period (from base date to mid point of the build)

Basis & Assumptions

The construction estimate is based on the following list of assumptions:

1. No after-hours work or phasing requirements are assumed.
2. The base estimate assumes the existing building structure, floor plates, and foundations will remain, with the exception of elements identified within the demolition scope.
3. The existing foundation does not show signs of distress and will remain, requiring only minor local repairs.
4. An allowance for site work has been included covering landscaping, site servicing, and electrical.

Exclusions

The construction estimate includes all direct and indirect construction costs derived from the drawings and other information provided by the design team, except for the following:

1. Land costs
2. Professional fees and disbursements
3. Planning, administrative, and financing costs
4. Legal fees and agreement costs / conditions
5. Building permits and development cost charges
6. Temporary facilities for user groups during construction
7. Loose furnishings and equipment
8. Unforeseen ground conditions and associated extras
9. Environmental remediation outside the building footprint
10. Servicing outside the project site boundary
11. Off-site works
12. Phasing of works and accelerated schedule
13. Decanting and moving
14. Cost escalation past assumed construction start

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Thank you

Report To: Board of Directors

Subject: Composting Eco-toilets

Report No: FA- 23-26

Date: September 25, 2026

Recommendation:

THAT Report FA-23-26 regarding Composting Eco-toilets within NPCA Conservation Areas **BE RECEIVED** for information;

AND THAT the findings of the eco-toilet review be endorsed as a potential washroom solution for conservation areas where traditional water and wastewater servicing is unavailable, impractical, or cost prohibitive;

AND THAT staff be directed to incorporate eco-toilet facilities as a consideration in future conservation area planning, capital projects, park development initiatives, and infrastructure replacement programs where feasible and appropriate.

Purpose:

The purpose of this report is to present the findings of staff's investigation into the feasibility of installing eco-toilet facilities within Niagara Peninsula Conservation Authority (NPCA) conservation areas, in response to a Board approved motion regarding the consideration of an eco-toilet at Binbrook Conservation Area. The report evaluates the operational requirements, potential benefits, costs, and suitability of eco-toilet technology within NPCA conservation areas and provides recommendations regarding future implementation.

Background:

The Niagara Peninsula Conservation Authority (NPCA) owns and operates 43 conservation areas across the Niagara watershed, providing a diverse range of active and passive outdoor recreation opportunities. These sites range from active parks offering beaches, campgrounds, event facilities, picnic areas, and recreational amenities, to

passive conservation areas focused on environmental protection, nature appreciation, and trail-based recreation.

To support visitors, washroom facilities are provided throughout NPCA's conservation areas in a variety of forms based on visitation levels, available infrastructure, and operational requirements. At larger, active conservation areas, visitors have access to traditional washroom facilities connected to on-site water and wastewater systems. In many of NPCA's passive conservation areas, where servicing infrastructure is unavailable or cost prohibitive, washroom access is provided through a combination of vault toilets and rented portable washrooms.

At the April 24, 2026 NPCA Board meeting the Board of Directors passed Resolution FA-45-26:

WHEREAS Binbrook Conservation Area Beach is located on land owned and operated by the Niagara Peninsula Conservation Authority (NPCA);

AND WHEREAS there are picnic areas in the park that are regularly used but are a significant walking distance from accessible washroom facilities;

AND WHEREAS NPCA is committed to sustainable environmental practices;

AND WHEREAS Eco-toilets provide an innovative, sustainable, obstacle-free, accessible self-sufficient, odor-free, comfortable, hygienic experience for users;

AND WHEREAS there are Ward 11 specific reserve funds available that could be utilized to help defer costs;

THEREFORE BE IT RESOLVED THAT NPCA Staff explore the feasibility, and operational requirements for installing an eco-toilet or other similar outdoor toilet at the Binbrook Conservation site through contact with various vendors;

AND THAT NPCA Staff explore the performance history and functional reliability of eco-toilets used outdoors in other jurisdictions and Conservation Areas;

AND FURTHER THAT staff report back to the NPCA Board of Directors with the findings of their investigations on an eco-toilet concerning initial set up and on-going maintenance costs by September 2026.

Discussion:

Eco-toilet Technology Overview:

Staff investigated emerging eco-toilet technologies designed for outdoor recreational settings where traditional water and wastewater infrastructure may be unavailable, impractical, or cost prohibitive. One product reviewed was the Nixiloo Eco-toilet, a self-contained washroom facility intended for use in parks, beaches, conservation areas, trail networks, and other public outdoor spaces. Unlike conventional washroom facilities, eco-toilets operate independently of municipal water, sanitary sewer, hydro, and chemical treatment systems.

The technology utilizes a gravity-based separation process that separates liquid and solid waste while a solar powered ventilation system promotes evaporation and drying. This process is designed to reduce odours, minimize maintenance requirements, and provide an improved user experience when compared to traditional vault toilets and portable washrooms. Eco-toilets are also designed to meet accessibility requirements and can be installed in locations where extending traditional servicing infrastructure would be financially prohibitive or environmentally undesirable.

Operational Considerations:

From an operational perspective, eco-toilets function as self-contained facilities that eliminate the need for potable water, sanitary sewer connections, and electrical servicing. Manufacturer information indicates that waste storage systems are designed for periodic servicing, with solids removed either manually or by vacuum truck depending on site conditions and operational requirements. The units utilize solar powered ventilation and lighting systems to support daily operation.

Although eco-toilets reduce infrastructure requirements, they still require routine cleaning, inspections, waste removal, and seasonal maintenance consistent with other washroom facilities operated by the NPCA. Long-term considerations such as vandalism resistance, lifecycle costs and servicing logistics would also need to be evaluated as part of any future installation.

Benefits of Eco-toilet Technology:

Eco-toilet technology offers several benefits that align with the NPCA's operational and environmental objectives. Permanent washroom facilities can be provided in locations currently serviced by portable toilets or vault toilets, improving accessibility and overall visitor experience at high use recreation areas.

The technology supports NPCA's commitment to environmental sustainability. By operating without potable water, sanitary sewer infrastructure, hydro servicing, or chemical treatment products, eco-toilets reduce resource consumption and minimize the environmental footprint normally associated with traditional washroom facilities. Solar powered ventilation and self-contained waste management systems further support sustainable park operations while reducing the infrastructure requirements necessary to provide visitor amenities.

Eco-toilets may also serve as a practical long-term infrastructure solution in locations where the extension of municipal services or construction of conventional washroom facilities is not feasible due to servicing limitations, environmental constraints, or capital costs. Their self-contained design provides greater flexibility when planning amenities within remote or environmentally sensitive conservation lands.

Suitability Within NPCA Conservation Areas:

While the Board's motion specifically directed staff to investigate the feasibility of an eco-toilet at Binbrook Conservation Area, the review identified greater opportunities for implementation at conservation areas currently serviced by vault toilets and rented portable washrooms.

Since 2023, Binbrook Conservation Area has benefited from significant investments in water and wastewater infrastructure, including the construction of a new septic and water servicing system and the completion of a new accessible washroom facility in 2026. Given these recent investments, the operational and financial benefits associated with replacing or supplementing existing washroom facilities at Binbrook with an eco-toilet are limited.

Staff have determined that eco-toilet technology would be better suited for conservation areas where traditional servicing infrastructure is unavailable and where aging washroom facilities are anticipated to require replacement in the coming years. Locations such as Morgan's Point Conservation Area and Beamer Memorial Conservation Area currently utilize vault toilet infrastructure and may present future opportunities to evaluate eco-toilet technology as part of planned washroom replacement or infrastructure renewal projects. NPCA conservation areas such as Rockway, Jordan Harbour, and Wainfleet Wetlands rely on portable washrooms and should be annually evaluated to compare annual operating costs against a more permanent solution such as an eco-toilet.

Based on the findings of this review, staff believe eco-toilets should be considered as an additional infrastructure option within NPCA's conservation areas and evaluated through future capital planning and asset replacement initiatives where they can provide the greatest operational, environmental, and visitor service benefits following NPCA's procurement policies.

