

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

CALL TO ORDER – ROLL CALL

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

1. APPROVAL OF AGENDA

2. DECLARATIONS OF CONFLICT OF INTEREST

3. APPROVAL OF MINUTES

3.1. Minutes of the Full Authority Annual General Meeting dated, February 21, 2025

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4. CHAIR'S UPDATE

5. CORRESPONDENCE

6. PRESENTATIONS

6.1. Conservation Areas Signage Update

Presented by Director, Conservation Areas, Adam Christie and Manager, Conservation Area Programs & Services, Alicia Powell.

6.2. Lake Ontario Coastal Resilience Pilot Project

Presented by Manager, Natural Hazard Management and Resiliency, Brendan Buggeln.

7. DELEGATIONS

8. CONSENT ITEMS

8.1. Report No. FA-10-25 RE: Lake Ontario Coastal Resilience Pilot Project

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9. DISCUSSION ITEMS

9.1. Report No. FA-09-25 RE: Hearing Procedure Guidelines

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

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

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**9.4. Report No. FA-08-25 RE: Contract Award – Trees for All Potted Stock
(distributed separately)**

10. COMMITTEE REPORTS

11. MOTIONS

12. NOTICES OF MOTION

13. NEW BUSINESS

13.1 Verbal update RE: Niagara Peninsula Conservation Foundation

14. CLOSED SESSION

**14.1. A proposed or pending acquisition or disposition of land by the NPCA
(Confidential Report No. FA-11-25, distributed separately)**

**14.2. Litigation or potential litigation, including matters before
administrative tribunals, affecting the NPCA (verbal update pertaining
to the Tax Court of Canada)**

15. ADJOURNMENT

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

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

MEMBERS ABSENT: P. O'Neill
B. Grant

STAFF PRESENT: L. Lee-Yates, CAO/Secretary-Treasurer
B. Buggeln, Manager, Natural Hazard Management and Resiliency
A. Christie, Director, Conservation Areas
C. Coverdale, Manager, Financial Services
B. Cumming, Manager, Land Care and Operational Infrastructure
M. Davis, Manager, Office of the CAO and Board
D. Deluce, Director, Planning and Development
M. Ferrusi, Manager, People and Performance
T. Gaade, Program Coordinator, Watershed Strategies and Climate Research
L. Gagnon, Director, Corporate Services
N. Green, Director, Watershed Strategies and Climate Change
S. Mastroianni, Manager, Planning and Permits
E. Navarro, Supervisor, Communications and Public Relations
A. Parks, Manager, Planning Ecology
K. Peters, Manager, Environmental Planning and Policy
K. Royer, Specialist, Conservation Areas Land Planning
G. Shaule, Administrative Assistant

The meeting was called to order at 10:15 a.m.

1. APPROVAL OF AGENDA

Resolution No. FA-01-2025

Moved by: Mark Tadeson

Seconded by: Stew Beattie

THAT the agenda for the Full Authority Board meeting held on February 21, 2025 **BE APPROVED**.

CARRIED

2. DECLARATIONS OF CONFLICT OF INTEREST

None.

3. CONCLUSION OF 2024 BUSINESS

- Chair Metcalfe celebrated significant accomplishments achieved throughout 2024, including the acquisition of five new land parcels, the 50th anniversary of the Ball's Falls Thanksgiving Festival and designation of Ball's Falls as a Heritage Site by the Town of Lincoln.
- Staff and senior leadership were commended for their continued momentum through transition periods, recognizing CAO Lee-Yates expertise and commitment to supporting staff.
- The importance of strong community partnerships was acknowledged, highlighting the restoration work at 12 Mile Creek that was completed through partnering with Trout Unlimited Canada, the Town of Pelham, and Niagara Region.
- Chair Metcalfe yielded the floor to CAO Lee-Yates to speak to significant operational milestones achieved in 2024. CAO Lee-Yates recognized staff efforts in relocating our administrative headquarters, development of NPCA's integrated watershed programs, and development of Conservation Area and Watershed Strategies.
- CAO Lee-Yates acknowledged the success of partnerships in advancing key priorities through the Niagara River Remedial Action Plan and a new service-level agreement with the Town of Niagara-on-the-Lake.
- Recognition and appreciation of staff, Board Members, Niagara Peninsula Conservation Foundation and partners for their commitment to conservation.

Resolution No. FA-02-2025

Moved by: Brad Clark

Seconded by: Robert Foster

THAT the Board of Directors **CONCLUDE** the business of 2024;

AND FURTHER THAT the Chair and Vice Chair seats **BE DECLARED** vacant.

CARRIED

CAO/Secretary-Treasurer Lee-Yates assumed the Chair and called the 2025 business portion of the meeting to order.

4. ROLL CALL 2025 BOARD MEMBERS

MEMBERS PRESENT: Stewart Beattie
Brad Clark
Donna Cridland
Robert Foster
John Metcalfe
Michelle Seaborn
Mark Tadeson
Albert Witteveen

REGRETS: Brian Grant
Patrick O'Neill

5. ELECTIONS / APPOINTMENTS OF OFFICERS

5.1. Appointment of Scrutineers

Resolution No. FA-03-2025

Moved by: Donna Cridland

Seconded by: Mark Tadeson

THAT in the event of a vote for the position of Chair and/or Vice Chair, Melanie Davis, Manager, Office of the CAO & Board and Adam Christie, Director, Conservation Areas will act as scrutineers

CARRIED

5.2. Election of Officers

5.2.1. Chair of the Authority

Nomination

Moved by: Stewart Beattie

THAT Member John Metcalfe **BE NOMINATED** as Chair of the Niagara Peninsula Conservation Authority Board of Directors for 2025.

Close Nominations:

Moved by: Robert Foster

Seconded by: Michelle Seaborn

Resolution No. FA-04-2025

Moved by: Stewart Beattie

Seconded by: Brad Clark

THAT John Metcalfe **BE APPOINTED** as Chair of the Niagara Peninsula Conservation Authority Board of Directors for 2025.

CARRIED

5.2.2. Vice Chair of the Authority

Nomination

Moved by: John Metcalfe

THAT Member Stewart Beattie **BE NOMINATED** as Vice Chair of the Niagara Peninsula Conservation Authority Board of Directors for 2025.

Close Nominations:

Moved by: Robert Foster

Seconded by: Mark Tadeson

Resolution No. FA-05-2025

Moved by: Donna Cridland

Seconded by: John Metcalfe

THAT Stewart Beattie **BE APPOINTED** as Vice Chair of the Niagara Peninsula Conservation Authority Board of Directors for 2025.

5.2.3. Appointments to Conservation Ontario for 2025

Resolution No. FA-06-2025

Moved by: Brad Clark

Seconded by: Stewart Beattie

THAT John Metcalfe, Chair of NPCA for 2025, or Vice Chair, Stewart Beattie, acting as his delegate, **BE** the Authority's voting delegate to Conservation Ontario;

AND FURTHER THAT the Chief Administrative Officer **BE** the alternate delegate.

CARRIED

5.2.4. Appointments to Niagara Peninsula Conservation Foundation

Resolution No. FA-07-2025

Moved by: John Metcalfe

Seconded by: Brad Clark

THAT the following Board Members **BE APPOINTED** to the Niagara Peninsula Conservation Foundation for 2025:

Donna Cridland

Mark Tadeson

John Metcalfe (ex-officio)

CARRIED

5.2.5. Appointments to Finance Committee

Resolution No. FA-08-2025

Moved by: John Metcalfe

Seconded by: Mark Tadeson

THAT the following Board Members **BE APPOINTED** to the Finance Committee for 2025:

John Metcalfe
Stewart Beattie
Donna Cridland
Robert Foster
Michelle Seaborn

CARRIED

5.2.6. Appointments to Governance Committee

Resolution No. FA-09-2025

Moved by: Donna Cridland

Seconded by: Brad Clark

THAT the following Board Members **BE APPOINTED** to the Governance Committee for 2025:

John Metcalfe
Stewart Beattie
Donna Cridland
Michelle Seaborn
Mark Tadeson

CARRIED

5.2.7. Signing Officers

Resolution No. FA-10-2025

Moved by: Robert Foster

Seconded by: Stewart Beattie

THAT the Authority's Chair, John Metcalfe, Vice Chair, Stewart Beattie, the Chief Administrative Officer/Secretary-Treasurer Leilani Lee-Yates, and the Director Corporate Services, Lise Gagnon, or any two of them **ARE** hereby **AUTHORIZED** to sign, make, draw, accept, endorse and deliver cheques, promissory notes, bills of exchange, orders for the payment of money and such agreements and instruments as may be necessary or useful in connection with the operation of the said account;

AND FURTHER THAT any one of the above-mentioned officers IS hereby **AUTHORIZED** for and in the name of the Organization to endorse and transfer to the Bank for deposit or discount with or collection by the Bank (but for the credit of the Organization only)

cheques, promissory notes, bills of exchange, orders for the payment of money and other instruments, to arrange, settle, balance and certify all books and accounts with the Bank and to sign receipts for vouchers.

CARRIED

5.2.8. Appointment of Auditors

Resolution No. FA-11-2025

Moved by: Robert Foster

Seconded by: John Metcalfe

THAT the Niagara Peninsula Conservation Authority **APPOINTS KPMG LLP** as its auditors for the 2025 fiscal year.

CARRIED

6. APPROVAL OF MINUTES

Resolution No. FA-12-2025

Moved by: Albert Witteveen

Seconded by: Michelle Seaborn

THAT the Minutes of the Full Authority Meeting Minutes and the Closed Session Minutes of the Full Authority Meeting dated December 13, 2024 **BE APPROVED.**

CARRIED

7. CHAIR'S UPDATE

- CAO Lee-Yates attended the Rural Ontario Municipal Association (ROMA) Conference held in January, to support the Town of Fort Erie's delegation advocating for Lake Erie shoreline protection and resiliency.
- Chair Metcalfe and CAO Lee-Yates attended the Conservation Ontario event held at the ROMA Conference to announce federal funding for three Great Lakes projects in Ontario. NPCA will be leading the Lake Ontario Shoreline Resiliency Pilot project, working alongside Hamilton Conservation Authority, Halton Conservation, Conservation Ontario, Great Lakes and St. Lawrence Cities Initiatives and partners across the watersheds.
- NPCA has formalized an agreement with the Invasive Species Centre to serve as the Phragmites Management Area Lead for Niagara and is hosting a workshop on February 24th to discuss phragmites management and the launch of developing NPCA's Invasive Species Strategy.

