

NIAGARA PENINSULA CONSERVATION AUTHORITY
Board of Directors Meeting
December 19, 2025, 10:00a.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 November 21, 2025

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3.2. Minutes of the Full Authority Special Meeting, dated December 5, 2025

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3.3. Closed Session Minutes of the Full Authority Meeting, dated November 21, 2025 (*distributed separately*)

4. CHAIR'S UPDATE

5. CORRESPONDENCE

5.1. Correspondence dated November 25, 2025, from Municipality of Shuniah RE: Resolution No. 380-25 pertaining to Bill 68 (Schedule 3) and proposed regional consolidation of Ontario's conservation authorities

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5.2. Correspondence dated November 26, 2025 from Ausable Bay Conservation Authority RE: Bill 68 – Proposed New Ontario Provincial Conservation Agency and ERO 025-1257

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5.3. Correspondence dated November 27, 2025 from Catfish Creek Conservation Authority RE: Resolution (Bill 68 and ERO Posting 025-1257)

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5.4. Correspondence dated November 28, 2025 from the City of Windsor RE: Decision Number CR481/2025 pertaining to Bill 68 and proposed regional consolidation of Ontario's conservation authorities

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5.5. Correspondence dated December 9, 2025 from Credit Valley Conservation RE: ERO Posting 025-1257: Proposed Boundaries for the Regional Consolidation of Ontario's Conservation Authorities

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5.6. Correspondence dated December 12, 2025 from Niagara Region RE: CL-C 77-2025 Regional Consolidation of Ontario's Conservation Authorities

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5.7. Correspondence dated December 15, 2025 from the City of Greater Sudbury RE: Members' Motion - Consultation on the Proposed Boundaries for the Regional Consolidation of Ontario's Conservation Authorities

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6. PRESENTATIONS

6.1. TPN Content Development Grant – Conservation Areas & Eco-tourism

Presented by Supervisor, Communications & PR, Erika Navarro, and Marketing & Engagement Coordinator, JoyAnna Bodini.

6.2. NPCA Campground Electrical Upgrades

Presented by Francesco Agueci, Project Principal, Pretium Engineering Inc.

7. DELEGATIONS

8. CONSENT ITEMS

8.1. Report No. FA-65-25 RE: Asset Management Plan Status Update

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9. DISCUSSION ITEMS

9.1. Report No. FA-60-25 RE: NPCA Campground Electrical Upgrades (*distributed separately*)

9.2. Report No. FA-63-25 RE: Agreement of Services between the Corporation of the City of Thorold and Niagara Peninsula Conservation Authority

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9.3. Report No. FA-62-25 RE: Agreement of Services between the Corporation of the City of Niagara Falls and Niagara Peninsula Conservation Authority

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9.4. Report No. FA-66-25 RE: 2026 Fee Schedule

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9.5. Report No. FA-61-25 RE: Authorization to enter into a Licence of Occupation Agreement with Parks Canada – Niagara Shores Park

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10. COMMITTEE REPORTS

10.1. Public Advisory Committee minutes, dated November 25, 2025 (*distributed separately*)

11. MOTIONS

12. NOTICES OF MOTION

13. NEW BUSINESS

14. CLOSED SESSION

14.1. Advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Legal opinion pertaining to NPCA's land holdings related to the proposed regional consolidation of conservation authorities – Verbal Update)

14.2. A proposed or pending acquisition or disposition of land by the NPCA (Confidential Report No. FA-64-25 – *distributed separately*)

14.3. Personal matters about an identifiable individual, including NPCA employees (CAO performance review)

15. ADJOURNMENT

NIAGARA PENINSULA CONSERVATION AUTHORITY
Board of Directors Meeting Minutes
November 21, 2025, 10:00a.m.
Carolinian Hall
3350 Merrittville Hwy., Thorold ON

MEMBERS PRESENT: J. Metcalfe, Chair
S. Beattie, Vice Chair
B. Clark
D. Cridland
R. Foster
B. Grant
M. Seaborn
M. Tadeson
A. Witteveen

MEMBERS ABSENT: P. O'Neill

STAFF PRESENT: L. Lee-Yates, CAO/Secretary-Treasurer
E. Baldin, Manager, Land Planning
W. Catterick, GIS Technician
A. Christie, Director, Conservation Areas
M. Davis, Manager, Office of the CAO & Board
D. Deluce, Director, Planning & Development
N. Devos, Park Manager, Chippawa Creek Conservation Area
M. Ferrusi, Manager, People & Performance
L. Gagnon, Director, Corporate Services
N. Green, Director, Watershed Strategies & Climate Change
M. McIntyre, Parks Manager, Long Beach Conservation Area
S. Miller, Senior Manager, Infrastructure Engineering
E. Navarro, Supervisor, Communications & PR
S. Pfeifer, Investment & Donor Relations Officer, NPCF
T. Proks, Source Water Protection & Hydrogeology Specialist
G. Shaule, Administrative Assistant

OTHERS PRESENT: Will Meneray, Canvas Strategy Consulting Group
James Meneray, Canvas Strategy Consulting Group
Brett Harrington, Chair, NPCF

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

1. APPROVAL OF AGENDA

Resolution No. FA-113-2025

Moved by: Brian Grant

Seconded by: Stew Beattie

THAT the agenda for the Full Authority Board meeting held on November 21, 2025 **BE AMENDED** to address Item 7.1. immediately following Item 5.1.;

AND THAT the November 21, 2025 agenda be further amended to address Item 9.2 immediately following 6.2.

CARRIED

2. DECLARATIONS OF CONFLICT OF INTEREST

None.

3. APPROVAL OF MINUTES

Resolution No. FA-114-2025

Moved by: Brian Grant

Seconded by: Michelle Seaborn

THAT the Minutes of the Full Authority Meeting and the Closed Session Minutes dated October 24, 2025 **BE APPROVED**.

CARRIED

4. CHAIR'S UPDATE

- Chair Metcalfe was joined by fellow Board Members at NPCA's Annual Volunteer Appreciation Event on November 4 and thanked volunteers for their contributions to conservation efforts.
- Chair Metcalfe acknowledged the recent Provincial announcements regarding Conservation Authorities and the Ontario Provincial Conservation Agency. He further thanked CAO Lee-Yates and NPCA staff for continuing to provide high quality programs and services in the community while diligently working to identify next steps.

5. CORRESPONDENCE

Resolution No. FA-115-2025

Moved by: Albert Witteveen

Seconded by: Brad Clark

THAT the following correspondence items **BE RECEIVED**:

5.1. Correspondence dated November 7, 2025 from the Ministry of the Environment, Conservation and Parks RE: Consultation on the proposed boundaries for regional consolidation of Ontario's conservation authorities;

5.2. Correspondence dated November 19, 2025 from Essex Region Conservation RE: Resolution 90/25 (Bill 68 and ERO Posting 025-1257); and

5.3. Correspondence dated November 17, 2025 from United Counties of Stormont, Dundas & Glengarry RE: Resolution No. 2025-159 pertaining to conservation authorities.

CARRIED

7. DELEGATIONS

7.1. NPCF – 2025 Directors’ Challenge

Brett Harrington, Chair, Niagara Peninsula Conservation Foundation provided a delegation regarding the NPCF 2025 Directors’ Challenge.

Resolution No. FA-116-2025

Moved by: Donna Cridland

Seconded by: Stew Beattie

THAT the delegation from Niagara Peninsula Conservation Foundation regarding the 2025 Directors’ Challenge **BE RECEIVED.**

CARRIED

6. PRESENTATIONS

6.1. Ball’s Falls Thanksgiving Festival Recap

Director, Conservation Areas, Adam Christie, and Supervisor, Communications & PR, Erika Navarro, provided a presentation on the item noted. Discussion ensued regarding use of QR codes throughout festival grounds, weather impacts, and vendor satisfaction.

Resolution No. FA-117-2025

Moved by: Brian Grant

Seconded by: Robert Foster

THAT the Ball’s Falls Thanksgiving Festival Recap presentation **BE RECEIVED.**

CARRIED

6.2. Campground Operating Strategy

Will and James Meneray from Canvas Strategy Consulting Group provided a presentation on the above noted. Discussion ensued regarding opportunities for metering electrical servicing and potential options for recreational amenities.

Resolution No. FA-118-2025

Moved by: Stew Beattie

Seconded by: Mark Tadeson

THAT the Ball’s Falls Thanksgiving Festival Recap presentation **BE RECEIVED.**

CARRIED

9.2. Report No. FA-53-25 RE: NPCA Campground Analysis and Operating Strategy

Discussion ensued regarding seasonal and transient campsite ratios, models for right of first refusal, and opportunities to increase number of campsites.

Resolution No. FA-119-2025

Moved by: Brian Grant

Seconded by: Michelle Seaborn

THAT Report No. FA-53-25 regarding NPCA Campground Analysis and Operating Strategy **BE RECEIVED**;

AND THAT recommendations included in the NPCA Campground Analysis and Operating Strategy, as presented in Appendix 1, **BE ENDORSED**;

AND THAT recommendations included in the NPCA Campground Analysis and Operating Strategy be implemented through operating strategies and annual budget processes, seeking Board direction as required.

CARRIED

6.3. Proposed Amendments to the *Conservation Authorities Act* to establish the Ontario Provincial Conservation Agency, and Proposed Boundaries for the Regional Consolidation of Ontario's Conservation Authorities

CAO/Secretary-Treasurer, Leilani Lee-Yates, provided a presentation on the above noted. Discussion regarding proactive engagement among CA CAOs/GMs ensued. Further discussion ensued took place regarding concerns related to local programming, priorities, and individual CA assets.

Resolution No. FA-120-2025

Moved by: Stew Beattie

Seconded by: Brian Grant

THAT the presentation regarding Proposed Amendments to the *Conservation Authorities Act* to establish the Ontario Provincial Conservation Agency, and proposed boundaries for the regional consolidation of Ontario's Conservation Authorities **BE RECEIVED**.

CARRIED

8. CONSENT ITEMS

8.1. Report No. FA-57-25 RE: Legislative amendments under the *Clean Water Act* pertaining to Source Protection

Director, Planning & Development, David Deluce, provided a brief overview of the report.

Resolution No. FA-121-2025

Moved by: Donna Cridland

Seconded by: Brian Grant

THAT Item 8.1. Report No. FA-57-25 RE: Legislative amendments under the *Clean Water Act* pertaining to Source Protection **BE RECEIVED**.

CARRIED

9. DISCUSSION ITEMS

9.1. Report No. FA-54-25 RE: Coyle and Draper's Creek Floodplain Mapping
Director, Watershed Strategies & Climate Change, Natalie Green, provided a brief overview of the report.

Resolution No. FA-122-2025

Moved by: Stew Beattie

Seconded by: Mark Tadeson

THAT Report FA-54-25 RE: Coyle and Draper's Creek Floodplain Mapping **BE RECEIVED;**

AND THAT the NPCA Board of Directors **APPROVE** the Coyle and Draper's Creeks Floodplain Mapping reports and associated floodplain maps for use in the implementation of the Ontario Regulation 41/24 and policies;

AND THAT the approved floodplain maps of Coyle and Draper's Creeks **BE MADE PUBLICLY AVAILABLE;**

AND FURTHER THAT Report No. FA-54-25 **BE CIRCULATED** to the City of Welland and the Town of Pelham for information.

CARRIED

9.3. Report No. FA-58-25 RE: 2026 Conservation Areas Fees

Director, Conservation Areas, Adam Christie, provided a brief overview of the report.

Resolution No. FA-123-2025

Moved by: Robert Foster

Seconded by: Michelle Seaborn

THAT Report No. FA-58-25 RE: 2026 Conservation Areas Fees **BE RECEIVED;**

AND THAT the 2026 Conservation Area Fees outlined in Appendix 1 of Report No. FA-58-25 **BE APPROVED.**

CARRIED

9.4. Report No. FA-52-25 RE: Board of Directors' 2026 Meeting Schedule

Resolution No. FA-124-2025

Moved by: Brian Grant

Seconded by: Albert Witteveen

THAT Report No. FA-52-25 RE: Board of Directors' 2026 Meeting Schedule **BE RECEIVED;**

AND THAT Appendix 1 to Report No. FA-52-25 RE: Board of Directors' 2026 Meeting Schedule **BE APPROVED;**

AND THAT the meeting schedule **BE PUBLISHED** on NPCA's website for public information;

AND FURTHER THAT the meeting schedule **BE CIRCULATED** to participating and local area municipalities.

CARRIED

9.5. Report No. FA-55-25 RE: Federal Program Changes – 2 Billion Trees

Resolution No. FA-125-2025

Moved by: Robert Foster

Seconded by: Brian Grant

WHEREAS the existing commitment through 2 Billion Trees to NPCA's *Trees for All* program is affirmed through to 2028;

WHEREAS NPCA has entered into agreements with partners across the watershed to enhance natural canopy through the *Trees for All* program;

WHEREAS tree planting initiatives provide vital community benefits by sequestering carbon, enhancing biodiversity and natural habitats, improving human health and well-being, and creating opportunities for civic engagement;

BE IT RESOLVED THAT Report No. FA-55-25 RE: Federal Program Changes – 2 Billion Trees **BE RECEIVED**;

AND FURTHER THAT Report No. FA-55-25 RE: Federal Program Changes – 2 Billion Trees **BE CIRCULATED** to partner and local area municipalities for information.

CARRIED

9.6. Report No. FA-56-25 RE: Proposed Amendments to the *Conservation Authorities Act* to establish the Ontario Provincial Conservation Agency, and proposed Boundaries for the Regional Consolidation of Ontario's Conservation Authorities

Discussion ensued regarding moving into Closed Session to discuss Confidential Appendix 1 to Report No. FA-56-25.

Resolution No. FA-126-2025

Moved by: Stew Beattie

Seconded by: Donna Cridland

THAT the Full Authority Meeting scheduled on November 21, 2025 **NOW** move into closed session at 12:34 p.m.

CARRIED

Resolution No. FA-127-2025

Moved by: Stew Beattie

Seconded by: Brian Grant

THAT the Full Authority Meeting scheduled November 21, 2025 **RESUME** open session at 1:07 p.m.

CARRIED

Resolution No. FA-128-2025

Moved by: Mark Tadeson

Seconded by: Brian Grant

THAT Report No. FA-56-25 RE: Proposed Amendments to the *Conservation Authorities Act* to establish the Ontario Provincial Conservation Agency, and Proposed Boundaries for the Regional Consolidation of Ontario's Conservation Authorities **BE RECEIVED**;

AND THAT a Special Board of Directors Meeting be scheduled at the call of the Chair, no later than December 10, 2025;

AND FURTHER THAT staff bring forward comments on the policy proposal within ERO posting #025-1257 for approval at the Special Board of Directors Meeting.

CARRIED

10. COMMITTEE REPORTS

None.

11. MOTIONS

None.

12. NOTICES OF MOTION

None.

13. NEW BUSINESS

None.

14. CLOSED SESSION

Matters requiring closed session discussion were previously addressed.

15. ADJOURNMENT

Chair Metcalfe adjourned the meeting at 1:09 p.m.

NIAGARA PENINSULA CONSERVATION AUTHORITY
Board of Directors Special Meeting Minutes
December 5, 2025, 10:00a.m.
Carolinian Hall
3350 Merrittville Hwy., Thorold ON

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

STAFF PRESENT: L. Lee-Yates, CAO/Secretary-Treasurer
W. Catterick, GIS Technician
A. Christie, Director, Conservation Areas
M. Davis, Manager, Office of the CAO & Board
D. Deluce, Director, Planning & Development
M. Ferrusi, Manager, People & Performance
L. Gagnon, Director, Corporate Services
N. Green, Director, Watershed Strategies & Climate Change
E. Navarro, Supervisor, Communications & PR

The meeting was called to order at 10:01 a.m.

1. APPROVAL OF AGENDA

Resolution No. FA-129-2025

Moved by: Stew Beattie

Seconded by: Michelle Seaborn

THAT the agenda for the Full Authority Special Meeting held on December 5, 2025 **BE APPROVED.**

CARRIED

2. DECLARATION OF CONFLICTS OF INTEREST

None.

3. DISCUSSION ITEMS

3.1. Report No. FA-59-25 RE: Draft Comments pertaining to ERO #025-1247 regarding proposed boundaries for the regional consolidation of Ontario's conservation authorities

CAO Lee-Yates provided an overview of feedback gathered to support the development of draft comments and key areas of focus developed for the Board's consideration. Discussion ensued regarding next steps to promote awareness, ownership of assets, and financial support for OPCA and regional CAs. Further discussion regarding the efficiency and resiliency of NPCA operations with large jurisdiction and shoreline, and small staff complement and operating budget took place.

Resolution No. FA-130-2025

Moved by: Brad Clark

Seconded by: Michelle Seaborn

THAT Report No. FA-59-25 RE: Draft Comments pertaining to ERO #025-1257 Regarding Proposed Boundaries for the Regional Consolidation of Ontario's Conservation Authorities **BE RECEIVED;**

AND THAT the draft submission for Niagara Peninsula Conservation Authority (NPCA) Comments on ERO #025-1257, as appended, **BE APPROVED;**

AND THAT a copy of the final submission for NPCA Comments on ERO #025-1257 be forwarded to Niagara Region, the lower-tier municipalities within Niagara Region, City of Hamilton, Haldimand County, Mississaugas of the Credit First Nation, Six Nations on the Grand River, Niagara Peninsula Source Protection Committee, Association of Municipalities of Ontario (AMO), Rural Ontario Municipal Association (ROMA), local area MPPs, Conservation Ontario and all Conservation Authorities in Ontario.

CARRIED

4. MOTIONS

4.1. NPCA Position on the regional consolidation of Ontario's conservation authorities

Resolution No. FA-131-2025

Moved by: Stew Beattie

Seconded by: Brian Grant

WHEREAS the municipalities of the Niagara Peninsula watershed agreed to form the Niagara Peninsula Conservation Authority in 1959 under the *Conservation Authorities Act* to protect people, property, farmland and natural resources through watershed-based decision making informed by local science and knowledge, and municipal representation;

AND WHEREAS the Provincial Government has amended the *Conservation Authorities Act* through Bill 68 "Plan to Protect Ontario (Budget Measures)" that allows for establishing the Ontario Provincial Conservation Agency to oversee the transition to Regional Conservation Authorities, and direct the strategic

direction, finances, and operational activities of the new Regional Conservation Authorities, imposing additional costs on municipalities to fund the Agency via fees levied on the new Regional Conservation Authority;

AND WHEREAS the Ministry of the Environment, Conservation and Parks has posted Environmental Registry Notice No. 025-1257 (“Proposed Boundaries for the Regional Consolidation of Ontario’s Conservation Authorities”), proposing to reduce Ontario’s 36 conservation authorities to 7 regional entities as part of a broader restructuring;

AND WHEREAS under this proposal, the Niagara Peninsula Conservation Authority would be consolidated into a new “Western Lake Ontario Regional Conservation Authority” together with the Hamilton Conservation Authority, Halton Region Conservation Authority and Credit Valley Conservation, forming a single organization extending along the western Lake Ontario shoreline from Niagara through Halton and Peel, encompassing urban and rural watershed that support the Greater Toronto-Hamilton corridor;

AND WHEREAS the proposed “Western Lake Ontario Regional Conservation Authority” is to span approximately 4,900 square kilometres and serve 28 municipalities comprised of nearly 2 million people, thereby risking local representation and the delivery of locally-focused programs and services;

AND WHEREAS the participating municipalities lying within NPCA’s jurisdiction fund approximately 52% of the annual operating budget of NPCA through municipal levies, compared to the annual provincial transfer payment of approximately 0.5%;

AND WHEREAS in September 2018, the Auditor General of Ontario published their report on the Special Audit of the Niagara Peninsula Conservation Authority, with 20 recommendations to the conservation authority and 4 recommendations to the Ministry of the Environment, Conservation and Parks to improve governance, operations, policies and processes to strengthen the delivery of programs and services, which have been fully implemented by Niagara Peninsula Conservation Authority, who is committed to continuous improvement;

AND WHEREAS watershed municipalities benefit from having conservation authority staff available locally that know our watersheds, municipal staff, communities, Indigenous community representatives, developers, consultants, and environmental non-government agencies;

Now Therefore Be It Resolved:

THAT the NPCA Board of Directors (“the Board”) does not support the proposed “Western Lake Ontario Regional Conservation Authority” boundary configuration outlined in Environmental Registry Notice 025-1257 as the proposal lacks sufficient justification, would significantly diminish local governance, and fails to recognize the effectiveness and efficiencies already achieved within existing watershed-based models; and

AND THAT the Board affirms that large-scale regional consolidation is unnecessary, would introduce substantial transition costs, and would divert resources away from frontline watershed programs.

AND THAT the Board further asserts that restructuring at this scale would erode local decision-making, weaken municipal accountability, and disrupt long-standing community partnerships that are central to delivering responsive watershed management;

AND THAT the Board urges the Province to strengthen centralized standards, resources, and communication rather than undertaking broad structural amalgamation and to provide sustainable, predictable provincial funding across conservation authorities—particularly where gaps exist—to enable local conservation authorities to advance ongoing digitization and systemization work that has already resulted in improved efficiency and consistency in recent years;

AND THAT the Board requests that the Ministry engage meaningfully and collaboratively with affected municipalities, conservation authorities, and local First Nations before advancing any consolidation, to ensure that any changes reflect both local needs and the practical realities of implementation;

AND THAT the Board believes that the Province's proposed new online permitting portal can be implemented within the existing conservation authority framework without requiring structural amalgamation;

AND THAT this resolution be included as part of the Niagara Peninsula Conservation submission to the Environmental Registry of Ontario and forwarded to Niagara Region, the lower-tier municipalities within Niagara Region, City of Hamilton, Haldimand County, Mississaugas of the Credit First Nation, Six Nations of the Grand River, Niagara Peninsula Source Protection Committee, Association of Municipalities of Ontario (AMO), Rural Ontario Municipal Association (ROMA), local area MPPs, Conservation Ontario, and all Conservation Authorities in Ontario.

CARRIED

Discussion ensued regarding land ownership and potential options for their protection amidst uncertainty of new governance structures, lineage of landholdings, and land inventories recently completed as required under the *Conservation Authorities Act*.

Resolution No. FA-132-2025

Moved by: Robert Foster

Seconded by: Stew Beattie

THAT staff be directed to seek legal opinion pertaining to NPCA's land holdings and potential implications for NPCA's assets related to the proposed regional consolidation of conservation authorities

AND THAT legal opinion be brought forward to the Full Authority Meeting scheduled December 19, 2025 for the Board's consideration.

CARRIED

5. ADJOURNMENT

Chair Metcalfe adjourned the meeting at 11:20 a.m.



COUNCIL RESOLUTION

Date: Nov 25, 2025

Resolution No.: 380-25

Moved By: _____

Seconded By: _____

WHEREAS the Conservation Authorities Act (1946) enables municipalities to establish local conservation authorities, and when municipalities choose to form such authorities, they assume responsibility for governance and funding through the appointment of a Board of Directors and the provision of an annual levy to cover expenses;

AND WHEREAS the municipalities within Lakehead Region established the Neebing Valley Conservation Authority in 1954 which enlarged to the Lakehead Region Conservation Authority (LRCA) in 1963;

AND WHEREAS local municipalities currently provide approximately 50% of total conservation authority funding, while the Province of Ontario provides approximately 5%;

AND WHEREAS municipalities have governed their respective conservation authorities for decades, tailoring programs and services to local watershed needs, maintaining accountable service standards, and ensuring fair and predictable costs for ratepayers;

AND WHEREAS conservation authorities collectively own and manage thousands of hectares of land, much of which was donated by local residents and entrusted to conservation authorities as a personal legacy for long-term protection, stewardship, and the public good, with the expectation that such lands would be cared for by locally governed conservation authorities;

AND WHEREAS Bill 68 (Schedule 3) proposes the creation of the Ontario Provincial Conservation Agency, a Crown corporation that would assume governance responsibilities and consolidate Ontario's 36 conservation authorities into seven regional authorities, with municipal cost apportionment yet to be defined;

AND WHEREAS the Province already possesses the authority to establish overarching legislation, regulations, and standards through the *Conservation Authorities Act* and the Ministry of the Environment, Conservation and Parks;

NOW THEREFORE BE IT RESOLVED THAT the Municipality of Shuniah calls on the Government of Ontario to maintain local, independent, municipally governed, watershed-based conservation authorities to ensure strong local representation in decisions related to municipal levies, community-focused service delivery, and the protection and management of conservation lands;

AND THAT while the Municipality of Shuniah supports provincial goals for consistent permit approval processes, shared services, and digital modernization, imposing a new top-down agency structure

without strong local accountability and governance risks creating unnecessary cost, red tape, and bureaucracy, thereby undermining efficiency and responsiveness to local community needs;

AND THAT the Municipality of Shuniah supports efforts to balance expertise, capacity, and program delivery across the province, and requests that the Province work collaboratively with municipalities and local conservation authorities to determine the most effective level of strategic consolidation to achieve both provincial and local objectives;

AND THAT the Municipality of Shuniah is opposed to the proposed "Huron-Superior Regional Conservation Authority" boundary configuration outlined in Environmental Registry Notice 025-1257;

AND THAT the Municipality of Shuniah recommends that the Lakehead Region Conservation Authority form the "Northwestern Ontario Regional Conservation Authority";

AND THAT the Ministry engage directly with affected municipalities of the Lakehead Region Conservation Authority, before finalizing any consolidation boundaries or legislative amendments;

AND THAT a copy of this resolution be forwarded to the Environmental Registry of Ontario consultations and to the Minister of the Environment, Conservation and Parks and his Opposition critics, local MPPs, local MPs, the Association of Municipalities of Ontario (AMO), Conservation Ontario, All local municipalities, and All Conservation Authorities in Ontario. + Premier Ford.

☒ **Carried** ☐ **Defeated** ☐ **Amended** ☐ **Deferred**


Signature

Municipality of Shuniah, 420 Leslie Avenue, Thunder Bay, Ontario, P7A 1X8

November 26, 2025

Re: Bill 68 - Proposed New Ontario Provincial Conservation Agency and
ERO #025-1257

Adelaide Metcalfe

Bluelwater

Central Huron

Huron East

Lambton Shores

Lucan Biddulph

Middlesex Centre

North Middlesex

Perth South

South Huron

Warwick

West Perth

On October 31, 2025, the Ministry of the Environment, Conservation and Parks (MECP) circulated a media release “Ontario Creating New Conservation Authority Agency to Improve Service Delivery and Protect Communities”.

On November 6, 2025, Bill 68, Plan to Protect Ontario Act (Budget Measures), 2025 (No. 2) introduced changes to the Conservation Authorities Act enabling the creation of the Ontario Provincial Conservation Agency (OPCA). As proposed, the OPCA will be tasked with the streamlining and standardization of more consistent service delivery by setting provincewide standards and supporting those standards through improved tools, platforms and resources. The OPCA would be further tasked with overseeing the consolidation of the 36 Conservation Authorities (CAs), into 7 Regional Conservation Authorities.