Financial Implications:

Staff reviewed available pricing information as part of the investigation. The Nixiloo accessible eco-toilet model has a starting supply cost of approximately \$80,500 CAD for the unit alone. This cost does not include shipping, site preparation, foundation works, installation, landscaping, permitting, or other project-related expenses that would be required to commission a fully operational facility.

While initial capital costs may be higher than portable toilet installations or traditional vault toilets, eco-toilets may offer lifecycle benefits through reduced infrastructure requirements and the elimination of water and wastewater servicing connections. Future project proposals would require site-specific evaluation and detailed costing to determine overall value and return on investment when compared to alternative washroom solutions.

Links to Policy/Strategic Plan:

Goal 3.1 – Improve services and visitor experiences at NPCA properties.

Goal 6.3 – Improve asset management and close the state of good repair

Authored by:

Original signed by:

Adam Christie
Director, Conservation Areas

Reviewed and submitted by:

Original signed by:

Leilani Lee-Yates, BES, MSPL.RPD., MCIP, RPP
Chief Administrative Officer/Secretary-Treasurer

Report To: Board of Directors

Subject: Delegation of the Responsibilities under the *Municipal Freedom of Information and Protection of Privacy Act*

Report No: FA-21-26

Date: September 25, 2026

Recommendation:

THAT Report No. FA-21-26 RE: Delegation of the Responsibilities under the *Municipal Freedom of Information and Protection of Privacy Act* **BE RECEIVED;**

AND THAT the responsibilities of the Head under the *Municipal Freedom of Information and Protection of Privacy Act* be delegated to the Director, Planning & Development, who shall serve as the interim Freedom of Information (FOI) Coordinator;

AND FURTHER THAT the FOI Coordinator complete an annual statistical report to be provided to the Board for information, and report to the Governance Committee on FOI and privacy matters as deemed necessary or appropriate.

Purpose:

The purpose of this report is to delegate the responsibilities of an FOI Coordinator for the Niagara Peninsula Conservation Authority as outlined in the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) in accordance with Section 2.6 of the Administrative By-Law.

Background:

At the February 16, 2024, meeting, the Governance Committee assigned the responsibilities of the Head under MFIPPA to the Manager, Office of the CAO and Board, as recommended in Report No. GC-01-24. The Manager, Office of the CAO and Board position has recently become vacant, and there is a need to delegate responsibility to another member of the Senior Leadership Team to meet legislative responsibilities.

Discussion:

Per the Administrative By-Law, a staff person will be appointed as the (FOI) Coordinator for the purpose of receiving, reviewing, and responding to (FOI) requests in compliance with MFIPPA.

With the recent vacancy in the role typically responsible for the duties outlined under MFIPPA, it is recommended that responsibilities be delegated to the Director, Planning & Development. The majority of FOI requests received by NPCA over the past two years have been related to Planning and Development files and various staff are involved as subject matter experts to produce responsive records when requests are submitted.

To ensure timely submission of the annual statistical report to the Integrity and Privacy Commissioner, staff recommends the responsibilities of the Head be delegated as outlined in this report.

Financial Implications:

There are no financial implications related to the recommendations outlined above.

Links to Policy/Strategic Plan:

Recommendations included in this report support the strategic pillar *Organizational Excellence* by promoting accountability and equitable access to information. Designating an FOI Coordinator for the Authority ensures that improved access to, and the protection of, corporate information are high priorities while providing clarity to the watershed community.

Related Reports and Appendices:

Report No. GC-01-24 RE: Delegations of the Responsibilities under MFIPPA

Authored and submitted by:

Original signed by:

Leilani Lee-Yates, BES, MSPL, RPD, MCIP, RPP
Chief Administrative Officer/Secretary-Treasurer

Report To: Board of Directors

Subject: Lease Agreement with Fort Erie Conservation Club

Report No: FA-24-26

Date: September 25, 2026

Recommendation:

WHEREAS since 1983, the Fort Erie Conservation Club has owned and operated a building located within the Stevensville Conservation Area that is used for special events, community activities, and educational programming;

WHEREAS the lease agreement between the Fort Erie Conservation Club and the Niagara Peninsula Conservation Authority (NPCA) expired in 2018, and a new agreement is required that reflects the current partnership, clearly defines roles and responsibilities, and supports the interests in the operation, maintenance, and conservation of the property;

WHEREAS conservation authorities are temporarily prohibited from providing a service where the duration of the provision of service exceeds two years in length, unless authorization is obtained from the Chief Executive Officer of the Ontario Provincial Conservation Agency (OPCA);

WHEREAS a resolution of the authority supporting the proposed decision must be submitted to OPCA for consideration of such requests;

THAT Report No. FA-24-26 RE: Lease Agreement with Fort Erie Conservation Club **BE RECEIVED**;

AND THAT staff be **DIRECTED** to seek authorization from OPCA as per the Minister's Direction regarding temporary restrictions provided on May 1, 2026;

AND THAT staff **BE AUTHORIZED** to enter into a 5-year Lease Agreement between the Niagara Peninsula Conservation Authority and the Fort Erie Conservation Club;

AND FURTHER THAT staff **EXECUTE** necessary documents upon authorization, if received.

Purpose:

To seek Board direction on submitting an authorization request to the Ontario Provincial Conservation Agency (OPCA) regarding a 5-year Lease Agreement with the Fort Erie Conservation Club for its continued occupancy, its responsibilities for the maintenance of Stevensville Conservation Area, and the Niagara Peninsula Conservation Authority's (NPCA's) use of the Fort Erie Conservation Club building for educational and conservation programming.

Background:

Amendments to the *Conservation Authorities Act* in April 2026 include the addition of Section 1.14, providing the Minister of the Environment, Conservation and Parks (MECP) the authority to issue a Direction to a conservation authority in relation to various matters facilitating the transition to a regional conservation authority framework. Section 1.14 further provides that an authority that receives such a direction shall comply with the direction within the time specified.

The types of directions that can be issued by the Minister are set out in clauses 1.14 (1) (a) to (d), as follows:

- (a) prohibiting the authority from making a decision in relation to its exercise of any of its powers under this Act or any other Act in the circumstances specified in the direction and subject to any specified conditions;
- (b) requiring the authority to give notice, in accordance with the direction, of a decision that it has made;
- (c) requiring the authority to send notices under subsection 25 (2), 27 (3) or 27.2 (3) by the date specified in the direction;
- (d) governing budgetary and apportionment matters relating to the authority that are otherwise addressed in a regulation made under clause 40 (1) (c), (e) or (f) or clause 40 (3) (k).

Effective May 1, 2026, the MECP issued a Minister's Direction regarding temporary restrictions on significant financial, asset, or employment decisions to mitigate risk and ensure a stable transition to the new regional conservation authority structure, pursuant to the revised *Conservation Authorities Act*. For the decisions specified in this Direction, conservation authorities are required to seek authorization from the Chief Executive Officer of the Ontario Provincial Conservation Agency (OPCA) before the authority can make the decision.

In accordance with the Minister's Direction, authorization from OPCA is required when a conservation authority is:

- vi. Providing a service to a person or body where:
 - a. the duration of the provision of the service exceeds two years in length,
 - or

- b. the total amount to be charged for the service exceeds the lesser of \$500,000 and 5% of the authority's revenues, as reported in the authority's most recent audited financial statement.

This does not include a decision to renew or extend an agreement for a service that the authority was providing to the person or body prior to the Effective Date.

In order to proceed with a decision, the authority must request written authorization from the OPCA CEO and include the following information:

- i. A description of the decision that the authority is seeking authorization to make, including details of the proposed decision and why the proposed decision is a decision that is subject to paragraph 1 of the Direction.
- ii. A resolution of the authority supporting the proposed decision.
- iii. An explanation for why authorization should be granted, including any risks associated with deferring the proposed decision until after the transition date.
- iv. Any information about relevant dates for the proposed decision, including any considerations around urgency or the time-sensitive nature of the proposed decision.

Discussion:

The Niagara Peninsula Conservation Authority owns and manages Stevensville Conservation Area, located at 2555 Ott Road in the Town of Fort Erie. The property is operated as a passive recreation conservation area and features forested lands and the meandering Black Creek, a fishing pond, an open picnic area, and a network of marked trails. The site supports public access to nature and provides opportunities for hiking, catch-and-release fishing, and birdwatching.

