



NIAGARA PENINSULA CONSERVATION AUTHORITY
Board of Directors Meeting
June 26, 2026, 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, Attiwonderonk (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, May 22, 2026

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3.2. Closed Session Minutes of the Full Authority Meeting dated May 22, 2026 (*distributed separately*)

4. CHAIR’S UPDATE

5. CORRESPONDENCE

6. PRESENTATIONS

6.1. Transition to Regional Conservation Authorities Update
Presented by CAO/Secretary-Treasurer, Leilani Lee-Yates.

7. DELEGATIONS

8. CONSENT ITEMS

8.1. Report No. FA-16-26 RE: Status and Progress Update on Agreement of Services

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9. DISCUSSION ITEMS

9.1. Report No. FA-14-26 RE: Agreement of Services between the Corporation of the City of Welland and Niagara Peninsula Conservation Authority

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10. COMMITTEE REPORTS

11. MOTIONS

12. NOTICES OF MOTION

13. NEW BUSINESS

14. CLOSED SESSION

14.1. Labour relations, human resources, or employee negotiations (Confidential Report No. FA-18-26 RE: Collective Bargaining Update – *distributed separately*)

15. ADJOURNMENT



NIAGARA PENINSULA CONSERVATION AUTHORITY
Board of Directors Meeting Minutes
May 22, 2026, 10:00a.m.
Carolinian Hall
3350 Merrittville Hwy., Thorold ON

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

REGRETS: B. Grant
P. O'Neill
A. Witteveen

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

The meeting was called to order at 10:03 a.m.

1. APPROVAL OF AGENDA

Resolution No. FA-51-2026

Moved by: Stew Beattie

Seconded by: Michelle Seaborn

THAT the agenda for the Full Authority Board meeting held on May 22, 2026 **BE APPROVED.**

CARRIED

2. DECLARATION OF CONFLICTS OF INTEREST

None.

3. APPROVAL OF MINUTES

Resolution No. FA-52-2026

Moved by: Brad Clark

Seconded by: Mark Tadeson

THAT the Minutes of the Full Authority Meeting dated April 24, 2026 and the Closed Session Minutes of the Full Authority Meeting dated April 24, 2026 **BE APPROVED.**

CARRIED

4. CHAIRS UPDATE

- Chair Foster noted that NPCA has several upcoming public engagement opportunities. This includes an open house to launch the Woodend Conservation Area Management Plan on Wednesday, May 26, a public meeting regarding the Beamer Memorial Management Plan scheduled on Tuesday, June 16, and an open house for the Four Mile Creek Integrated Watershed Management Plan is scheduled on Wednesday, June 17 from 6-8pm.
- Information sessions for the Upper Welland Tributaries Floodplain Mapping later in June, confirmation of dates and locations will follow.
- Chair Foster shared that Thorold's City Council passed a by-law to designate St. Johns School and Mill as Heritage sites and staff will be coordinating with the City to plan a heritage designation event for those interested.
- Chair Foster invited Member Cridland to provide an update from NPCF. Member Cridland noted that NPCF has welcomed new Board members and staff are beginning the recruitment process to hire a summer student.
- Member Cridland invited Board Members to save the date for NPCF's Golden Hour Gala, scheduled on July 24 at Ball's Falls Conservation Area.

5. CORRESPONDENCE

Resolution No. FA-53-2026

Moved by: John Metcalfe

Seconded by: Stew Beattie

THAT the Correspondence dated May 1, 2026 from Ministry of the Environment, Conservation and Parks RE: Minister's direction under section 1.14 of the *Conservation Authorities Act* (re: temporary restrictions) **BE RECEIVED.**

CARRIED

6. PRESENTATIONS

6.1. Transition to Regional Conservation Authorities Update

CAO/Secretary-Treasurer, Leilani Lee-Yates, provided an update presentation on the transition to regional conservation authorities. Discussion regarding potential

impacts to campground infrastructure ensued, immediate works that were incorporated in the 2026 approved budget are moving forward.

Resolution No. FA-54-2026

Moved by: John Metcalfe

Seconded by: Donna Cridland

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

CARRIED

7. DELEGATIONS

None.