On Friday, November 7th, the MECP posted Environmental Registry Notice No. 025-1257 (“Proposed Boundaries for the Regional Consolidation of Ontario’s Conservation Authorities”), the ERO posting remains open for public comment for a total of 45 days until December 22, 2025 at 11:59 p.m.

Under this proposal, the Ausable Bayfield Conservation Authority (ABCA) would be merged into a new proposed “Huron-Superior Regional Conservation Authority” together with the Maitland Valley CA, Saugeen Valley CA, Grey Sauble CA, Nottawasaga Valley CA, Lake Simcoe Region CA and the Lakehead Region CA (Thunder Bay), which will include 80 municipalities across the proposed region.

The ABCA (formerly the Ausable River Conservation Authority) was the first CA created almost 80 years ago by local municipalities, to provide local management of water, soils and natural environments within its rural watershed.

Watershed-based management, which is the founding principal of CA boundaries, is recognized internationally as the most effective means of balancing environmental, economic, and societal needs across the landscape. The watershed model is most

effective when implemented at a scale that is reflective of the local landscape and economic drivers. Watershed management, supported by strong local governance, breaks down boundaries, and provides a framework to work collaboratively to meet the needs of the community, and the environment. This framework, and strong local governance and support has led to 80 years of effective, and efficient watershed management.

The ABCA recognizes and supports the province's desired outcome of improved consistency and modernized digital permitting processes, aligned with its goals and objectives for cutting red tape and getting more homes built faster, and safely. However, as an alternative to the proposed large-scale regional consolidation, the ABCA encourages the Province to achieve their goals and objectives by building on the proven strengths and relationships of local CAs and its umbrella organization, Conservation Ontario.

The current framework provides the opportunity to share resources, improve consistency and modernization across the province, without the potential costs associated with amalgamating the 36 CAs into 7 regions. The ABCA encourages a more geographically coherent, cost-effective and locally accountable alternative through engagement with directly affected municipalities and CAs across Southwestern Ontario before finalizing any consolidation boundaries.

Further, any modernization of CAs through tools and consolidation should be supported with Provincial funding. In recent years, the average annual funding from the Province to ABCA's annual operations amounts to 1% of our total budget. Member municipalities fund approximately 30% of ABCA's budget. The remainder of our budget is funded primarily through partnerships and self generated revenue.

The ABCA Board of Directors, consisting of 9 Members who represent 12 municipalities, have unanimously expressed concern regarding effective local representation if CAs are amalgamated into larger regions. Under the current framework, our member municipalities have direct input into our local programs and services. The programs are delivered efficiently and effectively by knowledgeable staff in partnership with the community to meet our local environmental, economical and societal needs.

There is a significant amount of uncertainty with this proposal. To date, very few details regarding planned governance structure, local input, representation, budgeting, and CA assets have been shared. The ABCA is one of many CAs that has a supporting, charitable foundation, and clarity is needed around the future relationships with their partner CAs.

The ABCA Board of Directors encourages the MECP undertake a fulsome consultation process with both CAs, as well as municipalities before any decisions and changes are made as a result of the Province's proposal.

Attached is a resolution passed by the ABCA Board of Directors at their meeting held on November 20, 2025. The ABCA also encourages all partners to review the posting [ERO #025-1257 Proposed boundaries for the regional consolidation of Ontario's Conservation Authorities](#), and submit comments well in advance of the closing date of December 22, 2025.

For further information, please contact me by email through our office at info@abca.ca.

Sincerely,
AUSABLE BAYFIELD CONSERVATION AUTHORITY



Ray Chartrand
Chair

Encl.: ABCA Board Resolution #BD 80/25, November 20, 2025

Cc: The Honourable Todd McCarthy, Minister of the Environment, Conservation and Parks
The Conservation Authorities Office, Ministry of the Environment, Conservation and Parks
Hassan Bassit, Ontario's Chief Conservation Executive
Local Members of Provincial Parliament: The Honourable Lisa Thompson, Huron-Bruce, Minister of Rural Affairs; Steve Pinsonneault, Lambton-Kent-Middlesex; Matthew Rae, Perth-Wellington
Local Members of Parliament: Ben Lobb, Huron-Bruce; Lianne Rood, Middlesex-London; John Nater, Perth-Wellington
Local Municipalities and Counties
The Association of Municipalities of Ontario, and the Rural Ontario Municipal Association
The Ausable Bayfield Conservation Foundation
Conservation Ontario and All Conservation Authorities in Ontario

AUSABLE BAYFIELD CONSERVATION AUTHORITY**RESOLUTION #BD 80/25, November 20, 2025****Moved by Wayne Shipley****Seconded by David Jewitt**

WHEREAS the Ausable Bayfield Conservation Authority (ABCA) Board of Directors acknowledges and supports the Province's goals of improved efficiency of watershed management, through the implementation of digital applications and permitting system, consistent policies, flood standards, fees, and technology; and

WHEREAS consistent policies, and resources across the existing Conservation Authorities boundaries could be achieved through direction and tools such as technical guidelines provided by the Ministry of the Environment, Conservation and Parks; or Conservation Ontario; and

WHEREAS Conservation Authorities are locally based, grassroots organizations formed by municipal governments in response to the challenges posed by a changing landscape; especially, the increased exposure to flooding and erosion hazards and the resulting risks to lives and property. In the case of ABCA, this vision has proved a successful model for 80 years; and

WHEREAS the ABCA, with the guidance and support of our 12 Member Municipalities, demonstrates fiscal prudence in conservation delivery, ensuring stable growth through stable funding. ABCA has successfully leveraged funding to support programs and services that are locally important and are driven by community engagement through ABCA's Conservation Strategy and the Watershed Based Resource Management Strategy; and

WHEREAS Conservation Authorities across the Province operate efficiently by working in close partnership with approximately eight Member Municipalities for every one conservation authority. This structure enables resources to be directed toward on-the-ground initiatives that advance our mandate while addressing local community needs, achieving an effective balance in scale, management and service delivery; and

WHEREAS plans to regionalize conservation authorities through consolidation would dilute local accountability and municipal partnership and is contrary to the basic principle that decisions are best made closest to the communities they affect. Effective representation by municipal partners remains core to the success of conservation authorities. The ABCA, while not unique among conservation authorities in this respect, is effective in working with our community to support sustainable development, and keeping communities safe; and

WHEREAS being front-line means being responsive and accountable to the community by delivering the services that are essential and valued to the best interest of the community. The

front line of provincial priorities on housing, the economy, infrastructure, and climate resilience are in the decisions between municipalities working together to address issues around floodplain (and hazard) protection and resilient upland and landscape management. Further, ABCA staff and Board Members are responsive and accountable to the needs of the watershed community, while meeting or exceeding provincial service standards, and are reachable through publicly available contact information. Local governance and direction combined with local service provision allows ABCA to continue to be responsive to our community; and

WHEREAS consolidation will result in substantial transition costs, not the least of which is time. In all facets, that would divert resources from front-line service delivery and delay desired outcomes. Further, the loss of local watershed knowledge and community relationships will add greater uncertainty, loss of trust, and delay for our watershed residents. This includes the agricultural community, businesses, builders, developers, and our municipal partners that seek timely and effective local advice, which is provided through local pre-consultation; and

WHEREAS a proposed regional watershed would create a geographically vast and administratively complex organization when joining northern municipalities with those that are rural, such as ABCA, where agriculture is the main economic driver. The differences are distinguishable between the Lake Superior and Georgian Bay watersheds to those in Southwestern Ontario on the shores of Lake Huron. The ABCA serves Southwestern Ontario agricultural communities facing vastly different geographies, climate, and infrastructure realities which would be ill-served by a broad regional administrative structure. This would be considerably worse if local offices do not remain available and accountable to its membership, partners and the communities they serve.

THEREFORE, BE IT RESOLVED:

THAT the Ausable Bayfield Conservation Authority Board of Directors does not support the proposed “Huron-Superior Regional Conservation Authority” boundary configuration as outlined in Environmental Registry Notice 025-1257; and

FURTHER THAT meaningful modernization can occur within the current watershed-based governance framework; and

FURTHER THAT the ABCA Board endorses further provincial evaluation of a more focused specific model as a geographically coherent, cost-effective and locally accountable alternative that advances the government’s priorities of efficiency, red-tape reduction and timely home construction; and

FURTHER THAT the Board asks that the Ministry of the Environment, Conservation and Parks engage directly with affected municipalities and conservation authorities across Southwestern Ontario through a working group before finalizing any consolidation boundaries or legislative amendments; and

FURTHER THAT a forthcoming ERO response at the approval of the ABCA Board be forwarded to the Environmental Registry of Ontario consultations; and

FURTHER THAT a letter from the Chair containing this resolution, and ERO response, be forwarded to:

- the Minister of the Environment, Conservation and Parks and his Opposition critics,
- the Ministry of the Environment, Conservation and Parks (CA Office),
- Ontario's Chief Conservation Executive,
- local Members of Provincial Parliament,
- local Members of Parliament,
- Local Municipalities and Counties,
- The Association of Municipalities of Ontario, and the Rural Ontario Municipal Association,
- Ausable Bayfield Conservation Foundation, and
- Conservation Ontario and all Conservation Authorities in Ontario.

Carried.



CATFISH CREEK CONSERVATION AUTHORITY

8079 Springwater Road, RR# 5, Aylmer, Ontario N5H 2R4

PHONE: (519) 773-9037 • FAX: 519-765-1489

e-mail: admin@catfishcreek.ca • www.catfishcreek.ca

Re: Resolution (Bill 68 and ERO Posting 025-1257)

On October 31, 2025, the Ministry of Environment, Conservation and Parks (MECP) released a media statement titled “Ontario Creating New Conservation Authority Agency to Improve Service Delivery and Protect Communities,” announcing the Province’s intention to establish a new, board-governed Ontario Provincial Conservation Agency “[Ontario Creating New Conservation Authority Agency to Improve Service Delivery and Protect Communities | Ontario Newsroom](#)”. This new agency is expected to provide leadership, governance, and strategic oversight to all Conservation Authorities (CAs) across Ontario. The announcement was made without prior consultation with Conservation Authorities—including the Catfish Creek Conservation Authority (CCCA)—or with the watershed experts, municipal partners, and staff who possess decades of local, on-the-ground knowledge. For a watershed the size of Catfish Creek, which relies heavily on close local partnerships, this absence of engagement raises significant concerns about transparency and informed decision-making.

Shortly after this announcement, on November 6, 2025, the government introduced Bill 68, Plan to Protect Ontario Act (Budget Measures), 2025 (No. 2) “[Bill 68, Plan to Protect Ontario Act \(Budget Measures\), 2025 \(No. 2\) - Legislative Assembly of Ontario](#)”. The bill passed First Reading and is expected to move quickly through the Legislature, with enactment anticipated in early December 2025. Schedule 3 of Bill 68 proposes amendments to the Conservation Authorities Act to formally create the Ontario Provincial Conservation Agency, outlining its objects, governance structure, and funding model. For a smaller watershed authority like CCCA, these proposed changes represent substantial structural and operational shifts, the impacts of which have not yet been fully articulated by the Province.

On November 7, 2025, the MECP posted Environmental Registry of Ontario (ERO) posting #025-1257, Proposed boundaries for the regional consolidation of Ontario’s Conservation Authorities, with a public commenting period running to December 22, 2025 “[Proposed boundaries for the regional consolidation of Ontario’s conservation authorities | Environmental Registry of Ontario](#)”. This proposal reduces Ontario’s 36 Conservation Authorities to seven large regional entities. As a watershed-based agency, CCCA’s jurisdiction is defined by ecological and hydrological boundaries rather than municipal borders. The proposed regional map places Catfish Creek into an extremely large regional authority where watershed conditions, community needs, development pressures, and local priorities differ substantially from those of neighbouring watersheds. The geographic scale of this proposed region surpasses what is practical for meaningful representation of Catfish Creek’s specific watershed characteristics.

The consolidation proposal carries potentially significant implications for municipalities, residents, and partner organizations within the Catfish Creek watershed. No evidence-based analysis has been provided by the Province to justify the transition to such large regional entities, nor has a detailed rationale been offered for establishing a separate provincial oversight agency to replace functions historically carried out by a Ministry. The dissolution of 36 Conservation Authorities—including Catfish Creek—and the creation of shared provincial systems for finance, HR, IT, and administration would create substantial costs and added layers of complexity. Instead of streamlining service delivery, this approach may fragment existing networks and delay local decision-making.

The absence of meaningful consultation is especially concerning. If the Province intends to proceed transparently, then all existing Conservation Authorities, including Catfish Creek—should be fully engaged before legislation advances to Second and Third readings. At present, consultation is limited to the boundary-setting ERO posting. This leaves numerous critical questions unanswered. These include the funding model for the proposed Ontario Provincial Conservation Agency; the governance model for the new regional CAs and whether Catfish Creek’s municipalities will have adequate local representation; the feasibility of merging diverse watershed policies into a “one-size-fits-all” framework; and the risks associated with centralizing programs that are currently tailored to local watershed conditions, needs, and funding capacities.

Significant human-resource and organizational concerns also remain unresolved, including how staff redeployment will occur across large geographic distances; how charitable foundations that support individual conservation authorities will be affected; how dissolution may impact foundations’ status under the Income Tax Act; and how locally owned assets—such as conservation areas, infrastructure, and other capital holdings—will be transferred or managed under a regional model. For Catfish Creek, which manages a unique suite of natural areas and infrastructure on behalf of its partner municipalities, these uncertainties pose real operational risks.

Under the proposed regional structure, Catfish Creek would join an amalgamated entity encompassing numerous municipalities—far too many for any one watershed to maintain meaningful influence. This stands in contrast to CCCA’s current governance model, which ensures strong local representation and accountability to its participating municipalities. The proposed system risks creating an unwieldy regional board disconnected from the day-to-day realities of the Catfish Creek watershed, and it may dilute the ability of local municipal councils and residents to shape watershed priorities.

As the Province advances its consolidation plan, Catfish Creek Conservation Authority encourages the government to commit to full and meaningful consultation with municipalities regarding both the funding of the new Agency and the establishment of new regional conservation authorities. CCCA emphasizes the need to preserve a strong local voice accountable to watershed residents; maintain local expertise capable of delivering programming rooted in local conditions; retain accessible local offices;

provide clarity regarding the future of charitable foundations; and transparently disclose the anticipated costs of amalgamation. These measures are essential to safeguarding the long-standing, community-based watershed management model that has served the Catfish Creek region effectively for decades.

Attached to this correspondence is a resolution passed by the CCCA Board of Directors at a meeting held November 27, 2025.

Sincerely,



Morgaine Griffin
Chairperson
Catfish Creek Conservation Authority



Dusty Underhill
General Manager/ Secretary Treasurer
Catfish Creek Conservation Authority

Attached: CCCA Recommendation Resolution

CC: The Honourable Todd McCarthy, Minister of the Environment, Conservation and Parks
Rob Flack, MPP (Elgin, Middlesex, London); Ernie Hardeman MPP (Oxford);
Local Municipal Councils
Chief Todd Cornelius, Oneida Nation
Association of Municipalities of Ontario
Conservation Ontario
Conservation Authorities in Ontario
Local environmental groups and other stakeholders

Moved By: Paul Buchner

Seconded By: Arthur Oslach

WHEREAS the Ministry of the Environment, Conservation and Parks has posted Environmental Registry Notice No. 025-1257 (“Proposed Boundaries for the Regional Consolidation of Ontario’s Conservation Authorities”), proposing to reduce Ontario’s 36 conservation authorities to 7 regional entities as part of a broader restructuring that would create a new Ontario Provincial Conservation Agency to provide centralized oversight and direction under the *Conservation Authorities Act*; and

WHEREAS under this proposal, the Catfish Creek Conservation Authority (CCCA) would be merged into a new “Lake Erie Regional Conservation Authority” together with the:

- Lower Thames Valley CA
- St. Clair Region CA
- Upper Thames River CA
- Kettle Creek CA
- Essex Region CA
- Long Point Region CA
- Grand River CA

forming a single organization stretching from Windsor, Essex County and Pelee Island, through north of Waterloo region; and

WHEREAS the Board acknowledges and supports the Province’s goals of improved efficiency, consistency and fiscal prudence in conservation delivery, but finds that the proposed “Lake Erie Region” configuration would:

1. Create a geographically vast and administratively complex entity, joining northern, rural and fast-growing southern municipalities throughout the province with little shared watershed connection or economic alignment;
2. Dilute local accountability and municipal partnership, contrary to the principle that decisions are best made closest to the communities they affect;

3. Generate substantial transition costs, including human-resources integration, governance restructuring, IT migration and policy harmonization, that would divert resources from front-line service delivery and delay measurable outcomes, contrary to the Province's own business-planning principles of value for money, cost containment and service continuity; and,
4. Risk greater uncertainty and delay for builders, developers and farmers, as local permitting offices and staff familiar with site conditions are replaced by distant regional structures, making it harder for applicants to obtain timely local advice, resolve issues or expedite housing and infrastructure approvals that support the Province's "Get It Done" agenda; and

WHEREAS the CCCA has already undertaken significant modernization work aligned with provincial objectives, including:

- implementation of a digital permitting and inspection system that has reduced turnaround times;
- improvements in transparency and client communication;
- data and network systems, including security and redundancy
- numerous internal reviews to identify opportunities for cost savings and efficiencies
- conversion of redundant support and non-mandatory positions to front-line mandatory service positions
- demonstrating that meaningful modernization can occur within the current watershed-based governance framework; and

WHEREAS the Board further recognizes that the Catfish Creek Conservation Authority serves Southwestern Ontario communities facing vastly different climatic, hydrological and infrastructure realities, which would be ill-served by a larger overarching administrative structure extending over 300 kilometers to townships north of the Kitchener-Waterloo Guelph area;

THEREFORE BE IT RESOLVED THAT:

The Board of Directors does not support the proposed "Lake Erie Regional Conservation Authority" boundary configuration outlined in Environmental Registry Notice 025-1257; and

The Board instead endorses further provincial evaluation of a more focused specific model as a geographically coherent, cost-effective and locally accountable alternative

that advances the government's priorities of efficiency, red-tape reduction and timely housing delivery; and

The Board requests that the Ministry engage directly with affected municipalities and conservation authorities across Southwestern Ontario most specifically, the municipalities within the Catfish Creek administrative area before finalizing any consolidation boundaries or legislative amendments; and

That this resolution, with a letter from the Chair, be forwarded to the Environmental Registry of Ontario consultations and to:

the Minister of the Environment, Conservation and Parks and his Opposition critics;

- local Members of Provincial Parliament;
- local Municipal Councils
- the Association of Municipalities of Ontario and Conservation Ontario;
- local First Nations
- local environmental groups and other stakeholders, and
- all Conservation Authorities in Ontario

CARRIED

*Mission Statement: "To communicate and deliver resource management services and programs
In order to achieve social and ecological harmony for the watershed"*



COUNCIL SERVICES DEPARTMENT

IN REPLY, PLEASE REFER
TO OUR FILE NO. _____

November 28, 2025

Honourable Doug Ford
Premier of Ontario
Premier's Office
Room 281, Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Dear Premier Ford,

Windsor City Council, at its meeting held November 24, 2025, adopted the following resolution:

Decision Number: CR481/2025

WHEREAS Ontario's Conservation Authorities play a critical role in watershed management, environmental protection, flood mitigation, and public safety across the province; and,

WHEREAS the Province of Ontario has introduced Bill 68, which contains significant and far-reaching amendments to the *Conservation Authorities Act* that would alter governance structures, decision-making authorities, and municipal participation in conservation authority oversight; and,

WHEREAS the proposed changes were introduced within an omnibus bill without the benefit of a standalone legislative process that would allow for comprehensive public input, stakeholder consultation, or sufficient scrutiny regarding their long-term environmental, financial, and public safety implications; and,

WHEREAS municipalities are key partners in watershed management and must retain a strong, meaningful voice in any new governance model to ensure that local knowledge, local priorities, and local risks are fully considered in provincial decision-making; and,

WHEREAS the potential impacts of the proposed amendments may increase risks to the public related to flooding, erosion, natural heritage loss, and environmental degradation if not properly analyzed and addressed through an open and transparent legislative process; and,

THEREFORE BE IT RESOLVED THAT the Council of the City of Windsor strongly urge the Provincial Government of Ontario to withdraw all sections of Bill 68 related to amendments to the *Conservation Authorities Act*; and,

BE IT FURTHER RESOLVED THAT the Province be requested to re-introduce any proposed changes as a standalone bill, to proceed through the full and regular legislative process—including First and Second Readings, Committee review, stakeholder submissions, and public consultation—to ensure that the impacts on watershed management, environmental protection, and public safety are fully and transparently considered; and,

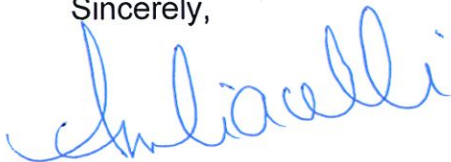
BE IT FURTHER RESOLVED THAT the Province ensure that any future governance framework for Ontario's Conservation Authorities includes robust and clearly defined municipal representation, recognizing municipalities as essential partners in protecting watersheds and mitigating environmental risks; and,

BE IT FINALLY RESOLVED THAT a copy of this motion be forwarded to the Premier of Ontario, the Minister of the Environment, Conservation and Parks, local Members of Provincial Parliament, the Association of Municipalities of Ontario (AMO), the Essex Region Conservation Authority (ERCA), and all Ontario municipalities and Conservation Authorities for their information and support.

Carried.

Your consideration to Windsor City Council's resolution would be most appreciated.

Sincerely,



Anna Ciacelli
Deputy City Clerk and Supervisor of Council Services
AC/lh

cc: Mr. Todd McCarthy, the Minister of the Environment, Conservation and Parks
Mr. Harb Gill, Member of Parliament, Windsor West
Ms. Kathy Borrelli, Member of Parliament, Windsor-Tecumseh-Lakeshore
Mr. Andrew Dowie, Member of Provincial Parliament, Windsor-Tecumseh
Ms. Lisa Gretzky, Member of Provincial Parliament, Windsor West
Association of Municipalities of Ontario (AMO)

Tim Byrne, Chief Administrative Officer & Secretary Treasurer, Board of Directors, Essex Region Conservation Authority (ERCA)
Nicole Kupnicki, Manager, Human Resources & Council Services of the Essex Region Conservation Authority
All Ontario municipalities and Conservation Authorities

December 9, 2025

RE: ERO Posting 025-1257: Proposed Boundaries for the Regional Consolidation of Ontario's Conservation Authorities

Dear Sir/Madam,

On behalf of the Board of Directors of Credit Valley Conservation (CVC), I am writing to share the Board-approved resolution and CVC's formal submission to the Environmental Registry of Ontario regarding Posting 025-1257: *Proposed Boundaries for the Regional Consolidation of Ontario's Conservation Authorities*, as well as comments related to Bill 68 and the establishment of the Ontario Provincial Conservation Agency (OPCA).

CVC's position is grounded in over seven decades of watershed management experience, strong municipal partnerships, and a proven record of high-quality service delivery. We have identified substantial governance, financial, operational, and environmental risks associated with the proposed consolidation of Ontario's conservation authorities. While we support modernization, consistency and increased capacity across the conservation sector, the Board is concerned that the proposal, as currently structured, will unintentionally weaken local decision-making, disrupt effective service delivery and reduce municipal oversight.

Our Board is also strongly aligned with municipal and sector partners in emphasizing the need for:

- Meaningful municipal representation and preserved local governance
- Clear and sustainable funding for transition costs and OPCA operations
- Protection of conservation authority land ownership and public access to greenspace
- Continuity of critical watershed services, including flood forecasting, permitting and source water protection
- A modernization approach that builds on the strengths of high-performing conservation authorities like CVC

The Board respectfully requests that the province fully assess governance, financial, operational and land-related implications before finalizing any decisions on regionalization, and to carefully evaluate whether the stated modernization objectives can be more effectively achieved through enhanced provincial coordination and the OPCA without restructuring existing conservation authorities.

We are committed to working collaboratively with our municipal partners, neighbouring conservation authorities, Conservation Ontario and the province to ensure that any future changes strengthen, rather than compromise, watershed

resilience, natural hazard management, and the delivery of public services our communities rely on.

Should you have questions or wish to discuss the submission further, please do not hesitate to contact me or CVC's Chief Administrative Officer, Terri LeRoux (terri.leroux@cvc.ca)

Sincerely,

A handwritten signature in blue ink, reading "Michael Palleschi". The signature is fluid and cursive, with the first name "Michael" and last name "Palleschi" clearly distinguishable.

Councillor Michael Palleschi
Chair, CVC Board of Directors

Enclosure

ERO Submission: CVC Response to Posting #025-1257

Proposed Boundaries for the Regional Consolidation of Ontario's Conservation Authorities

Credit Valley Conservation (CVC) appreciates the opportunity to comment on Ontario's proposal to consolidate 36 Conservation Authorities (CAs) into seven Regional Conservation Authorities (RCAs). This submission provides evidence-based feedback intended to support sound policy development, protect public interest, and ensure effective watershed management.

CVC does **not support** consolidation as proposed. While consolidation may improve equity and service delivery in some regions, the proposed boundaries introduce significant governance, financial, operational, and service-delivery risks for high-capacity conservation authorities like CVC that are effectively supporting safe, sustainable growth.

Before proceeding with consolidation, the Province is encouraged to fully evaluate whether modernization goals could be achieved through enhanced provincial coordination, standardized approaches, and digital integration delivered through the new Ontario Provincial Conservation Agency (OPCA)—without restructuring the existing CA network.

1. Key Factors for a Successful Transition and Outcome

a. Preserve Local Municipal Governance and Decision-Making

The proposed Western Lake Ontario RCA (WLORCA) would encompass 27 local municipalities and nearly 3 million residents. This scale risks diluting local municipal representation, particularly for smaller and rural communities.

CVC currently receives significant benefit-based apportionment from Peel Region; under consolidation, Peel's influence—and its ability to ensure alignment with local priorities—would be substantially reduced. This represents a major financial and service risk.

Bill 68 grants the OPCA broad directive-making authority across governance, strategy, budget, and operations. Without safeguards, these directives could supersede municipal oversight and centralize decision-making.

b. Provide Dedicated Provincial Funding for the Transition and OPCA

Merging four large, municipally governed corporations without funding is unprecedented. Costs will be substantial, including:

- IT and data system integration
- HR and union harmonization
- Fee and policy alignment
- Corporate service model consolidation

- Rebranding, signage, and legal transitions
- Asset and liability assessment

Expecting municipalities to fund these costs while simultaneously reducing their influence is untenable. CVC's Board underscores the need for full provincial funding, transparent cost estimates, and clarity on OPCA funding and representation.

c. Preserve CA Land Ownership and Public Greenspace

Messages from MECP have indicated that land title would reside with the proposed RCA and not the province. Municipalities rely on CAs to secure and manage greenspace. Transferring ownership from current CA's to the new RCA's risks legal complexity, reduced access, and long-term impacts on ecological integrity and community use.

d. Harmonize RCA, Municipal, and Source Protection Boundaries

The proposed boundaries fragment several municipalities within CVC's jurisdiction and do not align with the CTC Source Protection Region. Boundary inconsistencies will complicate planning, permitting, emergency management, and municipal collaboration.

e. Protect and Leverage High-Performing CAs

CVC is a high-performing CA that delivers:

- 99% compliance with permit timelines
- An average permit decision time of 11 days
- Modern digital permitting, robust hazard mapping, and strong technical guidelines
- Transparent budgeting and governance
- Effective municipal partnerships

Consolidation risks weakening well-functioning systems through administrative complexity and diluted oversight. Instead, high-performing CA's like CVC can be leveraged as models for best practices, sharing expertise, systems, and processes across the province to improve efficiency and consistency without compromising their local effectiveness.

f. Align with Other Provincial Reforms

The proposal intersects with Bill 68 (OPCA creation), Bill 60 (Peel water/wastewater restructuring), and Source Protection boundaries. Integrated planning across these reforms is critical to avoid regulatory gaps.