The Fort Erie Conservation Club is a volunteer-based, non-profit organization established in 1983 to promote the conservation and responsible stewardship of natural resources. The Club supports local conservation initiatives through volunteer participation and community activities, including an annual children's fishing derby, nature-focused events, and the Fort Erie Conservation Club Fall Fair. Since 1983, the Club has owned and operated a building located within Stevensville Conservation Area that is used for special events, community activities, and educational programming. The Club has also historically provided operational support to the NPCA by opening and closing the conservation area access gate and undertaking maintenance of the conservation area grounds. This support has been particularly valuable due to the location of Stevensville Conservation Area and the travel time required for NPCA staff to access the property.

Since the previous agreement expired in 2018, the operational needs of Stevensville Conservation Area and the nature of the partnership between the Fort Erie Conservation Club and the NPCA have evolved. Both parties are eager to establish a new agreement that reflects the current partnership, clearly defines their respective roles and responsibilities, and supports their shared interests in the operation, maintenance, and conservation of the

property. The proposed agreement has also been reviewed by an external legal firm retained by the NPCA to ensure the terms are appropriate and the interests of the Authority are protected. The parties are seeking a 5-year lease agreement to ensure that the roles and responsibilities are clearly identified as the NPCA transitions into the Western Lake Ontario Regional Conservation Authority (WLORCA). Without a new agreement in place, there will be risks to ongoing operational efficiencies and delivery of safe public access to the Stevensville Conservation Area, and reputational risks to the parties should partners and members of the community be unclear of the mutually beneficial partnership.

Leased Premises and Building

The new agreement outlines that the Fort Erie Conservation Club will lease approximately 4.84 acres within Stevensville Conservation Area, including the Club owned building and the surrounding grounds outlined in Appendix B of the Agreement. The Club will be responsible for all day-to-day operating costs and all capital and non-capital expenditures associated with the leased premises. This includes utilities, cleaning, maintenance, repairs, and replacement of the building's structural components, systems, fixtures, and other improvements. The Club will also be responsible for maintaining the surrounding leased grounds in a safe, clean, and orderly condition. These responsibilities are separate from the Club's maintenance obligations for the broader public areas of Stevensville Conservation Area

Property Maintenance

Under the proposed agreement, the Fort Erie Conservation Club will continue to be responsible for the year-round maintenance of Stevensville Conservation Area. The Club's obligations include regular litter and debris removal, grass cutting, landscaping, grounds maintenance, snow and ice control, and keeping public areas in a clean, safe, and orderly condition. The Club will supply the labour, materials, equipment, and services required to complete this work, with maintenance being undertaken at least weekly throughout the year and adjusted as necessary based on seasonal and weather conditions. NPCA will remain responsible for capital projects, major infrastructure improvements, and other significant initiatives within Stevensville Conservation Area outside the leased area.

NPCA Use of the Leased Premises and Building

A new component of the agreement provides the NPCA with access to the leased premises and the Fort Erie Conservation Club building for educational and conservation programming. The NPCA will provide reasonable advance notice and coordinate scheduling with the Club to ensure its use does not materially interfere with the Club's operations. This arrangement will provide the NPCA with a suitable location to expand the delivery of educational and conservation programming at Stevensville Conservation Area and within the Fort Erie community.

Overall, the proposed agreement provides a clear framework for the ongoing relationship between the NPCA and the Fort Erie Conservation Club. It establishes defined

responsibilities for the maintenance and operation of Stevensville Conservation Area, confirms the Club's responsibility for its leased premises and building, and introduces opportunities for expanded NPCA educational and conservation programming. The agreement supports the continued stewardship of the property, provides clarity and accountability for both parties, and reflects the longstanding collaborative relationship between the NPCA and the Fort Erie Conservation Club.

Financial Implications:

The proposed agreement has a five-year term. Under the agreement, the NPCA will pay the Fort Erie Conservation Club \$13,000 annually for access to and use of the Club building for educational and conservation programming. The NPCA will also pay the Club \$900 per month, plus HST, for the year-round maintenance of Stevensville Conservation Area. The monthly maintenance fee remains consistent with the amount historically paid by the NPCA to the Club over the past 10 years. Together, these payments represent an annual operating expense of \$23,800, plus applicable HST. The annual expense will be included within the NPCA's operating budget.

The agreement is expected to provide financial efficiencies by leveraging the Club's established presence at Stevensville Conservation Area to undertake routine maintenance activities, eliminating the need for additional NPCA staff time, travel, equipment, and resources to deliver the same level of service. In addition, access to the Club building provides the NPCA with a location to expand educational and conservation programming, creating opportunities to increase self-generated program revenue.

Links to Policy/Strategic Plan:

Goal 3.1: Improve services and visitor experience at NPCA properties

Goal 4.2: Foster relationships with the community, non-government organizations, businesses, agriculture, industry, and academic institutions for collective outcomes and impact.

Related Reports and Appendices:

Appendix 1: Fort Erie Conservation Club Lease Agreement

Authored by:

Original Signed by:

Adam Christie
Director, Conservation Areas

Submitted by:

Original Signed by:

Leilani Lee-Yates, BES, MSPL.RPD, MCIP, RPP
Chief Administrative Officer/Secretary-Treasurer

LEASE AGREEMENT

THIS LEASE made as of the ____ day of _____, 2026.

BETWEEN

NIAGARA PENINSULA CONSERVATION AUTHORITY
(hereinafter called the "**Landlord**")

- and -

THE FORT ERIE CONSERVATION CLUB
(hereinafter called the "**Tenant**")

WHEREAS the Landlord is an Ontario Conservation Authority and is the owner of the Conservation Area (defined below);

AND WHEREAS the Tenant is a non-profit organization which promotes the conservation of the natural environment and provides events and programming to the community;

AND WHEREAS pursuant to certain leases and related agreements entered into between the Landlord and the Tenant from time to time (collectively, the "**Original Lease Agreements**"), the Tenant leased from the Landlord the Leased Premises (defined below) and the Tenant has carried out maintenance and repairs to the grounds and improvements at the Conservation Area;

AND WHEREAS the Original Lease Agreements have expired and the Landlord and the Tenant have agreed to enter into a new lease agreement;

NOW THEREFORE in consideration of the payments, covenants, terms, warranties, conditions and provisos contained in this Lease, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions**

In this Lease, in addition to terms defined elsewhere in this Lease, the following terms have the following meanings:

- (a) "**Conservation Area**" means the Stevensville Conservation Area that is owned by the Landlord, is municipally known as 2555 Ott Road, Stevensville, Ontario, L0S 1S0, and is further described in Schedule A.
- (b) "**Lease**" means this lease, including all Schedules, as it may be amended, supplemented or restated by written agreement between the Landlord and the Tenant, in writing from time to time.
- (c) "**Leased Premises**" means the portion of the Conservation Area that is described and outlined in the sketch attached hereto as Schedule "B" and includes the Tenant Building that is situated within the lands that form the Leased Premises and includes any other buildings, structures, fixtures, erections and/or improvements situated from time to time within the lands that form the Leased Premises.

- (d) **"Maintenance Work"** means the repair, maintenance, cleaning, and other services and work to be carried out by the Tenant at the Conservation Area, as further described in Schedule "C".
- (e) **"Public Conservation Area Grounds"** means the entirety of the Conservation Area, but excluding the portion of the Conservation Area that is the Leased Premises.
- (f) **"Tenant Building"** means the Tenant's building that was constructed by the Tenant and is situated within the lands comprising the Leased Premises as identified on Schedule "B".

2. **Grant of Lease**

The Landlord leases the Leased Premises to the Tenant:

- (a) for the Term set forth in Section 3;
- (b) at the Rent set forth in Section 4; and
- (c) subject to the conditions and in accordance with the covenants, obligations and agreements in this Lease.

3. **Term**

- (a) The Tenant shall have possession of the Leased Premises for a term of five (5) years commencing on October 1, 2026 and expiring on September 30, 2031 (the **"Term"**), unless terminated early in accordance with the terms of this Lease.
- (b) Subject to the Landlord's rights under this Lease, and as long as the Lease is in good standing the Landlord covenants that the Tenant shall have quiet enjoyment of the Leased Premises during the Term of this Lease without any unreasonable interruption or disturbance from the Landlord.

