

NIAGARA PENINSULA CONSERVATION AUTHORITY
Board of Directors Meeting
June 27, 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, May 23, 2025

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3.2. Closed Session Minutes of the Full Authority Meeting dated May 23, 2025 (*distributed separately*)

4. CHAIR’S UPDATE

5. CORRESPONDENCE

5.1. Correspondence dated May 17, 2025, from Conservation Ontario RE: Conservation Ontario’s comments on the “Special Economic Zones Act, 2025 (ERO#025-0391).

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5.2. Correspondence dated June 4, 2025, from Niagara Region RE: Motion Respecting Consolidated General Levy Rate.

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5.3. Correspondence dated June 11, 2025, from Conservation Ontario RE: Conservation Ontario’s comments on “Proposed Planning Act and City of Toronto Act, 2005 Changes (Schedule 3 and 7 of Bill 17 – Protect Ontario by Building Faster and Smarter)” (ERO#025-0461), “Proposed Regulations- Complete Application” (ERO#025-0462), and the “Proposed Regulations- As-of-right Variations and Setback Requirements” (ERO#025-0463).

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6. PRESENTATIONS

7. DELEGATIONS

8. CONSENT ITEMS

**8.1. Report No. FA-33-25 RE: Bill 5 and Bill 17 – Conservation Ontario
Comments**

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8.2. Report No. FA-30-25 RE: Partnership with BC Parks Foundation

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9. DISCUSSION ITEMS

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

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10. COMMITTEE REPORTS

11. MOTIONS

12. NOTICES OF MOTION

13. NEW BUSINESS

14. CLOSED SESSION

15. ADJOURNMENT

NIAGARA PENINSULA CONSERVATION AUTHORITY
Board of Directors Meeting Minutes
May 23, 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
E. Baldin, Manager, Land Planning
A. Christie, Director, Conservation Areas
M. Davis, Manager, Office of the CAO & Board
D. Deluce, Director, Planning & Development
L. Gagnon, Director, Corporate Services
N. Green, Director, Watershed Strategies & Climate Change
E. Navarro, Supervisor, Communications & Public Relations
G. Shaule, Administrative Assistant

OTHERS PRESENT: B. Greenwood, Chair, NPCF
S. Pfeifer, Donor & Investment Relations Officer, NPCF

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

1. APPROVAL OF AGENDA

Resolution No. FA-51-2025

Moved by: Brian Grant

Seconded by: Michelle Seaborn

THAT the agenda for the Full Authority Board meeting held on May 23, 2025 **BE AMENDED** to address Item 9.1. immediately following Item 6.1.

CARRIED

2. DECLARATIONS OF CONFLICT OF INTEREST

None.

3. APPROVAL OF MINUTES

Resolution No. FA-52-2025

Moved by: Donna Cridland

Seconded by: Stew Beattie

THAT the Minutes of the Full Authority Meeting Closed Session Minutes dated April 25, 2025 **BE APPROVED.**

CARRIED

4. CHAIR'S UPDATE

- May 2025 marks 25 years since the Walkerton tragedy - a defining moment that reshaped how we collectively think about water safety, watershed protection, and environmental oversight. Chair Metcalfe encouraged the community to take a moment to reflect and to learn more about NPCA's work, including the Niagara Source Water Protection Program.
- Chair Metcalfe recognized National Volunteer Week was celebrated across Canada at the end of April and thanked all of NPCA's incredible volunteers who support various initiatives.
- Morgan's Point has long been a cherished natural space along the Lake Erie shoreline and the 100th anniversary of Morgan's Point Conservation Area will be commemorated on June 6th, with activities and guided hikes running from 10 a.m. to 4 p.m.

5. CORRESPONDENCE

Resolution No. FA-53-2025

Moved by: Brian Grant

Seconded by: Stew Beattie

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

- 5.1.** Correspondence dated April 25, 2025 from the Regional Municipality of Niagara RE: 2026 Budget Timetable;
- 5.2.** Correspondence dated May 8, 2025 from the Regional Municipality of Niagara RE: Development Applications Monitoring Report – 2024 Year End; and
- 5.3.** Correspondence dated May 15, 2025 from Conservation Ontario RE: Conservation Ontario's Comments on "Proposed interim changes to the Endangered Species Act, 2007 and a proposal for the Species Conservation Act, 2025" (ERO#025-0380).

CARRIED

6. PRESENTATIONS

6.1. 2024 Annual Report

CAO/Secretary-Treasurer, Leilani Lee-Yates provided a presentation on the above noted. Discussion regarding NPCA's cybersecurity measures and partnerships with local area municipalities ensued.

Resolution No. FA-54-2025

Moved by: Brian Grant

Seconded by: Robert Foster

THAT the presentation regarding the 2024 Annual Report **BE RECEIVED.**

CARRIED

9.1. Report No. FA-27-25 RE: 2024 Annual Report

Resolution No. FA-55-2025

Moved by: Michelle Seaborn

Seconded by: Robert Foster

THAT Report No. FA-27-25 RE: 2024 Annual Report **BE RECEIVED;**

AND THAT the Draft 2024 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 formats.

CARRIED

7. DELEGATIONS

7.1. Barbara Greenwood, Chair, Niagara Peninsula Conservation Foundation

NPCF Chair, Barbara Greenwood, provided a brief presentation regarding the Foundation's 2024 highlights and areas of priority for 2025.

Resolution No. FA-56-2025

Moved by: Albert Witteveen

Seconded by: Brian Grant

THAT the delegation from Niagara Peninsula Conservation Foundation **BE RECEIVED.**

CARRIED

8. CONSENT ITEMS

None.

9. DISCUSSION ITEMS

9.2. Report No. FA-24-25 RE: St. Johns Centre Heritage Designation

Resolution No. FA-57-2025

Moved by: Donna Cridland

Seconded by: Brian Grant

THAT Report No. FA-24-25 RE: St. Johns Centre Heritage Designation **BE RECEIVED**;

AND THAT the NPCA Board of Directors **ENDORSE** the City of Thorold's decision to conduct a cultural heritage evaluation of St. Johns Centre Conservation Area as a property of cultural heritage value or interest;

AND THAT staff **BE DIRECTED** to report back to the Full Authority Board upon receipt of a Notice of Intention to Designate St. Johns Centre Conservation Area as a property of cultural heritage value or interest;

AND FURTHER THAT Report No. FA-24-25 **BE CIRCULATED** to the City of Thorold.

CARRIED

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

Resolution No. FA-58-2025

Moved by: Albert Witteveen

Seconded by: Robert Foster

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

AND THAT the Agreement of Services between the Corporation of the Township of West Lincoln 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 Township of West Lincoln and Niagara Peninsula Conservation Authority **BE MADE PUBLICLY AVAILABLE** on NPCA's website.

CARRIED

9.4. Report No. FA-25-25 RE: Financial Report – April 2025

Director, Corporate Services, Lise Gagnon, provided an overview of the financial report. Discussion ensued regarding categorization of funding, and provincial and federal grants.

Resolution No. FA-59-2025

Moved by: Brian Grant

Seconded by: Stew Beattie

THAT Report No. FA-25-25 RE: Financial Report – April 2025 **BE RECEIVED** for information.

CARRIED

9.5. Report No. FA-28-25 RE: Niagara Region Funding Agreement – 2025 Capital Projects

Director Gagnon provided a brief overview of the report noted above. Discussion ensued regarding timing of consideration at Niagara Regional Council.

Resolution No. FA-60-2025

Moved by: Donna Cridland

Seconded by: Mark Tadeson

THAT Report No. FA-28-25 RE: Niagara Region Funding Agreement – 2025 Capital Projects **BE RECEIVED**;

AND THAT the financing for the capital projects at Ball's Falls and St. Johns conservation areas, totaling \$500,000, through the Regional Municipality of Niagara **BE APPROVED**;

AND THAT repayment of the financing of the capital projects through the operating levy annually for five years **BE APPROVED**;

AND FURTHER THAT the Regional Municipality of Niagara **BE ADVISED**.

CARRIED

9.6. Report No. FA-29-25 RE: Land Acquisition and Disposition Policy

Resolution No. FA-61-2025

Moved by: Brian Grant

Seconded by: Robert Foster

THAT Report No. FA-29-25 RE: Land Acquisition and Disposition Policy **BE RECEIVED**;

AND THAT the Land Acquisition and Disposition Policy as appended to Report No. FA-29-25 **BE APPROVED**;

AND THAT NPCA staff **BE AUTHORIZED** to maintain and update the NPCA Land Acquisition and Disposition Policy, as needed, to reflect legislation and technical guidance provided by the Province;

AND FURTHER THAT the approved NPCA Land Acquisition and Disposition Policy **BE POSTED** on the NPCA's website.