8. CORRESPONDENCE

Resolution No. FA-13-2025

Moved by: Stewart Beattie

Seconded by: Robert Foster

THAT the following correspondence **BE RECEIVED:**

- Correspondence dated December 12, 2024 from Ministry of Natural Resources RE: Extension of Minister’s direction for conservation authorities regarding fee changes associated with planning, development and permitting fees; and
- Correspondence dated January 7, 2025 from Ministry of Natural Resources RE: Conservation Authority Agricultural Sector Representatives – Advertisements Posted.

CARRIED

9. PRESENTATIONS

9.1. NPCA Employee Service Recognition 2024

Manager, People & Performance, Misti Ferrusi provided an introductory overview and invited NPCA leadership to speak to staff milestones and accomplishments.

Resolution No. FA-14-2025

Moved by: Michelle Seaborn

Seconded by: Mark Tadeson

THAT the presentation RE: the presentation regarding NPCA Employee Service Recognition 2024 **BE RECEIVED.**

CARRIED

9.1. 2024 NPCA Year in Review Video

CAO/Secretary-Treasurer, Leilani Lee-Yates, highlighted the expansion of protected lands, strengthened partnerships, and mission-driven efforts that are highlighted in NPCA’s 2024 Year in Review Video.

Recognition expressed for staff’s dedication, the Communications and Public Relations Team for creating the video, and past CAO Chandra Sharma for her leadership and vision for the organization.

Resolution No. FA-15-2025

Moved by: Mark Tadeson

Seconded by: Robert Foster

THAT the 2024 Year in Review Video **BE RECEIVED.**

CARRIED

10. DELEGATIONS

None.

11. CONSENT ITEMS

Resolution No. FA-16-2025

Moved by: Michelle Seaborn

Seconded by: Donna Cridland

THAT the following items **BE RECEIVED**:

11.1. Report No. FA-05-25 RE: Agricultural Sector Representative Advertisement Posting; and

11.2. Report No. FA-02-25 RE: Minister's Review under Sections 28.1 and 28.1.2 of the *Conservation Authorities Act* and Minister's Orders under 28.1.1 of the Act.

CARRIED

12. DISCUSSION ITEMS

12.1. Report No. FA-03-25 RE: 2025 Fee Schedule Amendment – Planning and Permitting Fees

Director, Planning and Development, David Deluce, provided a brief overview of the report. Discussion ensued regarding advocacy initiatives at Conservation Ontario and efforts made to mitigate impacts.

Resolution No. FA-17-2025

Moved by: Stewart Beattie

Seconded by: Mark Tadeson

THAT Report No. FA-03-25 RE: 2025 Fee Schedule Amendment – Planning and Permitting Fees **BE RECEIVED**;

AND THAT the amended 2025 Fees Schedule outlined in Appendix 2 of Report No. FA-03-25 **BE APPROVED**, with an effective date of January 1, 2025;

AND FURTHER THAT the amended 2025 Fees Schedule **BE MADE PUBLICLY AVAILABLE** on the NPCA website.

CARRIED

12.2. Report No. FA-01-25 RE: Revised Niagara Peninsula Conservation Authority Administrative By-Law

Manager, Office of the CAO and Board, Melanie Davis, provided an overview of the report and changes presented in the revised Administrative By-Law.

Resolution No. FA-18-2025

Moved by: Stewart Beattie

Seconded by: Robert Foster

THAT Report No. FA-01-25 RE: Revised Niagara Peninsula Conservation Authority Administrative By-Law **BE RECEIVED**;

AND THAT the Niagara Peninsula Conservation Authority Administrative By-Law **BE APPROVED**;

AND THAT a cost-of-living (COLA) increase of 2.25% be applied to Board of Directors Per Diem and Honorarium rates, to come into effect as of February 21, 2025;

AND FURTHER THAT staff **BE DIRECTED TO MAKE** the approved Niagara Peninsula Conservation Authority Administrative By-Law and approved Per Diem and Honorarium rates **PUBLICLY AVAILABLE** on NPCA's webpage.

CARRIED

12.3. Report No. FA-04-25 RE: Delegation of Authority under the *Conservation Authorities Act*

Resolution No. FA-19-2025

Moved by: Mark Tadeson

Seconded by: Stewart Beattie

THAT Report No. FA-04-25 RE: Delegation of Authority under the *Conservation Authorities Act* **BE RECEIVED**;

AND THAT the Board **DELEGATE AUTHORITY** under Section 28.4 of the *Conservation Authorities Act*, to the Manager, Environmental Planning and Policy for the issuance of Section 28 "routine" and "minor work" permits beginning February 21, 2025, for the terms of their employment with the Niagara Peninsula Conservation Authority (NPCA);

AND FURTHER THAT the Board **DELEGATE AUTHORITY**, under Section 28.4 of the *Conservation Authorities Act*, to the Chief Administrative Officer/Secretary-Treasurer and Director, Planning and Development, for the cancellation of a permit unless a hearing to the authority is requested, beginning February 21, 2025, for the terms of their employment with the Niagara Peninsula Conservation Authority (NPCA).

CARRIED

13. COMMITTEE REPORTS

None.

14. MOTIONS

None.

15. NOTICES OF MOTION

None.

16. NEW BUSINESS

16.2. Verbal update RE: Niagara Peninsula Conservation Foundation

- Member Cridland thanked the Foundation Board and Member Tadeson for their continued service and dedication the Niagara Peninsula Conservation Foundation.

17. CLOSED SESSION

None.

14. ADJOURNMENT

Chair Metcalfe adjourned the meeting at 11:29 a.m.

Report To: Board of Directors

Subject: Lake Ontario Coastal Resilience Pilot Project

Report No: FA-10-25

Date: March 21, 2025

Recommendation:

THAT Report No. FA-10-25 RE: Lake Ontario Coastal Resilience Pilot Project **BE RECEIVED.**

Purpose:

To inform the NPCA Board of Directors about the initiation of the Lake Ontario Coastal Resilience Pilot Project.

Background:

Lake Ontario is an important resource for people as a source of drinking water, provision of numerous recreational opportunities, and it supports diverse rural and urban communities and economies. Furthermore, its dunes, beaches, and coastal wetlands provide important habitat for wildlife and fish species. Approximately 25% of Canada's population lives within the Lake Ontario watershed, including several major shoreline municipalities in NPCA's jurisdiction such as the Town of Niagara-on-the-Lake, City of St. Catharines, Township of Lincoln, and Town of Grimsby.

A [Lake Ontario Canadian Nearshore Assessment](#) prepared by Environment and Climate Change Canada (ECCC) in 2019, shows that the western portion of Lake Ontario, from the Niagara River to Humber Bay (excluding Hamilton Harbour), is under moderate cumulative stress due to shoreline hardening, and may be subject to losses of ecosystem function, integrity, and resilience. Other threats/hazards such as those related to climate change (e.g., increased frequency and severity of storms, loss of ice-cover and warmer temperatures), fluctuating water levels, invasive species, and land-use practices may further impact nearshore areas that are already under stress.

In 2023, the Canadian Federal Government launched the [Climate-Resilient Coastal Communities \(CRCC\)](#) program to provide financial support to coastal communities and

Report No. FA-10-25
Lake Ontario Coastal Resilience Pilot Project
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sectors to foster the collaboration of regional Coastal Resilient Plans (CRPs). The program aims to facilitate the co-development of strategies and actions to eliminate and/or mitigate coastal hazards. The NPCA collaborated with Conservation Ontario and four (4) other Conservation Authorities on an application to the CRCC program entitled 'Adapting to Coastal Hazards Across the Great Lakes' to complete three pilot projects.

As part of this funding application, the NPCA with Hamilton Conservation Authority (HCA) and Conservation Halton (CH) proposed a project in collaboration with local coastal municipalities, Brock University Environmental Sustainability Research Centre and other key regional partners, such as the Great Lakes St. Lawrence Cities Initiative, to complete a regional-scale pilot project that aims to enhance climate resilience of coastal communities, accelerate adaptation, and enables partners to work together to reduce climate change risk through coordinated, innovative actions along approximately 100km of Lake Ontario shoreline, 50km of which are regulated by NPCA.

Discussion:

In January 2025, [Conservation Ontario announced](#) that it was the successful recipient of \$3.1 million of funding from the Natural Resources Canada's CRCC program toward the development of three Great Lakes pilot projects, including \$1.5 million for the Lake Ontario Coastal Resilience Pilot Project led by NPCA.

The Lake Ontario Coastal Resilience Pilot Project will leverage science-based approaches to develop short-term and long-term actions that help local communities eliminate and/or mitigate potential coastal hazards, including flooding, coastal erosion, variable lake levels, extreme events, wave uprush, loss of life and property damages. This project includes the western Lake Ontario shoreline from the mouth of the Niagara River in Niagara-on-the-Lake to Joshua's Creek in Oakville/Mississauga, encompassing portions of the NPCA, HCA, and CH watershed jurisdiction shorelines.

The main objectives of the project are:

- Assessing and modeling shoreline conditions to understand risks like erosion, flooding, and climate impacts;
- Mapping shoreline hazards and vulnerable areas under current conditions for NPCA and CH shorelines (HCA recently completed this work) and future climate scenarios for all areas;
- Conducting risk and socio-economic assessments for infrastructure and natural assets;
- Identifying mitigation options, including nature-based solutions, for high-risk areas; and
- Developing a Coastal Resilience Plan with policy recommendations and an implementation roadmap.

The project is expected to extend over a four-year period with engagement to occur alongside major project milestones. The scope of the Lake Ontario Coastal Resilience Pilot Project includes the following items:

1. Shoreline inventory/characterization

Characterize and identify the shoreline hazards with the use of baseline monitoring and the development of coastal process modelling, based on technical best practices. This work will also incorporate recent technical work completed by Niagara shoreline municipalities, the HCA, and the work done for the Burlington Beach Master Plan, a partnership with the Region of Halton, City of Burlington, and CH.

2. Regulatory hazard mapping and shoreline management plans

Develop Shoreline Management Plans, including regulatory hazard mapping for NPCA and CH shorelines defining 100-year flood, wave uprush, stable slope, erosion hazard and dynamic beach hazards. HCA has recently completed a Shoreline Management Plan and will be excluded from this item.

3. Climate Change Assessment

Use existing ECCC modeling of the Great Lakes to assess the potential climate change risk to NPCA, HCA, and CH shorelines.

4. Shoreline Risk and Vulnerability Assessment

Identify potential impacts to the shoreline and assess the risk to natural assets, private and municipal infrastructure, and homes and businesses, including a socio-economic impact assessment on the identified vulnerable areas.