4. **Rent**

- (a) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section.
- (b) The Tenant shall pay to the Landlord rent (the **"Rent"**), without deduction, abatement or set-off, of ONE DOLLAR (\$1.00) plus Harmonized Sales Tax (**"HST"**) or any other applicable tax. Rent is payable fully in advance for the entire Term. The Rent is intended to be fully net rent. All operating costs including, cleaning, repairs and replacements (including structural and capital repairs and replacements), maintenance, utilities, garbage, waste collection and disposal, security system costs, and interior decor and finishing, are all the responsibility of the Tenant.

5. **Maintenance Work by Tenant**

- (a) The Tenant covenants and agrees that it shall perform the Maintenance Work during the Term.
- (b) In consideration of the Tenant performing the Maintenance Work, the Landlord will pay to the Tenant a fee of \$900 per month plus HST.

6. **Landlord Responsibilities**

The Landlord covenants and agrees that it shall be responsible for the following:

- (a) The Landlord shall be responsible to pay the Tenant the Maintenance Fee.

7. **Approved Use and Purpose**

- (a) The Tenant covenants and agrees that it shall use the Leased Premises during the Term of the Lease for the purposes of Fort Erie Conservation Club meetings, events and programs and for no other purpose whatsoever.
- (b) The Tenant will not hold events or programming on any portion of the Public Conservation Area Grounds without the prior written consent of the Landlord.
- (c) The use of the Leased Premises and any activities thereon shall be in compliance with all statutes, laws, by-laws, regulations, ordinances, notices, rulings and orders of the federal, provincial or municipal government., and all court orders, judgments and declarations of a court of competent jurisdiction.
- (d) The Tenant shall not do anything or permit anything to be done which may constitute a nuisance, cause damage or loss or endanger the Leased Premises, other areas fo the Conservation Area, adjoining properties or any person.
- (e) The Tenant shall not use the Leased Premises nor allow or permit the Leased Premises to be used for residential purposes.
- (f) The Tenant shall not cause, suffer or permit the Leased Premises or any part thereof to be used at any time during the Term for any of the following businesses or activities:
 - (i) any deceptive, misleading or fraudulent advertising or selling procedures or practices or any unethical or dishonest procedures or practices;
 - (ii) any type of business or business practice which would, in the opinion of the Landlord, tend to lower the character or image of the Landlord or the Conservation Area or any portion thereof;
 - (iii) any business or activity not in compliance with all statutes, laws, by-laws, regulations, ordinances, notices, rulings and orders of the federal, provincial or municipal government, and all court orders, judgments and declarations of a court of competent jurisdiction.

If, in the opinion of the Landlord, the Tenant is in breach of any of the provisions of this Section 7(f), the Tenant shall immediately discontinue such use upon the Landlord's written request, failing which, the Landlord shall have the right to terminate this Lease forthwith or exercise any other remedies available to it under this Lease or at law, without further notice.

8. **Entry by Landlord**

- (a) The tenant grants to the Landlord the non-exclusive right to use the Tenant Building for educational and conservation programming. The Landlord shall provide reasonable prior

written notice and coordinate scheduling with the tenant. In consideration of this use right, the Landlord shall pay the tenant \$12,000 annually. The parties shall cooperate to ensure the Landlords use does not materially interfere with the Tenant's operations.

- (b) The Landlord shall have reasonable access to the Property at all times. The Landlord shall not enter the Tenant Building except with the Tenants' consent or in the event of a major emergency requiring immediate action to protect public safety or protect significant property damage.

9. **Representations and Warranties of Authority of Tenant**

The Tenant represents and warrants as follows:

- (a) The Tenant is not prohibited or restricted from entering into any of the obligations assumed, liabilities imposed, or restrictions accepted by the Tenant under this Lease by any agreement, documents, constitution, legislation, statute, act, regulation, order or otherwise.
- (b) To the best of the Tenant's information and belief and after making diligent inquiries, the Tenant is not aware of any material facts or circumstances having a bearing upon its ability to perform or comply with its obligations under this Lease.

10. **Capital and Non-Capital Expenditures**

The Tenant shall be solely responsible for all expenditures related to the Leased Premises, including the Tenant Building and any other buildings, structures or improvements thereon, of a capital and non-capital nature required to keep and maintain the Leased Premises, including the Tenant Building and any other buildings, structures or improvements thereon, in a good and safe condition and in good repair as would a careful and prudent owner. The Tenant will maintain, repair and replace, or cause to be maintained, repaired and replaced, the structural elements of the Tenant Building, and any other building structures or improvements situated within the Leased Premises, including without limitation the foundations, exterior weather walls, subfloors, roof, bearing walls and structural columns, joists and beams.

11. **Good Repair, Safety and Environmental Measures - Responsibilities and Obligations of the Tenant**

Without limiting or restricting in any way any other responsibilities and obligations of the Tenant in this Lease, the Tenant shall, at its own cost:

- (a) ensure that all health and safety requirements are met;
- (b) be responsible for the security of the Leased Premises and ensure that the Leased Premises are secured and safeguarded at all times;
- (c) ensure, at its own cost and expense, that the Leased Premises are maintained in a condition of good repair which includes the obligation to make repairs of a capital and non-capital nature, and that the Leased Premises will be maintained in a safe, clean and tidy condition, and free from hazards;
- (d) be responsible for operating, maintaining, repairing and replacing the heating, ventilating and air-conditioning systems serving the Leased Premises, if any;

- (e) at all times keep the Leased Premises reasonably clean and free from debris, discarded or unnecessary materials, equipment or supplies, loose soil, empty containers and all other unsightly or potentially dangerous rubbish;
- (f) at all times maintain the exterior areas of the Leased Premises (including gardening, landscaping and landscape maintenance and parking lot marking, maintenance and repair).
- (g) not do or permit any waste or damage, disfiguration or injury to the Leased Premises;
- (h) ensure that all materials, equipment and supplies delivered to the Leased Premises are neatly and safely stored or contained upon delivery and shall be so maintained until used up;
- (i) ensure that the Leased Premises are kept clear of ice, snow, slippery surfaces or of any other unsafe condition;
- (j) take reasonable and required measures, including those required by authorities having jurisdiction, to protect public and those employed on the Leased Premises from bodily harm and to protect adjacent public and private property and Landlord's property from damage;
- (k) not allow the introduction or use of beer or other alcoholic beverages or liquors or cannabis or cannabis products upon the Leased Premises except in strict compliance with all applicable laws, including, without limitation, the *Liquor Licence Act* (Ontario), the *Liquor Licence and Control Act*, 2019 (Ontario), the *Alcohol, Cannabis and Gaming Regulation and Public Protection Act*, 1996 (Ontario), and the *Cannabis Control Act*, 2017 (Ontario), as each may be amended and the regulations thereunder;
- (l) not use or produce on the Leased Premises or allow to be brought on to the Leased Premises any noxious, offensive, toxic or hazardous substance or any equipment or parts which contain any such substances, or any substance which if it were to remain on or escape from the Leased Premises would contaminate the Leased Premises, any other areas of the Conservation Area, or any other property to which it came in contact;
- (m) ensure that any and all contractors performing or engaged to perform any work or repairs to the Leased Premises carry insurance naming the Landlord as an additional insured party, that the contractors are qualified to do the intended works or repairs, and that all safety precautions, permits, laws and regulations are fully complied with at all times;
- (n) not to cut down timber or trees of any kind whatsoever except those trees specifically designated by the Landlord as appropriate for removal and upon the cutting of such trees to remove all stumps and debris and plant or sod or replant a tree as may be required by the Landlord;
- (o) not to dump or place any fill of any kind on the Leased Premises or surrounding lands, and not to change, divert or interfere with the existing channels of any rivers, creeks, streams or water courses running through the lands without the prior written consent of the Landlord; and
- (p) protect and preserve all trees situated on the Leased Premises from waste, injury or destruction.