CARRIED

10. COMMITTEE REPORTS

10.1. Minutes of the Finance Committee meeting, dated April 16, 2025

Resolution No. FA-62-2025

Moved by: Brian Grant

Seconded by: Robert Foster

THAT the Minutes of the Finance Committee, dated April 16, 2025 **BE APPROVED.**

CARRIED

10.2. Minutes of the Public Advisory Committee meeting, dated February 11, 2025

Resolution No. FA-63-2025

Moved by: Brian Grant

Seconded by: Mark Tadeson

THAT the Minutes of the Public Advisory Committee, dated February 11, 2025 **BE APPROVED.**

CARRIED

10.3. Minutes of the Public Advisory Committee meeting, dated May 13, 2025

Resolution No. FA-64-2025

Moved by: Brian Grant

Seconded by: Michelle Seaborn

THAT the Minutes of the Public Advisory Committee, dated May 13, 2025 **BE APPROVED.**

CARRIED

11. MOTIONS

Resolution No. FA-65-2025

Moved by: Robert Foster

Seconded by: Brian Grant

THAT staff **BE DIRECTED** to review any discretionary travel to the US for the 2025 calendar year;

AND THAT guidance **BE DEVELOPED** by the CAO and senior leadership on what requires cross-border travel for the 2025 calendar year;

AND THAT Canadian institutions and service providers be prioritized and sourced or professional development, training, and education programs where feasible;

AND FURTHER THAT staff **BE DIRECTED** to report back on discretionary travel measures, on or before December 19, 2025.

CARRIED

12. NOTICES OF MOTION

None.

13. NEW BUSINESS

Member Foster encouraged staff and the Foundation to explore funding opportunities through the Rittenhouse Fund at Niagara Community Foundation.

14. CLOSED SESSION

Resolution No. FA-66-2025

Moved by: Donna Cridland

Seconded by: Brian Grant

THAT the Full Authority Meeting scheduled on May 23, 2025 **NOW** move into closed session at 11:07 a.m.

CARRIED

Resolution No. FA-67-2025

Moved by: Stew Beattie

Seconded by: Brian Grant

THAT the Full Authority Meeting scheduled May 23, 2025 **RESUME** open session at 11:57 a.m.

CARRIED

14. ADJOURNMENT

Chair Metcalfe adjourned the meeting at 11:58 a.m.



May 17, 2025

Via Email: specialeconomiczones@ontario.ca

Re: Conservation Ontario's comments on the "Special Economic Zones Act, 2025" (ERO#025-0391)

Bill 5, the *Protect Ontario by Unleashing our Economy Act, 2025* proposes to amend existing and enact new legislation, including the *Special Economic Zones Act, 2025*. Upon proclamation, the *Special Economic Zones Act* will provide regulation-making authorities to the Lieutenant Governor in Council (LGIC) and applicable Minister to make criteria for and to designate "special economic zones", "trusted proponents", and "designated projects".

Once established, designated projects undertaken by trusted proponents in special economic zones may receive exemptions or modifications to specified legislative or regulatory permitting, approvals, or other similar requirements. The proposed legislation may apply in any area of Ontario, and to any provincial Act, regulation or instrument, including municipal by-laws.

Conservation Ontario and the 36 Conservation Authorities (CAs) share the government's commitment to identify process improvements and provide timely approvals to support development priorities. We are committed to supporting a strong provincial economy, safe housing and critical infrastructure development, and safeguarding sources of municipal drinking water. CAs are dedicated to providing client service excellence for all development proponents.

Providing strong protections for people and property from risks related to natural hazards and existing and future sources of municipal drinking water are essential to support economic development and safe and prosperous communities. Conservation Ontario recommends that natural hazard permitting requirements under the *Conservation Authorities Act* and policies set out in the source protection plan under the *Clean Water Act* continue to apply in any designated special economic zones. The continued application of these regulations and policies will balance potential risks and further support safe and healthy communities.

Ontario's natural hazard regulatory framework is essential to protect housing, critical infrastructure, and the public from natural hazard impacts, including flooding and erosion. The success of Ontario's hazard management framework and the Conservation Authority

model is recognized for minimizing flood hazard risks to housing compared to other provinces, resulting in considerably lower insurable losses. This coordinated and hazard/risk-based framework is strongly supported by Ontario's Special Advisor on Flooding in their report "*An Independent Review of the 2019 Flood Events in Ontario*".

Conservation Authorities play a critical role in the protection of sources of municipal drinking water as Source Protection Authorities (SPAs) under the *Clean Water Act*. Lead SPAs are responsible for developing, updating and assisting in the coordination and implementation of the source protection plan(s) to protect existing and future sources of drinking water. All Source Protection Plans are approved by the Minister of Environment, Conservation and Parks.

The *Clean Water Act* appropriately establishes a high standard for the protection of drinking water quality and quantity and requires that in case of conflict between a provision of that Act and another Act or regulation, that the provision that provides the greatest protection to the quality and quantity of the water prevails. Maintaining this requirement under the *Clean Water Act* is necessary to ensure the strongest available legislative and regulatory protection is applied to safeguard drinking water quantity and quality. This multi-barrier approach to ensuring the safety of Ontario's drinking water was strongly supported by Commissioner O'Connor in the 2002 "*Report of the Walkerton Inquiry*".

Conservation Authority staff bring decades of specialized expertise balancing development pressures and finding local solutions to complex matters. Both Conservation Ontario and Ontario's 36 CAs welcome opportunities to strategically collaborate with provincial and municipal governments to ensure provincial development priorities are planned and implemented safely, supporting long-term economic prosperity and a healthy environment.

Thank you for the opportunity to review and provide comments on the "Special Economic Zones Act, 2025" (ERO#025-0391). We would be pleased to further discuss these comments at your convenience.

Sincerely,

Dave Barton

Dave Barton
Chair, Conservation Ontario

Angela Coleman

Angela Coleman
Chief Administrative Officer / General
Manager, Conservation Ontario

c.c. All CA CAOs/GMs

June 4, 2025

CL 8- 2025, May 22, 2025

DISTRIBUTION LIST

SENT ELECTRONICALLY

Motion Respecting Consolidated General Levy Rate

Regional Council, at its meeting held on May 22, 2025, passed the following motion:

Whereas, according to the Municipal Act, one of the responsibilities of Regional Council is to maintain the financial integrity of the municipality;

Whereas we are confronted with unprecedented economic and financial challenges;

Whereas the consolidated 2025 General Levy inclusive of ABCs, Capital Financing and Program Changes increased approximately \$46 million or 9.6% after assessment growth; and

Whereas the consolidated general levy inclusive of ABCs, Capital Financing and Program Changes in 2025, and previous years, has placed a heavy, unaffordable and an unsustainable tax burden on property taxes for both residents and local businesses.

NOW THEREFORE BE IT RESOLVED:

1. That the consolidated 2026 General Levy inclusive of ABCs, Capital Financing and Program Changes budget guidance **BE ESTABLISHED** at 3.5%;
2. That all regional departments **BE DIRECTED** to achieve this guidance rate;
3. That all Agencies, Boards and Commissions, **BE ADVISED** of this guidance rate; and
4. That staff **CREATE** an appendix outlining all decreases from the staff proposed budget along with a detailed explanation of the service cuts and staffing cuts required to achieve the budgetary savings.

Additional information regarding the motion has been provided to Regional Council in Memorandum BRC-C 1-2025 (attached), which is included on the agenda for the Budget Review Committee of the Whole meeting being held on June 5, 2025.

Yours truly,

A handwritten signature in black ink, appearing to read 'Ann-Marie'.

Ann-Marie Norio
Regional Clerk

:kl
CLK-C 2025-058

Distribution List:

Niagara Peninsula Conservation Authority
Niagara Regional Housing
Niagara Regional Police Service Board
Niagara Transit Commission

Memorandum

BRC-C 1-2025

Subject: 2026 Budget Update

Date: June 5, 2025

To: Budget Review Committee of the Whole

From: Melissa Raquion, Director/Deputy Treasurer, Financial Management & Planning

In follow up to the May 22, 2025, Budget Review Committee of the Whole,

1. Staff will continue the Phase 1 and Phase 2 budget processes while building the 2026 budget, acknowledging the 3.5% guidance from the Council, and addressing its implications in Phase 2 this fall.
2. Staff have interpreted this guidance to exclude the Rate – Water and Wastewater and the Special Levy – Waste Management.
3. Given the staff resources required to follow the Council guidance, the core services review will be postponed until Q4 of this year.
4. Staff have communicated to the ABCs the budget increase restrictions necessary for the Corporation to achieve the 3.5% guidance holistically.
5. The chart below illustrates the 2026 budget increases, calculated based on the 3.5% guidance applied to the 2025 approved budget for the regional departments, including other considerations, and ABCs.