8. CONSENT ITEMS

Resolution No. FA-55-2026

Moved by: Michelle Seaborn

Seconded by: Donna Cridland

THAT the following items **BE RECEIVED:**

8.1. Report No. FA-12-26 RE: Compliance and Enforcement Q1 2026 Statistics; AND

8.2. Report No. FA-33-26 RE: Beach Water Testing at Binbrook Conservation Area Update.

CARRIED

9. DISCUSSION ITEMS

9.1. Report No. FA-15-26 RE: 2025 Annual Report

CAO/Secretary-Treasurer, Leilani Lee-Yates, provided a brief presentation on the 2025 Draft Annual Report. Discussion ensued regarding utilizing subject matter expertise for cross-training and diversity in revenue generation opportunities.

Resolution No. FA-56-2026

Moved by: Stew Beattie

Seconded by: Mark Tadeson

THAT Report No. FA-15-26 RE: 2025 Annual Report **BE RECEIVED;**

AND THAT the Draft 2025 Annual Report **BE APPROVED;**

AND FURTHER THAT the final report **BE PUBLISHED** online and **DISTRIBUTED** to participating municipalities, government agencies, conservation authority partners, community stakeholders, the Public Advisory Committee, Drinking Source Water Protection Committee, and the public in various media formats.

CARRIED

10. COMMITTEE REPORTS

Resolution No. FA-57-2026

Moved by: Michelle Seaborn

Seconded by: Brad Clark

THAT the Public Advisory Committee Minutes, dated May 12, 2026, **BE APPROVED.**

CARRIED

11. MOTIONS

None.

12. NOTICES OF MOTION

None.

13. NEW BUSINESS

- Discussion regarding outreach initiatives to receive public input through the management planning process.
- Discussion regarding optional donations to NPCF at conservation areas without parking fees, staff noted that there is signage to encourage donations for those interested.

14. CLOSED SESSION

Resolution No. FA-58-2026

Moved by: Stew Beattie

Seconded by: Donna Cridland

THAT the Full Authority Meeting scheduled on May 22, 2026 **NOW** move into closed session at 10:50 a.m.

CARRIED

Resolution No. FA-59-26

Moved by: Stew Beattie

Seconded by: Donna Cridland

THAT the Full Authority meeting scheduled on May 22, 2026 **RESUME** open session at 11:43 p.m.

CARRIED

15. ADJOURNMENT

Chair Foster adjourned the meeting at 11:44 a.m.

Report To: Board of Directors

Subject: Status and Progress Update on Agreement of Services

Report No: FA-16-26

Date: June 26, 2026

Recommendation:

THAT Report No. FA-16-26 RE: Status and Progress Update on Agreement of Services **BE RECEIVED.**

Purpose:

To provide an update on the status and progress related to agreements of services with upper and lower tier municipalities and other partners.

Background:

O. Reg 687/21: Transition Plans and Agreements for Programs and Services under the *Conservation Authorities Act* stipulates that agreements are required for non-mandatory programs and services under Categories 2 and 3. Category 1 programs and services are considered mandatory as identified in Ontario Regulation 686/21 and are funded through the municipal levy. Category 2 municipal programs and services are provided at the municipality's request and can be funded through government and other agency grants and/or municipal funding under a memorandum of understanding (MOU), or agreement with the municipality. Category 3 includes other programs and services that an Authority (Board) determines are advisable and are funded through cost apportioning municipalities.

An [inventory of NPCA's programs and services](#) was completed and approved in February 2022 (Resolution FA-18-2022). The inventory includes all the programs and services that the NPCA provides and information about the sources of funding (e.g., self-generated revenue, user fees, government and other agency grants, donations, etc.). Any use of municipal funding requires an agreement and would be subject to cost apportioning.

Additionally, 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.

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*.

Since 2022, NPCA has been meeting with staff from upper, single, and lower-tier municipalities to inform them of the changes to the *Conservation Authorities Act* and associated requirements, understand their unique needs, and share information about NPCA's technical expertise, program offerings, and other fee-for-service opportunities available through an executed MOU.

Discussion:

By formalizing partnerships through shared services agreements, NPCA is strengthening municipal collaboration to deliver programs and services with exceptional value, technical expertise, and environmental leadership across our watershed communities.