12. **Observance of Laws, Statutes and Regulations**

- (a) The Tenant shall comply at its own expense with, and conform to, all applicable statutes, laws, by-laws, regulations, ordinances, notices, rulings and orders of the federal, provincial or municipal government from time to time in effect during the Term of this Lease and any renewal or extension thereof. Without limiting the foregoing, the Tenant, at its own expense, shall obtain all necessary municipal, provincial, federal or other governmental approvals, permits and licenses to conduct its business, operations and/or activities in or upon the Leased Premises prior to entering the Leased Premises and as required from time to time for its operations and events at the Leased Premises.
- (b) The Tenant shall further comply at its own expense with the rules and regulations established by the Landlord for the Leased Premises from time to time, including without limitation those relating to permitted hours of use.

13. **Condition of Premises**

The Tenant accepts the Leased Premises in their present "as is" condition and acknowledges and agrees that the Landlord has not given any representation or warranty, express or implied, in fact or by law, as to the state, quality or condition in, on, or of the Leased Premises, whether with respect to environmental matters or otherwise, or that the Leased Premises are suitable for any particular use or purpose (including, but not limited to any use permitted by this Lease) or as to any other matter or thing, whether or not related to any of the foregoing. Furthermore, the Tenant assumes any and all risks relating to the physical condition of the Leased Premises, including the surface and subsurface conditions thereof. Neither the Tenant nor any permitted occupant shall have any recourse to the Landlord as a result of the nature or condition of the Leased Premises, whether or not the Landlord has or had actual or imputed knowledge of such nature and condition as at the commencement date of this Lease or at any other time during the Term or any renewal or extension thereof. The Tenant acknowledges and agrees that the Tenant shall be an occupier of the Leased Premises pursuant to the *Occupier's Liability Act* (Ontario), as amended.

14. **Alterations and Additions**

- (a) The Tenant agrees that it shall not make any alterations, additions or improvements whatsoever to the Leased Premises without the prior written approval of the Landlord. Without limiting the generality of the foregoing, the Tenant shall not construct, renovate, install or erect any buildings, structures, fixtures, grounds, improvements or other facilities without first obtaining the written approval of the Landlord for such works. The Tenant may make alterations and improvements to the interior of the Tenant Building without the written consent of the Landlord, provided such alterations and improvements are completed in compliance with all applicable laws.
- (b) The Tenant shall at its own cost and expense prepare the Leased Premises appropriately for the approved use, and the Landlord shall not be responsible in any way for any improvement or preparation of the Leased Premises. The Tenant shall implement, at its sole cost and expense, all precautions, measures and safeguards as are necessary to protect the public from injury during any alterations of the Leased Premises.
- (c) The Landlord is under no obligation to repair or maintain the Tenant Building or any of the fixtures or improvements therein or any of the Tenant's installations, alterations, additions, partitions and fixtures or anything in the nature of an occupant's improvement made or installed by the Tenant.

- (d) The Landlord has the right at any time to require the Tenant to remove its buildings, structures, erections, installations, alterations, additions, partitions and fixtures or anything in the nature of an occupant's improvement made or installed by the Tenant without the consent of the Landlord, and the Tenant shall be required to make good all damage caused by the installation or removal.
- (e) The Tenant shall not paint, display, inscribe, place or affix any sign, picture, advertisement, notice, lettering or direction on any part of the outside areas of the Leased Premises without the prior written consent of the Landlord, which consent may be unreasonably withheld, subject to heritage restrictions.
- (f) The Tenant covenants to pay all charges incurred by or on behalf of the Tenant for any services, work or materials which may be supplied, done or performed in respect of the Leased Premises and the Tenant shall forthwith discharge any liens arising therefrom claimed or registered against or in respect of the Leased Premises, the lands to which they form a part, or any part thereof.

15. **Notice of Accident, Injury or Harm**

The Tenant shall give immediate written notice with complete details thereof to the Landlord of any accident, injury or harm to any person on or using the Leased Premises or of any damage, loss or defect in or to any part of the Leased Premises or any damage or loss of any property of any person using the Leased Premises, notwithstanding that the Landlord may not have any obligation with respect to same.

16. **Insurance and Indemnification**

- (a) For the purposes of this Section, "**Landlord**" means the Landlord, as well as any and all of its officers, directors, employees, consultants, agents and contractors (other than the Tenant) and "**Tenant**" means the Tenant as well as any officer, director, employee, member, contractor, subcontractor, consultant, agent, permitted assign and invitee of the Tenant or of any person permitted or allowed by the Tenant to enter upon or use the Leased Premises.
- (b) The Tenant agrees to obtain and maintain in force throughout the duration of this Lease, including any permitted possession after the Term, at its sole cost and expense including the payment of all deductibles, the following policies of insurance for the specified limits, or such other policies of insurance or higher limits as the Landlord acting reasonably and prudently may from time to time require:
 - (i) Commercial General Liability insurance covering against any and all claims for bodily injury, including death, personal injury, and property damage or loss, including acts or omissions of the Tenant, its employees, contractors, sub-contractors, agents and invitees and in a form and with an insurance company acceptable to the Landlord, and including insurance coverage with respect to the Maintenance Work being carried out by the Tenant. Such policies of insurance shall have a limit of coverage of not less than Five Million Dollars (\$5,000,000.00) per occurrence. Such policies of insurance shall include, but not be limited to the following: blanket contractual liability; land and premises liability; occupier's liability, all risk tenant's legal liability, completed operations liability; owners and contractors liability; non-owned automobile liability; cross-liability and severability of interest provisions;

- (ii) "All Risks" insurance on property of every description and kind owned by the Tenant, or for which the Tenant is legally liable, or which is installed by or on behalf of the Tenant on or within the Leased Premises including, without limitation, the Tenant Building and all other buildings, equipment, trade fixtures and improvements, in an amount not less than the full replacement cost thereof from time to time;
 - (iii) Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario including third party liability insurance and at least Two Million Dollars (\$2,000,000.00) inclusive limits, and accident benefits insurance, covering all licensed vehicles owned or operated by or on behalf of the Tenant; and
 - (iv) Such other forms of insurance as may be reasonably and prudently required by the Landlord from time to time.
- (c) All such insurance policies and certificates shall name as an additional insured the Landlord and anyone else with an interest in the Leased Premises from time to time designated in writing by the Landlord. Such policies shall also require at least thirty (30) days' written prior notice of any change to or amendment, cancellation, expiration or termination of the coverage under such policies to be given to the Landlord herein and be in a form satisfactory to the Landlord. All insurers shall be licensed to do business in Ontario, and such insurers and the insurance coverages shall be acceptable to the Landlord acting reasonably and prudently. The Tenant shall deliver to the Landlord certificates of insurance originally signed by authorized insurance representatives, or, if required by the Landlord, certified copies of such policies prior to the execution of this Lease and for all renewals/extensions thereafter during the Term of this Lease no later than sixty (60) days prior to their renewal date and at any other time upon request by the Landlord. In the event that the Tenant fails to do so within ten (10) days of the request by the Landlord, then this Lease may be immediately terminated at the Landlord's option without further notice. All insurance coverages to be provided by the Tenant herein shall be primary and not call into contribution any other insurance coverages available to the Landlord and such coverage shall preclude subrogation claims against the Landlord and any other person insured under the policy. Insurance requirements and coverage herein shall not limit, reduce, or waive any of the Tenant's obligations to indemnify the Landlord pursuant to this Lease herein or the liabilities assumed by the Tenant under this Lease. The Tenant shall not do or omit to do anything that may breach, limit, restrict, or prejudice the terms or conditions of the insurance coverages referred to herein.
- (d) The Tenant shall defend and indemnify the Landlord and save it harmless from any and all losses or claims, actions, demands, liabilities, fines and expenses (including, without limitation, solicitor fees) in connection with loss of life, personal injury and/or damage to or loss of property: (a) arising out of any occurrence in or about the Leased Premises; (b) occasioned or caused wholly or in part by any act or omission of the Tenant or anyone for whom it is responsible at law; or (c) arising from any breach by the Tenant of any provisions of this Lease. The foregoing indemnity shall survive the termination of this Lease notwithstanding any provision of this Lease to the contrary.
- (e) The Tenant shall use the Leased Premises, and the Public Conservation Area Grounds if applicable, at its sole risk, and the Landlord shall not be liable for any loss, injury or damage caused to persons using the Leased Premises or the Public Conservation Area Grounds or to any property, except to the extent that same is attributable or caused by

the negligence of the Landlord, its officers, officials, employees and agents, or any of them, the responsibility for insuring the Leased Premises and the Tenant against any such loss, injury or damage being that of the Tenant who hereby waives, on behalf of itself and its insurers, any rights of subrogation against the Landlord. In addition and without limitation, the Tenant agrees that the Landlord shall not be liable for and hereby releases the Landlord from:

- (i) any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow or gas which may leak into or issue or flow from any part of the Leased Premises or from the water, steam or drainage pipes or plumbing works of the Leased Premises or from any other place or quarter;
- (ii) except to the extent that same is attributable or caused by the negligence of the Landlord, any and all claims, actions, causes of action, damages, demands for damages and other liabilities for or related to:
 - (A) any bodily injury, personal injury, illness or discomfort to or death of the Tenant or any of its employees, members, contractors, invitees, customers, others for whom it is in law responsible or any other, in or about the Leased Premises or the Public Conservation Area Grounds; and
 - (B) any loss or damage to all property in or about the Leased Premises owned by the Tenant or others; or
- (iii) any indirect or consequential damages including, but not limited to, loss of profit.
- (f) The Tenant will not do or permit to be done any act or thing which would render void any policy of insurance maintained by the Landlord or which may cause an increase in premiums that are payable in respect of Landlord's insurance.

17. **Breach/Failure to Perform**

- (a) Any of the following occurrences or acts shall constitute an event of default by the Tenant:
 - (i) the Tenant fails to make any payment of any sums herein required to be paid, regardless of whether demand for payment is made or not;
 - (ii) the Tenant fails to perform any covenant, condition or obligation required to be performed or observed under this Lease, and
 - (A) the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
 - (B) the Tenant has failed to correct the default as required by the notice;
 - (iii) the Tenant (i) becomes bankrupt; (ii) has its property seized or attached in satisfaction of a judgment; (iii) has a receiver appointed; (iv) commits any act or neglects to do anything with the result that a construction lien or other encumbrance is registered against the Leased Premises, the lands to which they form a part, or any part thereof; (v) takes action with a view to winding up, dissolution or liquidation of the Tenant; and

- (iv) any insurance policy is canceled or not renewed by reason of the use or occupation of the Leased Premises or by reason of non-payment of premiums.
- (b) When a default on the part of the Tenant has occurred:
 - (i) all amounts payable in respect of the Rent, together with all other amounts owing by the Tenant to the Landlord, including those payments not yet due if any, shall immediately become due and payable; and
 - (ii) the Landlord shall have the right to terminate this Lease, or in lieu of termination, the Landlord shall have the right to re-enter the Leased Premises and to retake possession of the Leased Premises and deal with them as it may choose.
- (c) If, because an event of default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Leased Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this Lease until the Landlord has re-let the Leased Premises or otherwise dealt with the Leased Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new tenant pays to the Landlord.
- (d) The Tenant covenants that notwithstanding any present or future applicable law, the personal property of the Tenant during the Term of this Lease shall not be exempt from levy by distress for Rent in arrears and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease:
 - (i) the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this Lease; and
 - (ii) the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.
- (e) When a default has occurred and the Landlord chooses not to terminate this Lease, the Landlord shall have the right, but not the obligation, to take any and all necessary steps to rectify any or all acts of default of the Tenant and may enter upon the Leased Premises to do any work or other things therein or thereon and to charge the costs of such rectification (including without limitation solicitor fees) to the Tenant and to recover the costs from the Tenant, which amount shall be immediately due and payable.
- (f) No acceptance of the Rent subsequent to any breach or default, other than non-payment of Rent to the extent that same has been received, shall be taken to operate as a waiver or condoning of any term, condition or covenant of this Lease nor in any way to defeat or affect the rights of the Landlord hereunder. The Landlord's rights under this Lease shall not in any manner be prejudiced even if the Landlord has overlooked or condoned any non-compliance, breach or default with the terms, covenants and conditions of this Lease by the Tenant nor shall the Landlord's rights in any way be limited or restricted by any other right or privilege that the Landlord may have under this Lease or provided by law. Upon default by the Tenant under any term, covenant or condition of this Lease, and at

any time after the default, the Landlord shall have all rights and remedies provided by law and by this Lease. No delay or omission by the Landlord in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. Furthermore, the Landlord may remedy any default by the Tenant in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Tenant. The failure of the Landlord to insist upon strict performance of any of the covenants, terms or conditions of this Lease, in any one or more instances, shall not be construed as a waiver of its right to insist on compliance with same or any other covenant, term or condition at any time. All rights and remedies of the Landlord granted or recognized in this Lease or by law are cumulative and may be exercised at any time from time to time independently or in combination. No covenant, term or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

18. **End of Term Removal of Tenant's Property and Buildings**

- (a) Upon the expiration of the Term or earlier termination of this Lease, the Tenant shall immediately cease activities and operations at the Leased Premises and make whatever arrangements are necessary to leave the Leased Premises in a clean, tidy and safe condition free from any hazards.
- (b) The Tenant shall thirty (30) days prior to the expiration of the Term or earlier termination of this Lease remove all of its trade fixtures, equipment, chattels and other personal property, and repair any damage cause by such removal to the satisfaction of the Landlord. Upon failure to do so within ten (10) days of expiration or earlier termination as aforesaid, the Landlord may remove all or any of the said trade fixtures, equipment, chattels and other personal property of the Tenant and shall be entitled to recover all costs and expenses arising from and related to same from the Tenant and in no event shall the Landlord be required to pay compensation to the Tenant in respect of any such equipment, chattels and/or other personal property.
- (c) If upon the expiration of the Term or earlier termination of this Lease, all or a portion of the Tenant Building or other buildings, structures, erections, improvements and/or fixtures on the Leased Premises have not been removed by the Tenant all of the Tenant's right, title and interest in any such buildings, structures, erections, improvements and/or fixtures will automatically transfer from the Tenant to the Landlord and in no event shall the Landlord be required to pay compensation to the Tenant in respect of the Tenant Building or any other buildings, structures, erections, improvements and/or fixtures.
- (d) Notwithstanding anything contained herein to the contrary, the Tenant shall not be entitled to remove any buildings, structures, erections, improvements, fixtures, equipment, chattels and/or other personal property donated or supplied to the Leased Premises by the Landlord.

19. **Termination Upon Notice and at End of Term**

- (a) If the Leased Premises are expropriated or condemned by any competent authority, the Landlord shall have the right to terminate this Lease by giving thirty (30) clear days' notice in writing to the Tenant.

- (b) If the Tenant remains in possession of the Leased Premises with the consent of the Landlord after the expiration of the Term hereby granted or earlier termination of the Lease and without the execution and delivery of a new agreement, there will be no tacit renewal or extension of this Lease or renewal or extension of the Term, nor shall a lease from year to year be created but, notwithstanding any statutory provisions to the contrary, the Tenant shall be deemed a monthly Tenant at a rent payable monthly in advance in the same amount as the Rent payable in or for the last month of the Term and otherwise upon and subject to the same terms and conditions herein contained, excepting provisions for renewal or extension.

20. **Assignment**

The Tenant shall not assign this Lease or sublet or share possession of the whole or any part of the Leased Premises, and the Tenant hereby waives its right to benefit of any present or future statute or law which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.

21. **Damage to the Premises**

- (a) If the Leased Premises are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:¹
 - (i) if the Leased Premises can with reasonable diligence be repaired and rendered fit for occupancy within 270 clear days from the happening of the damage or destruction, the Tenant shall repair the Leased Premises with all reasonable speed; or
 - (ii) if the damage or destruction renders the Leased Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 270 clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall be responsible for demolishing and removing any damaged buildings, structures, erections, improvements and/or fixtures on the Leased Premises and restoring the lands to their original condition.
- (b) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord.
- (c) There shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler system, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this Lease, from any cause whatsoever.