	2025 Approved Budget	2026 Increase Allocation	% Change
Departments & Other Considerations	\$ 311,861,262	\$ 10,915,144	3.50%
NRPS	\$ 212,456,352	\$ 7,435,972	3.50%
NPCA	\$ 7,959,083	\$ 278,568	3.50%
Courts	\$ (99,454)	\$ -	0.00%
NRH	\$ 4,517,610	\$ 158,116	3.50%
ABC Budget	\$ 224,833,591	\$ 7,872,657	3.50%
Smart Growth & TIGS (Note 1)		\$ 8,603,227	1.60%
Consolidated Levy Budget	\$ 536,694,853	\$ 27,391,028	5.10%
Assessment Growth			-1.59%
Consolidated Levy Budget Less Assessment Growth	\$ 536,694,853	\$ 27,391,028	3.51%

Note 1: In accordance with the Budget Planning By-law, assessment growth is prioritized for Tax Increment Grants (TIGs), growth, capital, and Council strategic priorities. For the purposes of this table, Smart Growth and TIGs are shown separately as being offset by assessment growth.

Respectfully submitted and signed by

Melissa Raquion

Director/Deputy Treasurer, Financial Management & Planning



June 11, 2025

Ministry of Municipal Affairs and Housing Provincial Planning Branch
777 Bay Street, 13th Floor
Toronto, ON
M7A 2J3

Re: Conservation Ontario's comments on "Proposed Planning Act and City of Toronto Act, 2006 Changes (Schedules 3 and 7 of Bill 17 - Protect Ontario by Building Faster and Smarter Act, 2025)" (ERO#025-0461), "Proposed Regulations- Complete Application" (ERO#025-0462), and the "Proposed Regulation- As-of-right Variations from Setback Requirements" (ERO#025-0463).

Bill 17, *Protect Ontario by Building Faster and Smarter Act, 2025*, received Royal Assent on June 5, 2025, amending eight pieces of legislation, including the *Planning Act* and *City of Toronto Act, 2006*. The amendments alter or exempt certain planning requirements and approval processes related to minor variances and elementary schools, enable enhanced oversight for projects proceeding through a Minister's Zoning Order (MZO), and provide regulation-making authority to create rules regarding study requirements for complete applications.

Conservation Ontario is the voice of Ontario's 36 Conservation Authorities.

Conservation Ontario supports the government's commitment to timely and transparent planning and development approvals.

- We appreciate the provincial government's continued commitment to ensuring development does not occur on hazardous lands, as noted in ERO#025-0461.
- Strong natural hazard planning and regulatory frameworks are essential to protect housing, sensitive institutional uses such as schools, hospitals and care facilities, critical infrastructure, and the public from natural hazard impacts, including flooding and erosion.

Conservation Ontario is committed to the goals of:

- **Protecting people, property, and infrastructure from the impacts of natural hazards; and,**
- **Protecting sources of municipal drinking water.**

Conservation Ontario believes that achieving these goals requires informed planning supported by a comprehensive understanding of hazard areas and significant (drinking water) threat policies within municipal jurisdictions.

- Municipalities rely on Conservation Authorities¹ for mapping for hazardous lands and sites in municipal planning documents, including Official Plans and Zoning By-Laws.
- Working with Source Protection Authorities, municipal planning documents further incorporate significant drinking water threat policies that must be 'conformed with' and other policies that they 'have regard to' arising from their local Source Protection Plan.

Conservation Ontario provides the following comments on select aspects of these proposals. A summary is provided in Attachment 1. These comments are limited to changes implemented through Bill 17 and are not reflective of the full suite of proposed changes as outlined in the Province's Bill 17 Technical Briefing Deck.

1. Minor Variances (As-of-Right Variations from Setback Requirements)

- Bill 17 enables new regulation-making authority to allow variations to a municipal zoning by-law to be permitted "as of right" if a proposal is within a percentage of the required setback on specified lands (currently proposed to be 10%).
- These provisions would only apply to buildings or structures on urban residential lands outside of the Greenbelt Area and would further exclude any area that is within 120 m of certain hazardous lands (including shorelines) and lands within 300 m of most railways.

Conservation Ontario supports process improvements to facilitate safe housing and infrastructure development, while ensuring that development occurs outside of hazardous lands.

- Recent publications^{2,3,4} highlight limited municipal capacity to map and effectively manage flooding and other natural hazards, emphasizing the need for collaborative partnerships with Conservation Authorities to ensure hazardous areas are accurately reflected in municipal planning documents.

¹ Ontario Ministry of Municipal Affairs and Housing. (2024). *Provincial Planning Statement, 2024*. Policy 5.2. Government of Ontario.

² Office of the Auditor General of Ontario. (2022). *Value-for-Money Audit: Climate Change Adaptation: Reducing Urban Flood Risk*.

³ Office of the Auditor General of Ontario. (2024). *Follow-up on the 2022 Performance Audit: Climate Change Adaptation: Reducing Urban Flood Risk*.

⁴ McNeil, D. (2019). *Ontario's Special Advisor on Flooding Report to Government: An Independent Review of the 2019 Flood Events in Ontario*.

- To ensure “as-of-right” setback reductions do not have the effect of siting development in areas impacted by natural hazards, Conservation Authorities will continue to collaborate with municipal partners to ensure current hazard mapping is incorporated into municipal Official Plans and Zoning By-Laws.

2. Study Requirements and Certified Professionals

- Bill 17 enables new regulation-making authority to specify the type and topics of studies/reports that may be requested as part of a complete application under the *Planning Act* and limit complete application study/report requirements to what is currently outlined in Official Plans, unless otherwise approved by the Minister.
- Applications made under the *Planning Act* are often accompanied by municipally requested technical studies or reports to confirm site constraints, policy compliance, and assess impacts on infrastructure, municipal drinking water sources, and public health and safety.

Conservation Ontario recommends future regulations enable municipalities to require studies/reports used to confirm consistency with provincial policies related to natural hazards and applicable drinking water source protection policies as part of a complete application.

- Supporting studies and reports provide approval authorities with technical information to make informed decisions on development proposals.
- These studies ensure the proposed development does not negatively impact natural hazards, safeguard sources of municipal drinking water, and maintain a high standard of public safety.
- A list of potential study/report topics and types is provided in Attachment 2.

- Amendments further require municipalities to accept studies/reports prepared by “prescribed professionals” as “final” for the purpose of determining a complete application.
- It is anticipated that a range of professions / professional designations may be included in a future regulation, each with varying technical expertise to support the development of municipally-requested studies/reports.

Conservation Ontario recommends the regulation clarify the specific designations and expertise for “prescribed professionals”, specific to each report type, to ensure studies/reports are prepared by appropriate professionals.

3. Streamlined Planning Approval for Schools

- Bill 17 provides “as-of-right” permission to locate public elementary and high schools on urban lands zoned for residential uses. The Bill further exempts the placement of all portable classrooms at public schools from site plan control.

Conservation Ontario supports efforts to facilitate timely and safe development of institutional uses, such as schools and day-care facilities.

- As previously noted, we recommend municipal zoning resources be updated to ensure development is not situated in hazardous lands or sites, further to prohibitions in policy 5.2.6 (a) of the Provincial Planning Statement, 2024.
- Consideration should also be given to scoping “as-of-right” provisions to exclude areas subject to natural hazards and/or areas where safe access cannot be achieved.

Conservation Ontario recommends in lieu of the requirement for a Zoning By-Law Amendment, a streamlined review process to confirm that natural hazards do not pose a safety threat for the siting of schools and day-care facilities.

- Conservation Authorities are prepared to assist municipal partners with an expedited review to help facilitate timely and safe development.

4. Minister’s Zoning Orders

- Bill 17 provides the Minister with the ability to impose enforceable conditions on municipalities or proponents that must be met before a use permitted by a Minister’s Zoning Order comes into effect.

Conservation Ontario supports using this new authority to improve transparency and effective implementation of MZOs.

For example, conditions could be applied to request completion of satisfactory studies/reports, or inclusion of appropriate safeguards for drinking water sources or against the impacts of natural hazards (e.g., flooding and erosion).

Conservation Ontario requests that the Province, when considering a request for a Minister’s Zoning Order, consult with affected municipalities and Conservation Authorities on potential conditions.

Thank you for the opportunity to review and provide comments on “Proposed Planning Act and City of Toronto Act, 2006 Changes (Schedules 3 and 7 of Bill 17 - Protect Ontario by Building Faster and Smarter Act, 2025)” (ERO#025-0461), “Proposed Regulations– Complete

Application" (ERO#025-0462), and the "Proposed Regulation- As-of-right Variations from Setback Requirements" (ERO#025-0463). We would be pleased to further discuss these comments at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Bonnie Fox". The signature is fluid and cursive, with the first name "Bonnie" written in a larger, more prominent script than the last name "Fox".