NPCA has executed service agreements with Niagara Region, City of Hamilton and Haldimand County, who all agreed to cost apportionment funding for our Category 3 programs and services, such as watershed restoration and stewardship, education and outreach and watershed monitoring. The cost apportionment amounts for each participating municipality are presented and approved through the annual NPCA operating budget. These five-year agreements are in effect until December 31, 2028.

For Category 2 programs and services, the most common reason municipalities are entering into an agreement with NPCA is to participate in the *Trees for All* program, enabling partners to take advantage of current cost savings to advance greening initiatives within municipal public spaces or contribute to re-forestation rural areas on private lands. Together with partners, NPCA planted 17,038 native trees and shrubs (potted stock) in public green

spaces and conservation areas and 35,220 native tree seedlings on private lands in 2025 alone.

In addition to tree planting projects, municipal partners are requesting NPCA expertise and support related to Virgil dam operation and maintenance, water quality monitoring, integrated watershed management planning, project/contract management services, and monitoring of low impact development projects. Table 1 provides an overview of existing agreements for Category 2 programs and services.

The service agreement-based funding model provides flexibility for our watershed municipalities to access NPCA's expertise and leverage additional funding opportunities. As we continue to learn from these partnerships, staff will explore opportunities for proactive multi-year commitments in addition to the success of the project-by-project approach. Long-term funding commitments with defined workplans would strengthen the sustainable delivery of non-mandated programs and services.

Existing agreements are expected to be honoured and will continue through NPCA's transition into the Western Lake Ontario Regional Conservation Authority in 2027.

Table 1. Summary of all current (as of June 2026) agreements with municipal and non-municipal partners for Category 2 NPCA programs and services.

Organization	Type	Effective Date	Active Cat. 2 Program and/or Services	Key Highlights
City of Hamilton	MOU	Jan. 2024	Monitoring services for Glanbrook Landfill Trees for All program (in progress)	12 biological samples collected (biennially) 1,411 potted trees (2025) 2,800 potted trees (2026)
Fort Erie	MOU	Oct. 2025	Trees for All program	2,300 bareroot trees (2026)
Grimsby	MOU	Jul. 2025	Trees for All program	Tree allocation not confirmed
Haldimand County	MOU	Jan. 2024	Trees for All program	2,750 potted trees (2026)
Hamilton Airport	SLA	May 2026	Monitoring services for airport	6 biological samples collected (annually)
Lincoln	MOU	Oct. 2025	Trees for All program	Tree allocation not confirmed
Niagara Falls	MOU	Dec. 2025	Trees for All program	Tree allocation not confirmed
Niagara Region	MOU	Jan. 2024	Trees for All program (in progress)	2,500 potted trees (2026)
Niagara-on-the-Lake	MOU	Nov. 2024	Virgil Dam maintenance and operation; Natural asset inventory project; Tree Inventory - contract management services; Four Mile Creek Integrated Management Plan project; Simcoe Street Bioswale Inspection and Monitoring	4 projects in progress; 1 pending approval
Niagara Parks	SLA	Sep. 2025	Trees for All program	1600 potted trees (2026)
Pelham	MOU	Jun. 2025	Trees for All program Treatment of Hemlock Woolly Adelgid (invasive pest) at St. Johns Conservation Area	Tree allocation not confirmed Treatment of 77 infected trees and trained 2 Town staff
Port Colborne	MOU	Apr. 2025	Trees for All program	2,388 bareroot trees (2025)
St. Catharines	MOU	Mar. 2025	Trees for All program	1000 potted trees (annually)
Thorold	MOU	Dec. 2025	Trees for All program	Tree allocation not confirmed
Wainfleet	MOU	Apr. 2025	Trees for All program	2,705 bareroot trees (2025; funded externally)
Welland	MOU	Jun. 2026 (pending approval)	Trees for All program Wetland restoration project	2,900 potted trees (2026) \$50,000 contribution for wetland creation at St. George Park
West Lincoln	MOU	May 2025	Trees for All program	800 potted trees (2025) 708 potted trees (2026)

Financial Implications:

There are no financial implications associated with this report. Any agreement-related financial implications are described in each agreement and included in annual operating budgets, as applicable.