2. Potential Opportunities or Benefits

Opportunities may be possible, but they must be viewed realistically and supported by evidence to ensure the benefits outweigh the risks and costs associated with amalgamation.

a. Potential for Greater Technical Consistency

Consistency in certain hazard standards or shoreline management could benefit smaller CAs. CVC already meets or exceeds provincial expectations for hazard mapping, permitting, and watershed science.

b. Shared Technical Capacity

CVC's strong technical programs may support other regions if resources and governance enable effective collaboration.

c. Digital Modernization and Common Systems

Integrated GIS, monitoring, and performance systems are valuable goals. These could be achieved without amalgamation. Benefits depend entirely on provincial investment and retention of high-performing systems such as CVConne - CVC's digital platform that allows residents, municipalities, and partners to apply for permits, access watershed data, and view hazard maps online, improving efficiency, transparency, and service delivery.

d. Potential Back-Office Efficiencies (Long Term)

Some efficiencies may emerge over time; however, consolidating four distinct corporate service models will take years, require substantial funding and planning, and many of these efficiencies could likely be achieved more quickly and effectively through OPCA oversight rather than full regional consolidation.

e. Opportunity to Expand CA Jurisdiction Province-Wide

The proposal does not extend CA jurisdiction to currently unserved areas, representing a missed opportunity.

3. Governance Structure Considerations

a. Create a Governance Model That Is Functional and Fair

Applying current legislative population formulas would produce a WLORCA Board exceeding 60 members, which is unmanageable and ineffective. A workable Board should be:

- Under 30 members
- Reflective of population, levy contribution, land base, watershed complexity, and service demand
- Structured to preserve meaningful local influence

b. Maintain Municipal Appointment Authority

Appointments must remain municipal to ensure transparency, accountability, and local alignment.

c. Clarify OPCA's Authority and Limits

The governance model must clearly define:

- Decisions reserved for the RCA Board
- The scope and limits of OPCA directives
- How oversight, appeals, and land decisions will function

Board members expressed strong concern about centralization of authority at the provincial level.

4. Maintaining a Transparent and Consultative Budgeting Process

a. Require Full Disclosure of Assets, Liabilities, and Capital Obligations

The four participating CAs differ significantly in landholdings, infrastructure, and capital backlogs. Transparent asset transfer and financial due diligence are essential.

b. Ensure Tax Fairness Through Apportionment

Given high property values in CVC's watershed, municipalities risk subsidizing other areas without a clear and equitable apportionment model.

c. Fully Fund the Transition Provincially

Costs for integration—IT, HR, capital, data, governance, and branding—are extensive and must not fall to municipalities.

d. Engage Municipalities in Budget Development

Budgeting must be transparent, co-developed, and grounded in clear service-level commitments. Variations in land type, fee structures, property assessment, and asset conditions must all be accounted for.

5. Maintaining and Strengthening Local Relationships

a. Retain Local Presence

Local offices and staff are essential for timely permitting, program delivery, operations, community engagement, and effective stewardship.

b. Protect Local Programs

Locally delivered conservation authority programs such as Sustainable Neighbourhood Action Plan (SNAP), tree planting, education, and trail stewardship are rooted in community identity. They must be preserved.

c. Ensure Continuity of Emergency and Hazard Services

Flood forecasting and monitoring systems are critical public safety functions that must not be disrupted. Phased implementation and performance monitoring are essential.

d. Preserve Community Access to Greenspace

Many municipalities rely on CA lands for recreation because local acquisition is cost prohibitive. Any centralization or asset disposition would jeopardize public benefit, as decisions made at a regional or provincial level may not reflect local community needs or priorities.

e. Maintain Trust Through Engagement

Strong communication, responsive service, and meaningful municipal oversight are essential to maintaining public confidence. Conservation authorities like CVC have over 70 years of community history and identity, and public trust and association must be maintained.

Conclusion

CVC supports modernization, consistency, and improved capacity across Ontario's conservation sector. However, consolidation as proposed carries significant risks that outweigh potential benefits without:

- Strong provincial funding
- Clear governance and municipal representation
- Preservation of local decision-making
- Protection of CA lands
- Alignment with other provincial reforms
- Respect for the performance and capacity of existing high-functioning CAs

CVC encourages the province to fully assess governance, financial, operational, and land-related implications and to evaluate whether modernization goals can be met through the OPCA and enhanced coordination rather than regional consolidation.

Resolution

Date: November 28, 2025
Resolution No. #115/25

Moved By: Michael Palleschi
Seconded By: Fred Nix

#115/25

WHEREAS the Province of Ontario has posted Environmental Registry of Ontario (ERO) Posting #025-1257 proposing the consolidation of Ontario's 36 Conservation Authorities into 7 Regional Conservation Authorities; and

WHEREAS the proposed Western Lake Ontario Regional Conservation Authority would consolidate Credit Valley Conservation (CVC) with Conservation Halton, Hamilton Conservation Authority, and Niagara Peninsula Conservation Authority, resulting in significant changes to governance, service delivery, financial structures, land management, and municipal oversight; and

WHEREAS CVC staff have undertaken a preliminary review and analysis of the proposed consolidation, including governance, operational, financial, and watershed impacts, and have prepared a response outlining CVC's concerns, risks, and recommendations; and

WHEREAS the proposed consolidation raises substantial risks related to local decision-making authority, municipal representation, transition funding, asset ownership, alignment with other provincial reforms, and the protection of local programs, community services, and public greenspace; and

WHEREAS CVC is a high-performing Conservation Authority with established excellence in regulatory compliance, watershed science, digital modernization, municipal partnership, and service delivery, and therefore any provincial restructuring must protect and build upon these strengths; and

WHEREAS it is in the best interest of CVC's watershed communities, municipal partners, and Board of Directors that CVC's submission to the ERO reflect clear, evidence-based analysis and fully communicate the governance, financial, operational, and environmental implications of the proposal;

THEREFORE BE IT RESOLVED THAT the Board of Directors approves Credit Valley Conservation's submission to the Environmental Registry of Ontario in response to Posting #025-1257, Proposed Boundaries for the Regional Consolidation of Ontario's Conservation Authorities; and

THAT the Board directs staff to submit the approved response to the Ministry of the Environment, Conservation and Parks (MECP) prior to the consultation deadline; and

THAT the Board further directs staff to provide the final ERO submission to all Credit Valley Watershed municipal partners for their information and to continue to coordinate with neighbouring Conservation Authorities and Conservation Ontario on matters of shared impact; and

Resolution

Date: November 28, 2020
Resolution No. 115/25

Page 2

THAT the Board affirms that any provincial restructuring of Conservation Authorities must:

- Preserve meaningful municipal governance and local decision-making;
- Protect CA land ownership and public access to greenspace;
- Provide full provincial funding for RCA transition costs and for the operational costs of the Ontario Provincial Conservation Agency;
- Maintain uninterrupted delivery of critical watershed and public safety functions; and
- Recognize and safeguard the performance and capacity of high-functioning, high-performing Conservation Authorities such as CVC.

AND THAT the Board requests that the province fully assesses governance, financial, operational, and land implications of the proposed consolidation and consider whether modernization objectives can be achieved through strengthened provincial coordination and the Ontario Provincial Conservation Agency without amalgamation; and

THAT the Board requests direct engagement by the province with CVC, its municipalities, and other affected conservation authorities before any final consolidation decisions or legislative amendments are made; and

THAT this resolution, accompanied by a letter from the Chair, be forwarded to:

- Environmental Registry of Ontario consultations;
- Minister of the Environment, Conservation and Parks and opposition critics;
- Local Members of Provincial Parliament;
- Association of Municipalities of Ontario and Conservation Ontario;
- All local municipalities within the Credit Valley Watershed; and
- All Conservation Authorities in Ontario.

AND FURTHER THAT this resolution and the approved submission be included in the official record of the Board

Original signed Michael Palleschi, Chair CVC Board of Directors

UNANIMOUSLY CARRIED

December 12, 2025

CL 17-2025, December 11, 2025

DISTRIBUTION LIST

SENT ELECTRONICALLY

Regional Consolidation of Ontario's Conservation Authorities

Regional Council, at its meeting held on December 11, 2025, passed the following resolution:

That Correspondence Item CL-C 77-2025, dated December 5, 2025, respecting Niagara Peninsula Conservation Authority (NPCA) Position on the Regional Consolidation of Ontario's Conservation Authorities, **BE RECEIVED**;

1. That Niagara Region **FORMALLY OPPOSES** the proposed amalgamation of Conservation Authorities as outlined in ERO 025-1257;
2. That the Regional Chair **BE DIRECTED** to send a letter to the Minister of Environment, Conservation and Parks calling upon the Province of Ontario to:
 - a) Maintain the current watershed-based governance model and to strengthen centralized standards, resources, and communication rather than undertaking broad structural amalgamation;
 - b) Provide sustainable, predictable provincial funding across conservation authorities to enable local CAs to advance ongoing digitization and systemization work that has already resulted in improved efficiency and consistency in recent years; and
 - c) Engage meaningfully and collaboratively with affected municipalities, CAs, and local First Nations before advancing any changes for CAs to ensure that any changes reflect both local needs and the practical realities of implementation; and
3. That a copy of this resolution **BE FORWARDED** to the Premier of Ontario, the Minister of the Environment, Conservation and Parks, the Minister of Municipal Affairs and Housing, all local MPPs, the Association of Municipalities of Ontario (AMO), Conservation Ontario, Hamilton Conservation Authority, Grand River Conservation Authority, Niagara Peninsula Conservation Authority and Conservation Halton.

A copy of Correspondence Item CL-C 77-2025 is enclosed for your reference.

Yours truly,



Ann-Marie Norio
Regional Clerk

:kl

CLK-C 2025-135

Distribution List

- Premier of Ontario
- Minister of the Environment, Conservation and Parks
- Minister of Municipal Affairs and Housing
- Local MPPs
- Association of Municipalities of Ontario (AMO)
- Conservation Ontario
- Hamilton Conservation Authority
- Grand River Conservation Authority
- Niagara Peninsula Conservation Authority
- Conservation Halton



December 5, 2025

SENT ELECTRONICALLY

3350 Merrittville Hwy. Unit 9
 Thorold Ontario L2V 4Y6
 905.788.3135 | info@npca.ca | npca.ca

RE: NPCA Position on the regional consolidation of Ontario's conservation authorities

Please be advised that at the NPCA's Special Meeting held on December 5, 2025, the following resolution was passed:

Resolution No. FA-131-2025

Moved by: Stew Beattie

Seconded by: Brian Grant

WHEREAS the municipalities of the Niagara Peninsula watershed agreed to form the Niagara Peninsula Conservation Authority in 1959 under the *Conservation Authorities Act* to protect people, property, farmland and natural resources through watershed-based decision making informed by local science and knowledge, and municipal representation;

AND WHEREAS the Provincial Government has amended the *Conservation Authorities Act* through Bill 68 "Plan to Protect Ontario (Budget Measures)" that allows for establishing the Ontario Provincial Conservation Agency to oversee the transition to Regional Conservation Authorities, and direct the strategic direction, finances, and operational activities of the new Regional Conservation Authorities, imposing additional costs on municipalities to fund the Agency via fees levied on the new Regional Conservation Authority;

AND WHEREAS the Ministry of the Environment, Conservation and Parks has posted Environmental Registry Notice No. 025-1257 ("Proposed Boundaries for the Regional Consolidation of Ontario's Conservation Authorities"), proposing to reduce Ontario's 36 conservation authorities to 7 regional entities as part of a broader restructuring;

AND WHEREAS under this proposal, the Niagara Peninsula Conservation Authority would be consolidated into a new "Western Lake Ontario Regional Conservation Authority" together with the Hamilton Conservation Authority, Halton Region Conservation Authority and Credit Valley Conservation, forming a single organization extending along the western Lake Ontario shoreline from Niagara through Halton and Peel, encompassing urban and rural watershed that support the Greater Toronto-Hamilton corridor;

AND WHEREAS the proposed "Western Lake Ontario Regional Conservation Authority" is to span approximately 4,900 square kilometres and serve 28 municipalities comprised of nearly 2 million people, thereby risking local representation and the delivery of locally-focused programs and services;

AND WHEREAS the participating municipalities lying within NPCA's jurisdiction fund approximately 52% of the annual operating budget of NPCA through municipal levies, compared to the annual provincial transfer payment of approximately 0.5%;



December 5, 2025

SENT ELECTRONICALLY

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AND WHEREAS in September 2018, the Auditor General of Ontario published their report on the Special Audit of the Niagara Peninsula Conservation Authority, with 20 recommendations to the conservation authority and 4 recommendations to the Ministry of the Environment, Conservation and Parks to improve governance, operations, policies and processes to strengthen the delivery of programs and services, which have been fully implemented by Niagara Peninsula Conservation Authority, who is committed to continuous improvement;

AND WHEREAS NPCA has consistently met provincial permitting review standards 96% of the time;

AND WHEREAS watershed municipalities benefit from having conservation authority staff available locally that know our watersheds, municipal staff, communities, Indigenous community representatives, developers, consultants, and environmental non-government agencies;

Now Therefore Be It Resolved:

THAT the NPCA Board of Directors (“the Board”) does not support the proposed “Western Lake Ontario Regional Conservation Authority” boundary configuration outlined in Environmental Registry Notice 025-1257 as the proposal lacks sufficient justification, would significantly diminish local governance, and fails to recognize the effectiveness and efficiencies already achieved within existing watershed-based models; and

AND THAT the Board affirms that large-scale regional consolidation is unnecessary, would introduce substantial transition costs, and would divert resources away from frontline watershed programs.

AND THAT the Board further asserts that restructuring at this scale would erode local decision-making, weaken municipal accountability, and disrupt long-standing community partnerships that are central to delivering responsive watershed management;

AND THAT the Board urges the Province to strengthen centralized standards, resources, and communication rather than undertaking broad structural amalgamation and to provide sustainable, predictable provincial funding across conservation authorities—particularly where gaps exist—to enable local conservation authorities to advance ongoing digitization and systemization work that has already resulted in improved efficiency and consistency in recent years;

AND THAT the Board requests that the Ministry engage meaningfully and collaboratively with affected municipalities, conservation authorities, and local First Nations before advancing any consolidation, to ensure that any changes reflect both local needs and the practical realities of implementation;



December 5, 2025

SENT ELECTRONICALLY

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AND THAT the Board believes that the Province's proposed new online permitting portal can be implemented within the existing conservation authority framework without requiring structural amalgamation;

AND THAT this resolution be included as part of the Niagara Peninsula Conservation submission to the Environmental Registry of Ontario and forwarded to Niagara Region, the lower-tier municipalities within Niagara Region, City of Hamilton, Haldimand County, Mississaugas of the Credit First Nation, Six Nations of the Grand River, Niagara Peninsula Source Protection Committee, Association of Municipalities of Ontario (AMO), Conservation Ontario, local area MPPs, and all Conservation Authorities in Ontario.

CARRIED

A copy of the submission for NPCA Comments on ERO #025-1257 has been attached for your convenience.

Sincerely,

Melanie Davis
Manager, Office of the CAO & Board
Niagara Peninsula Conservation Authority

cc: Leilani Lee-Yates, Chief Administrative Officer/Secretary-Treasurer



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December 5, 2025

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

Sent Via Email: ca.office@ontario.ca

RE: Niagara Peninsula Conservation Authority (NPCA) Comments on ERO #025-1257 – Proposed Boundaries for the Regional Consolidation of Ontario’s Conservation Authorities

Thank you for the opportunity to provide comments on the proposed boundaries and criteria for the regional consolidation of Ontario’s Conservation Authorities (CAs). On Nov. 27, 2025, Bill 68, *Plan to Protect Ontario Act (Budget Measures), 2025 (No.2)* received Royal Assent and the amendments to the *Conservation Authorities Act* allow for the establishment of the Ontario Provincial Conservation Agency (OPCA). It is our understanding the OPCA is intended to:

- Streamline and standardize service delivery by setting clear, province-wide performance standards;
- Support the consistent application of provincial standards for assessing, managing and mitigating flood risks across Ontario, including managing centralized data, updated floodplain mapping and overseeing improved maintenance of CA-managed infrastructure like dams, to manage flood and other natural hazards;
- Develop a single, digital permitting platform to provide a faster, more predictable approvals process and improved customer service, while maintaining high environmental standards;
- Develop clear performance goals of CAs to report on annually to support continuous improvements; and
- Oversee the implementation of a regional watershed-based consolidation of CAs, following consultation with the public, municipalities, and other partners including Indigenous communities.

Further, on November 7, 2025, the Province posted a policy proposal to consolidate Ontario’s 36 CAs into seven Regional Conservation Authorities (RCAs) on the Environmental Registry of Ontario (ERO) and is seeking feedback on proposed boundaries and the criteria applied to inform the proposed boundaries, with a deadline of December 22, 2025. The seven proposed RCAs are Lake Erie RCA, Huron-Superior RCA, Western Lake Ontario RCA, Central Lake Ontario RCA, Eastern Lake Ontario RCA, St. Lawrence RCA, and Northeastern Ontario RCA.

Under this proposal, NPCA would fall under the Western Lake Ontario RCA, along with Hamilton Conservation Authority (HCA), Conservation Halton (CH) and Credit Valley Conservation (CVC). The boundaries of the Western Lake Ontario RCA extend along the western Lake Ontario shoreline from Niagara through Halton and Peel, encompassing urban and rural watersheds that support the Greater Toronto-Hamilton corridor. The RCA is primarily based on the western portion of the Northern Lake Ontario and Niagara River Secondary Watershed.

The proposed Western Lake Ontario RCA would also include the Niagara Peninsula Source Protection Area, Halton-Hamilton Source Protection Region and Credit Valley Source Protection Area (which belongs to the Credit Valley – Toronto and Region – Central Lake Ontario Source Protection Region).

NPCA staff and Board of Directors appreciate the engagement sessions organized by Todd McCarthy, Minister of Environment, Conservation and Parks, Hassaan Basit, Chief Conservation Executive, and MECP staff to provide further information on the provincial proposal and role of OPCA. NPCA senior leadership has engaged with NPCA and municipal staff and reached out to Indigenous partners (Mississaugas of the Credit First Nation (MCFN), Six Nations of the Grand River, and Niagara Region Métis Council) to inform them of the provincial proposal and how we may continue to work together during any transition process. NPCA was circulated comments prepared by MCFN staff, dated Dec. 1, 2025, and we agree with and support their comments and concerns.

While we support the proposed provincial investments in technology, standardization and modernization, the proposed RCA framework would create complexities and risks to local municipal representation and decision-making, local expertise, and delivery of programs and services. Given the proposed criteria and boundaries for the RCAs and the uncertainties and risks associated with the proposal, the NPCA does not support the proposed RCA framework. Comments and concerns related to the proposal are highlighted below. Detailed responses to the questions included in the ERO posting are provided in Appendix I. NPCA Board of Directors Resolution FA-131-2025 is appended as Appendix II.

Justification for a Regional Conservation Authority Framework

While it is understood that OPCA and the proposed RCA framework are intended to help get shovels in the ground faster on building homes and other local infrastructure projects while strengthening the vital role CAs play in managing watersheds and protecting communities from floods and natural hazards, CAs have not benefited from reviewing any assessments or analyses that have determined the need to restructure Ontario's current CA framework. With the various amendments to the *Conservation Authorities Act* and the standardization of regulated areas and development permit requirements through *Ontario Regulation 41/24*, CAs have been responsive to implement legislative changes and improve policies and processes through a coordinated approach.

For the NPCA and stemming from the 2018 Auditor General of Ontario report of the NPCA, we have undertaken tremendous work over the last several years to improve our governance, operations, policies and processes to strengthen the delivery of programs and services. NPCA has implemented all 20 recommendations within the Auditor General report and is focused on continuous improvements through updating planning and permitting policies, updating corporate policies, developing new guiding strategies, enhancing procedures, and implementing other modernization initiatives, including investments in software and data management. We have set an example for how CAs can implement best management practices and we remain committed to improving the delivery of our programs and services for the health and well-being of our local watersheds and communities.

Currently, NPCA is meeting provincial government set timelines for issuing development permits 96% of the time and continues to coordinate with municipal partners and developers while taking a solutions-focused approach to improving service delivery. We have invested in a permit management system, CityView, and will soon launch an online portal for permit submissions and tracking. We have also been investing in creating new and updated floodplain mapping as well as maintaining our online regulation mapping and open data

portal. For NPCA, it would be more beneficial to have clearer goals and guidelines that are evidence-based to drive further modernization and streamlining than restructure the CA framework. With the current CA framework in place, OPCA could provide added value by coordinating future enhancements across the CAs.

Governance of Regional Conservation Authorities

The proposed Western Lake Ontario RCA would cover approximately 490,000 ha of land and a population of nearly two million people. The new regional watershed-based boundaries would include portions of five upper-tier municipalities (Niagara, Halton, Peel, Dufferin and Wellington), three single-tier municipalities (Hamilton, Haldimand, and Toronto), and 25 lower-tier municipalities. Currently, the four governing Boards of Directors include a total of 53 members. While all four CAs offer similar watershed-based programs and services, they are scaled to unique local community needs and watershed management objectives.

The Niagara Peninsula watershed alone spans over 242,000 ha of land, includes 15 municipalities with approximately 480,000 residents. The watershed encompasses approximately 90 km of the Lake Erie shoreline, approximately 50 km of the Lake Ontario shoreline, the Niagara River, portions of the Niagara Escarpment, and the northernmost range of the Carolinian Life Zone. The Welland Canal supports cargo shipping between Lake Ontario and Lake Erie, bypassing the Niagara Escarpment and Niagara Falls.

There are nearly 5,000 km of watercourses in NPCA's watershed jurisdiction that are part of three major drainage basins: Lake Ontario, Lake Erie, and the Niagara River. Numerous streams, rivers, and creeks, such as Twelve Mile Creek and Twenty Mile Creek, flow into Lake Ontario, while the Welland River and other tributaries drain into the Niagara River, a critical waterway connecting the two Great Lakes. The Lake Erie basin includes the southern portion of the watershed, with its own network of smaller streams and wetlands. Together, these interconnected water systems form the hydrological foundation of NPCA's jurisdiction.

In general comparison to the three other CAs within the proposed Western Lake Ontario RCA, the NPCA has the largest watershed jurisdiction with the least number of staff, and smallest operating budget. In terms of land holdings, NPCA and CVC have a similar size of CA-owned lands, followed by CH and then HCA with the largest land holdings. With the two Great Lakes Shorelines, the NPCA jurisdiction represents the largest length of coastal shorelines and communities.

For the Western Lake Ontario RCA, going from the current combined oversight of 53 Board representatives to anything less will be challenging and risks losing diverse voices at the table. It is difficult to understand how the RCA Board would result in more efficient decision-making with less costs incurred by funding municipalities. Further, the functional separation from local communities risks the 70-80 years of relationships and trust that have been built up in each CA watershed.

Consolidation of Assets and Liabilities

Each CA is an independent corporate entity that manages its own budgets, expenditures, reserves, infrastructure and landholdings. Further, each CA within the proposed Western Lake Ontario RCA has its own Foundation, which are also independent corporate entities with the focused mandates of raising funds for the projects and programs of their CAs.

As independent corporations, the four CAs within the Western Lake Ontario RCA have their own internal financial processes and systems, contracts with banking institutions for financial and investment services, and financial assets and liabilities (e.g. debt servicing). The process to consolidate assets and liabilities of the four CAs and their Foundations would be complex and lengthy. A cost-benefit analysis and legal review of such a merger should be completed before any consideration of implementing an RCA framework.

Amalgamating landownership and land management will be equally complex. Legal instruments such as land titles, surveys, easement agreements, etc. will need to be reviewed in detail, and the costs and legal implications assessed prior to any CA consolidation.

Further, CAs are actively increasing self-generated revenues through sources such as user-fees, plan review and permit fees, facility rentals, annual park passes, camping, and external grant funding to decrease reliance on municipal levies. Operating and Capital Budgets to deliver watershed programs and services are established based on the performance of self-generated revenues. Should the Provincial Government move forward with an RCA framework, any self-generated revenues, municipal levies and financial assets must be committed to the jurisdiction from which they were collected.

Costs to Regional Conservation Authorities and Municipalities

NPCA is concerned that the proposed RCA framework will result in increased costs incurred by the RCAs and their municipal funding partners. The OPCA funding model allows a provincial agency to charge back fees to RCAs for providing support services to implement agency directives and can cost apportion operating costs to RCAs. Before the OPCA is established, a cost-benefit analysis should be undertaken to demonstrate that there will be no increased costs incurred by CAs and their funding municipalities and specify the value-added services of the Agency.

Costs associated with consolidation would include without limitation, legal services, harmonizing HR systems and policies, harmonizing salaries and benefits, integrating IT and GIS services, harmonizing services and delivery processes, equipment and facility upgrades, communications and marketing, additional debt service to cover costs, and increased levies. While some costs would be one-time transition related costs, others will be ongoing costs to maintain operations and infrastructure of the larger corporation.

The participating municipalities within NPCA's jurisdiction (Niagara, Hamilton and Haldimand) fund approximately 52% of the annual operating budget of NPCA through municipal levies, compared to the annual s. 39 natural hazard provincial transfer payment of approximately 0.5%. The remaining revenues are obtained through self-generated program revenues (27%), federal grant funding (6.5%), provincially funded programs such as Drinking Water Source Protection Program and the Niagara River Remedial Action Plan (3%), and other sources through cost-sharing programs and fundraising efforts (11%). NPCA's increased self-generated revenue efforts has resulted in a decreased reliance on municipal contributions since 2021. NPCA's ability to generate additional revenues or increase dependence on municipal levies to cover costs incurred resulting from the transition to an RCA framework will be very limited and resources would be diverted away from front-line natural hazard and watershed management programs that support local communities.

As noted, we support and welcome renewed provincial investment in CAs to enhance process improvements, IT transformations and modernization efforts. It is recommended that the province immediately reassess the s. 39 natural hazard transfer payments to provide sustainable, predictable provincial funding across conservation

authorities—particularly where gaps exist—to enable local CAs to advance ongoing digitization and systemization work that has already resulted in improved efficiency and consistency in recent years.