Bonnie Fox
Policy and Planning Director

c.c. Conservation Authority CAOs/GMs

Attachment 1: Summary

1. Conservation Ontario supports the government's commitment to timely and transparent planning and development approvals.
2. Conservation Ontario is committed to the goals of:
 - a. Protecting people, property, and infrastructure from the impacts of natural hazards and
 - b. Protecting sources of municipal drinking water
3. Conservation Ontario believes that achieving these goals requires informed planning supported by a comprehensive understanding of hazard areas and significant (drinking water) threat policies within municipal jurisdictions.
4. Conservation Ontario supports process improvements to facilitate safe housing and infrastructure development, while ensuring that development occurs outside of hazardous lands.
5. Conservation Ontario recommends future regulations enable municipalities to require studies/reports used to confirm consistency with provincial policies related to natural hazards and applicable drinking water source protection policies as part of a complete application.
6. Conservation Ontario recommends future regulations clarify the specific designations and expertise for "prescribed professionals", specific to each report type, to ensure studies/reports are prepared by appropriate professionals.
7. Conservation Ontario supports efforts to facilitate timely and safe development of institutional uses, such as schools and day-care facilities.
 - a. Conservation Ontario recommends in lieu of the requirement for a Zoning By-Law Amendment, a streamlined review process to confirm that natural hazards do not pose a safety threat for the siting of schools and day-care facilities.
8. Conservation Ontario supports the use of new MZO authority to improve transparency and effective implementation of MZOs.
 - a. Conservation Ontario requests that the Province, when considering a request for a Minister's Zoning Order, consult with affected municipalities and Conservation Authorities on potential conditions.

Attachment 2: Potential Studies/Reports that Municipalities may request to support complete applications under the *Planning Act*

The following studies are examples of what may be required to support informed decisions on applications submitted under the *Planning Act*. These lists are not exhaustive. The specific proposal, geographic context, and applicable local policies will further scope necessary studies. Where study/report recommendations are put forward by Conservation Authorities through their mandatory plan review and input roles, CAs will work with municipal partners to scope study requirements to capture necessary details to support municipal decision-making.

1. Studies required by Source Protection Plan policies. Examples include, but are not limited to:

- a. Groundwater Impact Studies (in areas identified as significant Groundwater Recharge Areas).
- b. Hydrogeological analysis / risk assessment (where proposed development may pose risk to vulnerable aquifers).
- c. Water balance assessment.
- d. Intake / wellhead vulnerability mapping.
- e. Transport Pathway Vulnerability Assessment.

2. Studies required to assess consistency with provincial natural hazard policies (e.g., PPS, 2024) and conformity with natural hazard policies in provincial plans. Examples include, but are not limited to:

- a. Detailed site plan / site screening report.
- b. Studies/ reports to assess potential flooding hazards (*e.g., flood plain study reports, flood hazard assessments, hydraulic modelling, topographic report, grading plan, drainage catchment assessments, post-development drainage plans, etc.*)
- c. Studies / reports to assess potential erosion hazards (*e.g., geotechnical investigations / assessments, erosion hazards assessments [meander belts, slope stability, etc.], sediment and erosion control plans, etc.*)
- d. Studies / reports to assess potential shoreline/coastal hazards (*e.g., coastal hazard / engineering assessment, shoreline stability report, etc.*)
- e. Studies / reports to assess potential wetland hazards/impacts (*e.g., hydrological evaluations / water balance, wetland delineation study, scoped Environmental Impact Study, etc.*)
- f. Studies / reports to assess potential stormwater management needs (*e.g., stormwater management report, functional servicing report, etc.*)

Report To: Board of Directors

Subject: Bill 5 and Bill 17 – Conservation Ontario Comments

Report No: FA-33-25

Date: June 27, 2025

Recommendation:

THAT Report No. FA-33-24 RE: Bill 5 and Bill 17 – Conservation Ontario Comments **BE RECEIVED.**

Purpose:

The purpose of this report is to provide the Board with an overview of Bill 5, *Protect Ontario by Unleashing our Economy Act*, and Bill 17, *Protect Ontario by Building Faster and Smarter Act*, and Conservation Ontario's submitted comments on each Bill.

Background:

The Province of Ontario has recently given Royal Assent to two Bills that made amendments to various legislation and, in the case of Bill 5, establish two new pieces of legislation. Bill 5, *Protect Ontario by Unleashing our Economy Act*, was posted to the Environmental Registry on April 17, 2025. The general intent of Bill 5 was to help resource development, with particular focus on mining. Bill 17, *Protect Ontario by Building Faster and Smarter Act*, was posted on May 12, 2025. The general intent of Bill 17 was to help facilitate infrastructure, housing, and transit development. The changes resulting from both Bill 5 and Bill 17 did not include any changes to the *Conservation Authorities Act*.

The Conservation Ontario comments for interim changes to the *Endangered Species Act* and proposed *Species Conservation Act* included in Bill 5 were provided to the Full Authority Board as correspondence at the May 23, 2025 meeting. Conservation Ontario comments regarding Bill 17 and the *Special Economic Zones Act* included in Bill 5 are included as correspondence for receipt at the June 27, 2025 Full Authority meeting.

Discussion:

Given the content of these proposals and the limitations placed on Conservation Authorities regarding natural heritage planning and broader policy development, NPCA staff have not submitted separate comments. Instead, staff supported the submissions made by Conservation Ontario on behalf of conservation authorities and prepared background information for the Full Authority Board now that Bill 5 and Bill 17 have received Royal Assent.

Bill 5, *Protect Ontario by Unleashing our Economy Act*, 2025

Notable highlights from Bill 5 include the revocation of the *Endangered Species Act* (upon proclamation), the establishment of the new *Species Conservation Act*, and the establishment of the *Special Economic Zones Act*.

The new *Species Conservation Act*, 2025 will establish a registration-first model for authorizations and a new Species Conservation Program to support voluntary conservation actions. The details of the registration program will be established through future regulations. There is currently no timeline available for when this program will commence.

Conservation Ontario's submission highlights the alignment between species protection, ecosystem resilience, and overall social and economic well-being. Importantly, the submission recognizes the role of conservation authorities as major landowners and environmental stewards, ready to partner on targeted conservation efforts, subject to eligibility for funding. It also supports the proposed funding increase of up to \$20 million annually to enable broader habitat preservation, enhancement, and outreach initiatives.

Considerations for Species at Risk under the *Endangered Species Act* are not part of the work permit tests under Section 28.1 of the *Conservation Authorities Act*. Further, it is not the role of NPCA to provide comments to municipalities regarding the *Endangered Species Act*, or Species at Risk when reviewing *Planning Act* applications as per O. Reg. 596/22.

However, as a watershed-based resource management agency, NPCA has experts and programs in watershed research, restoration and stewardship, as well as education and outreach programs that aim to enhance biodiversity and habitat. These programs result in many direct and indirect benefits to Species at Risk.

The proposed *Special Economic Zones Act*, 2025 would grant the Province authority to designate geographic areas that may benefit from exemptions or modifications to legislative and regulatory requirements, including municipal By-laws, to accelerate development. The details of where special economic zones will be located, prescribed criteria for exemption from municipal approvals, classes for trusted proponents and designated projects, will be established through future regulations.

Conservation Ontario's response emphasizes the critical importance of maintaining Ontario's natural hazard regulatory framework and source water protection policies within

special economic zones. The comments note that Conservation Authorities bring decades of expertise in balancing development with public safety, particularly related to flood hazard management and drinking water protection. The submission stresses that maintaining these protections is essential to the long-term success of development, housing, and infrastructure initiatives.

Bill 17, *Protect Ontario by Building Faster and Smarter Act*, 2025

Notable highlights from Bill 17 include changes to the *Planning Act* to limit what types of studies may be required as part of a complete application, the requirement for municipalities to accept studies from certified professionals, and other changes intended to more readily approve housing.

Conservation Ontario's response stresses the importance of strong natural hazard planning and regulatory frameworks to help protect housing and protecting sources of municipal drinking water. They also provide reasonable recommendations for implementation of the proposed *Planning Act* changes that will ensure development is not impacted by natural hazards.

In the case of both Bills, the future regulations will need to be reviewed to fully understand process changes and potential implications. Staff will continue to monitor any proposed regulations or related posts on the Environmental Registry, collaborate with Conservation Ontario to support comment submissions, and report back to the Board as required.

Financial Implications:

There are no financial implications resulting from this report.

Links to Policy/Strategic Plan:

Goal 1.2: Protect people and properties from natural hazards and climate impacts.

Goal 2.2: Lead an integrated watershed management approach to support planning and policy for protecting and enhancing watersheds.