5. Coastal Resilience Plan

Understanding the risks identified in the pervious scope items, develop a Coastal Resilience Plan for the Lake Ontario shoreline from the Niagara River to Joshua's Creek, to include:

- i. Develop a long-term vision and goals for shoreline resiliency;
- ii. Recommend risk mitigation strategies for different land uses and hazards across the lakeshore, concept plans, approximate costs, and implementation considerations for the proposed alternatives, including nature-based solutions;
- iii. In working with project partners, identify priorities to address shoreline erosion, bluffs, hardened shorelines and dynamic beaches and develop a road map with short-, medium- and long-term mitigation and adaptation options;
- iv. Recommend policy options, best management practices and programs and services that Conservation Authorities, municipal governments and other partners can implement to protect and enhance the resiliency of the Lake Ontario shoreline;

- v. Recommend an Emergency Response Strategy in support of municipal emergency response plans; and
- vi. Develop a long-term shoreline monitoring framework to support the partners in assessing the implementation of mitigation measures.

Outreach and Engagement

The success of this project relies on significant collaboration and engagement with our partners, including Conservation Ontario, CH, HCA, Brock University, Lake Ontario municipalities across all three watersheds, and Indigenous partners, alongside our many other valued interested parties.

This project offers numerous opportunities for collaboration, enabling partners to share insights on coastal challenges, exchange ideas, and contribute to a transparent and inclusive process. Together, we will build awareness, foster shared ownership, and develop a Lake Ontario Coastal Resilience Management Plan that reflects the needs and priorities of our communities while addressing the impacts of natural hazards and climate change.

Several key interested parties will be engaged in this project through the establishment of a project Steering Committee and Advisory Committee. A governance structure and committee terms of reference are in development and representatives will be notified for their participation. An Engagement Strategy will be developed by staff on the Steering Committee, in consultation with the Advisory Committee, to set out the way in which interested parties will be engaged in the undertaking and development of the project deliverables.

The Engagement Strategy will be designed to achieve several key outcomes using various traditional methods (e.g., public information centres, advertisements in local media) and digital tools to:

- secure insight and perspectives about the current state of coastal communities and impacts of natural hazards and climate change;
- promote information sharing and idea generation;
- build awareness of and support for the project and development of a Climate Resilience Plan for the partners and communities within the Lake Ontario littoral zone;
- create a sense of shared ownership for the Climate Resilience Plan;
- increase process transparency and accountability.

Next Steps

In April 2025, NPCA, Conservation Ontario, HCA, and CH will announce the launch of the Lake Ontario Coastal Resilience Pilot Project. More details about the event will be sent to key representatives via email.

Financial Implications:

Through the Conservation Ontario funding award from Natural Resources Canada, NPCA will receive \$1.5 million to implement this project over four years. Matching cash and in-kind contributions are being provided by the partners. As the lead agency for this project, NPCA is providing 30% matching cash contributions through approved capital project budgets. The remaining 20% in-kind matching contributions are provided by project partners.

Links to Policy/Strategic Plan:

Goal 1.1: Support evidence-based decision-making for climate-resilient watersheds and shorelines

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

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.

Authored by:

Original Signed by:

Brendan Buggeln, M.Sc., P. Eng.
Manager, Natural Hazard Management and Resiliency

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: Hearing Procedure Guidelines

Report No: FA-09-25

Date: March 21, 2025

Recommendation:

THAT Report No. FA-09-25 RE: Hearing Procedure Guidelines **BE RECEIVED**;

AND THAT the Hearing Procedure Guidelines, as appended, **BE APPROVED**;

AND THAT staff **BE DIRECTED** to make the Hearing Procedure Guidelines **PUBLICLY AVAILABLE** on NPCA's webpage;

AND THAT staff **BE DIRECTED** to coordinate an education session for NPCA's Board of Directors regarding Hearing Procedures to **BE SCHEDULED AT THE CALL OF THE CHAIR**.

Purpose:

To seek Board approval of recommended amendments to NPCA's Hearing Procedure Guidelines. Revisions reflect legislative and regulatory changes under the *Conservation Authorities Act*.

Background:

In recent years, the *Conservation Authorities Act* (the Act), has been amended through several pieces of legislation starting in 2017 with the *Building Better Communities and Conserving Watersheds Act*, and more recently in late 2022 through the *More Homes Built Faster Act* (Bill 23). On April 1, 2024, several amendments to the Act were proclaimed that implemented significant changes to Section 28, including the introduction of Ontario Regulation 41/24.

At the March 22, 2024, Full Authority meeting, the Board received Report No. FA-09-24 RE: New Conservation Authorities Act Legislative and Regulatory Requirements – NPCA Housekeeping Policy Amendments and Transition Plan and directed staff to implement the

transition plan as identified. It was identified that updates to the Hearing Guidelines would be required as a result of the April 1, 2024 changes to the Act.

Discussion:

The establishment of Ontario Regulation 41/24 and proclamation of a new Section 28 has created new circumstances where a Permit holder or applicant may request a Board Hearing. This includes the new Stop Order power under Section 30.4 wherein a person who has received a Stop Order may request a Hearing of the Board to contest the order.

These expanded Hearing options were not included in NPCA's Hearing Procedure Guidelines. The recent legislative changes also required updating references to the Act and Regulations throughout. The draft Hearing Procedure Guidelines presented align with Conservation Ontario's current *Conservation Authorities Act* Model Hearing Guidelines, approved by the Conservation Ontario Council in December 2024.

Given the expansion of potential hearings and proceedings that are captured within the proposed Hearing Procedures Guidelines, it is recommended that it is approved as a stand-alone document rather than appended to NPCA's Administrative By-Law.

Financial Implications:

There are no financial implications associated with this report.

Links to Policy/Strategic Plan:

Goal 2.1 Maintain a high standard of client services, tools, and procedures for planning review and permits

Goal 5.2 Improve internal operations and processes

Related Reports and Appendices:

Appendix 1: DRAFT NPCA Hearing Procedures Guidelines

Report No. FA-09-24 RE: New *Conservation Authorities Act* Legislative and Regulatory Requirements – NPCA Housekeeping Policy Amendments and Transition Plan

Report No. FA-62-21 RE: Update to Niagara Peninsula Conservation Authority (NPCA) *Conservation Authorities Act* (CA Act) Section 28 Hearing Procedures

Authored by:

Original Signed by:

Melanie Davis, MA
Manager, Office of the CAO & Board

Reviewed by:

Original Signed by:

David Deluce
Director, Planning & Development

Submitted by:

Original Signed by:

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



HEARING PROCEDURE GUIDELINES



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ADOPTION AND DOCUMENT REVISIONS

On October 15, 2021, the NPCA Board of Directors approved updates to the NPCA's *Conservation Authorities Act* Section 28 Hearing Procedures per the following resolution:

Resolution No. FA-177-2021

Moved by: Member Clark

Seconded by: Member Brady

1. **THAT** Report No. FA-62-21 RE: Update to Niagara Peninsula Conservation Authority (NPCA) *Conservation Authorities Act* (CA Act) Section 28 Hearing Procedures **BE RECEIVED**.
2. **THAT** the NPCA's CA Act Section 28 Hearing Procedures **BE UPDATED** based on the amended CA Act Model Hearing Guidelines, 2021, regarding hearings under s.28.0.1(7), as appended.
3. **THAT** staff **BE DIRECTED** to bring forward the updated NPCA CA Act Section 28 Hearing Procedures as part of the Administrative By-law, to be updated by the end of 2022, as per Provincial requirements resulting from the CA Act regulatory changes.
4. **THAT** until such time as the NPCA's CA Act Section 28 Hearing Procedures are updated, the CA Act Model Hearing Guidelines, 2021, attached as Appendix 1 hereto **BE USED** as required for direction.
5. **AND FURTHER THAT** in collaboration with Conservation Ontario, staff **BE DIRECTED** to develop appropriate training materials for the Board.

On October 22, 2020, the NPCA Board of Directors approved updates to the NPCA's Hearing Procedures, as appended to the Niagara Peninsula Conservation Authority Administrative By-law, per the following resolution:

Resolution No. FA-141-2020

Moved by: Member Foster

Seconded by: Member Brady

1. **THAT** Report No. FA-54-20 RE: Updated Administrative By-Law **BE RECEIVED**.
2. **THAT** the NPCA Administrative By-Law dated December 19, 2019 **BE REPEALED**.
3. **THAT** the Administrative By-Law attached as Appendix 1 to Report FA-54-20 **BE READ** a first and second time and finally **ADOPTED** this 22nd day of October, 2020 as amended.

On December 18, 2019, the NPCA Board of Directors approved updates to the Administrative By-Law and associated appendices, including the Hearing Procedures Guidelines, as presented to the Governance Committee on December 13, 2019.

Resolution No. FA-264-19

Moved by: Member Steele

Seconded by: Member Shirton

THAT the minutes of the Governance Committee meeting dated December 13, 2019 **BE ADOPTED** as tabled and the recommendations therein **APPROVED**.

Recommendation No. GC-48-2019

Moved by: Member Foster

Seconded by: Member Ingrao

THAT the Administrative By-Law updates as presented at the Governance Committee meeting of December 13, 2019 **BE APPROVED** and **INCORPORATED** into the final by-law document for presentation to the Board of Directors.

Revision	Date	Description of Changes	Related Report
1	December 19, 2019	The amended Administrative By-Law was approved with Hearing Procedure Guidelines appended as Appendix 3	Governance Committee Meeting Addendum – December 13, 2019.
2	October 22, 2020	Amendments made to include best practices for electronic hearings.	Report No. FA-54-20
3	October 15, 2021	Amendments made to incorporate hearings under Section 28.0.1 and references to the Ontario Land Tribunal (OLT).	Report No. FA-62-21
4	March 21, 2025	Amendments to update references for hearings and appeal processes aligned with <i>Conservation Authorities Act</i> amendments and O. Reg. 41/24.	Report No. FA-09-25

1.0 DEFINITIONS

“Act” means the *Conservation Authorities Act*, R.S.O. 1990, c. C.27;

“Applicant” means a person who applies for a Permit to engage in an activity prohibited under the Act within the Authority’s jurisdiction;

“Application” means a formal request for a Permit to engage in an activity prohibited under the Act within the Authority’s jurisdiction;

“Authority” means the Board of Directors of the Niagara Peninsula Conservation Authority;

“Executive Committee” means the Executive Committee appointed by the Authority;

“Hearing Board” means the Authority or Executive Committee while it is conducting hearings in accordance with the *Statutory Powers Procedure Act*, R.S.O. 1990, c. S.22. Further to section 28.4 of the *Conservation Authorities Act*, an Authority may also delegate any of its powers relating to the holding of hearings in relation to permits to any other person or body, subject to any limitations or requirements prescribed by regulation;

“Minister” means the Minister of Natural Resources;

“Party” means an Applicant, Permit Holder, or individual subject to a Stop Order;

“Permit” means a permit to engage in otherwise prohibited activities under the Act, issued by the Authority (s. 28.1 and s. 28.1.2 permits) or by the Minister (s. 28.1.1 permits).