Risks to Delivery of Local Watershed Programs and Services

With the additional administrative oversight of the OPCA, RCA Boards representing larger and more diverse communities and potentially complex budgeting processes, there is a serious concern that our dedicated expert staff will be unable to deliver the same quality of programs and services that our communities expect. The NPCA recommends that the province pause any further implementation of OPCA and consideration of an RCA framework, and instead assess the use of legislative, regulatory and incentive tools that are already available to achieve the desired standardization and modernization of CAs.

Should the Province decide to move forward with the RCA framework, it will be imperative that existing staff complements be maintained, and RCAs can fill roles that will enable the continuation of current programs and services, to ensure continuity of front-line services without disruption, including commitments under agreements with our member municipalities. It is worth noting that the NPCA is a unionized work environment. The Collective Agreement between the NPCA and OPSEU Local 212 expires at the end of 2025 and bargaining is expected to begin in the Spring of 2026.

Thank you again for the opportunity to participate in discussions with the Minister, Chief Conservation Executive, and MECP staff and provide constructive input to ensure that any future framework continues to address the unique needs of our watersheds and achieves an effective balance between watershed protection and housing goals.

Should further amendments to the *Conservation Authorities Act* and related regulations to implement OPCA and the RCAs be proposed, we would welcome the opportunity to provide further comments related to policy reform.

Sincerely,



John Metcalfe
Chair, NPCA Board of Directors



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

What do you see as key factors to support a successful transition and outcome of regional conservation authority consolidation?

Theme	Comments
Preserve and Promote Local Institutional Knowledge	<p>A transitional framework that incorporates and promotes the involvement of CA front-line staff is essential to ensure localized expertise and input is built-in from the beginning. To maintain and enhance service delivery there must not be any job losses during and post-transition to an RCA framework.</p> <p>Position needs and skills may be specific in each CA based on the local watershed objectives, and as such, the mandate for the structure and/or design of roles must be maintained at the local CA level.</p>
Preserve Municipal Governance and Decision-Making	<p>Consolidation of CAs poses risks to local, grassroots initiatives, it is imperative that local presence is maintained and strengthened to keep our communities informed throughout transitional phases.</p> <p>To further preserve local decision-making, transparency and clear delineations of authority of the OPCA and RCAs need to be established and communicated effectively.</p>
Phasing Transitional Periods with a focus on Standardization before Amalgamations	<p>Many areas of focus proposed for the OPCA (i.e. province-wide permitting platform and digital innovations) are initiatives that could be established across conservation authorities under their current structures.</p> <p>Software and standard processes can be CA lead and be prioritized, followed by amalgamations with existing local CA Boards in place to oversee their own amalgamations.</p> <p>Preventing transformation saturation will ensure these priority initiatives are implemented efficiently and successfully.</p>
Consider alignment of Source Protection Boundaries	<p>Source Protection Regions were identified as a key factor in establishing proposed boundaries for regional conservation authorities.</p>

Appendix I – Niagara Peninsula Conservation Authority (NPCA) Comments on ERO #025-1257

Theme	Comments
	<p>The proposed regional consolidation has the Niagara Peninsula Source Protection Authority merge with the Halton-Hamilton Source Protection Region and the Credit Valley Source Protection Area (which belongs to the Credit Valley – Toronto and Region – Central Lake Ontario Source Protection Region). The Niagara Peninsula is the only standalone Source Protection Authority included in the Western Lake Ontario RCA along with two Source Protection Regions.</p> <p>If the regional consolidation of the conservation authorities proceeds as proposed, there are several potential upcoming changes to the Source Protection Program as a result.</p> <p>Some of these potential changes could include:</p> <ul style="list-style-type: none"> • Reduction of 19 Source Protection Regions/Areas down to 7 to match the proposed regional conservation authorities. • Subsequent reduction of 19 Source Protection Committees down to 7. • Restructuring of Source Protection Committees and their member allocations. • Consolidation of Source Protection Plans and Assessment Reports. • Source Protection Plan policy review and restructuring. <p>Should the Province proceed with a RCA framework, it is recommended that the boundaries of the RCAs align with the boundaries of the 19 Source Protection Regions/Areas.</p>
Clear Communication and Collaboration on Transition Frameworks	Engaging appropriate staff from RCAs through targeted working groups would ensure subject matter experts co-develop components of transitions that relate to their work.

What opportunities or benefits may come from a regional conservation authority framework?

Theme	Comments
Provincial investments to enhance conservation authority operations while maintaining recognition of unique watershed characteristics / challenges	There are opportunities to enhance conservation authority operations with consistent policies and procedures while maintaining recognition for the diversity of landscapes across Ontario. However, enhancements can be coordinated through the OPCA under the current CA framework.
Investing in and empowering CA strengths through a standardized framework.	<p>Ensuring CAs have access to similar expertise and resources across Ontario is welcomed, but priority should be given to implementing changes where CAs have identified demonstrable need.</p> <p>Given that CAs currently meet Provincial Government legislated permit review timelines 90% or more of the time, the proposed changes would likely result in diminishing returns for the taxpayer. The benefits, therefore, would come from avoiding the many risks of moving quickly without evidence of needed changes and real measurements.</p>
A provincially sponsored integrated watershed management program	Provincial guidance and sponsorship of the next generation of integrated watershed management programs is welcomed to support economic and environmental resilience across Ontario, and conservation authorities are uniquely positioned to deliver these programs alongside their natural hazard mandate. There is an opportunity to reduce long-term costs by preventing flood damage, erosion, and infrastructure failures while protecting property values by maintaining healthy watersheds and greenspaces that attract growth in the community. It remains unclear how an RCA framework would be more beneficial than coordinating integrated watershed programs through the OPCA under the current CA framework.

Do you have suggestions for how governance could be structured at the regional conservation authority level, including suggestions around board size, make-up and the municipal representative appointment process?

Theme	Comments
Ensure Board composition of RCAs accounts for the vast complexities and size of jurisdictions	<p>Current governance structures rely on population and property value-based approaches to determine municipal representation on Boards that would not capture the needs of the larger RCA watershed. This would result in the largest municipal jurisdictions having disproportionately low rates of representation.</p> <p>Under the proposed RCA structure, it is imperative that governance models reflect the size of jurisdictions served to ensure that all urban and rural areas are appropriately represented on the Board.</p> <p>A “one-size fits all” approach may not work. It is recommended that the OPCA consult with the municipalities within each RCA to determine the best formula/methodology for ensuring local representation balanced with ensuring efficiency of the Board.</p> <p>A set of core competencies should be developed to ensure RCA Board members have the desired experience and expertise to make local decisions related to CA mandates and responsibilities. Further, the Ministry or OPCA should provide a Board orientation and training session for each term of service.</p>
Municipal appointments must be maintained	<p>Participating municipalities provide substantial levy support to conservation authorities and should maintain their autonomy to appoint their allotted number of board members. In addition to elected official appointments, citizen and Indigenous community representation should be included.</p> <p>With changes to the <i>Planning Act</i> regarding removal of planning responsibilities from upper-tier municipalities there is an opportunity to explore how to best align RCA governance with local municipal planning responsibilities.</p>

Appendix I – Niagara Peninsula Conservation Authority (NPCA) Comments on ERO #025-1257

Theme	Comments
Consider transitional supports for newly established RCA Boards	<p>If RCA Boards are enacted after the 2026 municipal election, new Board members will be facing a plethora of information as they join a Board for brand-new institutions.</p> <p>The Province should explore establishing transitional supports to ensure newly established RCA Boards have institutional knowledge readily available for a pre-determined transitional period.</p> <p>This could include: extending current board terms for 2 years to support the RCA, appointing staff and/or Indigenous representatives</p>
Maintain local watershed offices with independent delegated authority to serve local communities	<p>The current CA offices should remain as local watershed offices with delegated responsibilities from the RCA Boards to ensure the continuous delivery of local programs and services, such as permit approvals, procurement and contract approvals, recruitment and management of staff, executing agreements and binding the authority, and preparing operating and capital budgets.</p> <p>Senior leadership of local offices could coordinate across the RCA through staff committees and report to the RCA Board or Committees, such as an Executive Committee, Governance Committee, or Finance Committee.</p> <p>The option to form public advisory committees or ad-hoc committee at the local level should remain.</p> <p>Equally important to maintain are the current local CA Foundations and their Boards who connect with donors and the community to raise funds to directly support the work of CAs. Foundations are a key source of revenue for non-mandatory programs and services, and have built community trust and confidence over several decades. Foundations must continue to operate without disruption.</p>

Do you have suggestions on how to maintain a transparent and consultative budgeting process across member municipalities within a regional conservation authority?

Theme	Comments
Prioritize Municipal Engagement in Budget Development	<p>A transparent and consultative budgeting process should clearly outline the scope of services and timelines for delivery, with measurable outcomes that are co-developed to meet the unique needs of participating municipalities.</p> <p>Maintain meaningful local representation directly in the budget process so that each local CA has clear input and influence, and local priorities drive levy discussions.</p> <p>Respecting local special levies/funding and municipal service agreements so that locally funded initiatives—such as land acquisition, land management, trail maintenance, restoration projects, or capital works—remain under local control and cannot be redirected without municipal consent.</p> <p>Using a clear, standardized regional budget framework in which each local CA develops its own budget in alignment with local municipalities, and these are then consolidated at the regional level for transparency and oversight.</p>
Consolidation-related Costs must be funded by the province.	<p>NPCA has made significant investments in software, systems and process improvements in recent years. It would be unreasonable for municipal partners to shoulder the cost of Agency-directed initiatives without involvement in the decision-making process.</p> <p>It is recommended that the OPCA fully fund the transitional costs and not download those costs to the municipalities who fund CAs. Costs related to lost opportunity and investments made by CAs should be accounted for and supported by the OPCA. Further, it is recommended that there is an annual audit of OPCA performed, versus the initial 3-year reporting schedule.</p>

Appendix I – Niagara Peninsula Conservation Authority (NPCA) Comments on ERO #025-1257

Theme	Comments
Funds generated by watershed jurisdictions must be retained in their communities	<p>Participating municipalities need to be consulted on any changes and remain confident that the apportionment model is sustainable and equitable.</p> <p>Any self-generated revenues and financial assets rolled into newly established RCAs must be committed to the jurisdiction they were collected from.</p> <p>Ensuring full disclosure and due diligence on assets, liabilities, capital obligations/asset management for all local CAs before any apportionment or levy model is adopted.</p>

How can regional conservation authorities maintain and strengthen relationships with local communities and stakeholders?

Theme	Comments
Proactive engagement and awareness initiatives is critical to mitigate risks of disconnection with communities	<p>Locally relevant communications and brand identities are at risk of being lost; communication must be consistent and proactive to ensure interested parties stay informed.</p> <p>There are concerns that RCAs would erode long-standing working relationships that have enabled the collaborative, grassroots approach that underpins NPCAs programs and services.</p> <p>A very cautious implementation process that engages with local communities and interested parties would reduce risk and disruption of programs and services.</p>
Co-development of Transitional Period Phases	<p>Implementation of the transition to RCAs will require a resource shift to focus on consolidating organizational structures, municipal relationships, financial systems, software, and internal processes, pulling resources away from providing programs and services to the communities CAs serve.</p> <p>Co-developing these transition periods will enable CAs and participating municipalities to determine what priorities would best serve their communities now, and how they will get there.</p> <p>It is recommended that the current Board structures for each local CA office remains as is and the amalgamation of Boards is formulated and lead by the local Board representatives. This would provide a sufficient transition period at which time the new RCA Boards would take effect after the 2030 municipal elections. This would mitigate operational disruptions and build trust and confidence in the new governance model.</p>
Ensure responsive representation and accessible staff remain in the communities they serve	Local offices, staff, and programs are essential for timely permitting, service delivery, and effective stewardship. Delivering on community needs is at risk without a known local presence.

December 15, 2025

Sent Via Email

Re: Members' Motion - Consultation on the Proposed Boundaries for the Regional Consolidation of
Ontario's Conservation Authorities

The following resolution was ratified by Council of the City of Greater Sudbury on December 9, 2025:

WHEREAS municipalities have historically established and governed their conservation authorities under the Conservation Authorities Act;

AND WHEREAS municipalities provide approximately 54% of conservation authority funding, while the Province of Ontario provides approximately 5%. (2023 data);

AND WHEREAS for decades Conservation Sudbury and its predecessors have established programs and services to local watershed needs, maintained accountable service standards, and ensured fair and predictable costs for ratepayers;

AND WHEREAS the Authority operates the Lake Laurentian Conservation Area providing access to all visitors at no cost, maintains and operates flood control infrastructure across Greater Sudbury including dams in Copper Cliff and New Sudbury, weirs in Coniston, berms in Dowling and Capreol, and the box culvert under downtown Sudbury;

AND WHEREAS Conservation Sudbury owns and manages extensive lands for conservation, public protection, and recreational purposes, many of which are leased to private operators and to the City of Greater Sudbury for recreational purposes, including Timberwolf Golf Course, Adanac Ski Hill, Rotary Park, Garson Park, Carmichael Park, and portions of Fielding Park;

AND WHEREAS the Provincial Government has proposed the consolidation of Ontario's 36 conservation authorities into 7 large regional conservation authorities (RCAs) overseen by an additional layer of government named the Ontario Provincial Conservation Agency (OPCA), a move that would dilute local governance and put municipal cost distribution in question;

AND WHEREAS in time, the OPCA will levy participating municipalities for some of its operating costs and will collect fees from the RCAs, and Conservation Sudbury, as proposed, would be merged with the authorities operating from offices located in Sault Ste-Marie (SSMRCA), Timmins (MRCA), and North Bay (NBMCA);

AND WHEREAS assets of the existing authorities would be pooled under any new RCA, which would include all lands, buildings, chattels, bank accounts and reserves as well as all loans and other liabilities;

AND WHEREAS the imposition of a new oversight agency lacking local accountability risks creating unnecessary costs for municipalities and authorities alike, adding “red tape” and unnecessary bureaucracy, and thereby undermines an authority’s efficiency and responsiveness to local community needs;

THEREFORE BE IT RESOLVED THAT Council for the City of Greater Sudbury requests that the Government of Ontario consider:

1. Maintaining local, independent, municipally governed, watershed-based conservation authorities to ensure strong local representation which would allow appropriate levy decisions, community-focused services, proper management of conservation lands and allocation of reserves to projects and infrastructure in the communities where the funds were raised;
2. Avoid imposing a centralized agency structure that could introduce additional costs, red tape, and bureaucracy, reducing efficiency and responsiveness to local needs;
3. Collaborating with municipalities and conservation authorities to improve consistency, capacity, and program delivery across Ontario without compromising local accountability;
4. Rejecting the proposed “Northeastern Ontario Regional Conservation Authority” boundary configuration outlined in Environmental Registry Notice 025-1257;
5. Requiring the Ministry to directly engage affected municipalities before finalizing consolidation boundaries or legislative amendments.

AND BE IT FURTHER RESOLVED that a copy of this resolution be sent to:

- The Environmental Registry of Ontario Consultations prior to the deadline of December 22, 2025
- The Honourable Todd J. McCarthy, Minister of the Environment, Conservation and Parks
- MPP Peter Tabuns, Official Opposition Critic
- Frances Gélinas, MPP for Nickel Belt
- Jamie West, MPP for Sudbury
- The Association of Municipalities of Ontario
- Conservation Ontario

- All municipalities within the proposed Northeastern Regional Conservation Authority boundary which includes the Cities of Timmins, Sault Ste-Marie and North Bay, as well as Prince Township, the Municipalities of Callander, Calvin, East Ferris, Mattawan and Powassan, the Town of Mattawa and the Townships of Bonfield, Chisholm and Papineau-Cameron
- Nickel District Conservation Authority

Yours truly,



Brigitte Sobush
Manager of Clerk's Services/Deputy City Clerk
c. Members of City Council

Report To: Board of Directors

Subject: Asset Management Project Update

Report No: FA-65-25

Date: December 19, 2025

Recommendation:

THAT Report No. FA-65-25 RE: Asset Management Project Update **BE RECEIVED** for information.

Purpose:

This report outlines the rationale for NPCA's Asset Management Program, summarizes the planning process, presents project timelines, and provides a status update to the Board of Directors on the Asset Management Plan (AMP).

Background:

The NPCA is committed to efficient and effective management of its physical and intangible assets to support its mandate. Goal 6.3 of the Strategic Plan calls for improved asset management and closing the state of good repair gap, to be achieved through a comprehensive AMP.

The AMP aims to:

- Ensure transparent and accountable fiscal management;
- Maximize asset lifespan at minimal cost;
- Deliver targeted levels of service;
- Prioritize projects to manage risk; and
- Support data-driven decision making.

Discussion:

NPCA manages a diverse portfolio of physical and intangible assets. A robust AMP is essential for their sustainability and longevity. There are several core components to an

effective AMP that cover asset lifecycles and align with organizational goals. These components ensure a systematic approach to managing assets from acquisition to disposal.

The key components of an AMP include:

1. Asset Description and Inventory

A comprehensive list of all assets covered within the plan, detailing their location, condition, performance, remaining useful life, and replacement costs.

2. Levels of Service (LOS)

Clearly defined performance measures and targets that specify the desired service outcomes the assets are expected to deliver. Additionally, an evaluation of the current and forecasted performance and physical condition of assets against the established levels of service helps to identify any gaps or issues and informs the course of action necessary to address them.

3. Lifecycle Management Strategies

Detailed strategies for managing assets through their entire lifecycle, including:

- Planning: identifying future needs, budgets, and associated risks.
- Acquisition/Creation: procuring or building assets when required.
- Operation and Maintenance: day-to-day operation, regular inspections, preventative, predictive, and corrective maintenance to ensure functionality and proactively extend assets' useful life.
- Renewal/Replacement: planning for major rehabilitation or replacement when economically viable.
- Disposal: Responsible disposal, recycling, or repurposing of assets at the end of their useful life.

4. Risk Management

An analysis of potential risks that could impact the achievement of objectives and the planned actions to mitigate these risks.

5. Financial Strategy

A detailed multi-year forecast of operational and capital expenditures, including funding sources, budget gaps, and a comparison of allocated versus required resources to implement the plan's actions.

6. Prioritized Actions and Capital Improvement Plans

A schedule of proposed actions, projects, timeframes, and assigned responsibilities needed to bridge performance gaps, manage risks, and ensure the long-term sustainability of the asset base.

7. Continuous Improvement

To ensure the AMP remains current, the inclusion of mechanisms and processes for regular review and updates ensures its efficacy for business planning and budgeting.

These components collectively build a comprehensive, multi-year Asset Management Plan to be published in a detailed report to provide for greater corporate transparency and accountability while supporting strategic decision-making for future capital and operational budgets on a short and long-term basis.

Methodology

Previously, NPCA tracked assets using paper files and spreadsheets, a disjointed and error-prone approach that hindered long-term planning and decision support.

NPCA has been re-engineering business processes to modernize and automate critical business systems, with a particular focus on asset management. NPCA purchased a software solution (City Wide) specifically designed for the public sector to draft, implement and monitor the asset management program.

This solution supports the AMP as follows:

- Enabling the development of a comprehensive inventory of assets, complete with their associated condition, useful service life, and replacement costs.
- Provides robust decision support for various lifecycle management strategies to achieve the desired levels of service.
- Forecasting risks to assist with prioritizing maintenance and capital projects appropriately.
- Integrates seamlessly with NPCA's Geographic Information System to offer integrated mapping and data visualization.
- Integrates seamlessly with NPCA's financial software to allow for fiscal analysis of operational, capital, maintenance, and replacement plans.
- Automatically calculates annual amortization on the asset base to significantly reduce administrative burden.

Asset Management Plan Development Timelines

January to March 2026 (Q1)

- **Asset Description and Inventory:** developing a comprehensive listing of assets, including location, condition, performance, useful life, and replacement costs.
- **Assessing Levels of Service:** Defined performance measures and targets, with evaluation of current and forecasted asset performance.

April to June 2026 (Q2)

- **Developing Lifecycle Management Strategies:** Mapping out asset planning, acquisition, operation, maintenance, renewal/replacement, and disposal of assets.

- **Risk Management and Mitigation:** Identification, evaluation and mitigation of potential risks that could impact the achievement of AMP and strategic objectives and the planned actions to mitigate these risks.

July to September 2026 (Q3)

- **Development of Financial Strategy:** Detailed multi-year forecast of capital expenditures, including funding sources, budget gaps, and a comparison of allocated versus required resources to implement the AMP objectives. This phase will inform short and long-term budgets for capital planning and asset management and provides business decision support for the 2027 budget cycle and beyond.
- **Composition of Final Report:** NPCA's Asset Management Plan will be finalized and presented to the NPCA Board for their consideration.

Financial Implications:

The AMP will be completed internally; as such, there are no incremental financial implications beyond the sunk costs of staff salaries and benefits.

Initial capital Investment in the software solution for asset management was incurred in 2022. Ongoing annual software support and maintenance have been accounted for in annual operating budgets.

Links to Policy/Strategic Plan:

Goal 5.2 – Improve internal operations and processes.

Goal 6.1 – Ensure responsible, sustainable, and sound fiscal practices.

Goal 6.3 – Improve asset management and close the State of Good Repair gap.

Related Reports & Appendices:

None.

Authored by:

Original Signed by:

Steve Miller, P.Eng.
Senior Manager, Infrastructure Engineering
and Asset Management

Reviewed by:

Original Signed by:

Lise Gagnon, CPA, CGA
Director, Corporate Services

Submitted by:

Original Signed by:

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

Report To: Board of Directors

Subject: Agreement of Services between the Corporation of the City of Thorold and Niagara Peninsula Conservation Authority

Report No: FA-63-25

Date: December 19, 2025

Recommendation:

THAT Report No. FA-63-25 RE: Agreement of Services between the Corporation of the City of Thorold and Niagara Peninsula Conservation Authority **BE RECEIVED**;

AND THAT the Agreement of Services between the Corporation of the City of Thorold and Niagara Peninsula Conservation Authority **BE APPROVED**;

AND THAT the CAO/Secretary – Treasurer and NPCA Chair **BE AUTHORIZED** to sign required documents to execute said agreement;

AND FURTHER THAT the final executed Agreement of Services between the Corporation of the City of Thorold and Niagara Peninsula Conservation Authority **BE MADE PUBLICLY AVAILABLE** on NPCA's website.

Purpose:

The purpose of this report is to authorize the execution of an Agreement of Services between the City of Thorold and Niagara Peninsula Conservation Authority (NPCA).

Background:

On June 16, 2023, the Board passed Resolution No. FA-67-2023, indicating:

THAT Report No. FA-28-23 RE: Agreements of Services with Municipalities as required under the Conservation Authorities Act Phase 1 Regulation **BE RECEIVED**.

THAT staff **BE DIRECTED** to circulate the draft Agreement of Services, as appended, for discussion with NPCA's partner municipalities as part of the 2024 Budget process, related to Category 2 and 3 Programs and Services.

THAT this report **BE CIRCULATED** to NPCA's partner (funding) municipalities, lower-tier municipalities, Ministry of Natural Resources and Forestry (MNRF) and Ministry of Environment Conservation and Parks (MECP).

THAT the final Agreements of Services **BE PRESENTED** to the NPCA Board of Directors for final approval.

AND FURTHER THAT the final executed Agreements of Services **BE POSTED** online as required by the *Conservation Authorities Act*.

On May 4, 2021, the Council of the Corporation of the City of Thorold adopted a motion to endorse a letter to support in principle to provide ongoing collaboration towards the NPCA's application to the *Growing Canada's Forests* program under the federal 2 Billion Trees initiative. The broader municipal support for the initial application has since evolved into NPCA's *Trees for All* program built on a cost-sharing approach. NPCA, on behalf of the municipal tree planting partnership, has successfully secured funding from the federal 2 Billion Trees program and its aggregators (Forests Canada and Tree Canada) as well as several other third-party sources.

O. Reg. 686/21 identifies tree planting and other restoration endeavors as either non-mandatory Category 2 or 3 programs and services. These services are either conducted collaboratively through levy neutral cost-sharing approaches, via fee-for-service at the request of a municipality, or as determined and recommended by the Conservation Authority to further the purposes of the *Conservation Authorities Act* as in the recommended agreement for services.

O. Reg 687/21: Transition Plans and Agreements for Programs and Services under the *Conservation Authorities Act* stipulates that agreements are required for Programs and Services under Categories 2 and 3.

Lower-tier municipalities in Niagara Region, which are not levied for CA services, can enter into Agreements of Services on a fee-for-service basis when a local municipality wishes to engage NPCA in delivering services that are not offered through the Region.

NPCA is a demonstrated leader and tree planting subject matter experts as developed through restoration programming. *Trees for All* provides tree planting specific project management support while securing external funding to reduce expenses for participating landowners and organizations. Under the program, tree planting projects require an extensive year-long implementation cycle that will benefit from confirmed partnerships and formal service commitments. Increased financial incentives, demand, and local tree planting

ambitions further support a collaborative approach in the Niagara Peninsula watershed that leads to effective tree planting program delivery that achieves shared goals and objectives.

Discussion:

The NPCA and the City of Thorold have worked collaboratively based on the letter of support offered by the City; however, a formal agreement is not yet in place. Since 2021, NPCA has planted 5,538 trees, and 1,558 shrubs in the City of Thorold largely through external partnerships. In 2024, NPCA and the City collaborated to plant 500 potted trees and shrubs through a community planting event.

On October 1, 2024, the Council of the Corporation of the City of Thorold received Report PWCS-27-2024 entitled '2024 Tree Planting Program' recommending the City confirm the City's support for the Trees for All program in partnership with the Niagara Peninsula Conservation Authority, subject to the availability of funds in the annual capital budget.

On December 9, 2025, the Council of the Corporation of the City of Thorold received Report PWCS 60-2025 recommending the approval to enter into a shared services agreement with NPCA where staff shared resources would support implementation of many tree planting and greening initiatives through NPCA's *Trees for All* program.

The NPCA and City are identifying opportunities for 2026 and beyond. The agreement between the NPCA and the City establishes clear responsibilities and financial commitments for each party, formalizing the duties that both organizations are already performing.

The **Niagara Peninsula Conservation Authority** will:

- a. Assist the municipality by providing technical subject matter expertise to collaboratively plan and facilitate *Trees for All* plantings and associated program activities within their jurisdiction.
- b. Undertake and pay for all costs incurred by *Trees for All* services including:
 - i. engagement with partners and private landowners to identify plantings,
 - ii. program marketing and communications,
 - iii. project design and development of site plans,
 - iv. permitting and professional stamping where applicable,
 - v. procurement of nursery stock and project materials and supplies,
 - vi. volunteer coordination,
 - vii. site preparation and installation,
 - viii. post monitoring
 - ix. reporting to contributing partners.
- c. Invoice the municipal partner post planting biannually after each spring and fall season.

- d. Monitor granting and complementary funding spaces to secure funding and continuously improve the *Trees for All* program cost sharing models.
- e. Update Appendix 1 to the service level agreement yearly, outlining the municipal partner's annual *Trees for All* scope detailing funding contribution breakdowns relative to total project(s) value.
- f. Provide an annual report of *Trees for All* program activities, outcomes and recommendations, including key performance indicators (i.e. total number of trees, hectares afforested, carbon sequestration projection, natural asset enhancement valuation) and financial tracking of the achievements of the program at both the municipal partner and Niagara Watershed level. Reports will be delivered by March 31st of the subsequent year.