Related Reports and Appendices:

Correspondence dated May 15, 2025, from Conservation Ontario RE: Conservation Ontario's comments on "Proposed interim changes to the Endangered Species Act, 2007 and a proposal for the Species Conservation Act, 2025" (ERO#025-0380)

Correspondence dated May 17, 2025, from Conservation Ontario RE: Conservation Ontario's comments on the "Special Economic Zones Act, 2025" (ERO#025-0391).

Correspondence dated June 11, 2025, from Conservation Ontario RE: Conservation Ontario's comments on "Proposed Planning Act and City of Toronto Act, 2005 Changes (Schedule 3 and 7 of Bill 17 – Protect Ontario by Building Faster and Smarter)" (ERO#025-

Report No. FA-33-25

Bill 5 and Bill 17 – Conservation Ontario Comments

Page 3 of 4

0461), “Proposed Regulations-Complete Application” (ERO#025-0462), and the “Proposed Regulations- As-of-right Variations and Setback Requirements” (ERO#025-0463).

Authored by:

Original Signed by:

David Deluce, MCIP, RPP
Director, Planning & Development

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

Report To: Board of Directors

Subject: Partnership with BC Parks Foundation

Report No: FA-30-25

Date: June 27, 2025

Recommendation:

THAT Report No. FA-30-25 RE: Partnership with BC Parks Foundation **BE RECEIVED.**

Purpose:

The purpose of this report is to inform the Board of Directors about a partnership with the BC Parks Foundation to implement PaRx: A prescription for nature program that helps residents reap the health benefits of spending time in nature.

Background:

The PaRx program is Canada's national nature prescription program connecting people to nature for their health and well-being via nature prescriptions. Just like a traditional prescription for medication, regulated Canadian healthcare professionals can write personalized nature prescriptions for their patients that align with their lifestyle and outdoor interests, whether it be a trail walk or visit to the beach.

Based on a growing body of evidence that suggests spending time in green spaces can have a wide range of mental and physical health benefits, the BC Parks Foundation launched PaRx in November 2020 to help health professionals improve patients' health by connecting them to nature.

Through the generosity of park operators like Conservation Authorities and Parks Canada, PaRx has helped make nature more accessible for thousands of Canadians. In under three years, the program has launched in every province, registered over 13,000 healthcare professionals, and been endorsed by more than 100 major health and parks organizations.

As a world leader in the nature and health field, PaRx has been named a key partner in a €6.3 million international project on nature-based therapies that will provide a roadmap for communities worldwide that seek to introduce nature as a health intervention. Other notable milestones for nature prescribing in Canada include PaRx's recognition in 2021 by the World

Health Organization as an effective way to inspire restoration and protection of nature for our health, and the inclusion of nature prescribing as official recommended policy for learners and physicians by the Canadian Medical Association in 2022.

Discussion:

NPCA's 2021-2031 Strategic Plan includes a key objective to create equitable access to greenspace in support of the health and well-being of all people. To achieve this, NPCA is committed to identifying and removing socio-economic barriers that limit access to conservation areas and programs. As part of this commitment, NPCA and BC Parks Foundation have formalized a partnership to help boost nature prescriptions to benefit patient health while promoting protection of the environment.

Starting on July 3, 2025, people issued a PaRx nature prescription can access NPCA's active conservation areas for five free visits. This collaboration will empower residents to reap the health benefits of spending time in nature. Visitors can fulfil their nature prescriptions through activities like scenic trail hikes, wildlife spotting, and nature photography.

The NPCA joins a growing movement of support for Canada's national nature prescription program. Toronto and Region Conservation Authority was the first conservation authority to partner with PaRx, and most recently, Lake Simcoe Conservation Authority, Kawartha Conservation, and Halton Conservation have partnered with the program.

Filling a PaRx Nature Prescription

The NPCA has been connecting communities to nature for over 65 years. In support of this legacy, and to further promote equitable access to greenspace, NPCA will offer five complimentary daily park admissions to patients who receive a nature prescription through the BC Parks Foundation's PaRx program. These admissions will be distributed via a new feature in NPCA's existing online reservation system (CAMIS), which now also supports the online purchase and redemption of single day-use permits.

Patients will register their prescriptions through NPCA's 'Recreation' webpage which prompts the CAMIS registration system. Upon verification, they will receive five unique barcodes. Each barcode can be used for entry at any of NPCA's active conservation areas. To ensure accountability and support continuous improvement, NPCA will monitor the usage of these admission passes and collaborate with the BC Parks Foundation to share anonymized data for program evaluation and impact assessment.

NPCA staff are confident that not only will this program with BC Parks Foundation make nature more accessible as part of mainstream healthcare, but it will also introduce people to NPCA's conservation areas that they may not have otherwise visited, therefore attracting new outdoor enthusiasts to NPCA's conservation areas.

Partner and Community Engagement

The BC Parks Foundation has actively engaged local health organizations to support and promote the initiative, resulting in the Welland McMaster Family Health Team joining as an official prescriber, enabling their health-care providers to issue nature prescriptions directly to patients. Niagara Region Public Health has formally endorsed the PaRx program, recognizing its value in advancing public health through increased access to nature. These partnerships strengthen the program's reach and reinforce a shared commitment to improving community well-being through innovative, evidence-based approaches.

The NPCA is committed to ensuring this program receives strong visibility through comprehensive marketing and public relations efforts. Promotion will include an upcoming photo opportunity to capture and share the impact of the initiative, alongside compelling storytelling that highlights community benefits. A targeted social media campaign, digital outreach, and dedicated web content will support ongoing engagement. These efforts will be complemented by media relations and collaborative promotion with our partners to help amplify awareness and encourage participation across the watershed.

Financial Implications:

The implementation of the BC Parks Foundation's PaRx program through this partnership carries no financial implications for NPCA.

Links to Policy/Strategic Plan:

Goal 3.1: Create equitable access to greenspace for the health and well-being of people

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 BC Parks Foundation Agreement

Authored by:

Original Signed by:

Adam Christie
Director, Conservation Areas

Submitted by:

Original Signed by:

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

COLLABORATIVE AGREEMENT

RESPECTING

PaRx (Park Prescriptions)

BETWEEN

NIAGARA PENINSULA CONSERVATION AUTHORITY

(hereinafter referred to as "NPCA")

AND

BC PARKS FOUNDATION

(hereinafter referred to as "BC Parks Foundation")

(also hereinafter collectively referred to as the "Parties" or individually as a "Party")

WHEREAS BC Parks Foundation is an independent charitable foundation that has developed a national parks prescription program, PaRx, to improve patient health by prescribing time in nature.

WHEREAS NPCA is a public sector organization established by the Province of Ontario and governed by the [Conservation Authorities Act](#), which is administered by the Ministry of Environment Conservation and Parks (MECP), to develop and deliver local watershed-based resource management programs on behalf of the province and participating municipalities.

WHEREAS the Parties wish to work cooperatively and collaboratively to increase people's connection to nature and increase diversity and accessibility to natural places including for health and wellness purposes.

NOW THEREFORE, in consideration of the premises and the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Definitions

In this Agreement, the expression(s):

"Agreement" means this document including all Annexes.

"Background Information" means all Intellectual Property that is not Foreground Information, that is incorporated into the Material or necessary for the creation of the Material and that is proprietary to, or, the confidential information of a Party.

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Project.

"Goal" means the broad results and impacts to be achieved by this Agreement.

"Intellectual Property" means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature, whether oral or recorded in any form or medium, and whether or not subject to copyright.

"Intellectual Property Right" means any intellectual property right recognised by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders' rights, or subject to protection under the law as trade secrets and confidential information.

"Marks" means the respective name, logos and trademarks owned by, including any abbreviations, words, or images that imply an association with, a Party.

"Material" means any work or product that is created or developed under this Agreement, including any Foreground Information.

"Objective" means the specific and measurable efforts that will be made in order to attain the Goals.

"Project" means all of the activities and outcomes to be accomplished by the Parties, as described in this Agreement.

Section 2. Goals and Objectives

Project Description: PaRx is an initiative of the BC Parks Foundation. PaRx connects people to nature with the goal of improving their health. PaRx bridges the gap between health care providers, patients and nature.

- a. The Parties agree to work collaboratively to achieve the following Goal:
 - i. Help people who may not otherwise be able to fulfill their health needs to connect with nature with the goal of improving their health through time spent in a natural setting.
- b. The Parties agree on the following Project Objectives:
 - i. A discount on NPCA daily park admission is offered to PaRx patients.
 - ii. 100% of PaRx admission discounts will be used by PaRx patients.

Section 3. Roles and Responsibilities for the Project

The following sets out the key roles and responsibilities to be carried out by each Party.