“Permit Holder” means a person who holds an active Permit issued by the Authority or a Minister’s Permit issued by the Minister;

“Staff” means the employees of the Niagara Peninsula Conservation Authority;

“Stop Order” means a stop order issued under section 30.4 of the Act;

“Witness” means a person who is called to speak to evidence presented at a hearing.

2.0 PURPOSE OF HEARING GUIDELINES

The Hearing Guidelines provide a step-by-step process for conducting hearings required under ss. 28.1 (5), ss. 28.1.2 (7), ss. 28.3 (2), (3) and (4), ss. 30.4 (6) of the *Conservation Authorities Act* and ss.11(4), (5) and (6) of O. Reg. 41/24. Hearings provide due process and ensure the rights of the Party are upheld.

These guidelines ensure hearings meet the legal requirements of the *Statutory Powers Procedures Act* (SPPA) without being unduly legalistic or intimidating to the participants.

NPCA's Board of Directors will act as the Hearing Board should a hearing be requested. The Hearing Board is empowered by law to make a decision, governed by the SPPA. The Board's decision powers are governed by the CAA and O. Reg. 41/24.

The Hearing Board continues to operate under the Code of Conduct as appended to the Niagara Peninsula Conservation Authority Administrative By-Law.

Section 25.1 of the SPPA provides that "a tribunal may make rules governing the practice and procedure before it". The Hearing Rules are adopted under the authority of s. 25.1 of the SPPA. The SPPA applies to the exercise of a statutory power of decision where there is a requirement to hold or to afford the parties to the proceeding an opportunity for a hearing before making a decision. The SPPA sets out minimum procedural requirements governing such hearings and provides rule-making authority for establishing rules to govern such proceedings.

Table 1 below summarizes the legislative and regulatory requirements where a Party is to be provided with an opportunity for a hearing before the Authority.

Table 1: Summary of Hearing Requirements under the Conservation Authorities Act and O. Reg. 41/24¹

Hearing Scenario	Legislative or Regulatory Reference	Party	Hearing Intent	Appeal
Refusal Section 28.1 Permit	CAA, ss. 28.1 (5)	Applicant	Intent to refuse	OLT – Within 90 days of receiving the reasons for the Authority’s decision
Attaching Conditions Section 28.1 Permit	CAA, ss. 28.1 (5)	Applicant	Intent to attach conditions	
Attaching Conditions Section 28.1.2 Permit	CAA, ss. 28.1.2 (7)	Applicant	Intent to attach conditions	Minister’s Review – Within 15 days of receiving reasons for the Authority’s decision
Cancellation Section 28.1 Permit	CAA, ss. 28.3 (2)	Permit Holder	Intent to cancel	OLT – Within 90 days of receiving notice of decision from Authority
Cancellation Section 28.1.1 Permit	CAA, ss. 28.3 (2)	Permit Holder	Intent to cancel	
Refuse Extension Section 28.1 Permit	O. Reg. 41/24, ss. 11(4), (5), and (6)	Permit Holder	Intent to refuse extensions	No appeal
Refuse Extension Section 28.1.2 Permit	O. Reg. 41/24, ss. 11(4), (5), and (6)	Permit Holder	Intent to refuse extensions	
Stop Order	CAA, ss. 30.4	Individual subject to Stop Order	Issuance of Stop Order	Minister or body prescribed by the regulations – Within 30 days of receiving reasons for the Authority’s decision

¹ Note: The information presented in this table is a summary. For full details, please review the relevant sections of the *Conservation Authorities Act* and O. Reg. 41/24.

3.0 ROLE OF THE HEARING BOARD

3.1 Apprehension of Bias

In any of the hearing scenarios listed in Table 1 above, the Hearing Board is acting as a decision-making tribunal. The tribunal is to act fairly. Under general principles of administrative law relating to the duty of fairness, the tribunal is obliged not only to avoid any bias but also to avoid the appearance or reasonable apprehension of bias. The following are three examples of steps to be taken to avoid apprehension of bias where it is likely to arise.

- (a) No member of the Authority (or delegate) taking part in the hearing should have prior involvement with the Application or other hearing matter indicated in Table 1 that could lead to a reasonable apprehension of bias on the part of that member. Where a member has a personal interest, the test is whether a reasonably well-informed person would consider that the interest might have an influence on the exercise of the official's public duty. Where a member is a municipal councilor, the *Municipal Conflict of Interest Act* applies. In the case of a previously expressed opinion, the test is that of an open mind, i.e., is the member capable of persuasion in participating in the decision making.
- (b) Any material distributed to the Hearing Board relating to the merits of an Application or other matter indicated in Table 1 that is the subject of a hearing shall also be distributed to the Party at the same time. The Party will be afforded an opportunity to distribute similar pre-hearing material. These materials can be distributed electronically.
- (c) The Party will be given an opportunity to attend the hearing before a decision is made; however, the Party does not have to be present for a decision to be made.
- (d) Where a hearing is required for the Party submitted pursuant to Section 28.0.1 of the *Conservation Authorities Act* (e.g., to determine the conditions of the permission), final decisions on the conditions shall not be made until such a time as the Party has been given the opportunity to attend a hearing.

3.2 Notice of Hearing

The Notice of Hearing shall be sent to the applicant within sufficient time to allow the applicant to prepare for the hearing. To ensure that reasonable notice is given, it is recommended that prior to sending the Notice of Hearing, the applicant be consulted to determine an agreeable date and time based on the local Conservation Authority's regular meeting schedule.

In cases where the Authority (or designated Staff) intends to refuse a request for a Permit extension, the Permit Holder must be given at least 5 days' notice of the hearing date, per ss. 11(6) of O. Reg. 41/24. This represents the minimum notice, and other timelines provided in these guidelines may influence the total notice period (e.g., timelines associated with pre-submission of reports).

A Notice of Hearing is to be directed to the Party and/or landowner by registered mail, and/or e-mail, when advisable. **The Notice of Hearing must contain or append the following:**

- (a) Reference to the applicable legislation under which the hearing is to be held (i.e., the *Conservation Authorities Act*).
- (b) The time, place and the purpose of the hearing (i.e., intent to refuse Application or request for extension, intent to attach conditions, intent to cancel a Permit, and Stop Order).

In the event of Electronic Hearings: Details about the manner in which the hearing will be held shall be included. The Notice must also contain a statement that the Party should notify the Authority if they believe holding the hearing electronically is likely to cause them significant prejudice. The Authority will assume the Party has no objection to the electronic hearing if no such notification is received.

- (c) Particulars to identify the Party, property, and the nature of the matter that forms the subject of the hearing.

Note: if the Party is not the landowner but the prospective owner, the Party must have written authorization from the registered landowner.

- (d) Reasons for the decision / Staff recommendation / action shall be included in sufficient detail to enable the Party to understand the issues and adequately prepare for the hearing.

Note: it is sufficient to reference in the Notice of Hearing that the recommended action is based on reasons outlined in previous correspondence, or a hearing report that will follow.

- (e) A statement notifying the Party that the hearing may proceed in the Party's absence and that the Party will not be entitled to any further notice of the proceedings.

Note: in extreme circumstances, it is recommended that the hearing not proceed in the absence of the Party.

- (f) Reminder that the Party is entitled to be represented at the hearing by a representative such as legal counsel, if desired. The Authority may be represented at the hearing by legal counsel or staff.
- (g) Reminder of protections afforded to the Party under the *Evidence Act*, R.S.O 1990, c. E.23 and the *Canada Evidence Act*, R.S.C., 1985, c. C-5 regarding information provided during hearings (see s. 3.6(a)).
- (h) A copy of the Authority's Hearing Guidelines.

3.3 Pre-submission of Reports

Staff may prepare and submit a written report to the Hearing Board in advance of the hearing. A copy of the Staff report will be shared with the Party.

The Party shall be provided with the same opportunity to submit a written report to the Hearing Board. The Party shall be given two weeks to prepare a report once the reasons for staff recommendations have been received.

4.0 HEARING

4.1 Public Hearing

Pursuant to the SPPA, hearings, including electronic hearings, are required to be held in public ("open to the public"). For electronic hearings, public attendance should be synchronous with the hearing.

A hearing or part of a hearing may be closed to the public in accordance with the SPPA or the Authority's Administrative By-Laws (e.g., where the Hearing Board is of the opinion that public security matters, intimate financial matters, personal matters, or other matters would be disclosed at the hearing).

4.2 Hearing Participants

The Act does not provide for third party status at the hearing. The hearing, however, is open to the public. Any information related to the matter that forms the subject of the hearing

provided by third parties must be incorporated within the presentation of information by, or on behalf of, the Party or Staff as appropriate.

4.3 Attendance of Hearing Board Members

In accordance with case law relating to the conduct of hearings, members of the Hearing Board who will make a Hearing decision must be present during the full course of the hearing. If it is necessary for a member to leave, the remaining members can continue with the hearing and render a decision, provided quorum is maintained.

4.4 Adjournments

The Hearing Board may adjourn a hearing on its own motion or that of the Party or Staff where it is satisfied that an adjournment is necessary for an adequate hearing to be held. While adjourned, members of the Hearing Board shall not discuss the matter that is the subject of the hearing.

Any adjournments form part of the hearing record.

4.5 Orders and Directions

In accordance with ss. 9 (2) of the SPPA, a Hearing Board is entitled to make orders or directions to maintain order and prevent the abuse of its hearing processes. Example Hearing Procedures are included in Appendix F.

4.6 Information Presented at Hearings

- (a) The SPPA requires that a Witness be informed of their right to object pursuant to the *Evidence Act*, R.S.O. 1990, c. E.23 ("*Evidence Act*") and the *Canada Evidence Act*, R.S.C., 1985, c. C-5 ("*CEA*"). The *Evidence Act* and *CEA* indicate that any answers provided by a Witness during the hearing are not admissible against the Witness in any criminal trial or proceeding. This information shall be provided to the Party as part of the Notice of Hearing.
- (b) It is the decision of the Hearing Board as to whether information is presented under oath or affirmation. It is not a legal requirement, and the applicant must be informed of the above, prior to or at the start of the hearing.