The **City of Thorold** will:

- a. Assist the NPCA by providing and tracking in-kind support to collaboratively plan and facilitate *Trees for All* plantings and associated activities within their jurisdiction.
- b. Contribute to costs incurred by NPCA *Trees for All* services for plantings and associated program activities within the organization.
- c. Cooperate to formalize annual financial commitments and to establish purchasing orders for timely compensation for services and to validate match funding expectations with grant agreements taken on by the NPCA.
- d. Collaborate with NPCA to determine planting scopes prior to annual budgets and nursery deadlines.
- e. Provide attestation of financial and in-kind contributions to *Trees for All* planting and associated activities to program funders as may be required.
- f. Endeavor, to the best of the municipality's ability, to leave the *Trees for All* plantings intact and encouraged to grow as a natural feature in the landscape for a period of 15 years following completion.

The **Niagara Peninsula Conservation Authority** and the **City of Thorold** will:

- a. Meet annually to discuss the implementation of the Agreement.
- b. Meet as required to collaboratively plan and facilitate *Trees for All* plantings and associated activities within the partner jurisdiction
- c. Collaborate to fundraise and secure funding continuously improve the *Trees for All* program cost sharing models.

- d. Collaborate to promote and amplify Trees for All program marketing and communications.
- e. Collaborate on the long-term vision and management of the *Trees for All* partnership and program implementation.

Financial Implications:

The delivery of the *Trees for All* program does not impact the municipal levy and is prepared in line with Board-approved 2026 Operating Budget.

City of Thorold contributions will be appended to the agreement annually based on collaboratively determined planting scopes as a record of service value through formal participation in the program. The cost for the City of Thorold to participate in the *Trees for All* program are to be determined and will be based on the number of trees that are being considered annually.

Links to Policy/Strategic Plan:

Goal 1.3: Restore and enhance natural habitat, water resources, and forest cover.

Goal 4.1: Strengthen government relations toward collective outcomes and impact

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: Niagara Peninsula Conservation Authority and The City of Thorold Agreement of Services

Report No. FA-54-24 RE: Trees for All Update

Authored by:

Original Signed by:

Geoffrey Verkade
Senior Manager, Integrated Watershed Strategies

Reviewed by:

Original Signed by:

Natalie Green, M.Sc., PMP
Director, Watershed Strategies & Climate Change

Submitted by:

Original Signed by:

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



AGREEMENT FOR SERVICES

THIS AGREEMENT dated this ____ day of _____, 2025.

BETWEEN:

NIAGARA PENINSULA CONSERVATION AUTHORITY
(hereinafter called the “NPCA”)

OF THE FIRST PART

– and –

XXXXXXXXXXXXXX,
(Hereinafter called the “Municipality”)

OF THE SECOND PART

WHEREAS the NPCA is a Conservation Authority established under the Conservation Authorities Act (“Act”) and is governed by its members appointed by participating municipalities in accordance with the Act;

AND WHEREAS the Municipality is located wholly or in part within the area under the jurisdiction of NPCA;

AND WHEREAS the Municipality is a lower tier Municipality in the Region of Niagara located wholly or in part within the area under the jurisdiction of NPCA;

AND WHEREAS, pursuant to the Act, Conservation Authorities are permitted to provide non-mandatory programs and services under a memorandum of understanding or such other agreement as may be entered into with a Municipality;

AND WHEREAS the NPCA and the Municipality has mutually agreed to establish shared services that are within the service areas attached hereto as Schedule “A”.

AND WHEREAS the Council of the Municipality and NPCA Board has authorized the Municipality to enter into this Agreement for Services with the NPCA for the delivery of programs and;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement for Services, including the exchange of promises it contains, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Scope and Use

1. The NPCA agrees to collaborate on shared services to the Municipality selected as per municipal needs. These non-mandatory services that the NPCA may provide to the municipality are attached hereto as Schedule “A”.
2. Notwithstanding the foregoing, the Municipality acknowledges and agrees that all programs and services identified in Schedule “A” may also be included in a Watershed-based Resource Management Strategy that the NPCA is required to develop and implement under the *Act*, or any amendments thereto.

Term of Agreement

3. The term of this Agreement shall be for a period of five (5) years commencing on _____, 2025 and running until December 31, 2029 (the “**Initial Term**”),
4. This Agreement shall be reviewed by the parties within six months of the end-date of the Initial Term for the purpose of determining whether or not this Agreement for Services is to be renewed by the parties, and discussing the terms of any renewal, including, but not limited to, whether any changes will be made to the non-mandatory programs and services attached hereto as Schedule “A”. It shall be the NPCA’s responsibility to initiate the review with the Municipality.
5. The NPCA and the Municipality, upon mutual agreement, may renew this Agreement for Services for an unlimited number of additional five (5) year terms (the “**Renewal Term(s)**”), provided that any renewed Agreement for Services must also be reviewed by the parties six months prior to the end-date of any such Renewal Term(s), as set out in paragraph 4, above.
6. This Agreement for Services may be terminated by either party prior to the end of the Initial Term or any Renewal Term(s), upon delivery of a written “Notice of Early Termination” as per the Notice clause 19, below, from the terminating party to the non-terminating party at least six months before the early termination date, which date is to be specified in the written “Notice of Early Termination”.
7. The Municipality and NPCA will strive to facilitate open and timely communication at all levels. The resolution of disputes that may arise between the parties to this Agreement for Services during the Initial Term and/or any Renewal Term(s) shall be subject to alternative dispute resolution for the settling of disputes outside the Court system. The Parties will endeavour to resolve the matter through

negotiations without use of formal mediation or adjudication. If needed, the Parties will seek mediation to be conducted by a mutually agreed-upon mediator at such time as may be mutually agreed upon by the NPCA and the Municipality, and should mediation be unsuccessful, an arbitration to be conducted by a mutually agreed-upon arbitrator at such time and pursuant to such procedural rules as may be mutually agreed upon by the NPCA and the Municipality. The cost of any mediation and/or arbitration shall be borne in equal shares by the NPCA and Municipality.

8. The NPCA will not add to or delete from the services or programs funded through the Municipality without first consulting with the Municipality and entering into a written agreement to this Agreement for Services with the Municipality.
9. The Municipality acknowledges and agrees that by executing this Agreement for Services, it is confirmed that the terms of this Agreement for Services have been reviewed and approved by a resolution of the Council of the Municipality.
10. This Agreement for Services does not preclude the parties identifying or entering into agreements with respect to opportunities for further collaboration to the benefit of both parties, and is intended to ensure efficiency, transparency and accountability in the use of resources, including in-kind services and assistance, coordination of complementary policy and program initiatives and projects involving third parties.
11. The resolution of the NPCA Board of Directors to execute this Agreement for Services shall be attached hereto as Schedule "B".
12. The resolution of Council of the Municipality to execute this Agreement for Services shall be attached hereto as Schedule "C".

Agreement for Services Available to the Public

13. As required by the *Act* and/or its regulations, this Agreement for Services shall be made available to the public, including on the NPCA website.

Fees and Payment

14. The costs associated with programs and services subject to this Agreement for Services, be reviewed by the parties on an as need basis and will be based on applicable legislation.
15. NPCA will charge a user fee in the delivery of any programs and services listed in Schedule "A", or as requested by the Municipality through collaborative projects as appropriate, to cover costs of NPCA programs or services provided under this

Agreement for Services. Such user fees shall only be imposed in accordance with NPCA's Fee Policy and Fee Schedules adopted in accordance with the provisions of the Act, or otherwise in accordance with provisions set out in an agreement between the NPCA and the Municipality.

16. Should the municipality request a service listed in "Schedule A", quarterly invoices will be sent by the NPCA to the Municipality for the delivery of programs and services in accordance with this Agreement.
17. The responsibilities and financial obligations of the NPCA and Municipality for the 'Trees for All' program are specified in "Schedule D".
18. The responsibilities and financial obligations of the NPCA and Municipality for any other requested service can be specified and appended in additional sequentially lettered schedules as may be required.

Notice

19. Any notice in respect of this Agreement for Services shall be in writing and shall be sufficiently given or made if made in writing and either delivered in person during normal business hours of the recipient on a business day to the party for whom it is intended to the address as set out below, or sent by registered mail or by email addressed to such party as follows:

- (1) in the case of the Municipality, to:

Municipality and address

Attention: , CAO

Email:

- (2) in the case of NPCA, to:

Niagara Peninsula Conservation Authority
3350 Merrittville Highway, Unit 9
Thorold, ON
L2V 4Y6

Attention: Leilani Lee-Yates, CAO/Secretary-Treasurer

Email: llee-yates@npca.ca

or to such other addresses as the parties may from time to time set out in writing, and any notice so made or given shall be deemed to have been duly and properly made or given

and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption of postal service affecting the delivery or handling thereof, on the third business day after the date of mailing.

Force Majeure

20. Neither party shall be in default with respect to the performance or non-performance of the terms of this Agreement for Services resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) that could not reasonably have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority (other than by the Participating Municipality), plague, epidemic, pandemic, natural disaster, strike, lock-out, inability to procure material, or other cause, and the performance of such term or terms shall be extended for a period equivalent to the period of such delay. This provision should not relieve the Municipality of its obligation to pay fees and costs when due.

Governing Law

21. This Agreement for Services shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as the locus of contract.

No Agency

22. Nothing herein contained shall make or be construed to make the Municipality or the NPCA a partner of one another nor shall this Agreement for Services be construed to create a partnership, joint venture, principal-agent relationship or employment relationship in any way or for any purpose whatsoever between the Municipality or the NPCA or between the Municipality, the NPCA and a third party. Nothing in this Agreement for Services is to be construed as authorizing one of the NPCA or the Municipality to contract for or to incur any obligation on behalf of the other of them or to act as agent for the other of them. Any reference herein to the Municipality shall be interpreted to include its boards, agencies, commissions, and subsidiary operations.

Invalidity of any Provision

23. If any provision of this Agreement for Services is invalid, unenforceable or unlawful, such provision shall be deemed to be deleted from this Agreement for Services and all other provisions shall remain in full force and effect and shall be binding in all respects between the parties hereto.

Further Assurances

24. The Parties hereto agree to execute and deliver to each other such further written documents and assurances from time to time as may be reasonably necessary to give full effect to the provisions of this Agreement for Services.

Amendments

25. This Agreement for Services cannot be altered, amended, changed, modified, or abandoned, in whole or in part, except by written agreement executed by the parties, and no subsequent oral agreement shall have any validity whatsoever.

Binding Agreement

26. This Agreement for Services shall ensure to the benefit and be binding upon the parties hereto and their respective heirs, executors, representatives and successors permitted hereunder.

Execution

27. This Agreement for Services may be executed in counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all of such counterparts, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF the Municipality and the NPCA have signed this Agreement for Services on the following page.

[Signature page follows]

SIGNED, SEALED AND DELIVERED THIS ____ DAY OF _____, 2025.

NIAGARA PENINSULA CONSERVATION AUTHORITY

Per: _____
Chair – John Metcalfe

Per: _____
Chief Administrative Officer/Secretary-Treasurer – Leilani Lee-Yates

I/we have the authority to bind the Corporation

SIGNED, SEALED AND DELIVERED THIS ____ DAY OF _____, 2025.

[MUNICIPALITY NAME]

Per: _____
Mayor –

Per: _____
Chief Administrative Officer/Secretary –

I/we have the authority to bind the Corporation

NPCA Agreement of Services - Schedule “A”

NPCA Service Areas for Category 2 Services (non-Mandatory Fee-for-Service or costs-shared through fundraising)

Flood and Erosion Management

- a) Flood & erosion hazard mitigation projects on public lands across watershed rivers and streams (beyond NPCA owned lands)

Shoreline Hazard Management & Resilience

- a) Shoreline studies for public lands including environmental assessments
- b) Shoreline flood and erosions capital projects on public lands (beyond NPCA owned lands)

Planning Studies

- a) Class or Conservation Authority Environmental Assessment for restoration, trails or flood and erosion mitigation projects
- b) Review and advice on OP updates and comprehensive Zoning By-Law reviews related to watershed-based resource management and natural hazards (other than natural heritage)
- c) Support cross-disciplinary integration and inform municipal watershed planning and water, wastewater, and stormwater master planning

Watershed and Sub-watershed Planning

- a) Data, technical analysis and modeling to inform sub-watershed and quaternary planning for growth areas and restoration initiatives
- b) Review and input to sub-watershed studies or other regional scale studies (e.g., comprehensive EIS, master plans)
- c) Watershed and landscape scale integrated science and reporting to foster cross-municipal resource management

Watershed Monitoring

- a) Water quality monitoring to support municipal and other programs and initiatives (Stormwater quality monitoring or performance monitoring of Low Impact Development technologies)
- b) Ecological monitoring and inventories to support municipal programs (planning & growth)
- c) Subwatershed monitoring to support municipal studies, including surface water and groundwater quality, equipment set-up and maintenance, fish and other aquatic community surveys
- d) Groundwater monitoring and reporting

Ecological Restoration & Stewardship

- a) Restoration projects (cost-shared and Fee- for-service)
- b) Invasives species management
- c) Agriculture (public and private land), urban (homeowners/public lands) and corporate stewardship and restoration initiatives
- d) Technical support to landowners on restoration and forest management, knowledge sharing workshops, hands-on training

Climate Change Resilience

- a) Emerging climate research and practice to support municipal projects (i.e., Natural Asset Inventories)
- b) Sustainable Stormwater and Erosion/Sediment Management Technologies and Low Impact Development (implementation, training, performance monitoring and Best Management Practices)

Outdoor Education and Cultural Heritage

- a) Outdoor Education and Cultural Heritage Programs

Land Management & Land Care

- a) Land, Lease & Facility Management, Operations and Maintenance

Land Securement

- a) Strategic cost-shared acquisition of properties with lower-tier municipal partners and other agencies.

Schedule “B”

NPCA Board of Directors Resolution to Execute this Agreement

Report No. FA-28-23 RE: Agreements of Services with Municipalities as required under the Conservation Authorities Act Phase 1 Regulation

Resolution No. FA-67-2023

Moved by Brian Grant

Seconded by Mark Tadeson

1. THAT Report No. FA-28-23 RE: Agreements of Services with Municipalities as required under the Conservation Authorities Act Phase 1 Regulation BE RECEIVED.
2. THAT staff BE DIRECTED to circulate the draft Agreement of Services, as appended, for discussion with NPCA’s partner municipalities as part of the 2024 Budget process, related to Category 2 and 3 Programs and Services.
3. THAT this report BE CIRCULATED to NPCA’s partner (funding) municipalities, lower-tier municipalities. Ministry of Natural Resources and Forestry (MNRF) and Ministry of Environment Conservation and Parks (MECP).
4. THAT the final Agreements of Services BE PRESENTED to the NPCA Board of Directors for final approval.
6. AND FURTHER THAT the final executed Agreements of Services BE POSTED online as required by the Conservation Authorities Act.

Schedule “C”
[Municipality Name] Approval

DRAFT

Schedule “D”

SERVICE LEVEL AGREEMENT REGARDING ‘Trees for All’ Program

1.0) BACKGROUND

- 1.1) Trees for All is a cost-share and fee-for-service program delivered by the Niagara Peninsula Conservation Authority (NPCA), as per Schedule A under Ecological Restoration and Stewardship.
- 1.2) NPCA has facilitated a partnership (The Niagara Peninsula Tree Planting Partnership) with member municipalities and other local partners since 2021 with the goal of establishing of a high-volume multi-year tree planting program for the Niagara Peninsula Watershed in response to the Government of Canada’s 2 Billion Trees Program.
- 1.3) In 2021, NPCA submitted on behalf of the partnership a proposal to the 2 Billion Trees Program’s ‘Request for Information’ process detailing its collective vision for a high-volume multi-year tree planting program for the Niagara Watershed endorsed with Letters of Support from each of the member municipalities and other partners.
- 1.4) In 2022, on behalf of the partnership, NPCA applied for a Capacity Building Grant through the 2 Billion Trees Program’s funding streams in order to secure planting site supply. This proposal strategically addressed the partnership’s consensus with respect to the most critical functional dependency necessary to facilitate collective involvement in planning and undertaking future tree planting to increase tree canopy, forest and woodlot cover in the watershed through a multi-year high-volume tree planting program.
- 1.5) From November 2022 to May 2023, the NPCA with the partnership’s support implemented the awarded Capacity Building Grant. The development of a public and private lands inventory of tree planting opportunities in the watershed was completed through a successful landowner marketing campaign branded ‘Trees for All’. In total, over 800 hectares were identified across more than 700 private and 200 public properties estimated with cumulative capacity for 750,000 trees. ‘Trees for All’ would remain as the branding for the NPCA tree planting services and ongoing facilitation of the supporting partnership and its goals.
- 1.6) NPCA on behalf of the partnership have successfully secured grant funding from the federal 2 Billion Trees program and its aggregators (Forests Ontario and Tree Canada) to plant 90,000 trees annually (70,000 bareroot, and 20,000) from 2025 to 2028. The grant funding supports a cost sharing model wherein individual members of the partnership provide cash and in-kind support to deliver the Trees for All program to achieve their needs.

2.0) RESPONSIBILITIES

Responsibilities and financial obligations are outlined as follows:

- 2.1) The **Niagara Peninsula Conservation Authority** will:
 - a. Assist the municipality by providing technical subject matter expertise to collaboratively plan and facilitate Trees for All plantings and associated program activities within their jurisdiction.

- b. Undertake and pay for all costs incurred by Trees for All services including:
 - i. engagement with partners and private landowners to identify plantings,
 - ii. program marketing and communications,
 - iii. project design and development of site plans,
 - iv. permitting and professional stamping where applicable,
 - v. procurement of nursery stock and project materials and supplies,
 - vi. volunteer coordination,
 - vii. site preparation and installation,
 - viii. post monitoring
 - ix. reporting to contributing partners.
- c. Invoice the municipal partner, as appropriate, in line with the deliverables of the project.
- d. Monitor granting and complementary funding spaces to secure funding and continuously improve the Trees for All program cost sharing models.
- e. Update Appendix 1 to this service level agreement yearly, outlining the municipal partner's annual Trees for All scope detailing funding contribution breakdowns relative to total project(s) value.
- f. Provide an annual report of Trees for All program activities, outcomes and recommendations, including key performance indicators (i.e. total number of trees, hectares afforested, carbon sequestration projection, natural asset enhancement valuation) and financial tracking of the achievements of the program at the both the municipal partner and Niagara Watershed level. Reports will be delivered by March 31st of the subsequent year.

2.2) The **Municipality/Partner** will:

- a. Assist the NPCA by providing and tracking in-kind support to collaboratively plan and facilitate Trees for All plantings and associated activities within their jurisdiction.
- b. Contribute to costs incurred by NPCA Trees for All services for plantings and associated program activities within the organization.
- c. Cooperate to formalize annual financial commitments and to establish purchasing orders for timely compensation for services and to validate match funding expectations with grant agreements taken on by the NPCA.
- d. Collaborate with NPCA to determine planting scopes prior to annual budgets and nursery deadlines.
- e. Provide attestation of financial and in-kind contributions to Trees for All planting and associated activities to program funders as may be required.
- f. Endeavor to the best of the municipalities ability to leave the Trees for All plantings intact and encouraged to grow as a natural feature in the landscape for a period of 15 years following completion.

2.3) **The Niagara Peninsula Conservation Authority** and the **Municipality/Partner** will:

- a. Meet annually to discuss the implementation of this Agreement.
- b. Meet as required to collaboratively plan and facilitate Trees for All plantings and associated activities within the partner jurisdiction
- c. Collaborate to fundraise and secure funding continuously improve the Trees for All program cost sharing models.
- d. Collaborate to promote and amplify Trees for All program marketing and communications.
- e. Collaborate on the long-term vision and management of the Trees for All partnership and program implementation.

3.0 POINTS OF CONTACT

3.1 All notices and communications related to this Agreement will be addressed as follows:

3.1.1) For **Niagara Peninsula Conservation Authority** to:

Geoffrey Verkade
Senior Manager, Integrated Watershed Strategies
Niagara Peninsula Conservation Authority
3350 Merrittville Highway, Unit 9
Thorold, ON L2V 4Y6
Phone: (905) 788-3135 x244

3.1.2) For the **Municipality/Partner** to:

Name
Title
Organization
Street Address
City/Town, ON Postal Code
Phone: x

4.0 INDEMNIFICATION

4.1) NPCA is insured with commercial general liability up to 5 million dollars that covers:

- Personal Injury
- Owner's or Contractors Protective Liability Coverage
- Contingent Employers Liability
- Employer's Liability
- Blanket Contractual Liability

- Premises and Operation
 - Broad Form Property Damage
 - All vehicles owned or leased
- 4.2) NPCA is further insured with umbrella coverage for excess of commercial general liability and automobile liability policies.
- 4.3) NPCA's insurance does not cover liabilities beyond the project's active implementation period, such as the partner's commitment to maintain plantings as a natural feature in the landscape for a period of 15 years following completion.
- 4.4) Certificates of Insurance with minimum limits will be made available for Trees for All partners who may require on a per project basis.
- 4.5) The liability is limited to direct damages only and all other remedies or damages are waived. In no event shall NPCA be liable for consequential, incidental, punitive, or indirect damages, in tort, contract or otherwise.
- 4.6) A WSIB Clearance Certificate can be provided upon request.

5.0 FINANCIAL IMPLICATIONS

- 5.1) There are two financial models available for participating in the Trees for All program with varying costs, depending on the scope of the project (i.e., cost sharing model or fee-for-service).
- 5.2) The cost-sharing model applies to bareroot tree plantings and potted stock and leverages other external funding sources to provide a subsidy to partners. For cost-sharing model:
- Each partner is expected to provide matching cash and in-kind contributions to projects to receive the subsidized service rates.
 - The costs are based on a per tree rates (updated annually) which are inclusive of NPCA staff to engage with the *Trees for All* partner to design, plan, implement (plant), and monitor (post-planting) tree planting projects.
 - \$8.41/ tree or better for bareroot stock (2025 rate)
 - \$12.50/tree for potted stock (2025 rate)
 - Unrealized in-kind contributions may increase the price per tree and will be communicated and negotiated in advance of annual final invoicing as needed.
- 5.3) A fee-for-service (cost-recovery) model may apply in cases where the cost-sharing funding cannot be used (e.g., funding constraints, caliper tree planting, etc.). For the fee-for-service model, the relevant Board Approved NPCA fee schedule will be used to prepare a cost estimate and included in Appendix 1 of this agreement.
- 5.4) All project details including costs related to this Schedule are noted in Appendix 1 and updated annually.

Report To: Board of Directors

Subject: Agreement of Services between the City of Niagara Falls and Niagara Peninsula Conservation Authority

Report No: FA-62-25

Date: December 19, 2025

Recommendation:

THAT Report No. FA-62-25 RE: Agreement of Services between the Corporation of the City of Niagara Falls and Niagara Peninsula Conservation Authority **BE RECEIVED**;

AND THAT the Agreement of Services between the Corporation of the City of Niagara Falls and Niagara Peninsula Conservation Authority **BE APPROVED**;

AND THAT the CAO/Secretary – Treasurer and NPCA Chair **BE AUTHORIZED** to sign required documents to execute said agreement;

AND FURTHER THAT the final executed Agreement of Services between the Corporation of the City of Niagara Falls and Niagara Peninsula Conservation Authority **BE MADE PUBLICLY AVAILABLE** on NPCA's website.

Purpose:

The purpose of this report is to authorize the execution of an Agreement of Services between the City of Niagara Falls and Niagara Peninsula Conservation Authority (NPCA).

Background:

On June 16, 2023, the Board passed Resolution No. FA-67-2023, indicating:

THAT Report No. FA-28-23 RE: Agreements of Services with Municipalities as required under the Conservation Authorities Act Phase 1 Regulation **BE RECEIVED**.

THAT staff **BE DIRECTED** to circulate the draft Agreement of Services, as appended,

Report No. FA-62-25
Agreement of Services between the City of Niagara Falls
and Niagara Peninsula Conservation Authority
Page 1 of 5

for discussion with NPCA's partner municipalities as part of the 2024 Budget process, related to Category 2 and 3 Programs and Services.

THAT this report **BE CIRCULATED** to NPCA's partner (funding) municipalities, lower-tier municipalities, Ministry of Natural Resources and Forestry (MNRF) and Ministry of Environment Conservation and Parks (MECP).

THAT the final Agreements of Services **BE PRESENTED** to the NPCA Board of Directors for final approval.

AND FURTHER THAT the final executed Agreements of Services **BE POSTED** online as required by the *Conservation Authorities Act*.

In 2021, NPCA led a multi-partnered local response to a formal Request for Information from the Growing Canada's Forests program under the 2 Billion Trees initiative. The broad municipal support for subsequent collaborative federal tree planting grant applications has since evolved into NPCA's *Trees for All* program built on a cost-sharing approach. NPCA, on behalf of the partnership, has successfully secured funding from the federal 2 Billion Trees program and its aggregators (Forests Canada and Tree Canada) as well as several other third-party sources.

O. Reg. 686/21: Mandatory Programs and Services identifies tree planting and other restoration endeavors as either non-mandatory Category 2 or 3 programs and services. These services are either conducted collaboratively through levy neutral cost-sharing approaches, via fee-for-service at the request of a municipality, or as determined and recommended by the Conservation Authority to further the purposes of the *Conservation Authorities Act* as in the recommended agreement for services.

O. Reg 687/21: Transition Plans and Agreements for Programs and Services under the *Conservation Authorities Act* stipulates that agreements are required for Programs and Services under Categories 2 and 3.

Lower-tier municipalities in Niagara Region, which are not levied for CA services, can enter into Agreements of Services on a fee-for-service basis when a local municipality wishes to procure NPCA to deliver services that are not procured through the Region.

NPCA is a demonstrated leader and tree planting subject matter expert as developed through restoration programming. *Trees for All* provides tree planting-specific project management support while securing external funding to reduce expenses for participating landowners and organizations. Under the program, tree planting projects require an extensive year-long implementation cycle that will benefit from confirmed partnerships and formal service commitments. Increased financial incentives, demand, and local tree planting ambitions further support a collaborative approach in the Niagara Peninsula watershed that leads to effective tree planting program delivery that achieves shared goals and objectives.

Discussion:

The NPCA and the City of Niagara Falls have worked collaboratively since the NPCA began bringing local partners together towards federal tree planting grant submissions. Since 2021, NPCA has planted 9,100 trees and 150 shrubs in the City. In 2024, NPCA and the City specifically partnered through *Trees for All* to strategically plant 750 bareroot trees and 150 shrubs on existing berms on its Mewburn Road property.

The NPCA and City are actively exploring opportunities for 2026 and beyond. The agreement between the NPCA and the City establishes clear responsibilities and financial commitments for each party, formalizing the duties that both organizations are already performing.