- a. The Parties may, from time to time, agree in writing to modify the roles and responsibilities set out below in relation to this Project, in which case such modified roles and responsibilities shall be subject to the terms of this Agreement.
- b. NPCA shall:
 - i. Provide a 100% discount on five (5) NPCA daily park admissions to PaRx patients.
 - ii. Distribute admission discounts to PaRx patients.
 - iii. Track usage of admission discounts by PaRx patients and share aggregate data with the BC Parks Foundation for the purposes of program evaluation.

- iv. Work with the BC Parks Foundation on developing and implementing a communication plan related to the goal and objectives.
- c. BC Parks Foundation shall:
 - i. Lead the development of a communication plan related to this Agreement.
 - ii. Manage all aspects of PaRx.
- d. The Parties shall jointly:
 - i. Evaluate the Project to determine if it met the goals and objectives established in Section 2 of this Agreement.

Section 4. Monitoring and Evaluation

- a. The Parties shall meet (via conference call) at mutually agreed-upon intervals to: review, monitor and evaluate the progress of the Project; make any required changes to this Project; and ensure the Parties are meeting their respective and collective objectives.
- b. Each Party will pay for its own expenses incurred for attending such meetings, unless agreed to otherwise in writing.

Section 5. Communications, Media and Acknowledgement

- a. The Parties shall publicly communicate the shared Goals of this Agreement and the impacts of the Project in the following manner:
 - i. Both Parties shall work collaboratively to develop and approve key communications materials for the launch of the Project, including digital assets (such as graphics, posters, images, videos) and written copy (such as social media captions, website content, media advisories, and releases). The development of this strategy will be led by BC Parks Foundation. All communications will be agreed-upon, in writing, by the Parties prior to commencing the Project.
 - ii. Once approved in writing by both Parties, these assets and copy may be reproduced and reused by either Party in social media campaigns, on their respective websites, and in other promotional materials and activities for the duration of the Agreement, without the need for additional approvals—provided the content remains consistent with the original agreed-upon communications plan.
- b. Any new or revised public communications or messaging—beyond the pre-approved materials developed for the launch—must be submitted to the other Party for written approval.
- c. In dealing with the media, including when responding through social media, the Parties shall not speak for one another or about the Project, unless previously agreed to in writing through an established and jointly developed media protocol.
- d. Neither Party may imply in any way that its own products or services are endorsed or approved by the other Party.
- e. Notwithstanding the preceding provision, each Party may acknowledge the participation of the other Party in promotional material for the Project in the following manner:
 - i. The Parties shall refer to each other as “Partner” or “Proud Partner” though it is understood that no legal partnership is implied.

- ii. Each Party shall include the other Party's logo and the Project description (to be agreed upon by the Parties) on their respective partner recognition webpages for the duration of the Agreement, but only in accordance with Section 6.
- iii. Each Party shall include the name of the other Party in their respective press releases, media, and events associated with this Project.

Section 6. Corporate Use of Name, Logo and Trademark

- a. Each Party reserves the right, in its sole discretion, to control the use of its respective Marks. Any use of such identifiers by one Party is subject to the prior written approval of the Party owning such identifiers.
- b. Each Party hereby grants the other Party permission to use its respective Marks (attached in Appendix A) for the purpose of this particular Project for the duration of this Agreement and may not be shared with any other Party outside of this Agreement at any time.
- c. Each Party reserves the right to review and approve the final design layout where its respective Marks will appear. Once approved in writing by both Parties, these assets may be reproduced and reused by either Party in social media campaigns, on their respective websites, and in other promotional materials and activities for the duration of the Agreement, without the need for additional approvals—provided these visuals remain consistent with the original agreed-upon communications plan.
- d. Each Party shall permanently delete all digital copies of the other Party's respective attached Marks and all brand artwork files from any and all digital storage devices to which these files have been written, upon termination of this Agreement. Neither Party is required to delete the Marks of the other Party from any published social media or blog postings which were posted in accordance with the Agreement prior to termination.
- e. Neither Party shall manipulate and/or modify the Marks of the other Party in any medium whatsoever that alters the integrity of the Marks.

Section 7. Intellectual Property

- a. Each Party agrees not to create or develop any Materials that would incorporate the Background Information of the other Party, including Marks.
- b. Neither will acquire or claim by virtue of this Agreement any right, title or interest in any Intellectual Property of the other Party. Neither Party will challenge the rights of the other Party in or to its/their respective Intellectual Property.

Section 8. Waiver, Indemnification and Insurance

Section 8.1 Waiver

Each Party hereby waives and undertakes not to make any claim or demand it has or may have against the other Party or any of its servants, agents, employees, volunteers and all those for whom it is responsible at law, for any detriment, damage, accident or injury of any nature whatsoever or howsoever caused with respect to any action taken or things done or maintained by virtue of this Agreement, or the exercise in any manner of rights arising hereunder, except in the case of the contractual breach, misrepresentation, negligence or wilful misconduct of the defaulting Party, its servants, agents and all those for whom this defaulting Party is responsible at law.

Section 8.2 Indemnification

Each Party shall at all times indemnify and save harmless the other Party, its servants, agents, employees, volunteers, contractors and all those for whom it may be responsible at law (the "Indemnitees"), from and against all claims, demands, losses, costs, damages, actions, suits or proceedings brought or prosecuted by any third party, based upon, arising out of, related to, occasioned by or attributable to the action of a defaulting Party, including any action taken or things done or maintained pursuant to this Agreement, or the exercise in any manner of rights arising hereunder, except in the case of the contractual breach, misrepresentation, negligence or wilful misconduct of any of the Indemnitees.

Section 8.3 Insurance

Both parties hereby represent that for the term of this Agreement, they shall maintain, at their sole expense, the following insurance. Such insurance must be in place prior to the commencement of the Activity (Activities) and must be kept in force for the entire duration of the Agreement.

Commercial General Liability for an amount not less than 5 million Canadian dollars per accident or occurrence and in the annual aggregate.

The insurance will include the following:

- i. Bodily Injury and Property Damage to Third Parties;
- ii. Products and Completed Operations;
- iii. Personal Injury including violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment, and Defamation;
- iv. Cross Liability and Severability of Interest;
- v. Employees and if applicable, Volunteers defined as Named Insured under the policy;
- vi. Employer's Liability;
- vii. Broad form Property Damage;
- viii. Non-Owned Automobile; and
- ix. 30 days' written notice of cancellation and/or if coverage is materially changed or altered.

Compliance with the insurance requirements does not relieve the parties from or reduce their liability under any other provisions set forth under the Agreement.

Section 9. Finance

- a. This Agreement will not impose on either Party, any joint nor shared financial responsibilities (profits and debts).
- b. Each Party will be responsible for the funding costs it incurs in its own interest, related to the support of this Agreement.

Section 10. Not a Legal Partnership, Joint Venture or Agency

- a. The Parties expressly disclaim any intention to create a legal partnership, joint venture or agency relationship. It is understood, acknowledged and agreed that nothing contained in

this Agreement nor any acts of the Parties shall constitute or be deemed to constitute the Parties as legal partners, joint ventures, or principal and agent, in any way or for any purpose or formal business organization of any kind. No Party shall represent themselves to be an agent of the other Party.

- b. The Parties, as between themselves, shall be deemed to be independent contracting entities and the employees of one shall not be deemed to be the employees of the other and the rights and obligations of the Parties are limited to those expressly stated in this Agreement.

Section 11. Applicable Legislation

This Agreement shall be governed by and construed in accordance with the applicable laws in the Province of British Columbia and Canada.

Section 12. Confidentiality and Privacy

- a. Neither Party shall disclose the confidential information of the other Party received under or pursuant to this Agreement except with consent, or as required by law, including applicable access to information and privacy laws.
- b. A Party that has received, from the other Party, or their contractors or other third-parties, personal information that is otherwise protected from disclosure by applicable privacy laws shall not disclose that personal information except as required by, and in accordance with, applicable laws.

Section 13. Dispute Resolution

- a. The Parties will identify real and potential conflicts as early as possible, and will first attempt to resolve them at the working level. If the Parties are unable to resolve conflicts at the working level, the matter will be subsequently referred to the following organizational levels:

For:	Second Level for Resolution of Conflicts	Third Level for Resolution of Conflicts
NPCA	Adam Christie, Director, Conservation Areas	Leilani Lee Yates Chief Administrative Officer
BC Parks Foundation	Melissa Lem Director, Parks Prescriptions	Andrew Day Chief Executive Officer

- b. In the event that the Parties are unable to resolve the dispute through negotiation, they may agree to submit the dispute to mediation. The Parties shall equally bear the costs of mediation.

Section 14. Miscellaneous

- a. This Agreement is legally binding.