Links to Policy/Strategic Plan

Goal 4.1: Strengthen government relations toward collective outcomes and impact

Related Reports and Appendices:

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

Report No. FA-57-24 RE: Agreement of Services between the Corporation of the Town of Niagara-on-the-Lake and Niagara Peninsula Conservation Authority

Report No. FA-06-25 RE: Agreement of Services between the Corporation of the City of St. Catharines and Niagara Peninsula Conservation Authority

Report No. FA-07-25 RE: Agreement of Services between the Corporation of the Township of Wainfleet and Niagara Peninsula Conservation Authority

Report No. FA-23-25 RE: Agreement of Services between the Corporation of the City of Port Colborne and Niagara Peninsula Conservation Authority

Report No. FA-26-25 RE: Agreement of Services between the Corporation of the Township of West Lincoln and Niagara Peninsula Conservation Authority

Report No. FA-31-25 RE: Agreement of Services between the Corporation of the Town of Pelham and Niagara Peninsula Conservation Authority

Report No. FA-40-25 RE: Agreement of Services between the Corporation of the Town of Grimsby and Niagara Peninsula Conservation Authority

Report No. FA-41-25 RE: Agreement of Services between the Niagara Parks Commission and Niagara Peninsula Conservation Authority

Report No. FA-46-25 RE: Agreement of Services between the Corporation of the Town of Lincoln and Niagara Peninsula Conservation Authority

Report No. FA-51-25 RE: Agreement of Services between the Corporation of the Town of Fort Erie and Niagara Peninsula Conservation Authority

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

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

Report No. FA-14-26 RE: Agreement of Services between the Corporation of the City of Welland and Niagara Peninsula Conservation Authority (pending approval)

Authored by:

Original Signed by:

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

Reviewed by:

Original Signed by:

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

Submitted by:

Original Signed by:

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

Report To: Board of Directors

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

Report No: FA-14-26

Date: June 26, 2026

Recommendation:

THAT Report No. FA-14-26 RE: Agreement of Services between the Corporation of the City of Welland and Niagara Peninsula Conservation Authority **BE RECEIVED**;

AND THAT the Agreement of Services between the Corporation of the City of Welland and Niagara Peninsula Conservation Authority including Schedule “D” (Trees for All Program) and Schedule “E” (St. George Park Wetland Restoration Project) **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 Welland and Niagara Peninsula Conservation Authority **BE MADE PUBLICLY AVAILABLE** on NPCA’s website in accordance with the *Conservation Authorities Act*.

Purpose:

To authorize the execution of an Agreement of Services between the City of Welland and Niagara Peninsula Conservation Authority (NPCA) to formalize the delivery of annual tree planting initiatives through the *Trees for All* program and implementation of the St. George Park Wetland Restoration Project.

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 (MNR) 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*.

O. Reg. 686/21 identifies tree planting and other restoration endeavors as non-mandatory Category 2 or 3 programs and services. These services can be 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*.

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. The Agreement for Services provides a formal framework for collaboration between NPCA and a partner for the delivery of non-mandatory programs and services. It establishes a clear structure in which broad service areas are defined in Schedule “A”, while specific programs and projects are implemented through appended schedules that outline scope, responsibilities, financial commitments, and reporting requirements.

Additionally, 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.

For many years, NPCA and the City of Welland have informally collaborated on restoration and stewardship initiatives, including tree plantings and several pollinator garden installations at public parks. In 2021, Council provided support for NPCA’s application to the federal 2 Billion Trees program which has since evolved into the *Trees for All* program. To date, over 10,531 trees and shrubs have been planted within the City of Welland with NPCA.

Discussion:

The Agreement for Services provides a formal framework for collaboration between NPCA and the City of Welland for the delivery of non-mandatory programs and services. The term

of the Agreement is for 2 years and the fee-for-service amount is less than \$500,000. Therefore, authorization from the Ontario Provincial Conservation Agency is not required under the Minister's Direction related to temporary restrictions.