22. **Acknowledgement by Tenant**

The Tenant agrees that it will at any time or times during the Term, upon being given at least forty-eight (48) hours prior written notice, execute and deliver to the Landlord a statement in writing certifying:

- (a) that this Lease is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Lease is in full force and effect as modified); and
- (b) any information or particulars of any matters relating to this Lease as reasonably requested by the Landlord.

23. **No Registration**

The Tenant will not register this Lease or notice thereof against title to the Leased Premises or the Conservation Area.

24. **Binding Nature**

This Lease and all terms, covenants, conditions, provisions and lease fees herein reserved shall be binding upon and shall enure to the benefit of the Landlord and the Tenant and their respective heirs, executors, administrators, successors and permitted assigns. Without limiting the generality of the foregoing, this Lease shall be binding upon and shall enure to the benefit of any successor conservation authority or other authority that succeeds to the rights, powers, or assets of the Landlord, including any successor authority arising as a result of amalgamation, merger, consolidation, reorganisation, or statutory succession affecting the Landlord.

25. **Miscellaneous**

- (a) All notices, or any other thing to be given or delivered pursuant to this Lease, unless otherwise specified, shall be given in writing and delivered personally or by mail, and addressed

to the Landlord at: 250 Thorold Rd 3rd Floor, Welland, ON L3C 3W2
Attention:

and to the Tenant at: 2555 Ott Road, Stevensville, ON L0S 1S0
Attention:

or such other address as the Landlord or Tenant may, from time to time, advise each other by notice in writing. All notices delivered personally shall be deemed received upon delivery. All notices mailed hereunder shall be deemed to have been given and received by the addressee four business days following mailing. In the event of actual or threatened postal interruption, all notices shall be delivered personally.

- (b) The Landlord shall have the right to satisfy any amount from time to time owing by it to the Tenant by way of a set-off against any amount from time to time owing by the Tenant to the Landlord, including but not limited to any amount owing to the Landlord pursuant to the Tenant's indemnification of the Landlord in this Lease.
- (c) To the extent that either the Landlord or the Tenant is bona fide delayed or hindered in or prevented from performance of any term, covenant or act required in this Lease by reason of any delay caused in whole or in part by any acts of God, strikes, lockouts or

other industrial disturbances, acts of public enemies, sabotage, war, blockades, insurrections, riots, epidemics, pandemics, public health emergencies, washouts, nuclear and radiation activity or fallout, arrests, civil disturbances, explosions, unavailability of materials, breakage of or accident to machinery, any legislative, administrative or judicial action which has been resisted in good faith by all reasonable legal means, any act, omission or event, whether of the kind herein enumerated or otherwise, not within the control of such party, and which, by the exercise of control of such party, could not have been prevented, then performance of such term, covenant or act is excused for the period of the delay and the party so delayed, hindered or prevented shall be entitled to perform such term, covenant or act within an appropriate time period after the expiration of the period of such delay. Insolvency or lack of funds on the part of such party shall not constitute an unavoidable delay. In no event will the Tenant be excused from the prompt payment of Rent and any other payments required by this Lease.

- (d) This Lease contains the entire agreement between the parties hereto with respect to the subject matters hereof and replaces all the Original Lease Agreements in their entirety. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Lease except as expressed in it. No amendment, modification or supplement to this Lease shall be valid or binding unless set out in writing and executed by the parties hereto.
- (e) A reference to any statute, act, by-law, rule or regulation or to a provision thereof shall be deemed to include a reference to any statute, act, by-law, rule or regulation or provision enacted in substitution therefor or amendment thereof.
- (f) The headings to each section are inserted for convenience of reference only and do not form part of the Lease.
- (g) This Lease shall be governed by, and construed under, the laws of the Province of Ontario.
- (h) Except as may be otherwise expressly provided herein, all fees, amounts or monies payable under this Lease are expressed in Canadian dollars and are exclusive of HST. All fees, amounts or monies owing hereunder by the Tenant shall be payable without deduction, abatement or set-off. Any overdue amounts payable by the Tenant shall bear interest at the rate of twelve percent (12%) per annum, calculated monthly, from the date upon which the payment was due.
- (i) Time is of the essence for this Lease and for every part hereof.
- (j) This Lease shall not be construed to constitute an agency, partnership or joint venture between the parties hereto.
- (k) Any schedules attached to or referred to in this Lease shall form an integral part of this Lease.
- (l) Without restricting or limiting the rights and privileges of the Landlord to any broader interpretation, any "breach" or "default" of or in respect of a term, covenant, warranty, condition or provision of this Lease caused by an officer, employee, servant, member, contractor, subcontractor, consultant, agent, permitted assign, invitee, subtenant of the

Tenant or of any person permitted or allowed by the Tenant to enter upon or use the Leased Premises shall constitute a breach or default by the Tenant.

- (m) If any provision or provisions of this Lease or parts thereof or the application thereof to any person or circumstances shall be found by any court to any extent to be invalid or unenforceable or to be void or illegal, such provision or provisions or parts thereof shall be deemed severable and all other provision or provisions or parts of this Lease shall be deemed to be separate and independent therefrom and continue in full force and effect unless and until similarly found void and/or illegal. The remainder of this Lease and its application to any person or circumstances shall not be affected thereby; and the parties hereto will negotiate in good faith to amend this Lease to implement the intentions set forth herein. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- (n) If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) sign this Lease as the Tenant, the liability of each such individual, corporation, partnership or other business association to pay the Rent and to make and perform all other payments and obligations hereunder shall be deemed to be joint and several. In like manner, if the Tenant is a partnership or other business association, the members of which are, by virtue of statute or general law, subject to personal liability, the liability of each such member shall be joint and several. The Tenant warrants and represents that it is duly formed and in good standing, and has full corporate or partnership authority, as the case may be, to enter into this Lease, and has taken all corporate or partnership action, as the case may be, necessary to make this Lease a valid and binding obligation, enforceable in accordance with its terms.
- (o) Whenever a word importing the singular or plural is used in this agreement such word shall include the plural and singular respectively. Words importing either gender or firms or corporations shall include persons of the other gender and firms or corporations as applicable.
- (p) An electronic signature shall constitute a valid and binding signature with the same effect as if it were an original signature endorsed on this Lease or other document delivered in connection with this Lease. A signed copy of this Lease transmitted by email, facsimile or other electronic means of transmission shall be deemed to have been validly delivered and shall bind the parties. The parties agree that execution of this Lease or other document executed in connection with this Lease by use of electronic signatures or digital signature software shall constitute valid execution

IN WITNESS WHEREOF the parties hereto have duly executed this Lease as at the date first noted above.

**NIAGARA PENINSULA CONSERVATION
AUTHORITY**

Per: _____
Name:
Title:

THE FORT ERIE CONSERVATION CLUB²

Fort Erie Conservation Club
PO Box 332
Station Main
Fort Erie Ontario
L2A 5N1

Per: _____
Name:
Title:

Schedule "A"

Conservation Area



9/10/2026, 9:38:36 AM

— Stevensville Conservation Area Boundary
Niagara Region Ortho 2023

1:9,028
0 0.05 0.1 0.2 mi
0 0.07 0.15 0.3 km

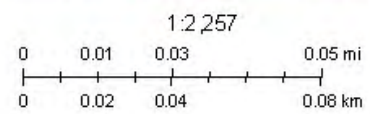
Schedule "B"

Leased Premises including Tenant Building



9/10/2026, 9:27:12 AM

- Stevensville Conservation Area Boundary
- Lease Premise - Fort Erie Conservation Club - 4.84 Acres



Niagara Region Ortho 2023

Schedule "C"