- b. Each Party shall execute such further documents and instruments and do such further things as may be necessary to implement and carry out the intent of this Agreement.
- c. This Agreement does not impose any new obligations on either Party related to finance, human resources, insurance, volunteers, unless otherwise specified in this Agreement.
- d. Any meetings, training and orientation sessions required in order to execute the terms of this Agreement is the responsibility of the individual Party, however, volunteers of either Party may participate in the other Party's training and orientation session, when deemed appropriate.
- e. Each Party will respect and apply Canada Labour Code, or respective labour code regulations for Occupational Health and Safety, currently in effect with respect to its volunteers and/or employees.
- f. This Agreement is not an exclusive collaboration, and either Party may collaborate with other organizations or persons at its own discretion.
- g. Neither Party may assign, license or sublicense any or all of its interest in this Agreement without the prior written consent of the other Party.
- h. A waiver of a breach of a provision of this Agreement shall not be binding upon a Party unless it is in writing and signed by the waiving Party and delivered to the other Party.
- i. This Agreement is the entire Agreement between the Parties as it relates to the subject matter herein. In case of a discrepancy between this Agreement and other communications, negotiations, arrangements and agreements related to such subject matter, this Agreement prevails.
- j. It is acknowledged by the Parties that each has had legal advice to the full extent deemed necessary by such Party. Furthermore, the Parties acknowledge that they did not act under any duress in negotiating, drafting and executing this Agreement. There shall be no presumption that any ambiguity in this Agreement be resolved in favour of either of the Parties.
- k. In the event that any provision of this Agreement is invalid, unenforceable or illegal, then such provision shall be severed from this Agreement and this Agreement shall be read as if such provision were not part of this Agreement.

Section 15. Duration, Amendment and Termination

- a. This Agreement becomes effective on the date of the last signature affixed to this Agreement and shall remain in effect for a period of three (3) years (unless terminated in accordance with the terms below).
- b. Neither Party may unilaterally amend this Agreement and all changes to this Agreement must be set out in writing and signed by each Party.
- c. A Party may terminate this Agreement by giving the other Party at least thirty (30) days written notice of intent to terminate, stating such Party's reasons for termination.
- d. If a Party is in default in carrying out any of its roles and responsibilities under this Agreement, the other Party may, by giving written notice to the defaulting Party, terminate the Agreement at the expiration of a cure period specified in the notice, if the defaulting Party has not cured the default to the satisfaction of the notifying Party within such cure period.
- e. Termination of this Agreement without cause by either Party shall in no way prejudice any right of action, which the Parties may otherwise have with respect to this Agreement.

Section 16. Principal Contacts and Notices

- a. The principal contacts for this Agreement are listed below. All notices to a Party shall be addressed to its respective representative.
- b. All notices, information or documents required for this Agreement may be delivered in writing by email, facsimile or registered mail. All notices, information or documentation must be acknowledged in writing by the receiving Party within 10 business days after it has been received. Any notice not so acknowledged shall be deemed to have been received and will take effect the day the acknowledgment should have been received by the other Party.

FOR NPCA

Name: Adam Christie
Title: Director,
Conservation
Areas
Address: 3350 Merrittville
Highway, Unit 9
Thorold, ON L2V
4Y6
Phone: 905.788.3135,
ext. 323
E-mail: achristie@npca.c
a

FOR BC Parks Foundation

Name: Laura Hergott
Title: Manager,
Healthy by
Nature
Address: 2288 Manitoba
Street
Unit #300
Vancouver, BC
V5Y 4B5
Phone: 604-343-3975
x110
E-mail: Laura.hergott@b
cparksfoundation
.ca

Section 17. Authority

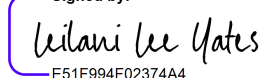
The individual(s) signing this Agreement on behalf of a Party represent and warrant that they have the capacity and the authority to enter into this Agreement on behalf of that Party.

WHEREOF NPCA and BC Parks Foundation have executed this Agreement:

SIGNING AUTHORITIES:**FOR NPCA**

X

Signed by:



E51F994F02374A4...

Name: Leilani Lee Yates
Title: Chief Administrative
Officer
Date: 5/1/2025
Location: Thorold, ON

FOR BC Parks Foundation

X

DocuSigned by:



C64FD031D960413...

Name: Terrence Ingram
Title: COO
Date: 4/28/2025
Location: Vancouver, BC

Annex A: Names, Logos and Trademarks (Marks)

NPCA hereby grants BC Parks Foundation permission to use the attached NPCA logo for the PaRx Project. The use of the logo is limited to this particular project and may not be shared with any other party at any time. NPCA reserves the right to review and approve the final design layout where the official logo will appear.

Please note: *This is not a blanket approval for official logo use. Each use of the logo design layout must be reviewed and approved by NPCA.*

The logo for NPCA is:



BC Parks Foundation hereby grants NPCA permission to use the attached BC Parks Foundation logo for the PaRx Project. The use of the logo is limited to this particular project and may not be shared with any other party at any time. BC Parks Foundation reserves the right to review and approve the final design layout where the official logo will appear.

Please note: *This is not a blanket approval for official logo use. Each use of the logo design layout must be reviewed and approved by BC Parks Foundation.*

The logo for BC Parks Foundation is:



Report To: Board of Directors

Subject: Agreement of Services between the Corporation of the Town of Pelham and Niagara Peninsula Conservation Authority

Report No: FA-31-25

Date: June 27, 2025

Recommendation:

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

AND THAT the Agreement of Services between the Corporation of the Town of Pelham 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 Town of Pelham 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 Town of Pelham 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*.

The NPCA's *Trees for All* program is built on a cost-sharing approach with municipal partners, private landowners and other external funding sources. NPCA, with support from municipal partnerships, has successfully secured funding from the federal 2 Billion Trees program and its aggregators (Forests Canada and Tree Canada) and several other third-party sources. On February 7, 2024, the Council of the Corporation of the Town of Pelham passed a recommendation to provide financial support the NPCA's *Trees for All* program.

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 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 project management support while securing external funding to further 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:

On February 7, 2024, the Town of Pelham's Council ratified a resolution recommending that staff be directed to include expenditures in subsequent operating budgets through 2028 to sustain its commitments to the NPCA *Trees for All* program.

Since then, NPCA has planted 6,715 bareroot seedling trees, and 500 shrubs on private lands in partnership within the Town of Pelham. In 2025, NPCA has thus far planted 2,691 bareroot seedlings and 500 shrubs on three (3) private properties within the Town, with various external funding sources matching the municipality's investment. In addition, an upcoming project opportunity provided by the Town will result in at least another 200 potted trees to be planted within the municipality as part of the *Trees for All* program in 2025.

The agreement between the Town and NPCA which includes shared services selected per municipal needs (Schedule "A") and responsibilities and financial obligations for both parties pertaining to shared operations and collaboration through the NPCA *Trees for All* program (Schedule "B") will be executed based on the Town's delegation of authority procedures in line with the endorsed expenditures per budget year. The agreement between the NPCA and the Town 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 **Town of Pelham** 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 **Town of Pelham** 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 the Board-approved 2025 Operating Budget.

Town contributions will be appended to the agreement annually (if applicable) based on collaboratively determined planting scopes as a record of service value through formal participation in the program. For 2025, the Town of Pelham has approved a total budget toward tree plantings services up to \$11,931 to support bareroot tree plantings on private lands. Future contributions by the Town 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 Town of Pelham Agreement of Services

Appendix 2: Town of Pelham Report #2024-0023 – Niagara Peninsula Conservation Authority 'Trees for All' Partnership Opportunity

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 _____, 2024.

BETWEEN:

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

OF THE FIRST PART

– and –

The Town of Pelham,
(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 Schedules “A” and “B”.

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 _____, 2024 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 "C".
12. The resolution of Council of the Municipality to execute this Agreement for Services shall be attached hereto as Schedule "D".

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 "B".
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: Leilanin 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 _____, 2024.

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 _____, 2024.

TOWN OF PELHAM

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”
REGARDING
‘Trees for All’ Program

1. BACKGROUND

- 1.1) The Niagara Peninsula Conservation Authority (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.
- 1.2) In 2021, the 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.
- 1.3) 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.
- 1.4) 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.
- 1.5) 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 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 I 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 **Town of Pelham** 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 **Town of Pelham** 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:

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

3.1.2) For the **Town of Pelham** to:

Director of
City/Town/Township/Org
Phone:

4.0 INDEMNIFICATION

- 4.1) NPCA Trees for All services are insured with commercial general liability up to 5 million dollars that covers:

- a. Personal Injury
 - b. Owner's or Contractors Protective Liability Coverage
 - c. Contingent Employers Liability
 - d. Employer's Liability
 - e. Blanket Contractual Liability
 - f. Premises and Operation
 - g. Broad Form Property Damage
 - h. All vehicles owned or leased
- 4.2) NPCA Trees for All services are further insured with umbrella coverage for excess of commercial general liability and automobile liability policies.
- 4.2) NPCA's insurance does not cover liabilities beyond the projects 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.
- 4.3) Certificates of Insurance with minimum limits will be made available for Trees for All partners who may require on a per project basis.
- 4.4) 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.