- (c) The Hearing Board may authorize receiving a copy rather than the original document. However, the Hearing Board can request certified copies of the document if required.
- (d) Privileged information, such as solicitor/client correspondence, cannot be heard.
- (e) Information that is not directly within the knowledge of the speaker (hearsay) can be heard if relevant to the issues of the hearing.
- (f) The Hearing Board may take into account matters of common knowledge (e.g., geographic or historic facts, times, measures, weights, etc.) or generally recognized scientific or technical facts, information or opinions within its specialized knowledge without hearing specific information to inform their decision.
- (g) Staff and the Party shall not present new information at the hearing that has not been submitted to the Hearing Board and the other Party.

4.7 Conduct of Hearing

4.7.1 Record of Attending Hearing Board Members

Attendance of Hearing Board members shall be recorded at the opening of the hearing.

4.7.2 Opening Remarks

The Chairperson shall convene the hearing with opening remarks which generally; identify the Party, the nature of the matter that forms the subject of the hearing (e.g., Application, Permit, Stop Order), and the property location; outline the hearing procedures; and advise on requirements of the *Evidence Act* and the *CEA*.

Model Opening Remarks are provided in Appendices G-K.

In an electronic hearing, all the parties and the members of the Hearing Board must be able to clearly hear one another and any Witnesses throughout the hearing.

4.7.3 Presentation of Staff Information

Staff present reasons for their recommendations/decision associated with refusal or conditions of approval of the Permit Application, refusal of Permit extensions, cancellations or Stop Orders; in addition to providing legislative/regulatory background and case background.

Any reports, documents or plans that form part of the presentation shall be properly indexed and received.

Staff of the Authority should not submit new technical information at the hearing as the applicant will not have had time to review and provide a professional opinion to the Hearing Board.

Consideration should be given to the designation of one staff member or legal counsel who co-ordinates the presentation of information on behalf of Authority staff and who asks questions on behalf of Authority staff.

4.7.4 Presentation of Party Information

The Party has the opportunity to present information at the conclusion of the Authority presentation. Any reports, documents, or plans which form part of the submission should be properly indexed and received.

The Party shall present information as it applies to the purpose of the hearing (e.g., related to activities covered by the permit application, permit conditions, activities subject to a Stop Order, etc.). The hearing does not address the merits of the activity or appropriateness of such a use in terms of planning.

- The Party may be represented by legal counsel or agent, if desired.
- The Party may present information to the Hearing Board and/or have invited advisors to present information to the Board.
- The Party's presentation may include technical Witnesses, such as an engineer, ecologist, hydrogeologist, etc.

The Party should not submit new technical information at the hearing as Staff of the Authority will not have had time to review and provide a professional opinion to the Hearing Board.

4.7.5 Questions

Members of the Hearing Board may direct questions to each speaker as the information is being heard. The Party and/or agent can make any comments or questions on the Staff report.

Pursuant to the SPPA, the Hearing Board can limit questioning where it is satisfied that there has been full and fair disclosure of the facts presented, recognizing that the courts have been particularly sensitive to the issue of limiting questioning only where it has clearly gone beyond reasonable or proper bounds.

4.7.6 *Deliberation*

After all the information is presented, the Hearing Board may adjourn the hearing and retire in private to confer. Legal counsel may be secured to advise the Hearing Board when conferring in private.

The Hearing Board may reconvene on the same date or at some later date to advise of their decision. The Hearing Board members shall not discuss the hearing with others prior to the decision of the Board being finalized.

5.0 DECISION

Hearing participants must receive written notice of the Hearing Board's decision. The Hearing Board shall itemize and record information of particular significance which led to their decision.

The Party shall be informed of the right to appeal the decision within 30 days upon receipt of written decision to the Ontario Land Tribunal, the Minister, or other prescribed body in accordance with the *Conservation Authorities Act* and O. Reg. 41/24.

Table 2 below summarizes the Hearing Board decision powers in accordance with the Act and O. Reg. 41/24, as well as associated appeal rights for the Party.

Table 2: Hearing Board Decision Powers and Associated Appeal Mechanisms²

Hearing Scenario	Hearing Board Decision Powers	Appeal Rights
Considering Refusal or Attaching Conditions (Section 28.1 Permit)	(a) Issue the Permit; (b) Issue the Permit subject to conditions; or, (c) Refuse the Permit.	Request Minister's Review within 15 days after receiving Authority's decision (CAA, ss. 28.1 (8)); or, Appeal to the OLT within 90 days of receiving the Authority's decision (in accordance with CAA requirements) (CAA, ss. 28.1 (20) (21)).
Considering Attaching Conditions (Section 28.1.2 Permit)	(a) Issue the Permit; or, (b) Issue the Permit subject to conditions.	Request Minister's Review within 15 days after receiving Authority's reasons for conditions (CAA, ss. 28.1.2 (9)); or, Appeal to the OLT within 90 days of receiving the Authority's reasons for conditions (in accordance with CAA requirements) (CAA, ss. 28.1.2(14) (15)).
Considering Cancellation (Section 28.1 or 28.1.1 Permit)	(a) Confirm decision to cancel Permit; (b) Rescind decision to cancel Permit; or, (c) Vary decision to cancel Permit.	Appeal to the OLT within 90 days after receiving the Authority's decision (CAA, ss.28.3(6))
Considering Extension (Section 28.1 or 28.1.2 Permit)	(a) Confirm the refusal of the extension; or, (b) Grant an extension for such period of time as it deems appropriate, as long as the total period	No appeal mechanism.

² Note: The information presented in this table is a summary. For full details, please review the relevant sections of the *Conservation Authorities Act* and O. Reg. 41/24

	of validity of the Permit does not exceed the applicable maximum period specified in O. Reg. 41/24.	
Considering Stop Order (Section 30.4)	(a) Confirm the order; (b) Amend the order; or, (c) Remove the order, with or without conditions.	Appeal to the Minister or a body prescribed by the regulations within 30 days after receiving the Authority's decision (CAA, ss. 30.4(9))

5.1 Notice of Decision

The Notice of Decision should include the following information:

- (a) The identification of the person who requested the hearing, property, and the purpose of the hearing (i.e., Application for a Permit, attaching Permit conditions, request for Permit extension, Stop Order, or cancellation of Permit).
- (b) The decision (as indicated in Table 2 above).
- (c) Written reasons for the decision.
- (d) A copy of the Hearing Board resolution.
- (e) Notice of the Party's right to appeal (as indicated in Table 2 above).

It is recommended that the written Notice of Decision be forwarded to the applicant by registered mail. See Appendices L-P for sample Notice of Decision letters.

5.2 Adoption

The Hearing Board shall adopt a resolution containing the decision and any particulars of the decision.

6.0 RECORD

The Authority shall compile a record of the hearing. In the event of an appeal, a copy of the record should be forwarded to the OLT or Minister, as appropriate.

The record must include the following:

- (a) As applicable, copies of the Application for the Permit, the Permit issued, notice of cancellation, or Stop Order that was the subject of the hearing;
- (b) The Notice of Hearing;
- (c) Any orders made by the Hearing Board (e.g., adjournments);
- (d) All information received by the Hearing Board;
- (e) Attendance of Hearing Board members;
- (f) The decision and written reasons for decisions of the Hearing Board; and,
- (g) The Notice of Decision sent to the Party.

DRAFT

Appendix A

NOTICE OF HEARING

IN THE MATTER OF

The Conservation Authorities Act,
R.S.O. 1990, Chapter 27

AND IN THE MATTER OF a permit application by

MADE TO THE
NIAGARA PENINSULA CONSERVATION AUTHORITY
Pursuant to section 28.1, subsection 5 of the said Act

TAKE NOTICE THAT a Hearing before the Board of Directors of the Niagara Peninsula Conservation Authority will be held under section 28.1, subsection 5 of the *Conservation Authorities Act* at the offices of the said Authority [ADDRESS], at the hour of [TIME], **on the day of [DATE], 202X**, [for electronic hearings, include details about the manner in which the hearing will be held] with respect to the application by [NAME] to permit development within an area regulated by the Authority in order to ensure **the activity is not likely to [affect the control of flooding, erosion, dynamic beaches or unstable soil or bedrock; create conditions or circumstances that, in the event of a natural hazard, might jeopardize the health or safety of persons or result in the damage or destruction of property]** on Lot , Plan/Lot , Concession , [STREET] in the City of , Regional Municipality of , River Watershed.

TAKE NOTICE THAT you are invited to make a delegation and submit supporting written material to the Board of Directors for the meeting of [meeting number]. If you intend to appear [For electronic hearings: or if you believe that holding the hearing electronically is likely to cause significant prejudice], please contact [NAME]. Written material will be required by [DATE], to enable the Board members to review the material prior to the meeting.

TAKE NOTICE THAT this hearing is governed by the provisions of the *Statutory Powers Procedure Act*. Under the Act, a witness is automatically afforded a protection that is similar to the protection of the *Ontario Evidence Act*. This means that the evidence that a witness gives may not be used in subsequent civil proceedings or in prosecutions against the witness under a Provincial Statute. It does not relieve the witness of the obligation of this oath since matters of perjury are not affected by the

automatic affording of the protection. The significance is that the legislation is Provincial and cannot affect Federal matters. If a witness requires the protection of the *Canada Evidence Act* that protection must be obtained in the usual manner. The Ontario Statute requires the tribunal to draw this matter to the attention of the witness, as this tribunal has no knowledge of the affect of any evidence that a witness may give.

AND FURTHER TAKE NOTICE that if you do not attend at this Hearing, the Board of Directors of the Niagara Peninsula Conservation Authority may proceed in your absence, and you will not be entitled to any further notice in the proceedings.

DATED the ____ day of, _____ 202X

The Board of Directors of the Niagara Peninsula Conservation Authority

Per:
Chief Administrative Officer / Secretary-
Treasurer

Appendix B

NOTICE OF HEARING

IN THE MATTER OF

The Conservation Authorities Act,
R.S.O. 1990, Chapter 27

AND IN THE MATTER OF a permit application by

MADE TO THE

NIAGARA PENINSULA CONSERVATION AUTHORITY

Pursuant to section 28.1.2, subsection 7 of the said Act

TAKE NOTICE THAT a Hearing before the Board of Directors of the Niagara Peninsula Conservation Authority will be held under section 28.1.2, subsection 7 of the *Conservation Authorities Act* at the offices of the said Authority [ADDRESS], at the hour of [TIME], on the day of [DATE], 202X, [for electronic hearings, include details about the manner in which the hearing will be held] with respect to the application by [NAME] to permit development within an area regulated by the Authority in association with a Minister's Zoning Order [REGULATION NUMBER] on Lot , Plan/Lot , Concession , [STREET] in the City of , Regional Municipality of , River Watershed.