The **Niagara Peninsula Conservation Authority** will:

- a. Assist the municipality by providing technical subject matter expertise to collaboratively plan and facilitate *Trees for All* plantings and associated program activities within their jurisdiction.
- b. Undertake and pay for all costs incurred by *Trees for All* services including:
 - i. engagement with partners and private landowners to identify plantings,
 - ii. program marketing and communications,
 - iii. project design and development of site plans,
 - iv. permitting and professional stamping where applicable,
 - v. procurement of nursery stock and project materials and supplies,
 - vi. volunteer coordination,
 - vii. site preparation and installation,
 - viii. post monitoring
 - ix. reporting to contributing partners.
- c. Invoice the municipal partner post planting biannually after each spring and fall season.
- d. Monitor granting and complementary funding spaces to secure funding and continuously improve the *Trees for All* program cost sharing models.
- e. Update Appendix 1 to the service level agreement yearly, outlining the municipal partner's annual *Trees for All* scope detailing funding contribution breakdowns relative to total project(s) value.
- f. Provide an annual report of *Trees for All* program activities, outcomes and recommendations, including key performance indicators (i.e. total number of trees, hectares afforested, carbon sequestration projection, natural asset enhancement valuation) and financial tracking of the achievements of the program at both the

municipal partner and Niagara Watershed level. Reports will be delivered by March 31st of the subsequent year.

The **City of Niagara Falls** will:

- a. Assist the NPCA by providing and tracking in-kind support to collaboratively plan and facilitate Trees for All plantings and associated activities within their jurisdiction.
- b. Contribute to costs incurred by NPCA *Trees for All* services for plantings and associated program activities within the organization.
- c. Cooperate to formalize annual financial commitments and to establish purchasing orders for timely compensation for services and to validate match funding expectations with grant agreements taken on by the NPCA.
- d. Collaborate with NPCA to determine planting scopes prior to annual budgets and nursery deadlines.
- e. Provide attestation of financial and in-kind contributions to *Trees for All* planting and associated activities to program funders as may be required.
- f. Endeavor, to the best of the municipality's ability, to leave the *Trees for All* plantings intact and encouraged to grow as a natural feature in the landscape for a period of 15 years following completion.

The **Niagara Peninsula Conservation Authority** and the **City of Niagara Falls** will:

- a. Meet annually to discuss the implementation of the Agreement.
- b. Meet as required to collaboratively plan and facilitate *Trees for All* plantings and associated activities within the partner jurisdiction
- c. Collaborate to fundraise and secure funding continuously improve the *Trees for All* program cost sharing models.
- d. Collaborate to promote and amplify Trees for All program marketing and communications.
- e. Collaborate on the long-term vision and management of the *Trees for All* partnership and program implementation.

Financial Implications:

The delivery of the *Trees for All* program does not impact the municipal levy and is prepared in line with Board-approved 2026 Operating Budget.

City contributions will be appended to the agreement annually based on collaboratively determined planting scopes as a record of service value through formal participation in the program. Future contributions by the City are to be determined.

Links to Policy/Strategic Plan:

Goal 1.3: Restore and enhance natural habitat, water resources, and forest cover.

Goal 4.1: Strengthen government relations toward collective outcomes and impact

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: Niagara Peninsula Conservation Authority and The City of Niagara Falls Agreement of Services

Report No. FA-54-24 RE: Trees for All Update

Authored by:

Original Signed by:

Geoffrey Verkade
Senior Manager, Integrated Watershed Strategies

Reviewed by:

Original Signed by:

Natalie Green, M.Sc., PMP
Director, Watershed Strategies & Climate Change

Submitted by:

Original Signed by:

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



AGREEMENT FOR SERVICES

THIS AGREEMENT dated this 26 day of November, 2025.

BETWEEN:

NIAGARA PENINSULA CONSERVATION AUTHORITY
(hereinafter called the "NPCA")

OF THE FIRST PART

– and –

THE CORPORATION OF THE CITY OF NIAGARA FALLS
(Hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the NPCA is a Conservation Authority established under the Conservation Authorities Act ("Act") and is governed by its members appointed by participating municipalities in accordance with the Act;

AND WHEREAS the Municipality is located wholly or in part within the area under the jurisdiction of NPCA;

AND WHEREAS the Municipality is a lower tier Municipality in the Region of Niagara located wholly or in part within the area under the jurisdiction of NPCA;

AND WHEREAS, pursuant to the Act, Conservation Authorities are permitted to provide non-mandatory programs and services under a memorandum of understanding or such other agreement as may be entered into with a Municipality;

AND WHEREAS the NPCA and the Municipality have mutually agreed to establish an agreement in relation to non-mandatory shared programs and services that are within the service areas of the NPCA attached hereto as Schedule "A".

AND WHEREAS the Council of the Municipality and NPCA Board have authorized the Municipality to enter into this Agreement for Services with the NPCA for the delivery of non-mandatory shared programs and services within the service areas of NPCA;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement for Services, including the exchange of promises it contains, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Scope and Use

1. The NPCA agrees to collaborate with the Municipality on shared programs and services selected by the Municipality in accordance with its municipal needs that are within the scope of the NPCA's Service Areas. The NPCA Service Areas for Category 2 Services (non-mandatory, fee-for-service or costs-shared through fundraising) are set out on Schedule "A" attached hereto .
2. Notwithstanding the foregoing, the Municipality acknowledges and agrees that all programs and services identified in Schedule "A" may also be included in a Watershed-based Resource Management Strategy that the NPCA is required to develop and implement under the *Act*, or any amendments thereto.

Term of Agreement

3. The term of this Agreement shall be for a period of five (5) years commencing on _____, 2025 and running until December 31, 2029 (the "**Initial Term**"),
4. This Agreement shall be reviewed by the parties within six (6) months of the end-date of the Initial Term for the purpose of determining whether or not this Agreement for Services is to be renewed by the parties, and discussing the terms of any renewal, including, but not limited to, whether any changes will be made to the list of non-mandatory programs and services attached hereto as Schedule "A". It shall be the NPCA's responsibility to initiate the review with the Municipality.
5. The NPCA and the Municipality, upon mutual agreement, may renew this Agreement for Services for an unlimited number of additional five (5) year terms (the "**Renewal Term(s)**"), provided that any renewed Agreement for Services must also be reviewed by the parties six (6) months prior to the end-date of any such Renewal Term(s), as set out in paragraph 4, above.
6. This Agreement for Services may be terminated by either Party prior to the end of the Initial Term or any Renewal Term(s), upon delivery of a written "Notice of Early Termination" in accordance with the Notice clause 19, below, from the terminating party to the non-terminating party at least six (6) months before the early termination date, which date is to be specified in the written "Notice of Early Termination".

7. The Municipality and NPCA will strive to facilitate open and timely communication at all levels. The resolution of disputes that may arise between the Parties to this Agreement for Services during the Initial Term and/or any Renewal Term(s) shall be subject to alternative dispute resolution for the settling of disputes outside the Court system. The Parties will endeavour to resolve any disputes through negotiations without use of formal mediation or adjudication. If needed, the Parties will seek mediation, to be conducted by a mutually agreed-upon mediator at such time as may be mutually agreed upon by the NPCA and the Municipality, and should mediation be unsuccessful, an arbitration to be conducted by a mutually agreed-upon arbitrator at such time and pursuant to such procedural rules as may be mutually agreed upon by the NPCA and the Municipality. The cost of any mediation and/or arbitration shall be borne in equal shares by the NPCA and Municipality.
8. The NPCA will not add to or delete from the services or programs available to and funded through the Municipality without first consulting with the Municipality and entering into a written agreement amending Schedule "A" to this Agreement for Services with the Municipality.
9. The Municipality acknowledges and agrees that by executing this Agreement for Services, it is confirmed that the terms of this Agreement for Services have been reviewed and approved by designated signing authorities.
10. This Agreement for Services does not preclude the Parties from identifying or entering into agreements with respect to opportunities for further collaboration to the benefit of both Parties, and is intended to ensure efficiency, transparency and accountability in the use of resources, including in-kind services and assistance, coordination of complementary policy and program initiatives and projects involving third parties.
11. The resolution of the NPCA Board of Directors to execute this Agreement for Services shall be attached hereto as Schedule "B".

Agreement for Services Available to the Public

12. As required by the *Act* and/or its regulations, this Agreement for Services shall be made available to the public by NPCA, including the posting of this Agreement on the NPCA website.

Fees and Payment

13. The costs associated with any programs and services that are the subject of this Agreement for Services, shall be reviewed by the Parties on an as needed basis and will be based on applicable legislation.

14. NPCA will charge the Municipality a user fee for the delivery of any programs and services, requested by the Municipality under this Agreement for Services or through collaborative projects as appropriate, to cover costs of NPCA for such programs or services. Such user fees shall only be imposed in accordance with NPCA's Fee Policy and Fee Schedules adopted in accordance with the provisions of the *Act*, or as may otherwise be agreed to by NPCA and the Municipality.
15. Quarterly invoices will be sent by NPCA to the Municipality for the delivery of any programs and services that are provided by NPCA to the Municipality in accordance with this Agreement.
16. The responsibilities and financial obligations of the NPCA and the Municipality in relation to the 'Trees for All' program provided by NPCA under its Ecological Restoration and Stewardship are specified in "Schedule "C" attached hereto.
17. The responsibilities and financial obligations of the NPCA and the Municipality for any other program or service requested by the Municipality can be specified and appended to this Agreement for Services in additional sequentially lettered schedules as may be required.

Notice

18. Any notice in respect of this Agreement for Services shall be in writing and shall be sufficiently given or made if made in writing and either delivered in person during normal business hours of the recipient on a business day to the party for whom it is intended to the address as set out below, or sent by registered mail or by email addressed to such party as follows:

- (1) in the case of the Municipality, to:

The Corporation of the City of Niagara Falls
4310 Queen Street
P.O. Box 1023
Niagara Falls, ON L2E 6X5

Attention: Jason Burgess, CAO

Email: jburgess@niagarafalls.ca

- (2) in the case of NPCA, to:

Niagara Peninsula Conservation Authority

3350 Merrittville Highway, Unit 9
Thorold, ON
L2V 4Y6

Attention: Leilani Lee-Yates, CAO/Secretary-Treasurer

Email: llee-yates@npca.ca

or to such other addresses as the parties may from time to time set out in writing, and any notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption of postal service affecting the delivery or handling thereof, on the third business day after the date of mailing.

Force Majeure

19. Neither Party shall be in default with respect to the performance or non-performance of the terms of this Agreement for Services resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) that could not reasonably have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority (other than by the Participating Municipality), plague, epidemic, pandemic, natural disaster, strike, lock-out, inability to procure material, or other cause, and the performance of such term or terms shall be extended for a period equivalent to the period of such delay. This provision should not relieve the Municipality of its obligation to pay fees and costs when due.

Governing Law

20. This Agreement for Services shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as the locus of contract.

No Agency

21. Nothing herein contained shall make or be construed to make the Municipality or the NPCA a partner of one another nor shall this Agreement for Services be construed to create a partnership, joint venture, principal-agent relationship or employment relationship in any way or for any purpose whatsoever between the Municipality or the NPCA or between the Municipality, the NPCA and a third party. Nothing in this Agreement for Services is to be construed as authorizing one of the NPCA or the Municipality to contract for or to incur any obligation on behalf of the other of them or to act as agent for the other of them. Any reference herein to the Municipality shall be interpreted to include its boards, agencies, commissions, and subsidiary operations.

Invalidity of any Provision

22. If any provision of this Agreement for Services is invalid, unenforceable or unlawful, such provision shall be deemed to be deleted from this Agreement for Services and all other provisions shall remain in full force and effect and shall be binding in all respects between the parties hereto.

Further Assurances

23. The Parties hereto agree to execute and deliver to each other such further written documents and assurances from time to time as may be reasonably necessary to give full effect to the provisions of this Agreement for Services.

Amendments

24. This Agreement for Services cannot be altered, amended, changed, modified, or abandoned, in whole or in part, except by written agreement executed by the Parties, and no subsequent oral agreement shall have any validity whatsoever.

Binding Agreement

25. This Agreement for Services shall ensure to the benefit and be binding upon the Parties hereto and their respective heirs, executors, representatives, successors and assigns permitted hereunder.

Execution

26. This Agreement for Services may be executed and delivered by facsimile or electronic transmission and the Parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Agreement for Services may be executed in any number of counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all of such counterparts, when taken together, shall constitute one and the same agreement binding on the Parties.

IN WITNESS WHEREOF the Municipality and the NPCA have signed this Agreement for Services on the following page.

[Signature page follows]

SIGNED, SEALED AND DELIVERED THIS ____ DAY OF _____, 2025.

NIAGARA PENINSULA CONSERVATION AUTHORITY

Per: _____
Chair – John Metcalfe

Per: _____
Chief Administrative Officer/Secretary-Treasurer – Leilani Lee-Yates

I/we have the authority to bind the Corporation

SIGNED, SEALED AND DELIVERED THIS 26 DAY OF November, 2025.

THE CORPORATION OF THE CITY OF NIAGARA FALLS

Per:  _____
CAO – Jason Burgess

I/we have the authority to bind the Corporation

NPCA Agreement of Services - Schedule "A"

NPCA Service Areas for Category 2 Services (non-Mandatory Fee-for-Service or costs-shared through fundraising)

Flood and Erosion Management

- a) Flood & erosion hazard mitigation projects on public lands across watershed rivers and streams (beyond NPCA owned lands)

Shoreline Hazard Management & Resilience

- a) Shoreline studies for public lands including environmental assessments
- b) Shoreline flood and erosions capital projects on public lands (beyond NPCA owned lands)

Planning Studies

- a) Class or Conservation Authority Environmental Assessment for restoration, trails or flood and erosion mitigation projects
- b) Review and advice on OP updates and comprehensive Zoning By-Law reviews related to watershed-based resource management and natural hazards (other than natural heritage)
- c) Support cross-disciplinary integration and inform municipal watershed planning and water, wastewater, and stormwater master planning

Watershed and Sub-watershed Planning

- a) Data, technical analysis and modeling to inform sub-watershed and quaternary planning for growth areas and restoration initiatives
- b) Review and input to sub-watershed studies or other regional scale studies (e.g., comprehensive EIS, master plans)
- c) Watershed and landscape scale integrated science and reporting to foster cross-municipal resource management

Watershed Monitoring

- a) Water quality monitoring to support municipal and other programs and initiatives (Stormwater quality monitoring or performance monitoring of Low Impact Development technologies)
- b) Ecological monitoring and inventories to support municipal programs (planning & growth)
- c) Subwatershed monitoring to support municipal studies, including surface water and groundwater quality, equipment set-up and maintenance, fish and other aquatic community surveys
- d) Groundwater monitoring and reporting

Ecological Restoration & Stewardship

- a) Restoration projects (cost-shared and Fee- for-service)
- b) Invasives species management
- c) Agriculture (public and private land), urban (homeowners/public lands) and corporate stewardship and restoration initiatives
- d) Technical support to landowners on restoration and forest management, knowledge sharing workshops, hands-on training

Climate Change Resilience

- a) Emerging climate research and practice to support municipal projects (i.e., Natural Asset Inventories)
- b) Sustainable Stormwater and Erosion/Sediment Management Technologies and Low Impact Development (implementation, training, performance monitoring and Best Management Practices)

Outdoor Education and Cultural Heritage

- a) Outdoor Education and Cultural Heritage Programs

Land Management & Land Care

- a) Land, Lease & Facility Management, Operations and Maintenance

Land Securement

- a) Strategic cost-shared acquisition of properties with lower-tier municipal partners and other agencies.

Schedule “B”

NPCA Board of Directors Resolution to Execute this Agreement

Report No. FA-28-23 RE: Agreements of Services with Municipalities as required under the Conservation Authorities Act Phase 1 Regulation

Resolution No. FA-67-2023

Moved by Brian Grant

Seconded by Mark Tadeson

1. THAT Report No. FA-28-23 RE: Agreements of Services with Municipalities as required under the Conservation Authorities Act Phase 1 Regulation BE RECEIVED.
2. THAT staff BE DIRECTED to circulate the draft Agreement of Services, as appended, for discussion with NPCA's partner municipalities as part of the 2024 Budget process, related to Category 2 and 3 Programs and Services.
3. THAT this report BE CIRCULATED to NPCA's partner (funding) municipalities, lower-tier municipalities. Ministry of Natural Resources and Forestry (MNRF) and Ministry of Environment Conservation and Parks (MECP).
4. THAT the final Agreements of Services BE PRESENTED to the NPCA Board of Directors for final approval.
6. AND FURTHER THAT the final executed Agreements of Services BE POSTED online as required by the Conservation Authorities Act.

Schedule “C”

SERVICE LEVEL AGREEMENT REGARDING ‘Trees for All’ Program

1.0) BACKGROUND

- 1.1) Trees for All is a cost-share and fee-for-service program delivered by the Niagara Peninsula Conservation Authority (NPCA), as per Schedule A under Ecological Restoration and Stewardship.
- 1.2) NPCA has facilitated a partnership (The Niagara Peninsula Tree Planting Partnership) with member municipalities and other local partners since 2021 with the goal of establishing of a high-volume multi-year tree planting program for the Niagara Peninsula Watershed in response to the Government of Canada’s 2 Billion Trees Program.
- 1.3) In 2021, NPCA submitted on behalf of the partnership a proposal to the 2 Billion Trees Program’s ‘Request for Information’ process detailing its collective vision for a high-volume multi-year tree planting program for the Niagara Watershed endorsed with Letters of Support from each of the member municipalities and other partners.
- 1.4) In 2022, on behalf of the partnership, NPCA applied for a Capacity Building Grant through the 2 Billion Trees Program’s funding streams in order to secure planting site supply. This proposal strategically addressed the partnership’s consensus with respect to the most critical functional dependency necessary to facilitate collective involvement in planning and undertaking future tree planting to increase tree canopy, forest and woodlot cover in the watershed through a multi-year high-volume tree planting program.
- 1.5) From November 2022 to May 2023, the NPCA with the partnership’s support implemented the awarded Capacity Building Grant. The development of a public and private lands inventory of tree planting opportunities in the watershed was completed through a successful landowner marketing campaign branded ‘Trees for All’. In total, over 800 hectares were identified across more than 700 private and 200 public properties estimated with cumulative capacity for 750,000 trees. ‘Trees for All’ would remain as the branding for the NPCA tree planting services and ongoing facilitation of the supporting partnership and its goals.
- 1.6) NPCA on behalf of the partnership has successfully secured grant funding from the federal 2 Billion Trees program and its aggregators (Forests Ontario and Tree Canada) to plant 90,000 trees annually (70,000 bareroot, and 20,000) from 2025 to 2028. The grant funding supports a cost sharing model wherein individual members of the partnership provide cash and in-kind support to deliver the Trees for All program to achieve their needs.

2.0) RESPONSIBILITIES

Responsibilities and financial obligations are outlined as follows:

- 2.1) The **Niagara Peninsula Conservation Authority** will:
 - a. Assist the municipality by providing technical subject matter expertise to collaboratively plan and facilitate Trees for All plantings and associated program activities within their jurisdiction.

- b. Undertake and pay for all costs incurred by Trees for All services including:
 - i. engagement with partners and private landowners to identify plantings,
 - ii. program marketing and communications,
 - iii. project design and development of site plans,
 - iv. permitting and professional stamping where applicable,
 - v. procurement of nursery stock and project materials and supplies,
 - vi. volunteer coordination,
 - vii. site preparation and installation,
 - viii. post monitoring
 - ix. reporting to contributing partners.
- c. Invoice the municipal partner, as appropriate, in line with the deliverables of the project.
- d. Monitor granting and complementary funding spaces to secure funding and continuously improve the Trees for All program cost sharing models.
- e. Update the Trees for All planting scope annually (to be included as appendix 1), outlining the municipal partner's funding contribution breakdowns relative to total project(s) value.
- f. Provide an annual report of Trees for All program activities, outcomes and recommendations, including key performance indicators (i.e. total number of trees, hectares afforested, carbon sequestration projection, natural asset enhancement valuation) and financial tracking of the achievements of the program at the both the municipal partner and Niagara Watershed level. Reports will be delivered by March 31st of the subsequent year.

2.2) The **Municipality/Partner** will:

- a. Assist the NPCA by providing and tracking in-kind support to collaboratively plan and facilitate Trees for All plantings and associated activities within their jurisdiction.
- b. Contribute to costs incurred by NPCA Trees for All services for plantings and associated program activities within the organization.
- c. Cooperate to formalize annual financial commitments and to establish purchasing orders for timely compensation for services and to validate match funding expectations with grant agreements taken on by the NPCA.
- d. Collaborate with NPCA to determine planting scopes prior to annual budgets and nursery deadlines.
- e. Provide attestation of financial and in-kind contributions to Trees for All planting and associated activities to program funders as may be required.
- f. Endeavor to the best of the municipalities ability to leave the Trees for All plantings intact and encouraged to grow as a natural feature in the landscape for a period of 15 years following completion.

2.3) **The Niagara Peninsula Conservation Authority** and the **Municipality/Partner** will:

- a. Meet annually to discuss the implementation of this Agreement.
- b. Meet as required to collaboratively plan and facilitate Trees for All plantings and associated activities within the partner jurisdiction
- c. Collaborate to fundraise and secure funding continuously improve the Trees for All program cost sharing models.
- d. Collaborate to promote and amplify Trees for All program marketing and communications.
- e. Collaborate on the long-term vision and management of the Trees for All partnership and program implementation.

3.0 POINTS OF CONTACT

3.1 All notices and communications related to this Agreement will be addressed as follows:

3.1.1) For **Niagara Peninsula Conservation Authority** to:

Geoffrey Verkade
Senior Manager, Integrated Watershed Strategies
 Niagara Peninsula Conservation Authority
 3350 Merrittville Highway, Unit 9
 Thorold, ON L2V 4Y6
 Phone: (905) 788-3135 x244

3.1.2) For the **Municipality/Partner** to:

Charlie Smith
Manager of Roadways and Parks
 City of Niagara Falls
 3200 Stanley Avenue
 Niagara Falls, ON L2E 6S4
 Phone: (905) 356-7521 x6513

4.0 INDEMNIFICATION

4.1) NPCA is insured with commercial general liability up to 5 million dollars that covers:

- Personal Injury
- Owner's or Contractors Protective Liability Coverage
- Contingent Employers Liability
- Employer's Liability
- Blanket Contractual Liability
- Premises and Operation

- Broad Form Property Damage
 - All vehicles owned or leased
- 4.2) NPCA is further insured with umbrella coverage for excess of commercial general liability and automobile liability policies.
 - 4.3) NPCA's insurance does not cover liabilities beyond the project's active implementation period, such as the partner's commitment to maintain plantings as a natural feature in the landscape for a period of 15 years following completion.
 - 4.4) Certificates of Insurance with minimum limits will be made available for Trees for All partners who may require on a per project basis.
 - 4.5) The liability is limited to direct damages only and all other remedies or damages are waived. In no event shall NPCA be liable for consequential, incidental, punitive, or indirect damages, in tort, contract or otherwise.
 - 4.6) A WSIB Clearance Certificate can be provided upon request.

5.0 FINANCIAL IMPLICATIONS

- 5.1) There are two financial models available for participating in the Trees for All program with varying costs, depending on the scope of the project (i.e., cost sharing model or fee-for-service).
- 5.2) The cost-sharing model applies to bareroot tree plantings and potted stock and leverages other external funding sources to provide a subsidy to partners. For cost-sharing model:
 - Each partner is expected to provide matching cash and in-kind contributions to projects to receive the subsidized service rates.
 - The costs are based on a per tree rates (updated annually) which are inclusive of NPCA staff to engage with the *Trees for All* partner to design, plan, implement (plant), and monitor (post-planting) tree planting projects.
 - \$8.41/ tree or better for bareroot stock (2025 rate)
 - \$12.50/tree for potted stock (2025 rate)
 - Unrealized in-kind contributions may increase the price per tree and will be communicated and negotiated in advance of annual final invoicing as needed.
- 5.3) A fee-for-service (cost-recovery) model may apply in cases where the cost-sharing funding cannot be used (e.g., funding constraints, caliper tree planting, etc.). For the fee-for-service model, the relevant Board Approved NPCA fee schedule will be used to prepare a cost estimate and included in Appendix 1 of this agreement.
- 5.4) All project details including costs related to this Schedule are noted in Appendix 1 and updated annually.

Appendix 1

REGARDING

The City of Niagara Falls Annual 'Trees for All' Scope

2025 Bareroot Projects: 0

1. RP00XX Site Address – Landowner Name
 - a. Scope
 - b. Partner Cash Contributions

2025 Potted Projects: 0

1. RP00XX Site Address – Landowner Name
 - a. Scope
 - b. Partner Cash Contributions
 - c. Partner In-Kind Contributions

TOTAL CASH CONTRIBUTION: \$0

Total Value for Services	\$ 0
Total External Subsidies	\$ 0
Total NPCA In-kind	\$ 0
Total Municipal In-kind	\$ 0

Report To: Board of Directors

Subject: 2026 Fees Schedule

Report No: FA-66-25

Date: December 19, 2025

Recommendation:

THAT Report No. FA-66-25 RE: 2026 Fee Schedule **BE RECEIVED**;

AND THAT the 2026 Fee Schedule outlined in Appendix 1 of Report No. FA-66-25 **BE APPROVED**, with an effective date of January 1, 2026;

AND THAT the 2026 Fee Schedule **BE MADE PUBLICALLY AVAILABLE** on the NPCA website;

AND FURTHER THAT in the event of the issuance of direction from the Minister of Environment, Conservation and Parks to require a conservation authority not to change amounts charged for plan reviewing and commenting and issuing permits, as directed in previous years, **THE CAO/SECRETARY-TREASURER BE DIRECTED TO ADJUST THE 2026 FEE SCHEDULE** to reflect the plan review and permit fees in the Board-approved 2025 Fee Schedule.

Purpose:

The purpose of this report is for the NPCA Board of Directors to consider and approve the 2026 Fee Schedule (Appendix 1).

Background:

Amendments to the *Conservation Authorities Act* were undertaken in 2020 to clarify the programs and services that conservation authorities deliver. In 2021, [O. Reg. 686/21 Mandatory Programs and Services](#) provided additional clarity regarding the programs and services that CAs are required to provide.

In April, 2022 the Minister of Environment, Conservation and Parks released [Policy: Minister's list of classes of programs and services in respect of which conservation authorities may charge a fee](#) ("Minister's List"). Conservation authorities may only charge a fee for a program or services that it provides if it is set out in the Minister's List. The Minister's List identifies that conservation authorities may charge a fee for mandatory, municipal and other programs and services where the user-pay principle is appropriate.

The Minister's List replaces the 1997 *Policies and Procedures for the Charging of Conservation Authority Fees* and came into effect on January 1, 2023.

On December 12, 2024, the Minister of Natural Resources (the Minister) issued a letter to all conservation authorities advising that the freeze on Planning and Permitting fees that has been in place since 2023 was being extended until December 31, 2025. This direction requires a conservation authority not to change the amount of the fee it charges or the manner in which it determines the fee for programs and services related to reviewing planning proposals and issuing permits.