Within this framework, Schedule "D" formalizes the delivery of the *Trees for All* program as an ongoing partnership. Through this program, NPCA delivers full-service tree planting from planning to planting, while the City contributes financially and collaborates on annual planting priorities across municipal lands. Building on previous successful planting initiatives, the program continues to expand in scale and efficiency through coordinated planning and leveraged external funding. In 2025, the City engaged with NPCA staff to deliver the Logan Avenue Mini Forest (through Council Resolution 2025-50 22-112), resulting in 1,725 native trees and 425 native shrubs planted. This year, the City has requested NPCA plant 2,400 trees across three sites (i.e., Seaway Park, Colbeck Park, and Windsor Park), as authorized by Council Resolution 2026-49 99-99. This initiative was further supported by the City's Green Advisory Committee, which provided a formal motion in support to Council. Future tree planting projects will be determined at a future date.

Schedule "E" formalizes collaboration on a wetland habitat restoration project at St. George Park. This project, to be completed in 2026, will restore approximately 1.9 hectares of wetland habitat and enhance natural infrastructure within a City-owned park. In addition to in-kind staff time contributions, NPCA secured \$88,000 external funds from Niagara Community Foundation, Ducks Unlimited Canada, Niagara Peninsula Conservation Foundation, and other NPCA sources toward wetland restoration. The City is also contributing \$50,000 for project implementation as approved through Resolution 2026-49 99-99. NPCA will lead project implementation, while the City provides approvals, funding contributions, and long-term stewardship support.

Together, these naturalization projects further expand the City of Welland's urban tree canopy, improve biodiversity, enhance stormwater regulation, and support climate resilience while also engaging the community.

Financial Implications:

The Agreement for Services provides a structured approach to funding the delivery of the *Trees for All* program and associated restoration initiatives through defined schedules, ensuring that all costs are Council-approved and aligned with municipal budgeting processes. In 2026, the City committed \$30,000 to support annual planting initiatives delivered through NPCA's cost-sharing model. This model leverages external federal funding sources to enhance program delivery while maintaining cost efficiency.

The total cost of the St. George Park Wetland Restoration project is \$138,000 (not including in-kind contributions). To date, NPCA has secured \$88,000 from external funding sources and the City of Welland is contributing \$50,000.

The delivery of these projects aligns with the Board-approved operating budget and does not impact the municipal levy.

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 Welland 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

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
Chief Administrative Officer/Secretary-Treasurer



AGREEMENT FOR SERVICES

THIS AGREEMENT dated this ____ day of _____, 2026.

BETWEEN:

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

OF THE FIRST PART

– and –

THE CORPORATION OF THE CITY OF WELLAND,
(Hereinafter called the “Municipality” or the “City”)

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" (the "Services").
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 two years commencing on May 24, 2026 (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 the Arbitration Act (Ontario) and 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 amendment 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 or by designated signing authorities.
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, shall 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:

60 East Main Street, Welland, ON L3B 3X4

Attention: , Tara Stephens, Director of Legislative Services/City Clerk

Email: clerk@welland.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: lleeyates@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 _____, 2026.

NIAGARA PENINSULA CONSERVATION AUTHORITY

Per: _____
Chair – Robert Foster

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 _____, 2026.

The Corporation of the City of Welland

Per: _____
Mayor – Frank Campion

Per: _____
Director of Legislative Services/City Clerk – Tara Stephens

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 municipalities and other agencies.

DRAFT

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"

The Corporation of the City of Welland 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 Municipality, 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 Municipality's annual Trees for All scope detailing funding contribution breakdowns relative to total project(s) value.
- f. Provide an annual report of 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 Municipality and Niagara Watershed level. Reports will be delivered by March 31st of the subsequent year.

2.2) The **City of Welland** 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 as approved by the Municipality 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.

2.3) **The Niagara Peninsula Conservation Authority** and the **City of Welland** 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 **City of Welland** to:

Nicolas Aiello
Manager of Policy and Planning
City of Welland
60 East Main Street
Welland, ON L3B 6C2
Phone: (905) 735-1700 x2132

4.0 INSURANCE

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) The NPCA shall, at its sole expense, maintain commercial general liability insurance and umbrella liability insurance as described in this Agreement. The Municipality (including its councillors, officers, employees, and agents) shall be added as an additional insured under such policies with respect to liabilities arising from the NPCA's performance of its obligations under this Agreement. Proof of such coverage shall be provided to the Municipality in the form of a Certificate of Insurance upon execution of this Agreement and upon each renewal of the applicable policies. Coverage provided to the Municipality as an additional insured shall be non-contributory and shall apply only to the extent of the NPCA's negligent acts or omissions
 - 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.