TAKE NOTICE THAT you are invited to make a delegation and submit supporting written material to the Board of Directors for the meeting of (*meeting number*). If you intend to appear [For electronic hearings: or if you believe that holding the hearing electronically is likely to cause significant prejudice], please contact [NAME]. Written material will be required by [DATE], to enable the Board of Directors members to review the material prior to the meeting.

TAKE NOTICE THAT pursuant to section 28.1.2, subsection 3 of the *Conservation Authorities Act*, a Conservation Authority is required to grant the permit applied for and may only impose conditions to the permit, provided all legislative requirements are met. The Hearing will therefore focus on the conditions to be imposed to the granting of the permit.

TAKE NOTICE THAT this hearing is governed by the provisions of the *Statutory Powers Procedure Act*. Under the Act, a witness is automatically afforded a protection that is similar to the protection of the *Ontario Evidence Act*. This means that the evidence that a witness gives may not be used in subsequent civil proceedings or in prosecutions against the witness under a Provincial Statute. It does not relieve the witness of the obligation of this oath since matters of perjury are not affected by the automatic affording of the protection. The significance is that the legislation is Provincial and cannot affect Federal matters. If a witness requires the protection of the *Canada Evidence Act* that protection must be obtained in the usual manner. The Ontario Statute requires the tribunal to draw this matter to the attention of the witness, as this tribunal has no knowledge of the affect of any evidence that a witness may give.

AND FURTHER TAKE NOTICE that if you do not attend at this Hearing, the Board of Directors of the Niagara Peninsula Conservation Authority may proceed in your absence, and you will not be entitled to any further notice in the proceedings.

DATED the ___ day of, _____ 202X

The Board of Directors of the Niagara Peninsula
Conservation Authority

Per:

Chief Administrative Officer / Secretary-Treasurer

Appendix C

NOTICE OF HEARING

IN THE MATTER OF

The Conservation Authorities Act,
R.S.O. 1990, Chapter 27

AND IN THE MATTER OF a Stop Order

Issued by the

NIAGARA PENINSULA CONSERVATION AUTHORITY

Pursuant to Section 30.4, Subsection 6 of the said Act

TAKE NOTICE THAT a Hearing before the Board of Directors of the Niagara Peninsula Conservation Authority will be held under section 30.4, subsection 6 of the *Conservation Authorities Act* at the offices of the said Authority [ADDRESS], at the hour of [TIME], **on the day of [DATE], 202X**, [for electronic hearings, include details about the manner in which the hearing will be held] with respect to a **Stop Order** issued to [NAME] on [date Stop Order was issued]. The Stop Order requires [NAME] to [**stop engaging in or to not to engage**] in the following activity(ies) on Lot , Plan/Lot , Concession , [STREET] in the City of , Regional Municipality of , River Watershed:

TAKE NOTICE THAT you are invited to make a delegation and submit supporting written material to the Board of Directors for the meeting of [**meeting number**]. If you intend to appear [For electronic hearings: or if you believe that holding the hearing electronically is likely to cause significant prejudice], please contact [NAME]. Written material will be required by [DATE], to enable the Board of Directors members to review the material prior to the meeting.

TAKE NOTICE THAT this hearing is governed by the provisions of the *Statutory Powers Procedure Act*. Under the Act, a witness is automatically afforded a protection that is similar to the protection of the *Ontario Evidence Act*. This means that the evidence that a witness gives may not be used in subsequent civil proceedings or in prosecutions against the witness under a Provincial Statute. It does not relieve the witness of the

obligation of this oath since matters of perjury are not affected by the automatic affording of the protection. The significance is that the legislation is Provincial and cannot affect Federal matters. If a witness requires the protection of the *Canada Evidence Act* that protection must be obtained in the usual manner. The Ontario Statute requires the tribunal to draw this matter to the attention of the witness, as this tribunal has no knowledge of the affect of any evidence that a witness may give.

AND FURTHER TAKE NOTICE that if you do not attend this Hearing, the Board of Directors of the Niagara Peninsula Conservation Authority may proceed in your absence, and you will not be entitled to any further notice in the proceedings.

DATED the ____ day of, _____ 202X

The Board of Directors of the Niagara Peninsula
Conservation Authority

Per:
Chief Administrative Officer / Secretary-Treasurer

Appendix D

NOTICE OF HEARING

IN THE MATTER OF

The Conservation Authorities Act,
R.S.O. 1990, Chapter 27

AND IN THE MATTER OF cancellation of Permit Number ##

Issued by the

NIAGARA PENINSULA CONSERVATION AUTHORITY

Pursuant to Section 28.3, Subsections 2, 3, AND 4 of the said Act

TAKE NOTICE THAT a Hearing before the Board of Directors of the Niagara Peninsula Conservation Authority will be held under Section 28.3, subsection 4 of the *Conservation Authorities Act* at the offices of the said Authority [ADDRESS], at the hour of [TIME], on the day of [DATE], 202X, [for electronic hearings, include details about the manner in which the hearing will be held] with respect to the ‘**Notice of Intent to Cancel Permit Number XX**’ issued to [NAME] on [DATE the Intent to Cancel Notice was issued] that permits development within an area regulated by the Authority on Lot , Plan/Lot , Concession , [STREET] in the City of , Regional Municipality of , River Watershed.

TAKE NOTICE THAT you are invited to make a delegation and submit supporting written material to the Board of Directors for the meeting of [**meeting number**]. If you intend to appear [For electronic hearings: or if you believe that holding the hearing electronically is likely to cause significant prejudice], please contact [NAME]. Written material will be required by [DATE], to enable the Board members to review the material prior to the meeting.

TAKE NOTICE THAT this hearing is governed by the provisions of the *Statutory Powers Procedure Act*. Under the Act, a witness is automatically afforded a protection that is similar to the protection of the *Ontario Evidence Act*. This means that the evidence

that a witness gives may not be used in subsequent civil proceedings or in prosecutions against the witness under a Provincial Statute. It does not relieve the witness of the obligation of this oath since matters of perjury are not affected by the automatic affording of the protection. The significance is that the legislation is Provincial and cannot affect Federal matters. If a witness requires the protection of the *Canada Evidence Act* that protection must be obtained in the usual manner. The Ontario Statute requires the tribunal to draw this matter to the attention of the witness, as this tribunal has no knowledge of the affect of any evidence that a witness may give.

AND FURTHER TAKE NOTICE that if you do not attend this Hearing, the Board of Directors of the Niagara Peninsula Conservation Authority may proceed in your absence, and you will not be entitled to any further notice in the proceedings.

DATED the ____ day of, _____ 202X

The Board of Directors of the Niagara Peninsula
Conservation Authority

Per:

Chief Administrative Officer / Secretary-Treasurer

Appendix E

NOTICE OF HEARING

IN THE MATTER OF

The Conservation Authorities Act,
R.S.O. 1990, Chapter 27

AND IN THE MATTER OF refusal of a request for an extension to the period of
validity for Permit Number ##

Issued by the

NIAGARA PENINSULA CONSERVATION AUTHORITY

Pursuant to Section 11, Subsections. 4, 5, AND 6 of Ontario Regulation 41/24,
made pursuant to Section 40, Subsection 4
of the said Act

TAKE NOTICE THAT a Hearing before the Board of Directors of the Niagara Peninsula Conservation Authority will be held under section 11, subsection 6 of O. Reg. 41/24 at the offices of the said Authority [**ADDRESS**], at the hour of [**TIME**], **on the day of [DATE], 202X**, [for electronic hearings, include details about the manner in which the hearing will be held] with **respect to a 'Request for Permit Extension' for Permit Number ##** issued to [**NAME**] on [**DATE**] that permits development within an area regulated by the Authority on Lot , Plan/Lot , Concession , [**STREET**] in the City of , Regional Municipality of , River Watershed.

TAKE NOTICE THAT you are invited to make a delegation and submit supporting written material to the Board of Directors for the meeting of [**meeting number**]. If you intend to appear [*For electronic hearings: or if you believe that holding the hearing electronically is likely to cause significant prejudice*], please contact [**NAME**]. Written material will be required by [**DATE**], to enable the Board members to review the material prior to the meeting.

TAKE NOTICE THAT this hearing is governed by the provisions of the *Statutory Powers Procedure Act*. Under the Act, a witness is automatically afforded a protection that is similar to the protection of the *Ontario Evidence Act*. This means that the evidence that a witness gives may not be used in subsequent civil proceedings or in prosecutions against the witness under a Provincial Statute. It does not relieve the witness of the obligation of this oath since matters of perjury are not affected by the automatic affording of the protection. The significance is that the legislation is Provincial and cannot affect Federal matters. If a witness requires the protection of the *Canada Evidence Act* that protection must be obtained in the usual manner. The Ontario Statute requires the tribunal to draw this matter to the attention of the witness, as this tribunal has no knowledge of the affect of any evidence that a witness may give.

AND FURTHER TAKE NOTICE that if you do not attend at this Hearing, the Board of Directors of the Niagara Peninsula Conservation Authority may proceed in your absence, and you will not be entitled to any further notice in the proceedings.

DATED the _____ day of, _____ 202X

The Board of Directors of the Niagara Peninsula
Conservation Authority

Per:

Chief Administrative Officer / Secretary-Treasurer

Appendix F

HEARING PROCEDURES

1. Motion to sit as Hearing Board.
2. Roll Call followed by the Chairperson's opening remarks. For electronic hearings, the Chairperson shall ensure that all parties and the Hearing Board are able to clearly hear one another and any Witnesses throughout the hearing.
3. Staff will introduce to the Hearing Board the Party and their agent and others wishing to speak.
4. Staff will indicate the nature and location of the subject matter [Application / issued Permit / Stop Order] and the conclusions.
5. Staff will present the Staff report included in the NPCA Full Authority meeting agenda.
6. The Party and/or their agent will present their material
7. Staff and/or the Conservation Authority's agent may question the Party and/or their agent (through the Chair) if reasonably required for a full and fair disclosure of matters presented at the Hearing.³
8. The Party and/or their agent may question the Conservation Authority Staff and/or their agent (through the Chair) if reasonably required for full and fair disclosure of matters presented at the Hearing.⁴
9. The Hearing Board will question, if necessary, both the Staff and the Party/agent.
10. The Hearing Board will move into deliberation. The Hearing Board may also adjourn the hearing and retire in private to confer. For electronic meetings, the Hearing Board will

³ As per the SPPA a tribunal may reasonably limit further examination or cross-examination of a Witness where it is satisfied that the examination or cross-examination has been sufficient to disclose fully and fairly all matters relevant to the issues in the proceeding.