Tenant Maintenance Work

1. The Tenant will diligently administer and perform the repair, maintenance, cleaning, and other services and work at the Conservation Area described in this Schedule "C" (the "Maintenance Work") in a faithful, economic and efficient manner consistent with generally accepted sound property maintenance principles, and as would a prudent and reasonable owner and operator of similar properties, and the Maintenance Work shall include all labour, materials, equipment, supplies and services for the performance of the Maintenance Work.
2. Environmentally preferable approaches to landscaping and maintenance are expected including the use of composting for any yard waste. The use of electric powered equipment is also encouraged to reduce the impact of noise, vibration, and exhaust on personnel using such equipment, on the public using the Conservation Area and the local environment.
3. **Service Requirements Throughout the Year**
 - (a) At a minimum, weekly maintenance is expected throughout the year. It is understood that the specific day(s) on which maintenance occurs may vary due to weather conditions or other variables.
 - (b) Complete litter pick-up and remove debris as required from all outdoor areas of the Conservation Area including lawns, trails, pavers, walkways, parking areas, on a regular and frequent basis and as required.
 - (c) Regular grass cutting throughout the year, as needed, noting that frequencies may vary throughout the year to adjust to weather.
4. **Maintenance Work Requirements in Spring**
 - (a) During the month of April: Raking and blowing of all beds, curb edges at asphalt, sidewalks, and entranceways.
 - (b) Dead grass and debris shall be removed from all lawns, parking areas, walkways, and stairways (if applicable). Accumulated materials will be collected and removed from the Conservation Area.
 - (c) Prune shrubs and trees up to twelve (12) feet in height as required.
 - (d) Areas where grass plants have lifted due to frost action or rodents will be lightly rolled.
 - (e) Over seeding of lawn areas.
 - (f) Shrub beds and tree wells will be reconditioned, edged, and have mulch topped up to 3" depths. Application of spring fertilizer.
 - (g) All flower beds will be reconditioned prior to the installation of annual flowers. Flowers to be installed between May 15th - June 15th weather permitting.
 - (h) All plant, shrub and tree material will be inspected for any winter damage. All wrapping and ties will be removed from plant material. Proper pruning and thinning of all shrubbery, plant

materials, hedges and trees up to and including 4-inch caliper size will be conducted for the purpose of removing dead or obstructing limbs, sucker growth, and to ensure a desirable & healthy-looking appearance throughout the growing season.

5. Maintenance Work Requirements in Summer

- (a) Prior to commencing weekly summer maintenance, all debris will be cleaned up and removed from all outdoor areas, of the including lawns, beds, sidewalks, pavers, stones, walkways, parking areas and if applicable external stairs.
- (b) Grass mowing will be kept to a height of no less than 1 to 2 1/2 inches and no more than 3 1/2 to 4 inches. Grass clippings deemed to be excessive and present danger to the health of the lawns will be collected from lawn areas and removed from the Conservation Area.
- (c) Grass will not be cut during hot and dry spells if there is no growth, but regular weekly visit duties will still be performed.
- (d) Lawn edges adjacent to walks, walls, curbs, beds, lamps, and other areas will be kept straight and neat by means of weekly "line trimming".
- (e) Excess grass clippings shall be removed from walkways, flower beds, curbs, and parking areas after each cutting.
- (f) All topsoil beds will be manually weeded, cultivated, and edged weekly or as required to keep the soil loose and to maintain neat and well-kept appearance. All woodchip or bark mulch beds will be weeded manually as needed to maintain a neat and well-kept appearance. Chemical weeding shall only be used if absolutely required, and with prior written approval of the Landlord.
- (g) Supply and install granular environmentally friendly fertilizer evenly to all turf areas a minimum of three (3) times per year with a well-balanced blend of a commercial fertilizer approved subject to all governmental regulations. Fertilizer to be applied as weather and soil conditions will permit for maximum results. The Tenant will be responsible for the correction or replacement of any problems resulting from the fertilizer applications.
- (h) All plant material will be groomed and trimmed throughout the summer season to keep desired shape, neat appearance and ensure sound growth. Prune and all trim all shrubs and hedges, etc., to remove dead branches, hazardous branches, and sucker growth. They shall not be allowed to encroach on sidewalk signs, patios, or walkways. Trees and shrubs shall be inspected regularly for pest infestations and diseases. All debris is to be removed from the site by the Tenant the same day the pruning is done.
- (i) Regular removal of fallen pine needles, cones, and berries.
- (j) Remove and dispose damaged tree limbs (up to 12 feet in height).
- (k) Annual and perennial planting bed materials shall be maintained by removal of spent blooms to promote further flowering and bright colourful display.
- (l) All curbs, parking lot cracks, buildings walls, patios, rockery, and river stone walkways will be kept grass and weed free by manual removal or by use of a non-selective herbicide

only if deemed necessary. This is applied safely and with extreme care for desired results.

6. Maintenance Work Requirements in Fall

- (a) All summer landscape care specifications will continue until the end of the growing season.
- (b) Annual flowers shall be removed, and beds cultivated. Perennial plants will be cut down as required.
- (c) All fallen leaves will be collected and removed from landscaped, parking and loading areas.
- (d) Removal of all leaf debris from turf areas and tree, shrub, and ground cover beds. Cultivation of planting to make ready for planting the following spring.
- (e) Pruning of all plants that require it for the winter protection will be performed, as well as tying upright evergreen shrubs to prevent damage from heavier winter snows.
- (f) Final raking of leaves from all lawn's shrubs, hedges, flower beds, patios, catch basins at the end of the season.

7. Maintenance Work Requirements in the Winter

- (a) Routine snow cleaning, snow removal and sanding from parking areas, driveways and sidewalks as required to keep such areas reasonably clear of snow and ice.
- (b) Snow cleared from roadways and parking areas within 24 hours of snow cessation
- (c) Snow cleared once every 24 hours during continuous snowfall
- (d) Snow removal from all walkways for up to 5" of snowfall
- (e) Removal of snow from all entrance ways, sidewalks on property
- (f) De-icer to be used on sidewalks as required
- (g) Inspect property once per week for icing conditions
- (h) The Landlord may also require the Tenant to stake pedestrian access routes on snow covered portions of the Conservation Area, including without limitation, the curbs, walkways, entrance ways, and sidewalks.

8. Equipment

- (a) The Tenant shall provide all equipment required for Maintenance Work to be performed.
- (b) Equipment shall be in very good mechanical condition and be free of defects.
- (c) The Tenant shall replace or repair immediately any equipment that is defective or damaged.
- (d) The Tenant shall use only equipment with rubber tires.

- (e) The Tenant shall not leave any equipment idling and unattended under any circumstance.
- (f) Equipment with fuel capacity exceeding three hundred (300) litres shall not be refueled on site.
- (g) The Tenant shall not store equipment of any type on or at the Conservation Area save and except in areas designated by the Landlord.

9. Site Conditions and Damage

- (a) At the request of the Landlord from time to time, the Landlord and the Tenant will perform an inspection of the Conservation Area to assess the condition of all areas and the Maintenance Work that may be required and/or outstanding.
- (b) The Tenant shall be responsible to remedy any damage caused on or to the Conservation Area by the Tenant, its members, employees or agents, to the reasonable satisfaction of the Landlord.
- (c) The Tenant shall maintain areas where it is carrying out the Maintenance Work in a tidy condition free from the accumulation of waste products, debris and hazards to ensure the safe and prudent manner of operations required for Maintenance Work.
- (d) All utilities and services which could be affected by the Maintenance Work shall be located by the Tenant through the appropriate authorities prior to commencing the work. Damaged utilities and services shall be repaired immediately at the Tenant's expense to the satisfaction of the Landlord.
- (e) The Tenant shall remove any waste products and debris arising from or incidental to the Maintenance Work and shall leave the Conservation Area clean and suitable for use by the users of the Conservation Area.
- (f) The Tenant shall immediately report any damage that affects operations or Conservation Area services to the Landlord.

10. Safety

- (a) The Tenant shall carry out the Maintenance Work in a safe and efficient manner as would normally be required for the type of work being performed.
- (b) The Tenant shall perform all work with suitable and appropriate personal protective equipment (face shields, masks, gloves, safety boots) if required.
- (c) All work injury or accident shall immediately be reported to the Landlord.
- (d) All equipment operators shall be qualified and experienced with equipment being operated and licensed by the authority having jurisdiction.
- (e) The Landlord reserves the right to periodically conduct any inspections to determine the overall quality of the Tenant's performance, the job knowledge of the Tenant's personnel, the effectiveness of training and site orientation and to determine the conduct and appearance of personnel.