Schedule 'D' Appendix 1

STATEMENT OF WORK REGARDING City of Welland 'Trees for All' Service Level Agreement

2025

Logan Avenue Mini Forest Project:

The City of Welland was successful in receiving a funding contribution from Green Communities Canada to create a mini forest near Logan Avenue. For 2025, the City of Welland requested NPCA staff to deliver the Logan Avenue Mini Forest project through Trees for All implementation services. NPCA will be compensated for the estimated project management costs, purchase of tree and shrub materials, and post-planting monitoring (refer to City of Welland Report P&B2025-10). The total cost for this project \$14,998.99 plus HST (as approved through Resolution 2025-5-22-112).

2026

The City of Welland has requested NPCA staff to coordinate implementation across three municipal sites, representing a continuation and expansion of the City's urban canopy and natural infrastructure program. The 2026 scope includes the planting of approximately 2,400 trees across three sites (detailed below), supported by a total City contribution of \$30,000. Funding was approved through the 2026 Budget Amendments and ratified under the City of Welland Confirmatory By-law (BY-LAW 2025-104 / 106), passed at the Special Council Meeting on December 3, 2025 (File Ref. No. 22-112).

Site 1: Colbeck Park (Prince Charles Area)

The Colbeck Park (Prince Charles area) project will involve the planting 1,860 native trees on municipal greenspace to enhance urban canopy cover, improve biodiversity, and contribute to climate resilience. The project includes a multi-component planting approach that expands the existing riparian buffer along the Welland River while establishing additional planting areas within the park.

The riparian buffer expansion will be implemented in Spring 2026 (May 9, 2026), with remaining planting areas to be completed in Fall 2026. Planting will be arranged in defined cells and naturalized zones to support long-term canopy development and to create a passive-use pathway experience for residents.

Site 2: Windsor Park Tree Planting Project

The Windsor Park project will include the establishment of clustered planting areas within defined zones to improve canopy distribution and long-term site resilience. The project will involve the planting of 170 native trees, integrated with existing park features and circulation patterns, with appropriate spacing and configuration to support growth while minimizing operational conflicts with maintenance activities.

Located within a small, manicured parkland behind residential buildings, and adjacent to the Canadian Pacific rail line and the Welland Recreational Canal, the site will transition select

turfgrass areas into naturalized planting zones. This approach will expand native tree cover while reducing the need for ongoing seasonal maintenance.

Site 3: Seaway Park Tree Planting Project

The Seaway Park project will involve the establishment of naturalized planting areas within open parkland and adjacent to stormwater infrastructure. Planting 960 trees will be designed to support site drainage function and enhance ecological performance through the introduction of native tree species suited to variable moisture conditions.

The project will include planting several areas surrounding a stormwater management pond, expansion of the existing riparian buffer, and the creation of a passive-use pathway for residents to enjoy. The purpose of the project is to increase native tree cover across the City of Welland while enhancing ecological function and providing accessible naturalized space within the park.

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Schedule “E”

SERVICE LEVEL AGREEMENT REGARDING St. George Park Wetland Restoration Project

1. BACKGROUND

- 1.1) The Niagara Peninsula Conservation Authority (NPCA) has facilitated a partnership with the City of Welland to create a wetland on City-owned lands at St. George Park through its Ecological Restoration and Stewardship services, as per Schedule A.
- 1.2) The proposed wetland concept will re-establish 1.9 hectares of habitat to the park providing a passive recreation experience in nature, while connecting the fragmented provincially significant Welland swamp wetland complex that surrounds it.
- 1.3) The design includes approximately 1 hectare of open water marsh and meadow habitat that will improve biodiversity through establishment of native species and reduce existing disturbance through the removal and control of invasive plant species.
- 1.4) This new natural asset within the City will function as green infrastructure providing environmental services such as stormwater retention, carbon storage and sequestration, and improved habitat.
- 1.5) The NPCA is actively pursuing external funding sources to contribute to the project and reduce costs for the partner.