⁴ As per the SPPA a tribunal may reasonably limit further examination or cross-examination of a Witness where it is satisfied that the examination or cross-examination has been sufficient to disclose fully and fairly all matters relevant to the issues in the proceeding.

deliberate in a manner consistent with practices for in-person hearings (e.g., open vs closed session).

11. Members of the Hearing Board will move and second a motion.
12. A motion will be carried which will culminate in the decision.
13. The Hearing Board will move out of deliberation. For electronic meetings, the Hearing Board will reconvene with other participants.
14. The Chairperson or Acting Chairperson will advise the Party of the Hearing Board decision.
15. The Chairperson or Acting Chairperson shall notify the Party of their right to appeal the decision to the Ontario Land Tribunal, Minister, or other prescribed body (as applicable) upon receipt of the reasons for decision, in accordance with the provisions and timelines outlined in the Conservation Authorities Act and Ontario Regulation 41/24 (*see sample Notices of Decision for more detail*).
16. Motion to move out of Hearing Board and sit as Full Authority.

Appendix G

CHAIRPERSON'S REMARKS WHEN DEALING WITH HEARINGS (Section 28.1, Subsection 5 of the *Conservation Authorities Act*) Permit Application, with or without conditions

We are now going to conduct a hearing under section 28.1, subsection 5 of the Conservation Authorities Act in respect of an application for a permit by [*applicant name*] to [*details of proposed works*].

Section 28.1, subsection 1 of the Conservation Authorities Act provides that an Authority may issue a permit to a person to engage in an activity that would otherwise be prohibited by section 28, subsection 1 of the Act, in an area regulated by the Authority, if in the opinion of the Authority, the activity is not likely to affect the control of flooding, erosion, dynamic beaches or unstable soil or bedrock; the activity is not likely to create conditions or circumstances that, in the event of a natural hazard, might jeopardize the health or safety of persons or result in the damage or destruction of property; and any other requirements that may be prescribed by the regulations are met.

Staff have reviewed this proposed work and prepared a staff report, a copy of which has been given to the applicant and the Board. The applicant was invited to file material in response to the staff report, a copy of which has also been provided to the Board.

Under section 28.1, subsection (5) of the Conservation Authorities Act, the person applying for a permit has the right to a hearing before the Authority.

In holding this hearing, the Authority is to determine whether or not a permit is to be issued, with or without conditions. In doing so, we can only consider the application in the form that is before us, the staff report, such evidence as may be given and the submissions to be made on behalf of the applicant. Only information disclosed prior to the hearing is to be presented at the hearing.

The proceedings will be conducted according to the Statutory Powers Procedure Act. Under section 9 of the Evidence Act and section 5 of the Canada Evidence Act, any witness called may object to answer any question on the ground that the answer may tend to incriminate the person or may tend to establish his/her liability to a civil proceeding at the instance of the Crown or of any person.

The procedure in general shall be informal without the evidence before it being given under oath or affirmation unless decided by the Hearing Board.

If the applicant has any questions to ask of the Hearing Board or of the Authority representative, they must be directed to the Chairperson of the board.

DRAFT

Appendix H

CHAIRPERSON'S REMARKS WHEN DEALING WITH HEARINGS (Section 28.1.2, Subsection 7 of the *Conservation Authorities Act*) Mandatory Permits, Zoning Orders

We are now going to conduct a hearing under section 28.1.2, subsection 7 of the Conservation Authorities Act in respect of an application for a permit by [*applicant name*] to [*details of proposed works*].

Under section 28.1.2, subsection 3 of the Conservation Authorities Act, an Authority that receives an application for a permit to carry out a development project in the Authority's area of jurisdiction shall issue the permit if an order has been made by the Minister of Municipal Affairs and Housing under section 47 of the Planning Act authorizing the development project under that Act; and the lands in the Authority's area of jurisdiction on which the development project is to be carried out are not located in the Greenbelt Area designated under section 2 of the Greenbelt Act, 2005; and such other requirements as may be prescribed are satisfied.

Furthermore, section 28.1.2, subsection 6 allows an Authority to attach conditions to such permits, including conditions to mitigate: any effects the development project is likely to have on the control of flooding, erosion, dynamic beaches or unstable soil or bedrock; circumstances created by the development project that, in the event of a natural hazard, might jeopardize the health or safety of persons or result in the damage or destruction of property; or any other matters that may be prescribed by regulation.

Staff have reviewed this proposed work and prepared a staff report, including the proposed conditions of approval for the proposed work, which has been given to the applicant and the Board. The applicant was invited to file material in response to the staff report, a copy of which has also been provided to the Board.

Under section 28.1.2, subsection 7 of the Conservation Authorities Act, the person applying for a permit has the right to a hearing before the Authority.

In holding this hearing, the Authority Board is to determine the prescribed conditions, if any, to be attached to the approved permit. In doing so, we can only consider the application in the form that is before us, the staff report, such evidence as may be given

and the submissions to be made on behalf of the applicant. Only information disclosed prior to the hearing is to be presented at the hearing.

The proceedings will be conducted according to the Statutory Powers Procedure Act. Under section 9 of the Evidence Act and section 5 of the Canada Evidence Act, any witness called may object to answer any question on the ground that the answer may tend to incriminate the person or may tend to establish his/her liability to a civil proceeding at the instance of the Crown or of any person.

The procedure in general shall be informal without the evidence before it being given under oath or affirmation unless decided by the hearing members.

If the applicant has any questions to ask of the Hearing Board or of the Authority representative, they must be directed to the Chairperson of the board.

DRAFT

Appendix I

CHAIRPERSON'S REMARKS WHEN DEALING WITH HEARINGS (Section 30.4, Subsection 6 of the *Conservation Authorities Act*) To Consider a Stop Order

We are now going to conduct a hearing under section 30.4, subsection 6 of the Conservation Authorities Act in respect to a Stop Order issued to [Party] on [Date], 20XX.

In accordance with section 30.4, subsection 1 of the Act, [NAME] was served with a Stop Order by an officer of the Authority because the officer believed [NAME] **[had engaged / was about to engage]** in an activity that **[has contravened/will contravene]** the Act or a regulation made under the Act; **and/or** the conditions of **Permit Number XXX**.

Furthermore, the officer believes that the activity **[has caused / is likely to cause]** significant damage and the damage **[affects / is likely to affect]** the control of flooding, erosion, dynamic beaches or unstable soil or bedrock **and/or** in the event of a natural hazard, the damage **has created / is likely** to create conditions or circumstances that might jeopardize the health and safety of persons or result in damage or destruction of property; and that, the order will prevent or reduce said damage.

Section 30.4, subsection 6 of the Act requires that a person who is served with a Stop Order be provided with an opportunity to request and attend a hearing before the Authority.

The Staff have prepared a report, a copy of which has been given to the [APPELLANT NAME] and the Board. The [APPELLANT NAME] was invited to file material in response to the staff report, a copy of which has also been provided to the Board.

In accordance with section 30.4, subsection 7 of the Act, after holding the hearing, the Authority shall confirm the order, amend the order, or remove the order with or without conditions. In doing so, we can only consider the information in the form that is before us, the staff report, such evidence as may be given, and the submissions to be made on behalf of [APPELLANT NAME]. Only information disclosed prior to the hearing is to be presented at the hearing.

The proceedings will be conducted according to the Statutory Powers Procedure Act. Under section 9 of the Evidence Act and section 5 of the Canada Evidence Act, any

witness called may object to answer any question on the ground that the answer may tend to incriminate the person or may tend to establish his/her liability to a civil proceeding at the instance of the Crown or of any person.

The procedure in general shall be informal without the evidence before it being given under oath or affirmation unless decided by the hearing members.

If [APPELLANT NAME] has any questions to ask of the Hearing Board or of the Authority representative, they must be directed to the Chairperson of the board.

DRAFT

Appendix J

CHAIRPERSON'S REMARKS WHEN DEALING WITH HEARINGS (Section 28.3, Subsections 4 of the *Conservation Authorities Act*) To Consider the Cancellation of a Permit

We are now going to conduct a hearing under section 28.3, subsection 4 of the Conservation Authorities Act to consider the cancellation of permit number ## issued to [Permit Holder], on [Date], 20XX.

In accordance with section 28.3, subsection 1 of the Act, the Authority notified the permit holder of the intent to cancel permit number ### by [Date], 20## because, it is the opinion of the Authority, the conditions of the permit have not been met; **or** that the circumstances prescribed by regulation exist (**include detail here if applicable**).

Section 28.3, subsection 3 of the Act provides that a permit holder may request a hearing within 15 days of receiving the Authority's intent to cancel a permit.

The Staff have prepared a report, a copy of which has been given to the permit holder and the Board. The permit holder was invited to file material in response to the Staff report, a copy of which has also been provided to the Board.

In accordance with section 28.3, subsection 5 of the Act, after holding the hearing, the Authority may confirm, rescind or vary the decision to cancel the permit. In doing so, we can only consider the information in the form that is before us, the Staff report, such evidence as may be given, and the submissions to be made on behalf of the permit holder. Only information disclosed prior to the hearing is to be presented at the hearing.

The proceedings will be conducted according to the Statutory Powers Procedure Act. Under section 9 of the Evidence Act and section 5 of the Canada Evidence Act, any witness called may object to answer any question on the ground that the answer may tend to incriminate the person or may tend to establish his/her liability to a civil proceeding at the instance of the Crown or of any person.

The procedure in general shall be informal without the evidence before it being given under oath or affirmation unless decided by the hearing members.

If the permit holder has any questions to ask of the Hearing Board or of the Authority representative, they must be directed to the Chairperson of the board.

DRAFT

Appendix K

CHAIRPERSON'S REMARKS WHEN DEALING WITH HEARINGS (Section 11, Subsection 6 of Ontario Regulation 41/24, made pursuant to Section 40, Subsection 4 of the *Conservation Authorities Act*)

To Consider an Extension to the Period of Validity of a Permit

We are now going to conduct a hearing under section 11, subsection 6 of Ontario Regulation 41/24, made under section 40, subsection 4 of the Conservation Authorities Act regarding a request for extension of permit number ## issued to [*Permit Holder*].