Discussion:

Minister's Fee Classes Policy

Section 21.2 of the *Conservation Authorities Act* requires a conservation authority to administer the charging of fees in a transparent and accountable manner by adopting and publishing a written fee policy, which includes a fee schedule that lists the programs and services for which an authority charges a fee and the amount to be charged. Conservation authorities must maintain their fee schedule and if an authority wishes to make changes to its fee schedule, it must notify the public of the proposed change. A conservation authority is permitted to charge a fee for a program or service only if the program or service is included in the Minister's List of classes of programs and services.

User-Pay Principle

The fees that conservation authorities charge, in accordance with the Minister's Fee Classes Policy, are considered 'User fees.' User fees are paid to an authority by a person or organization for a service that they specifically benefit from. This includes use of a public resource (e.g., park access or facility rental) or the privilege to do something (e.g., receive an approval through a permit or other permission to undertake a regulated activity).

For the purposes of this Minister's Fee Classes Policy, a fee may only be applied when the User-Pay Principle is considered appropriate, which is when there is a class of persons that directly benefits from a program or service delivered by an authority.

The following is a list of classes of programs and services in respect of which an authority may charge a fee.

Category 1: Mandatory Programs and Services (Section 21.1 of the Act)

Category 1 programs and services where the following requirement is met:

1. User-Pay Principle is appropriate.

Category 2: Municipal Programs and Services (Section 21.1.1 of the Act)

Category 2 programs and services where both the following requirements are met:

1. User-Pay Principle is appropriate; and
2. The parties agree through provisions in a memorandum of understanding, service level agreement, or other agreement governing the provision of the Category 2 program or service that the authority should be permitted to charge a fee for that program or service.

Category 3: Authority Determined Programs and Services (Section 21.1.2 of the Act)

Category 3 programs and services that **are** financed in whole or in part by the municipal levy require a cost apportioning agreement, and where both the following requirements are met:

1. User-Pay Principle is appropriate; and
2. Where a cost apportionment agreement has been entered into for a Category 3 program or service, the agreement includes provisions permitting the authority to charge a fee for the program or service. This requirement does not apply where the cost apportionment agreement relates to any of the following Category 3 programs and services:

- i) Recreational activities that are provided on land that is owned or controlled by the authority with the direct support or supervision of staff employed by the authority or by another person or body, or with facilities or other amenities maintained by the authority, including equipment rentals and renting facilities for special events.
- ii) Community relations to help establish, maintain, or improve relationships between the authority and community members.
- iii) Public education services to improve awareness of issues relating to the conservation, restoration, development, and management of natural resources in watersheds in Ontario.
- iv) The provision of information to the public.
- v) The sale of products by the Authority.

Category 3 programs and services that **are not** financed in whole or in part by the municipal levy, and where the following requirement is met:

1. User-Pay Principle is appropriate.

Determining Fees

Fees are necessary to finance NPCA's programs and services in the absence of sufficient provincial or municipal funding to deliver the program or service, or as a means of generating revenues to support the program or service.

Unless otherwise prescribed by the Minister through regulation, the conservation authority determines the amount of the fee based on consideration of eligible costs, and consideration of the following issues and data, where and when relevant:

- Analysis of trends in workload changes, shifts in market and types of applications
- Consultation with developers/municipalities about work effort, new

- planning/legislative requirements and streamlining
- General overview of status of cost recovery
- Statistics of numbers of applications and annual changes, where required
- Level of service/review turn-around timing
- Areas of improvement of level of service/staffing demands
- Cost cutting measures as required
- Reserve fund requirements
- Identification of specific/specialized municipal requirements
- Trends in legal costs associated related to planning and enforcement.
- Fees charged by the private sector for similar services
- Fees are proposed using (full and partial) cost recovery methodology for the following program areas:
 - Plan Review
 - Permits
 - Technical Report Review
 - Inquiries and Minor Works
 - Conservation Area Rates (Day Use, Camping, Passes and Permits, Educational Programming)
 - Weddings and Special Events
 - Consulting and Professional Fees

In addition, the Board will consider impact of fees on program delivery, the nature of the request and fair-market-value of similar services in the private sector to prevent a situation of unfair competition, inappropriate application of taxpayer subsidized services and excessive use of limited staff resources.

Fee Schedule Review

The Fee Schedule will be reviewed annually in conjunction with the annual budgeting process. Upon completing the review, staff will propose a Fee Schedule for approval by the Board of Directors. Once approved, the revised Fee Schedule will be published on NPCA's website and distributed to stakeholders upon request.

At the Full Authority Board Meeting on 25 July 2025, the NPCA Board approved the 2026–2027 Wedding and Facility Rental Fees as outlined in Report No. FA-39-25. The remaining 2026 Conservation Area Fees were subsequently approved at the Board of Directors Meeting held on November 21, 2025 (Report No. FA-51-25).

The 2026 Fee Schedule in Appendix 1 includes the Board-approved Wedding and Rental Fees, and Conservation Area Fees with adjusted Plan Review Fees, Permit Fees and Consulting and Fee-for-Service fees. The Consulting and Fee-for-Service fees have been adjusted to reflect the 2026 NPCA hourly job rates that includes a 2.5% cost-of-living-adjustment.

Adjustments to Plan Review and Permitting Fees

The Plan Review and Permit Fees have been adjusted to include an inflationary increase of 2.4%. Further, staff have reclassified some of the Site Plan Review categories to “major” and “minor”, which is consistent with other Plan Review fee categories.

Several fee categories for various municipal infrastructure reviews/permits (Environmental Assessments, Drainage Act reviews, and Municipal Infrastructure Permits) were originally established at 50 percent cost recovery, with a phased fee increase to achieve full cost recovery. Based on feedback from municipal staff and in an effort to help municipalities keep capital project costs down, we have not implemented the full fee increase. This will be reviewed during the next comprehensive fee review.

Staff were cognizant of the potential for the Minister to further extend the fee freeze during the 2026 budget process. The 2026 operating budget is based on fee revenue estimates driven by past performance and recognized trends for this business unit. Staff had implemented a full review of the Planning and Permitting fees in 2022, which brought our fees up to appropriate levels for full cost recovery. This has helped mitigate the impact of the fee freeze to revenues since 2023. While staff is not anticipating any material impacts to revenue generation in the event of a continued fee freeze in 2026, further fee freezes would impact NPCA’s ability to generate revenue to cover costs, including the impact of inflation associated with the processing of Planning and Permitting applications.

Related Reports and Appendices:

Appendix 1: 2026 Fees Schedule

Links To Policy/Strategic Plan:

Goal 5.2 – Improve internal operations and processes

Goal 6.1 – Ensure responsible, sustainable, and sound fiscal practices

Goal 6.2 – Optimize self-generating revenue using innovative approaches

Authored by:

Original Signed by:

Lise Gagnon, CPA, CGA
Director, Corporate Services

Reviewed and Submitted by:

Original Signed by:

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

Niagara Peninsula Conservation Authority	Appendix 1 - FA-66-25
FEE SCHEDULE (EXCLUDING HST)	Effective 1-JAN-2026
Description	2026
Schedule A - PLAN REVIEW FEES	
Official Plan Amendments - Standard ¹	\$ 1,570.56
Official Plan Amendments - Major ²	\$ 6,386.94
Zoning By-law Amendment - Standard ¹	\$ 1,570.56
Zoning By-law Amendment - Major ²	\$ 6,386.94
Zoning By-law - Removal of Holding	\$ 1,570.56
Site Plan Control - Minor ¹	\$ 3,141.12
Site Plan Control - Major ²	\$ 8,376.32
Consent	\$ -
Consent - Minor ¹	\$ 1,099.39
Consent - Major ²	\$ 2,080.99
Minor Variance	\$ -
Minor Variance - Minor ¹	\$ 628.22
Minor Variance - Major ²	\$ 1,884.67
Plan of Subdivision/Condominium (no previous site plan circulation):	\$ -
Charges for review to provision of Conditions of Draft Approval <u>only</u> on a new application. Involvement subsequent to draft approval is subject to additional fees. <i>Less than 100 lots</i>	\$ 4,397.57
Charges for review to provision of Conditions of Draft Approval <u>only</u> on a new application. Involvement subsequent to draft approval is subject to additional fees. <i>More than 100 lots</i>	\$ 7,119.87
Clearance of Conditions for Subdivision Registration (per phase) - <i>Less than 100 lots</i>	\$ 596.81
Clearance of Conditions for Subdivision Registration (per phase) - <i>More than 100 lots</i>	\$ 2,408.19
Draft Plan Modifications (alterations to site/plan layout) - <i>Less than 100 lots</i>	\$ -
Draft Plan Modifications ³ (alterations to site/plan layout) - <i>More than 100 lots</i>	\$ -
Draft Plan Modifications ³ (alterations to site/plan layout) - Condominium	\$ 1,047.04
Draft Plan Modifications ³ (alterations to site/plan layout) - Subdivision	\$ 1,047.04
Draft Plan Extension (original conditions about to lapse for draft approval) - <i>Less than 100 lots</i>	\$ -

Niagara Peninsula Conservation Authority	Appendix 1 - FA-66-25
FEE SCHEDULE (EXCLUDING HST)	Effective 1-JAN-2026
Description	2026
Draft Plan Extension (original conditions about to lapse for draft approval) - <i>More than 100 lots</i>	\$ -
Draft Plan Extension ⁴ (original conditions about to lapse for draft approval) - Condominium	\$ 1,047.04
Draft Plan Extension ⁴ (original conditions about to lapse for draft approval) - Subdivision	\$ 2,094.08
Niagara Escarpment Plan - Development Permit	\$ -
Niagara Escarpment Plan - Development Permit (No Tech review required)	\$ 628.22
Niagara Escarpment Plan - Development Permit (Tech review required)	\$ 892.08
Niagara Escarpment Plan Amendment	\$ 4,210.15
Aggregate Extraction Applications	\$ 9,894.53
Reactivation Fee (all application types) after three (3) years of dormancy	\$ 387.40
Resubmission Fee (hourly)	\$ 115.17

Niagara Peninsula Conservation Authority	Appendix 1 - FA-66-25
FEE SCHEDULE (EXCLUDING HST)	Effective 1-JAN-2026
Description	2026
Schedule B - PERMIT FEES	
Development - Major ¹	\$ 6,282.24
Development - Minor ²	\$ 1,570.56
Development - Routine ³	\$ 628.22
Interference with Wetlands - Major	\$ 6,282.24
Interference with Wetlands - Minor	\$ 1,570.56
Interference with Wetlands - Routine	\$ 628.22
Municipal Infrastructure or Utilities - Major Permit	\$ 3,141.12
Municipal Infrastructure or Utilities - Minor Permit	\$ 1,570.56
Municipal Infrastructure or Utilities - Routine Permit	\$ 628.22
Minor Amendment to Issued Permit	50% permit fee
Request for Permit Extension	\$ 366.46
Resubmission Fee ⁴ (hourly)	\$ 115.17
Non-Compliance (Permit Issued)	\$ 5,450.89
Violation Surcharge (No Permit Issued)	\$ 5,450.89
Schedule C - TECHNICAL REPORT REVIEW FEES	
Environmental Assessment Review	\$ 2,617.60
Site Visit (Not Part of a Permit or Planning Application)	\$ 575.87
Technical Study Review (Not Part of a Permit or Planning Application)	\$ 2,094.08
Municipal Drain Maintenance or Repair (DART)	\$ 575.87
Municipal Drain - New Construction or Improvement Under Section 78	\$ 3,926.40
Municipal Drain - New Section 78 Engineering Report	\$ 1,465.86
Schedule D - INQUIRIES / MINOR WORKS	
Solicitor, Real Estate, Appraiser	\$ 366.46
Building Permit Clearance	\$ 366.46

Niagara Peninsula Conservation Authority		Appendix 1 - FA-66-25
FEE SCHEDULE (EXCLUDING HST)		Effective 1-JAN-2026
Description		2026
Schedule E - CONSERVATION AREA RATES		
Day Use Admission		
Balls Falls, Binbrook, Chippawa Creek, Long Beach (unless specified)		
- Children 5 and Under		FREE
- Vehicle and driver	\$	13.27
- Vehicle and Senior/Accessible/Student Driver	\$	10.18
- Additional Passenger - Adult	\$	4.42
- Additional Passenger - Senior/Accessible/Student	\$	3.54
- Maximum Vehicle	\$	26.55
- Bus - greater than 20 passengers per vehicle	\$	150.44
- Shoulder Season Admission (Fall/Winter) - No attendant	\$	7.96
- Auto Gate Peak Season (No attendant)	\$	13.27
Balls Falls Thanksgiving Festival (Note: \$1 General ticket - NPCF)		
- Children 5 and Under		FREE
- General Admission	\$	10.62
- Senior (65+)	\$	7.96
- Children (3 to 11 years of age)	\$	7.96
Camping		
Chippawa Creek and Long Beach		
- Non Serviced One Night (transient)	\$	52.23
- 15 Amp One Night (transient)	\$	57.14
- 15 Amp Seasonal	\$	3,070.45
- 15 Amp One Night Premium (transient)	\$	62.06
- 15 Amp Seasonal Premium	\$	3,362.19
- 30 Amp One Night (transient)	\$	64.52
- 30 Amp Seasonal	\$	3,508.21

Niagara Peninsula Conservation Authority		Appendix 1 - FA-66-25
FEE SCHEDULE (EXCLUDING HST)		Effective 1-JAN-2026
Description		2026
- 30 Amp One Night Premium	\$	66.98
- 30 Amp Seasonal Premium	\$	3,792.92
- 30 Amp Seasonal Premium / Ridge - Long Beach Only	\$	4,193.53
- Reservation Fee	\$	11.50
- Change / Cancellation Fee	\$	7.96
- Deck Storage	\$	88.50
- Trailer Storage - Long Beach Only	\$	7.96
Passes and Permits		
- NPCA NaturePlus Membership Pass	\$	119.32
- NPCA NaturePlus Membership Pass Replacement Fee	\$	25.00
- NPCA NaturePlus Membership Pass Renewal Fee	\$	109.32
- Photography Permit (per day)	\$	122.94
- Filming Permit (per hour)		\$152 - \$500
- Hunting Permit	\$	43.50
- Hunting Blind Reservation	\$	43.50
Educational Programming (HST exempt)		
- Half-Day School Visit (per student)	\$	10.00
- Full-Day School Visit (per student)	\$	16.00
- Overnight Camping Adventure (per student)	\$	136.00
- School Visit Lunch Venue	\$	100.00
- Full Day Nature School (per student)	\$	65.00
- Extended Day Care (per day, per family)	\$	13.00
- Single Day Camp (PD/PA Days) (per child)	\$	55.00
- Full Week Day Camp (March Break, Summer) (per child)	\$	195.00
- Additional Child Full Week Day Camp	\$	170.00
Schedule F - EVENT FACILITIES		

Niagara Peninsula Conservation Authority	Appendix 1 - FA-66-25
FEE SCHEDULE (EXCLUDING HST)	Effective 1-JAN-2026
Description	2026
NPCA Facility Rentals	
Pavilion Rental	
- Picnic Pavilion Rental (Balls Falls, Binbrook, Chippawa Creek, Long Beach)	\$ 154.87
Corporate Facilities Rental	
- Corporate Day Rate	\$ 688.50
- Educational Day Rate	\$ 344.25
- Special Large-Scale Event Site Use Permit	\$ 11,538.64
- Craft/Artisan/Beverage/Concession Vendor Space	\$ 360.53
- Concession Vendor Commission Fees	0 to 15%
Weddings	
Barn Rental	
- Barn Reception ¹	\$ 3,778.90
- Venue Setup Rental ²	\$ 346.39
Pavilion Wedding - Binbrook, Chippawa Creek, Long Beach	
- Pavilion Reception	\$ 1,188.42
Centre for Conservation - Glen Elgin Room - Balls Falls	
- Glen Elgin Room Reception	\$ 3,778.90
- Venue Setup Rental ²	\$ 346.39
Church Rental	
- Two-Hour Ceremony ³	\$ 1,070.69
Natural Setting Rental	
- Outdoor Ceremony - Balls Falls	\$ 1,070.69
- Outdoor Ceremony - Binbrook, Chippawa Creek, Long Beach & Others	\$ 415.95
Bridal Suite Rental	
- Daily Rate	\$ 472.36
Schedule F - CONSULTING AND FEE-FOR-SERVICE	

Niagara Peninsula Conservation Authority	Appendix 1 - FA-66-25
FEE SCHEDULE (EXCLUDING HST)	Effective 1-JAN-2026
Description	2026
Professional Services - Hourly	
Administrative Assistant / Coordinator	\$ 55.82
Technician	\$ 62.72
Specialist	\$ 68.92
Specialist 2	\$ 75.74
Officer / Engineer	\$ 81.39
Manager / Analyst	\$ 85.59
Technical Manager	\$ 95.41
Senior Manager	\$ 104.97
Senior Engineer	\$ 115.06
Director	\$ 124.90
CAO/Secretary-Treasurer	\$ 166.87
GIS Support - Manager	\$ 85.59
GIS Support - Administrator	\$ 68.92
GIS Support - Analyst	\$ 56.51
GIS Support - Technician	\$ 51.94

Report To: Board of Directors

Subject: Licence of Occupation Agreement with Parks Canada – Niagara Shores Park

Report No: FA-61-25

Date: December 19, 2025

Recommendation:

THAT Report No. FA-61-25 RE: Licence of Occupation Agreement with Parks Canada – Niagara Shores Park **BE RECEIVED**;

AND THAT the Licence of Occupation Agreement between Parks Canada and the Niagara Peninsula Conservation Authority, as appended herein, **BE APPROVED**;

AND THAT the CAO/Secretary – Treasurer **BE AUTHORIZED** to sign required documents to execute said agreement;

AND THAT staff **BE DIRECTED** to report back annually on the status and planned activities pertaining to the Niagara Shores Park property.

AND FURTHER THAT Report No. FA-61-25 **BE CIRCULATED** to the Town of Niagara-on-the-Lake and Niagara Region for information.

Purpose:

To authorize the execution of a Licence of Occupation Agreement between Parks Canada and Niagara Peninsula Conservation Authority (NPCA).

Background:

NPCA Board of Directors approved the Land Securement Strategy (LSS) in December 2022 via Resolution No. FA-128-2022. Approval of the LSS was a significant achievement for NPCA and supports Goal 1.4 of NPCA's 2021-2031 Strategic Plan – Managing NPCA lands to increase biodiversity, habitat connectivity, and natural cover. Guidance provided by the

LSS has allowed NPCA to move forward with targeted acquisitions/agreements that would protect and enhance natural features and functions of the watershed.

Over the past several years, NPCA has been approached about a Federal property known as Niagara Shores Park to explore opportunities to maintain and protect the natural heritage features in public ownership as a conservation area.

Niagara Shores Park is a 14-hectare forested area that is a parcel of land included in Parks Canada's Lakeshore Properties (Appendix 1), located in the Town of Niagara-on-the-Lake. Niagara Shores is currently managed by Parks Canada as part of Niagara National Historic Sites, but it was previously leased to NPCA and operated as Niagara Shores Conservation Area from 1980-1993. Due to vandalism and repeated damage to the grounds, vehicular access to the park has been restricted and Parks Canada encourages access by foot or active transportation.

In 2023, NPCA and Parks Canada staff met on site to discuss next steps. Both parties expressed a desire to collaborate in ensuring the future use of this property remains as a natural area in public ownership. Staff also discussed the need to develop a management plan in consultation with the community and all levels of government.

Throughout the latter half of 2024 NPCA and Parks Canada staff discussed potential agreement options and met with the Town of Niagara-on-the-Lake regarding the initiative. Both parties have since received legal advice to support the drafting of the agreement and conducted additional site visits at the property. In July 2025, NPCA staff presented a confidential report to outline the recommended agreement details and obtained authorization to negotiate said agreement that would be brought forward publicly for Board consideration.

Discussion:

In discussions between NPCA and Parks Canada staff, staff are recommending NPCA enter into a Licence of Occupation which would allow NPCA some privileges to manage the property without completing a transfer of lands. A Licence of Occupation is a short-term agreement, usually no more than a 5-year period, which grants the Licensee (i.e., NPCA) the ability to use the Land for the purpose of enhancing natural and cultural heritage based on operational requirements and a scope of work agreed upon between both parties.

NPCA engaged legal advice to review and revise the content of the Licence of Occupation Agreement. Staff have discussed proposed revisions with Parks Canada staff. There is a mutual desire to proceed with executing the Licence of Occupation (Appendix 2).

Opportunities

Execution of the Licence of Occupation poses several opportunities to enhance visitor experience and deepen community appreciation for Niagara Shores Park. The Licence of Occupation would allow for NPCA to conduct further research and studies on the property,

provide much needed land care, and work with the community and interested partners on a land management plan to help determine the appropriate use and management of the park. Some additional opportunities staff have identified include:

- Shared services for land care / maintenance between NPCA and the Town of Niagara-on-the-Lake;
- Potential location for case study as part of the Lake Ontario Coastal Resilience Pilot project to address ongoing natural hazard issues onsite;
- Additional partnership with the Town of Niagara-on-the-Lake for parking enhancements at a nearby property to provide a safe entry and crossing to Niagara Shores Park;
- Research opportunities; and
- Potential for future restoration or stewardship activities.

Risk Assessment

Staff have carefully reviewed the Licence of Occupation and engaged legal advice to ensure risks pertaining to liability are mitigated, where possible. A termination clause has been proposed, should it become apparent that the Licence of Occupation is no longer in the best interest of NPCA. The erosion along the Lake Ontario shoreline does pose a risk to visitors; Parks Canada has implemented signage to raise awareness on site. Should the proposed agreement be executed, NPCA will coordinate with Parks Canada to maintain or enhance communication regarding public safety on site.

Outlook

A Licence of Occupation enables NPCA to gain deeper familiarity with the lands that can provide a foundation directing next steps in this partnership. Activities undertaken through the Licence of Occupation may lead to further discussions between both agencies on the conveyance of the site into NPCA ownership. Parks Canada has noted that a transfer of lands or long-term lease would require further consultation and public engagement. The proposed agreement would empower NPCA to present evidence-based best practices and opportunities at Niagara Shores Park through this process, and parties could collaborate on the engagement plan and include it in the scope of work in the final years of the Licence of Occupation, if both parties are in mutual agreement to do so.

Next Steps

Once the agreement is executed, NPCA will prepare a high-level work plan to guide activities and priorities from 2026-2031. NPCA will also engage in discussions with the Town of Niagara-on-the-Lake to confirm areas of collaboration.

Financial Implications:

At this point, there are no financial implications in undertaking these negotiations. Costs to execute and administer the Licence of Occupation have been included in the operating budget. The annual administration fee associated with the Licence is \$100. The administration fee, land care and management planning costs will be included in annual budgets.

Links to Policy/Strategic Plan:

Goal 1.4. – Manage lands to increase biodiversity, habitat connectivity, and natural cover.
Goal 3.1. – Create equitable access to greenspace for the health and well-being of people.

Proposed recommendations also advance NPCA strategic goals and performance measures related to natural hazard protection, ecosystem improvements, and building relationships within the watershed community.

Related Reports and Appendices:

Appendix 1: Lakeshore Properties and Battlefield of Fort George Map

Appendix 2: Licence of Occupation

Confidential Report No. FA-43-24 RE: Negotiations with Parks Canada Related to the Lake Shore Property (also known as Niagara Shores)

Confidential Report No. FA-36-25 RE: Authorization to enter into Licence of Occupation Agreement with Parks Canada – Niagara Shores Park

Co-Authored by:

Original Signed by:

Melanie Davis, M.A.
Manager, Office of the CAO & Board

Original Signed by:

Eric Baldin, BES, MES
Manager, Land Planning

Original Signed by:

Natalie Green, M.Sc., PMP
Director, Watershed Strategies & Climate Change

Reviewed and Submitted by:

Original Signed by:

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



THIS LICENCE OF OCCUPATION made this day of , 2025.

BETWEEN: **HIS MAJESTY THE KING**, in right of Canada, represented herein by the Minister of the Environment for the purposes of the Parks Canada Agency, (“His Majesty”),

OF THE FIRST PART,

AND: **NIAGARA PENINSULA CONSERVATION AUTHORITY** a body corporate, incorporated under the laws of the Province of Ontario and having its head office in the City of Thorold in the said Province (“**Licensee**”),

OF THE SECOND PART.

WITNESS that in consideration of the fees, covenants and agreements herein reserved and contained on the part of the Licensee to be paid, observed, performed and kept, His Majesty hereby gives permission to the Licensee to use and occupy on a non-exclusive basis for the purpose hereinafter mentioned and subject to the terms and conditions hereinafter contained, all that certain parcel or tract of land and premises situate within the Lakeshore Properties, in the town of Niagara-on-the-Lake, in the province of Ontario, and being composed of: all that certain parcel of land as outlined and shaded in blue on the site plan annexed hereto and forming part hereof as Schedule “A”, (the “Land”); for a period of five (5) years commencing on the ____ day of _____ 2025, and ending on the ____ day of _____, 2030 (“Period”).

ARTICLE 1.00 DEFINITIONS

1.01 In this Licence of Occupation:

- (a) “Applicable Environmental Law” means:
 - (i) all applicable statutes and regulations, and all by-laws, declarations, policies, directives, plans, approvals, requirements, guidelines, standards and orders made pursuant thereto by any competent authority concerned with any analysis of environmental impacts, protection or remediation, health, chemical use, safety or sanitation; and
 - (ii) the applicable common law;
- (b) “*Bankruptcy and Insolvency Act*” means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;
- (c) “*Companies Creditors Arrangement Act*” means *Companies Creditors Arrangement Act*, R.S.C. 1985, c. C-36;
- (d) “Contaminant” means any toxic, dangerous or hazardous substance or material as targeted by Applicable Environmental Law that, when released into an environment in concentrations exceeding in situ natural occurrence levels, poses or is likely to pose immediate or long-term hazard to human health or safety, the environment, or the normal conduct of business.

- (e)“Lakeshore Properties” means hectares of land along the South shore of Lake Ontario in Niagara-on-the-Lake, known locally as the Lakeshore Road properties in the province of Ontario
- (f) “Licence” means this Licence of Occupation;
- (g)“Minister” means the Minister of the Environment or such Minister designated by the Governor in Council as the Minister for the purposes of the *Parks Canada Agency Act*, or any person authorized to act in that behalf;
- (h)“Parks Canada Agency” means the Parks Canada Agency, a body corporate established under section 3 of the *Parks Canada Agency Act*, S.C. 1998, c.31;
- (i) “Structures” means any buildings, erections, structures, fixtures and improvements existing on or under the Land from time to time; and
- (j) “Superintendent” means the Superintendent of the Niagara National Historic Sites or any person authorized to act in that behalf.

1.02 Any reference in this Licence to a statute, regulation, by-law, declaration, directive, policy, approval, requirement, standard or order means the statute, regulation, by-law, declaration, directive, policy, approval, requirement, standard or order now in force, as it may be amended, revised, consolidated or substituted from time to time.