2.0) RESPONSIBILITIES

- 2.1) The Niagara Peninsula Conservation Authority will:
 - a) Lead the planning and implementation of the wetland restoration project at St. George Park.
 - b) Undertake project implementation activities including:
 - i. coordinate meetings with City staff to scope and coordinate the project;
 - ii. prepare and submit grant application(s) to secure external project funding;
 - iii. contribute to the project design and development of the final site plan;
 - iv. obtain necessary permits required for implementation
 - v. lead procurement of contractors and project materials and supplies,
 - vi. coordinate volunteer engagement;
 - vii. site preparation and plant material installation;
 - viii. conduct post monitoring to NPCA standards
 - ix. report to contributing partners.
 - c) Pursue complementary funding opportunities to secure funding and continuously improve the project cost-sharing model, as may be required.
 - d) Pay for direct project implementation costs and invoice the Municipality for their contribution to the project as per the approved budget.

- e) The NPCA shall oversee construction of the wetland. Upon completion of the wetland works, NPCA shall inform the municipality in writing.
- f) NPCA will provide a one (1) year warranty monitoring period commencing on the date of project completion/acceptance, during which time it shall be responsible for the correction of any defects or deficiencies arising from the construction of the wetland. NPCA shall also be responsible for coordinating with the constructor of the wetland to undertake any required repairs, at no cost to the City.
- g) Maintain records of all project costs and revenues and provide same to the Municipality upon request.
- h) The NPCA shall provide City of Welland Community Services – Parks and Forestry Section with one (1) copy of detailed as-built constructions drawings for the wetland, landscape features, and future outdoor rink area.

2.2) The **City of Welland** will:

- a) Provide all necessary approvals and permissions to construct the wetland on city-owned property.
- b) Contribute to wetland restoration project costs as approved by the Municipality, incurred by NPCA that are not covered by external funding sources as per the project budget.
- c) Pay for any non-restoration project costs on scope desired by the Municipality (e.g., ice rink replacement, associated de-watering and fish rescue/salvage services).
- d) Cooperate to formalize financial commitments as requirements are confirmed.
- e) Provide attestation of financial and in-kind contributions toward the wetland restoration project and associated activities to NPCA and project funders, as may be required.
- f) Endeavor, to the best of the Municipality's ability, to maintain and leave the created wetland 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 **City of Welland** will:

- a. Meet regularly throughout the project to manage its implementation.
- b. Collaborate to secure external funding, as needed, to improve the project cost-sharing model and cover implementation expenses to project completion.
- c. Collaborate to promote and amplify the project's benefits through marketing and communications.
- d. Collaborate on the long-term vision and management of the created wetland as opportunity affords (i.e. monitoring opportunity with Brock University).

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 **City of Welland** to:

Dave Steven
Manager of Parks, Forestry and Cemeteries
City of Welland
99 Federal Road
Welland, ON L3B 6C2
Phone: (905) 735-1700 x3021

4.0 INSURANCE

4.1) NPCA is insured with commercial general liability up to \$5 million 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) The NPCA shall, at its sole expense, maintain commercial general liability insurance and umbrella liability insurance as described in this Agreement. The Municipality (including its councillors, officers, employees, and agents) shall be added as an additional insured

under such policies with respect to liabilities arising from the NPCA's performance of its obligations under this Agreement. Proof of such coverage shall be provided to the Municipality in the form of a Certificate of Insurance upon execution of the Agreement and upon each renewal of the applicable policies. Coverage provided to the Municipality as an additional insured shall be non-contributory and shall apply only to the extent of the NPCA's negligent acts or omissions

- 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) The St. George Park Wetland Restoration project is a cost-share project with funding from NPCA, the Municipality, and other external sources.
- 5.2) Total project cost is estimated at \$138,000. NPCA has secured a total of \$88,000 from the Niagara Community Foundation, Ducks Unlimited Canada, and other NPCA funding sources toward this project.
- 5.3) The City of Welland has confirmed a contribution of \$50,000 toward this project (as per Resolution 2026-49 99-99)
- 5.5) NPCA is contributing in-kind support for staff resources working on this project.