DRAFT

Schedule “B”, Appendix I
REGARDING
The Town of Pelham’s Annual ‘Trees for All’ Scope

DRAFT

Schedule “C”

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 (MNR) and Ministry of Environment Conservation and Parks (MECP).
5. 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 “D”
[Municipality Name] Approval

DRAFT

Subject: Niagara Peninsula Conservation Authority 'Trees for All' Partnership Opportunity

Recommendation:

BE IT RESOLVED THAT Council receive Report #2024-0023 – Niagara Peninsula Conservation Authority 'Trees for All' Partnership Opportunity, for information;

AND THAT Council endorse and support the Niagara Peninsula Conservation Authority's Trees for All Program;

AND THAT Council direct staff to utilize \$11,327 from the 2024 Beautification Operating Budget to fulfill the Town's 2024 contribution to the Trees for All Program;

AND THAT Council further directs staff to include the following new expenditures in the subsequent operating budgets for Council's consideration to sustain the Town's commitments to the Trees for All Program:

- 1. 2025 - \$11,931**
- 2. 2026 - \$11,891**
- 3. 2027 - \$12,327**
- 4. 2028 - \$12,701**

Background:

'Trees for All' is a large-scale tree planting program proposed for both public and private land in the Urban and Rural areas within the Niagara Peninsula Watershed (NPW). This multi-year, planting program is being led by the Niagara Peninsula Conservation Authority (NPCA) and supported by a broad number of organizations and government agencies.

The objective of the program is to plant 1 million trees across the NPW by 2031, with an overall goal to improve the health of the watershed, restore woodlots and forests and build a more resilient natural system able to mitigate the impacts of climate change.

This report serves to provide Council with general information regarding the status of the 'Trees for All' program and the NPCA's request for the Town of Pelham's support and funding for the small-scale rural planting program in Pelham.

Analysis:

In 2022 the NPCA was awarded a Capacity Building Grant under the Federal 2 Billion Trees Program (2BT). The grant was used for a marketing campaign designed to create a database of private landowners within the NPW interested in the opportunity of planting trees and shrubs on their properties. The campaign was successful in signing up 800 landowners. Municipalities within the watershed were also asked to provide public tree planting opportunities to be added to the database as well. The data captured in this process was utilized to develop the Trees for All program with the goal of planting 1,000,000 trees throughout the watershed.

In June 2023, the NPCA applied for two grant funding streams under the 2BT grant including the Rural Small-Scale, and Urban Tree Planting stream. The Rural Small-Scale stream is focused on large-volume rural tree planting opportunities on both private and public property. The goal of this program is to plant 840,000 trees across the watershed over an 8-year time frame. The Urban Tree Planting stream focuses on increasing the tree canopy on both private and public property within urban settings. The goal of this program is to plant 160,000 trees in various urban environments across the watershed over an 8-year time frame.

In November 2023, the NPCA submitted a subsequent Capacity Building Application to the 2BT grant with the goal of creating a seed collection community of practice. This involves the hiring of a seed coordinator to facilitate the location of high-quality areas within the Niagara Region, identify gaps in species supply for tree planting and collect seeds to be stored and propagated at partner nurseries to ensure seeds and stock are available to support the program's high-volume tree planting goals.

The Urban Tree Planting stream is still under review, however, the NPCA received notice from the Federal Government in September 2023 that the Rural Small-Scale program would not be chosen for the next phase of the selection process, and it was placed on hold while the NPCA looked for alternative funding opportunities to continue the rural program.

Over the last three months, NPCA staff revised the 'Trees for All' program. It worked to secure partnerships with Trees Canada and Forest Ontario to partially subsidize the cost of the rural program with the balance of the program costs split between 15 municipalities according to the volume of trees to be planted in each. The goal of the Rural Small-Scale program is to plant 350,000 trees within the NPW over the next 5 years, with an opportunity to plant more than 500,000 should extra

funding be available. Tree Canada and Forests Ontario were approved as aggregators of the Federal 2BT grant. Currently, only Rural Bareroot planting areas are being considered for implementation due to the currently available funding.

The NPCA anticipates that the total cost of the revised Rural Small-Scale program over 5 years is \$5,002,453. Tree Canada, Forests Ontario, private landowner contributions, and NPCA (in kind) funding totals \$1,960,703. The NPCA requests Municipal support for the program and funding for the remaining \$3,041,750.

Under the program, 7797 trees are planned to be planted on Public and Private land in Pelham. The total cost of the program over 5 years is \$111,451 with \$51,274 coming from grants, private landowners, and the NPCA (in kind), and the remaining \$60,177 requested from the Town of Pelham or \$7.72 per tree. NPCA's proposed funding request, throughout the program, is as follows:

- 2024 - \$11,327
- 2025 - \$11,931
- 2026 - \$11,891
- 2027 - \$12,327
- 2028 - \$12,701

Further breakdown on program costs is provided in the 'Trees for All' Pelham Municipal Summary as provided by the NPCA, attached to this report.

As part of this program, the NPCA provides full turnkey project management services including procurement and storage of stock, communicating and securing agreements with landowners, educational and community programming, site preparation, preparing planting plans approved by a Registered Professional Forester, supply of labour for tree planting projects, on-site supervision and inspection of planting operations, survival assessments at years 3, 5 and 10, preparation and submission of all post-planting and final reports to funders.

During the initial phase of the program 4 public sites were identified for rural high volume bare root planting, and 12 private sites totaling 6,040 and 11,700 trees respectively, however, this has been reduced to 7,797, including 1540 trees on public sites and 6,257 on private, during the program's revision once the 2BT funding was not secured. The public sites identified by the NPCA were explored by staff and concluded that they were not acceptable for mass plantings due to current and future use. These sites including Hillside Cemetery, and Harold Black Park were intended to be part of the Urban Tree Planting Program, where potted or caliper stock would be utilized. While staff expect there will be suitable public locations for planting in subsequent years, the bulk of the planting in 2024 will be focused on private property, contingent upon Council approval.

The NPCA identifies that the Niagara Peninsula Watershed is part of the Carolinian life zone and is an incredibly biodiverse area. The region boasts fully one-third of the rare, threatened, and endangered species in all of Canada. 65% of Ontario's rare plants are found in the region, and 40% are restricted to the Carolinian zone which is why the NPCA plans incorporate early successional species native to the Carolinian Zone and grown from seed collected within the Carolinian area. These species include, but are not limited to: White Pine, White Spruce, Tamarack, Swamp White Oak, Shagbark Hickory, Bitternut Hickory, Black Cherry, Sycamore, Hybrid Maple and Poplar, Cottonwood, and Aspen. The goal is that more shade-tolerant species will naturally move in overtime as the planting transitions into a free-growing forest.

As previously reported in Public Works Report 2022-0272, the Town of Pelham boasts a tree canopy coverage of 32.2% within the town's urban boundary. The Tree Canopy and Reforestation is identified as an action item in the Council-approved 2023-2027 Strategic Plan. With a robust urban tree canopy and lack of available municipally owned properties suitable for mass planting and reforestation, increasing tree planting on private land is necessary to continue to expand the Town's tree canopy. Subsidizing mass plantings on private land through the NPCA's Tree for All program is an effective way to expand the Town's tree canopy and restore forests on lands not utilized for agricultural production.

Financial Considerations:

The Annual Contracted Services Beautification Operating Budget for Tree Planting in 2024 is \$32,500. As Staff complete tree planting and replacement works through a combination of in-house and contracted planting projects, staff are confident that the Contracted Services Tree Planting budget line could be used to fund the Trees for All program (\$11,327) while completing the prescribed number of tree replacements required by the Tree Maintenance Policy S802-01, as well as fulfilling a key priority of the 2023-2027 Town of Pelham Strategic Plan.

Staff recommend funding the "Trees for All" program in 2025 through 2028 as a separate budget line item under the Beautification Operating Budget.

Alternatives Reviewed:

Council may decide not to provide funding support to the NPCA's Trees for All Rural Small-Scale Planting Program.

Strategic Plan Relationship: Environmental and Climate Change Adaptation

Expansion of the tree canopy within the municipal boundary on both public and private lands is vital to the high quality of life within the Town of Pelham, while

protection of Pelham's tree canopy is identified as an action item in the Strategic Plan.

Consultation:

The Niagara Peninsula Conservation Authority and the Town's Senior Leadership team was consulted in the preparation of this report.

Other Pertinent Reports/Attachments:

NPCA Trees for All Pelham Summary

2023-2027 Town of Pelham Strategic Plan

Public Works Report 2022-0272 Tree Maintenance Summary Report

Tree Maintenance Policy S802-01

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