ARTICLE 2.00 LICENCE FEE

2.01 **THE LICENSEE COVENANTS AND AGREES TO PAY** yearly and every year to His Majesty at the office of the Superintendent, the following licence fee in the amount of One Hundred Dollars (\$100.00) (“Licence Fee”) for and during each year commencing on the 1st day of _____, 2025, and ending on the ____ day of _____, 2030. The Licensee shall pay the annual Licence Fee, in advance, on or before the 1st day of _____ in each and every year of the Period, the first of such payments to be made on the date of execution of this Licence by the Licensee.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

ARTICLE 3.00 USE OF LAND

- 3.01 (a) The Licensee acknowledges and agrees that it is a condition upon which this Licence is granted that the Land shall be used only for the purpose of protecting and maintaining the Land and also enhancing the natural and cultural heritage of the Land, including recreational and educational use and enjoyment by members of the public with related facilities ancillary and all in accordance with applicable Lakeshore Properties plans and guidelines;
 - (b) The Licensee shall obtain all permits, licences and authorizations required under all applicable statutes and all regulations thereunder;
 - (c) The Licensee shall comply with, and the terms of this Licence shall be subject to, all applicable statutes and all regulations thereunder; and
 - (d) The Licensee covenants and agrees to comply with all of the terms and conditions contained in Schedule “B” titled “Operational Requirements” annexed hereto and forming part hereof.
- 3.02 The Licensee shall not create or permit or suffer any act or thing on the Land which is a nuisance.
- 3.03 The Licensee shall not cause, permit or allow the commission of any waste on or in the Land.

- 3.04 The Licensee shall, at its own expense, collect and dispose of all garbage resulting from the use and occupation of the Land, in a manner satisfactory to the Superintendent.
- 3.05 The Licensee shall observe fire and safety precautions and shall comply fully with the instructions of the Superintendent in relation thereto.
- 3.06 The Licensee shall not remove trees or other vegetation unless directed to do so in writing by the Superintendent. Upon receipt of written approval, the Licensee shall, at its own expense, remove dead or dangerous trees.

ARTICLE 4.00 ACCEPTANCE AND EXCEPTIONS

- 4.01 The Licensee covenants and agrees that:
- (a) it has inspected the Land including any Structures or has caused it to be inspected on its behalf;
 - (b) it has entered into this Licence on reliance on that inspection and not on reliance on any representation, whether oral, written or implied, by whosoever made;
 - (c) it will accept the Land in the condition existing on the date of this Licence on an “as is” basis, notwithstanding the existence of any Contaminant, known or unknown, on, in or under the Land;
 - (d) it has satisfied itself of everything and of every condition affecting the Land and any Structures including the environmental condition of same;
 - (e) the use of the Land shall be consistent with the environmental condition of the Land; and
 - (f) no representation, warranty or inducement has been given by His Majesty or any of His servants, agents and contractors and relied upon by the Licensee respecting the condition of the Land.
- 4.02 This Licence operates solely as a licence and does not transfer any exclusive possessory right or interest to the Licensee.
- 4.03 The Licensee acknowledges and agrees that His Majesty may issue other licences of occupation with respect to the Land, or any portion thereof, or use the Land for Lakeshore Properties management purposes.
- 4.04 The Licensee shall permit His Majesty, His servants, agents, contractors, franchisees and the public at large to pass freely at all times over the Land,
- 4.05 Where the Land or any part thereof is required by His Majesty for the purpose of administration of the Lakeshore Properties or for any other public purpose, His Majesty, His servants, agents, contractors and franchisees may enter and use the whole or any part of the Land, on the expiration of such notice as the Minister may deem expedient.
- 4.06 The Licensee shall give immediate notice to the Superintendent if evidence of archaeological resources is encountered during any activity whatsoever on the Land, and await the Superintendent’s written instructions before proceeding with the activity on the Land.
- 4.07 The Licensee acknowledges and agrees that all archaeological resources in, on or under the Land are the property of His Majesty.

ARTICLE 5.00 TAXES AND OTHER CHARGES

- 5.01 The Licensee covenants and agrees to pay, in addition to the annual Licence Fee, all applicable taxes, rates, duties, assessments, levies, fees or other impositions whatsoever charged upon the Land in relation to the Licensee's use of the Land or upon the Licensee in respect thereof.

ARTICLE 6.00 ENVIRONMENTAL PROTECTION

- 6.01 The Licensee covenants and agrees that all activities on the Land by the Licensee shall be conducted in compliance with Applicable Environmental Law and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law.
- 6.02 The Licensee covenants and agrees that:
- (a) any required analysis of environmental impacts relating to its physical works and activities on the Land shall be conducted in accordance with any Applicable Environmental Law; and
 - (b) it shall implement and comply with any specifications, mitigative measures and environmental protection measures as set forth in any analysis of environmental impacts referred to in Article 6.02 (a) and are hereby covenants which form part of this Licence.
- 6.03 The Licensee covenants and agrees that no Contaminant shall be used, emitted, discharged, stored or disposed of on the Land except in strict compliance with Applicable Environmental Law and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law. The Licensee shall implement and comply with any specifications, mitigative measures and environmental protection measures as required by the Minister regarding the use, emission, discharge, storage or disposal of any Contaminant. Such specifications, mitigative measures and environmental protection measures are hereby covenants which form part of this Licence.
- 6.04 The Licensee covenants and agrees that it shall, at its expense, provide an assessment of environmental condition of the Land or an update to a prior assessment at the request of the Superintendent.
- 6.05 The Licensee covenants and agrees to provide the Minister with written notice of any anticipated or actual adverse environmental impacts attributable to the use of the Land immediately upon discovery by the Licensee.
- 6.06 If at any time, the Minister considers remedial action to be necessary the Licensee hereby agrees to undertake remedial action immediately using the appropriate technology, design or repair to the satisfaction of the Minister and pay the costs of such remedial action. Furthermore, the Licensee agrees that all such remedial action shall be undertaken in accordance with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law, and in a manner so as to minimize any impact on the Land and elsewhere.
- 6.07 The Licensee covenants and agrees that if the Licensee fails to take any mitigative measures required by the Minister as set forth in Articles 6.02 and 6.03, or fails to commence and diligently complete the remedial action required in Article 6.06, the Minister may, upon written notice to the Licensee, carry out the specifications, complete the required mitigative measures or remedial action and charge the costs thereof, including reasonable costs for administration, to the Licensee, and such costs shall constitute a debt due and owing to His Majesty and shall be payable upon demand.

ARTICLE 7.00 DUTY TO MAINTAIN AND RIGHT OF INSPECTION

7.01 The Licensee covenants and agrees that in relation to the Licensee's use of the Land:

- (a) it shall maintain or cause to be maintained the Land including any Structures thereon in a good state of maintenance and repair. If the Licensee fails to commence and diligently proceed to make such repairs or remedy such condition after receiving thirty (30) days notice in writing from the Superintendent, the Superintendent may enter the Land including any Structures thereon, make the said repairs, or remedy such condition, and charge the costs thereof to the Licensee and such costs, including reasonable costs for administration, shall constitute a debt due and owing to His Majesty and shall be payable upon demand; and
- (b) the Superintendent or his agents shall be entitled to enter and inspect the Land, including any Structures thereon at all reasonable times for the purpose of inspecting and ascertaining the condition or state of repair thereof, or verifying that the covenants and other provisions of this Licence are being complied with.

ARTICLE 8.00 SUBMISSION OF PLANS AND SPECIFICATIONS

8.01 (a) The Licensee shall submit, for the approval of the Superintendent:

- (i) plans and specifications of the Structures which the Licensee proposes to erect upon the Land;
 - (ii) a plan of the Land indicating thereon the proposed location of the Structures referred to in Article 8.01 (a) (i); and
 - (iii) a plan of the Land indicating thereon the proposed parking facilities, roadways and landscaping.
- (b) The plans and specifications referred to in Article 8.01 (a) shall be in accordance with but not limited to the current development review process, management plans, community plans, by-laws, guidelines, approvals, requirements, standards, orders, directives, policies and zoning that are applicable to the Land.
- (c) Upon approval by the Superintendent of the plans and specifications referred to in Article 8.01 (a), the Licensee shall obtain all necessary permits, licences and approvals and shall within one (1) year of the date of the issuance of all necessary permits, licences and approvals or such longer period of time as the Superintendent may deem warranted, complete the construction of the proposed Structures, the parking facilities, roadways and landscaping, including the remedying of any deficiencies.

8.02 If the Licensee proposes to make any construction additions or alterations to the Land including any Structures thereon or to construct any new Structures on the Land, then the Licensee shall submit its proposal together with plans and specifications of such construction, additions or alterations to the Superintendent for his approval in accordance with the current development review process at the Lakeshore Properties, and if the proposal and the plans and specifications therefore are approved by the Superintendent, such constructions, additions or alterations will be completed within such reasonable time as the Superintendent may allow and the Licensee shall maintain such construction, additions or alterations in a good state of maintenance and repair.

8.03 With respect to any constructions, additions or alterations to the Land including any Structures thereon pursuant to Articles 8.01 and 8.02, the Licensee shall, at the request of the Superintendent, obtain a performance bond and labour and material payment bond or other form of security, in a form and such amounts to be determined by the Superintendent. Such security shall remain in full force and

effect for such reasonable period of time as the Superintendent may deem warranted.

ARTICLE 9.00 DESTRUCTION AND RECONSTRUCTION

9.01 If any Structures on the Land are destroyed by fire or an Act of God or other calamity, or are demolished, or by reason of any other occurrence become incapable of being satisfactorily utilized for the purpose permitted in this Licence, then subject to Article 9.02, the Licensee shall:

- (a) (i) within sixty (60) days of happening of any such event, give to the Superintendent written notice whether or not it is the intention of the Licensee to rebuild, replace or reinstate any such Structures;
- (ii) if it is the intention of the Licensee to rebuild, replace or reinstate any such Structures, submit to the Superintendent, at the request of the Superintendent, within one (1) year of the written notice in Article 9.01 (a) (i), plans and specifications therefore and obtain all necessary permits, licences and approvals in accordance with Article 8.00;
- (iii) with respect to any construction pursuant to Article 9.01 (a) (ii), the Licensee shall comply with Article 8.00; and
- (b) within one (1) year of the date of issuance of all necessary permits, licences and approvals to rebuild, replace or reinstate any such Structures, or such longer period of time as may be permitted by the Superintendent, complete the construction of any such Structures, including the remedying of any deficiencies.

9.02 In the event that the Licensee has not given notice under Article 9.01 (a) (i) to rebuild, replace or reinstate any such Structures destroyed, demolished or rendered uninhabitable or unusable, or has indicated there is no intention to rebuild, replace or reinstate any such Structures, the Minister may terminate this Licence. In such a case, the Licensee shall, forthwith upon demand by the Superintendent, restore the Land to a good state of maintenance and repair to the satisfaction of the Superintendent and shall remove all damaged Structures and debris from the Land. If the Licensee fails to effect clean up and restoration of the Land to the satisfaction of the Superintendent, then the Superintendent may do so at the Licensee's expense, including reasonable costs for administration, which expense shall be a debt due and owing to His Majesty and shall be payable upon demand. The Superintendent shall permit the Licensee access to such Land to perform its obligations set forth herein.

ARTICLE 10.00 ALIENATION

10.01 The Licensee shall not, at law or otherwise, assign, transfer, sublicense or otherwise alienate this Licence or any of the rights hereunder,

10.02 The Licensee shall provide to the Superintendent, within thirty (30) days from the date of issuance, an original, duplicate original or certified true copy of any of the following documents relating to the Licensee or to the Land:

- (a) evidence of change of name; and
- (b) evidence of amalgamation or dissolution in the case of a corporate licensee.

10.03 A transfer or issuance of the shares of a corporate licensee which would have the result of transferring effective control of the corporate licensee, or any other change in the corporate structure of the corporate licensee which would have the same result, is deemed to be an assignment contemplated by Article 10.01; however, the Licensee must obtain the written consent of the Minister for any

such share transaction and is deemed a violation of Article 10.01 unless the written consent of the Minister is first obtained.

In the case of a corporate licensee, the shares of which are publicly traded, the consent of the Minister shall be obtained forthwith upon the corporate licensee receiving written notice that a share transaction has occurred, or will occur, that has resulted, or will result, in a change of control of the corporate licensee. The corporate licensee shall provide the Minister with any additional information and documentation that the Minister may require in order to determine whether to consent to the share transaction.

ARTICLE 11.00 LIABILITY AND INDEMNITY

- 11.01 The Licensee shall not have any claim or demand against His Majesty or any of His servants, agents and all those for whom His Majesty is responsible at law, for detriment, damage, accident or injury of any nature whatsoever or howsoever caused to the Land or to any person or property thereon, except in the case of the negligence of His Majesty, His servants, agents and all those for whom His Majesty is responsible at law.
- 11.02 The Licensee shall at all times indemnify and save harmless His Majesty or any of His servants, agents and all those for whom His Majesty is responsible at law, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to:
- (a) the Licensee's use of the Land or the use of the Land by all those for whom the Licensee is responsible at law;
 - (b) the existence of any Contaminant in, on or under the Land, as a result of the Licensee's use of the Land, or the use of the Land by all those for whom the Licensee is responsible at law;
 - (c) the existence of any Contaminant in, on or under other lands that has migrated from the Land, as a result of the Licensee's use of the Land, or the use of the Land by all those for whom the Licensee is responsible at law;
 - (d) the remediation of any Contaminant referred to in Article 11.02 (b) or (c); or
 - (e) any action taken or things done or maintained by virtue thereof, or the exercise in any manner of rights or fulfillment of any obligations arising hereunder.

ARTICLE 12.00 INSURANCE

- 12.01 The Licensee covenants and agrees that during the Period:
- (a) it shall, at its sole expense, obtain and maintain commercial general liability insurance in such amounts and on such terms as a prudent operator should maintain. Such insurance will provide that His Majesty is named as an additional insured and shall include coverage for bodily injury, including death, to any person, as well as the loss of or damage to any property, to the extent that liability for these things is connected with the Licensee's use of the Land. Furthermore, the Licensee shall increase the amount of such insurance and obtain such additional coverage as the Superintendent may from time to time require, based on the prevailing limits and coverage for the type of land use referred to in Article 3.01 (a);
 - (b) the insurance referred to in Article 12.01 a) shall:

- (i) be issued by an insurance company or companies which would be satisfactory to the Superintendent and shall provide for a minimum of thirty (30) days notice in writing by such company or companies to the Licensee and to His Majesty of cancellation or amendment of such insurance;
- (ii) shall contain a waiver of any subrogation rights the Licensee's insurers may have against His Majesty and against those for whom His Majesty is responsible at law except in the case of negligence of His Majesty, His servants and agents and all those for whom His Majesty is responsible at law; and
- (iii) provide for cross liability, that is to say, that the insurance shall indemnify each named insured and each additional insured in the same manner as though separate policies were issued in respect of any action brought against any of the insureds by any other insured;
- (c) it shall provide to the Superintendent, on the anniversary date for each year during the Period, Certificates of Insurance or affidavits from the insurance company or companies confirming that the insurance referred to herein is in full force and effect; and
- (d) it shall not do or omit to do or allow anything to be done or omitted to be done on the Land which will in any way impair or invalidate such insurance referred to herein.

ARTICLE 13.00 REMOVAL OF IMPROVEMENTS

- 13.01 Upon expiration or termination of this Licence, the Licensee shall sever and remove all Structures from the Land. If the Licensee fails to remove all Structures within thirty (30) days of the expiration or termination of this Licence, the Superintendent may remove the Structures and charge the costs thereof, including reasonable costs for administration, to the Licensee and such costs shall constitute a debt due and owing to His Majesty and shall be payable upon demand.
- 13.02 Subsequent to the removal of all Structures in accordance with this Article, the Licensee shall rehabilitate the Land in accordance with instructions from the Superintendent and to the satisfaction of the Superintendent. If the Licensee fails to comply with this Article then the Superintendent may rehabilitate the Land and charge the costs thereof to the Licensee and such costs, including reasonable costs for administration, shall constitute a debt due and owing to His Majesty and shall be payable upon demand.

ARTICLE 14.00 CONDITION OF THE LAND UPON EXPIRATION OR TERMINATION

- 14.01 The Licensee covenants and agrees that upon expiration or termination of this Licence, the Licensee shall at its own cost:
 - (a) complete an assessment of the environmental condition of the Land as required by any Applicable Environmental Law;
 - (b) remove any or all Structures from the Land;
 - (c) clean up the Land in respect to all Contaminants in accordance with Applicable Environmental Law;
 - (d) clean up any Contaminant in, on or under the Land that has migrated from the Land as a result of the Licensee's use of the Land, or the use of the Land by all those for whom the Licensee is responsible at law, in accordance

with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister, if there is no Applicable Environmental Law;

- (e) leave the Land free from all garbage and debris;
 - (f) restore the Land to a good state of maintenance and repair,
- all to the satisfaction of the Superintendent.

14.02 If the Licensee fails to comply with the provisions of Article 14.01, the Minister may, upon written notice to the Licensee, complete the obligations of the Licensee and charge the costs thereof, including reasonable costs for administration, to the Licensee and such costs shall constitute a debt due and owing to His Majesty and shall be payable upon demand.

ARTICLE 15.00 DEFAULT AND TERMINATION

15.01 In respect to this Licence and in the event that:

- (a) any portion of the annual Licence Fee remains unpaid for more than thirty (30) days after becoming due, whether formally demanded or not; or
- (b) the Licensee fails to continuously, regularly, duly and punctually perform, observe or keep any of the other covenants and provisions herein contained,

the Minister may, by notice in writing, require the Licensee to remedy any such default within such period of time as the Minister deems warranted.

If in such case, the Licensee does not remedy such default within the time prescribed, it will be lawful for the Minister, in the Minister's sole discretion, without notice to the Licensee, to declare the Period ended and this Licence terminated and thereupon, these presents and everything herein contained and will absolutely cease, terminate and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided His Majesty will nevertheless be entitled to recover from the Licensee the Licence Fee then accrued or accruing.

15.02 Notwithstanding anything herein contained, if the Licensee at any time during the Period hereof:

- (a) makes an assignment for the benefit of creditors pursuant to the *Bankruptcy and Insolvency Act*;
- (b) is adjudged bankrupt pursuant to the *Bankruptcy and Insolvency Act*, provided that such order has remained in force for no less than thirty (30) days, and has not been stayed;
- (c) files any petition or institute any proceedings under the *Bankruptcy and Insolvency Act*, *Companies Creditors Arrangement Act*, or similar legislation affecting the rights of creditors generally;
- (d) is subject to the appointment of a receiver or trustee who is not discharged within sixty (60) days from the date of such appointment; or
- (e) abandons the Land, or demonstrate an intention to abandon the Land; or
- (f) attempts to sell, dispose of or remove its goods and chattels so that there would not, in the event of such sale, disposal or removal, be a sufficient distress on the Land for three (3) months' Licence Fee,

it will be lawful for the Minister, in the Minister's sole discretion, without notice to the Licensee, to declare the Period ended and this Licence terminated and thereupon, these presents and everything herein contained and will absolutely cease, terminate and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided His Majesty will nevertheless be entitled to recover from the Licensee the annual Licence Fee then accrued or accruing.

15.03 Termination of this Licence pursuant to any of the provisions herein shall be wholly without prejudice to the right of His Majesty to recover arrears of the annual Licence Fee or any other right of action by His Majesty in respect of any antecedent breach of covenant or other provision herein contained, and the rights shall survive the termination of this Licence, whether by act of the parties or by operation of law.

15.04 The Licensee or His Majesty may, by notice in writing, submit notice of termination of this License to the other party without prejudice, so long as notice be provided at least ninety (90) days prior to the annual collection of License Fees for the following year.

ARTICLE 16.00 OFFICIAL LANGUAGES

16.01 The Licensee shall, endeavour:

- (a) to provide services to the public in both official languages of Canada; and
- (b) to provide signs, notices and printed materials used for the purpose of informing the public in both official languages of Canada.

16.02 At the request of the Superintendent, the Licensee shall obtain the approval of the Superintendent prior to the display or distribution of the signs, notices and printed materials referred to in Article 16.01 (b).

ARTICLE 17.00 DISPUTES

17.01 Any question or dispute that arises between the parties hereto over any of the covenants, terms, obligations, or provisions of this Licence or the interpretation thereof, shall be referred to the Federal Court of Canada.

ARTICLE 18.00 MISCELLANEOUS

18.01 Any notice, request or other communication required by or affecting this Licence may be served upon the parties hereto by sending it by mail, electronic mail, personal service, or any other technology-based system (provided the technology-based system yields a hard copy), postage or charges prepaid addressed to:

in the case of His Majesty
Minister of the Environment
c/o the Superintendent
Southwestern Ontario Field Unit
440 King Street
Niagara-on-the-Lake
Ontario L0S 1J0

and

in the case of the Licensee
Niagara Peninsula Conservation Authority (NPCA)
c/o Manager, Land Planning

3350 Merrittville Highway, Unit 9
Thorold, Ontario L2V 4Y6

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

- 18.02 A waiver, condonation, forgiveness or forbearance by either party hereto of the strict performance by the other of any covenant or provision of this Licence shall be in writing and shall not of itself constitute a waiver of any subsequent breach of that covenant or provision or any other covenant or provision thereof. The failure of His Majesty to require the fulfilment of any obligation of the Licensee, or to exercise any rights herein contained shall not constitute a waiver or acquiescence or surrender of those obligations or rights.
- 18.03 If for any reason any covenant or provision contained in this Licence, or the application thereof to any party, is to any extent held or rendered invalid, unenforceable or illegal, then such covenant or provision shall be deemed to be independent of the remainder of this Licence and to be severable and divisible from this Licence. The invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of this Licence or any part thereof. The intention of His Majesty and the Licensee is that this Licence would have been executed without reference to any portion which may, for any reason and extent, be declared or held invalid, unenforceable or illegal. In the event that any covenant or condition is so determined, the Minister may, in the Minister's sole discretion, replace the covenant or condition with a new covenant or condition which would reflect the intention of the parties in the original covenant or condition.
- 18.04 The parties hereto specifically covenant and agree that no partnership, joint venture or any agency relationship is created or intended to be created between His Majesty and the Licensee pursuant to this Licence. The only relationship is that of licensor and licensee.
- 18.05 The Licensee hereby confirms that it has not, nor has any person on its behalf, given, promised or offered to any official or employee of His Majesty for or with the view to obtaining this Licence, any bribe, gift or other inducement and that it has not, nor has any person on its behalf, employed any person to solicit or secure this Licence upon any agreement for a commission, percentage, brokerage or contingent fee.
- 18.06 Whenever the provisions of this Licence, unless the text expressly states otherwise, requires an approval of or consent to any action, request, document or plan by a party or require any party to be satisfied as to any of the foregoing, a party shall not arbitrarily or unreasonably withhold, delay or exercise such approval or consent. It shall be considered reasonable that in addition to anything set forth in this Licence, His Majesty, the Minister and the Superintendent may consider applicable statutes and regulations thereunder, government policies and Lakeshore Properties management plans as well as anything that may be necessary for the preservation, control or management of the Lakeshore Properties or for the safety of the public. Furthermore, nothing herein shall limit any discretion of His Majesty, the Minister or the Superintendent which discretion is set forth under any applicable statutes and regulations thereunder. In addition, the Licensee acknowledges and agrees that it shall be considered reasonable for His Majesty, the Minister and the Superintendent to take the time for appropriate internal consultation as well as consultation with third parties as may be necessary for the granting of such approval or consent.
- 18.07 Time is of the essence of this Licence and all of the provisions hereof.

- 18.08 No implied terms or obligations of any kind on behalf of His Majesty shall arise from anything in this Licence or any improvements effected by the Licensee, and the express covenants and agreements herein contained and made by His Majesty are the only covenants and agreements upon which any rights against His Majesty are to be founded.
- 18.09 No exercise of any specific right or remedy of His Majesty shall prejudice or preclude His Majesty from exercising any other right or remedy provided by this Licence or allowed at law or in equity. No right or remedy provided to His Majesty by this Licence or at law or in equity shall be exclusive or dependent upon any other such right or remedy, and His Majesty may, from time to time, exercise any one or more such rights or remedies independently or in combination.
- 18.10 The captions and headings throughout this Licence are inserted for convenience of reference only and are not intended to describe, define or limit the scope, extent or intent of this Licence, or any provision thereof.
- 18.11 Every provision herein contained shall enure to the benefit of and be binding upon His Majesty, His heirs, successors and assignors and the Licensee, its heirs, executors, administrators, permitted successors and permitted assignors. Where there is more than one Licensee, all covenants and other provisions herein contained shall be construed as being joint and several, and when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.
- 18.12 This Licence constitutes the entire agreement between the Licensee and His Majesty with respect to the subject matter of this Licence. There are no collateral warranties or agreements.

IN WITNESS WHEREOF, the parties have executed this Licence.

Parks Canada Agency, on behalf of
His Majesty the King in right of Canada

Witness

Field Unit Superintendent
Southwestern Field Unit
Lakeshore Properties

Niagara Peninsula Conservation
Authority

Signature

Print name

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Title

Signature

Print name

Title

DRAFT

Schedule “A”
Land



Schedule “B” Operational Requirements

1. Licensee is solely responsible for the promotion of any events and services related to the Land.
2. The Licensee must submit any hours of operation or operating season information related to the Land on an annual basis for approval to the National Historic Site Superintendent or their representatives.
3. The Licensee will ensure the behaviour and conduct of its staff members and any volunteers that frequent the Land do not constitute or create a nuisance and are satisfactory to the National Historic Site Superintendent.
4. The Licensee will provide the name, address, and telephone number of a designated coordinator who will liaise with Parks Canada personnel for all operational aspects of this Licence. The Licensee shall always ensure the designated coordinator's accessibility in case of an emergency.
5. The Licensee will ensure that accidents on the property and accidents incidental to the Licensee's activities are reported immediately to the National Historic Site Superintendent or their representatives and followed with a written report.
6. The Licensee will be responsible for and the point of contact for code compliance and emergency services for the Land. The Licensee will ensure that all major incidents / infractions / code violations are reported immediately to the National Historic Site Superintendent or their representatives and followed up with a written report.
7. The Licensee will request written permission from the National Historic Site Superintendent for research activities, resource conservation activities (e.g. tree removal or planting), management planning activities, and/or changes in amenities or assets offered (e.g. trail regrading, bicycle racks, trail counters) that is not previously approved under the Licence and may be subject to impact assessments. Such permission will be sought according to Article 8 of this Licence of Occupation.
8. The Licensee will maintain the Land in a reasonable manner, ensuring emergency vehicle access along the main trailhead and adhering to all relevant fire and safety regulations.
9. The Licensee will meet with Parks Canada personnel on an annual basis to provide updates on operations and discuss workplans for the following year. During these meetings Parks Canada will communicate with the Licensee of any additional or possible future licences of occupation issued on the Lands.

**LICENCE
BETWEEN
HIS MAJESTY THE KING
in right of Canada
AND
NIAGARA PENINSULA
CONSERVATION AUTHORITY**