Section 11, subsections 4 and 5 of Ontario Regulation 41/24 provides that a permit holder may request a hearing to consider their request to extend the period of validity of a permit issued under section 28.1 or 28.1.2 of the Act within 15 days of receiving notice that the Authority intends to refuse a request for extension.

The Staff have prepared a report, a copy of which has been given to the permit holder and the Board. The permit holder was invited to file material in response to the Staff report, a copy of which has also been provided to the Board.

In accordance with section 11, subsection 7 of the Regulation, after holding the hearing, the Authority may confirm the refusal of the extension or grant an extension for a time deemed appropriate, provided the total period of validity of the permit does not exceed the applicable maximum period of 60 months prescribed by Regulation. In doing so, we can only consider the information in the form that is before us, the Staff report, such evidence as may be given, and the submissions to be made on behalf of the permit holder. Only information disclosed prior to the hearing is to be presented at the hearing.

The proceedings will be conducted according to the Statutory Powers Procedure Act. Under section 9 of the Evidence Act and section 5 of the Canada Evidence Act, any witness called may object to answer any question on the ground that the answer may tend to incriminate the person or may tend to establish his/her liability to a civil proceeding at the instance of the Crown or of any person.

The procedure in general shall be informal without the evidence before it being given under oath or affirmation unless decided by the hearing members.

If the permit holder has any questions to ask of the Hearing Board or of the Authority representative, they must be directed to the Chairperson of the board.

DRAFT

Appendix L

Sample Notice of Decision (Refusal / Attaching Conditions)

(Date)

BY REGISTERED MAIL

(name)

(address)

Dear:

RE: NOTICE OF DECISION

Hearing Pursuant to Section 28.1, Subsection 5 of the Conservation Authorities Act

Proposed Residential Development

Lot , Plan ; [Address], [City/Town]

[Application #]

In accordance with the requirements of the Conservation Authorities Act, the Niagara Peninsula Conservation Authority provides the following Notice of Decision:

On *[meeting date and number]*, the Authority *[refused application/approved application/approved application with conditions]*. A copy of the Authority resolution has been attached for your records. Please note that this decision is based on the following reasons:

[Provide specific and clear reasons for refusal or attaching conditions relevant to the application in accordance with ss. 28.1 (7) of the Act]

In accordance with s. 28.1 of the Conservation Authorities Act, an applicant who has been refused a permit or a permit holder who objects to conditions imposed on a permit by the Authority may submit a request for a Minister's Review of this decision to the Minister of Natural Resources, or may appeal this decision to the Ontario Land Tribunal. These options are further described below:

1. Within 15 days of receiving the reasons for the Authority's decision, submit a request to the Minister to review the Authority's decision. If a request for a Minister's review is submitted, the Minister will indicate in writing whether or not they intend to conduct a review of the Authority's decision. This notice will be provided within 30 days of receiving the request. If the Minister does not reply within 30 days, this is deemed to be an indication that the Minister does not intend to review the Authority's decision.

The Minister may, in accordance with section 28.1 (15) of the Act, confirm or vary the Authority's decision, or make any decision the Minister considers appropriate, including issuing a permit subject to conditions. Per subsection 28.1(19) of the *Conservation Authorities Act*, a decision made by the Minister is final; or,

2. Appeal to the OLT within 90 days of receiving the reasons for the Authority's decision, provided that:
- a. the applicant/permit holder has not submitted a request for Minister's review; or,
 - b. the applicant/permit holder has submitted a request for Minister's review, and;
 - i. the Minister refused to conduct a review further to a request made under ss. 28.1 (8) of the Act; or,
 - ii. 30 days have lapsed since the applicant/permit holder submitted a request for Minister's review and the Minister has not replied; or,
 - iii. If, further to a request for review made under ss. 28.1 (8) of the Act, the Minister indicates their intent to review a decision and the Minister fails to make a decision within 90 days of giving the reply, the applicant/permit holder may, within the next 30 days, appeal the Authority's decision directly to the OLT.

For your information, should you wish to exercise your right for a Minister's review or appeal to the OLT, your requests can be forwarded to:

For Minister's Review:

[Hon. Graydon Smith](#)

[Witney Block](#)

[99 Wellesley Street West](#)

[Toronto ON M7A 1W3](#)

Phone: 416-314-2301

Email: minister.mnrf@ontario.ca

For Appeal to Ontario Land Tribunal:

Ontario Land Tribunal

655 Bay Street, Suite 1500

Toronto ON M5G 1E5

Phone: 416-212-6349 or 866-448-2248

Email:

OLT.General.Inquiry@ontario.ca

[Information on Filing an Appeal Link](#)

A copy of this request should also be sent to the Niagara Peninsula Conservation Authority. Should you require any further information, please do not hesitate to contact [**staff contact**] or the undersigned.

Yours truly,

[Chief Administrative Officer / Secretary-Treasurer]

Enclosure

DRAFT

Appendix M

Sample Notice of Decision (Attaching Conditions, Minister's Zoning Order Permits)

(Date)

BY REGISTERED MAIL

(name)

(address)

Dear:

RE: NOTICE OF DECISION

Hearing Pursuant to Section 28.1.2, Subsection 7 of the Conservation Authorities Act

Proposed Residential Development

Lot , Plan ; [Address] [City/Town]

[Application #]

In accordance with the requirements of the Conservation Authorities Act, the Niagara Peninsula Conservation Authority provides the following Notice of Decision:

On [*meeting date and number*], the Authority approved permit number ### [with conditions / without conditions]. A copy of the Authority resolution has been attached for your records. Please note that this decision is based on the following reasons:

[Provide specific and clear reasons for attaching conditions relevant to the application in accordance with ss. 28.1.2 (8) of the Act]

In accordance with the Conservation Authorities Act, a permit holder who objects to conditions imposed on a permit by the Authority may submit a request for a Minister's Review of this decision to the Minister of Natural Resources, or may appeal this decision to the Ontario Land Tribunal. These options are further described below:

1. Within 15 days of receiving the reasons for the Authority's decision, submit a request to the Minister to review the conditions. If a request for a Minister's review is submitted, the Minister will indicate in writing whether or not they intend to conduct a review of the conditions. This notice will be provided within 30 days of receiving the request. If the Minister does not reply within 30 days, this is deemed to be an indication that the Minister does not intend to review the Authority's decision.

The Minister may, in accordance with section 28.1.2 (11) of the Act, confirm or vary the conditions attached by the Authority to a permit, including removing conditions or requiring that such additional conditions be attached to the permit as the Minister considers appropriate. Per subsection 28.1.2 (13) of the *Conservation Authorities Act*, a decision made by the Minister is final; or,

2. Appeal to the OLT within 90 days of receiving the reasons for the Authority's decision, provided that:
- a) the permit holder has not submitted a request for Minister's review; or,
 - b) the permit holder has submitted a request for Minister's review, and;
 - i. the Minister refused to conduct a review further to a request made under ss. 28.1.2 (9) of the Act; or,
 - ii. 30 days have lapsed since the permit holder submitted a request for Minister's review and the Minister has not replied; or,
 - iii. If, further to a request for review made under ss. 28.1.2 (9) of the Act, the Minister indicates their intent to review a decision and the Minister fails to make a decision within 90 days of giving the reply, the permit holder may, within the next 30 days, appeal the conditions attached by the Authority directly to the OLT.

For your information, should you wish to exercise your right for a Minister's review, or appeal to the OLT, your requests can be forwarded to:

For Minister's Review:

[Hon. Graydon Smith](#)

[Witney Block](#)

[99 Wellesley Street West](#)

[Toronto ON M7A 1W3](#)

Phone: 416-314-2301

Email: minister.mnrf@ontario.ca

For Appeal to Ontario Land Tribunal:

Ontario Land Tribunal

655 Bay Street, Suite 1500

Toronto ON M5G 1E5

Phone: 416-212-6349 or 866-448-2248

Email:

OLT.General.Inquiry@ontario.ca

[Information on Filing an Appeal Link](#)

A copy of this request should also be sent to Niagara Peninsula Conservation Authority. Should you require any further information, please do not hesitate to contact [**staff contact**] or the undersigned.

Yours truly,

Chief Administrative Officer / Secretary-Treasurer

Enclosure

Appendix N

Sample Notice of Decision (Stop Order)

(Date)

BY REGISTERED MAIL

(name)

(address)

Dear:

RE: NOTICE OF DECISION

Hearing Pursuant to Section 30.4, Subsection 6 of the **Conservation Authorities Act**

Stop Order

Lot , Plan ; [Address], [City/Town]

[Application # or Permit #]

[Stop Order #]

In accordance with the requirements of the Conservation Authorities Act, the Niagara Peninsula Conservation Authority provides the following Notice of Decision:

On [meeting date and number], the Authority [confirmed the Stop Order, amended the Stop Order, or removed the Stop Order, with or without conditions]. A copy of the Authority resolution has been attached for your records. Please note that this decision is based on the following reasons:

[Provide specific and clear reasons for confirming, amending, or removing the order, with or without conditions in accordance with ss. 30.4 (8)]

In accordance with the Conservation Authorities Act, the person who requested the hearing may appeal to the Minister for a review within 30 days after receiving the reasons for the Authority's decision. The Minister (or other prescribed body) may confirm, amend or remove the Stop Order, with or without conditions.

For your information, should you wish to exercise your right for a Minister's review, your request can be forwarded to:

[Hon. Graydon Smith](#)

[Witney Block](#)

[99 Wellesley Street West](#)

[Toronto ON M7A 1W3](#)

Phone: 416-314-2301

Email: minister.mnrf@ontario.ca

A copy of this request should also be sent to Niagara Peninsula Conservation Authority. Should you require any further information, please do not hesitate to contact [**staff contact**] or the undersigned.

Yours truly,

Chief Administrative Officer / Secretary-Treasurer

Enclosure

Appendix O

Sample Notice of Decision (Cancellation of Permit)

(Date)

BY REGISTERED MAIL

(name)

(address)

Dear:

RE: NOTICE OF DECISION

**Hearing Pursuant to Section 28.3 , Subsections (2), (3), and (4) of the
Conservation Authorities Act**

Cancellation of Permit

**Lot , Plan ; [Address], [City/Town]
[Permit Number]**

In accordance with the requirements of the Conservation Authorities Act, the Niagara Peninsula Conservation Authority provides the following Notice of Decision:

On [meeting date and number] the Authority [confirmed / rescinded / varied] the decision to cancel permit number ##. A copy of the Authority resolution has been attached for your records. Please note that this decision is based on the following reasons:

[Provide specific and clear reasons for confirming, rescinding or varying the decision to cancel the permit, in accordance with ss. 28.3 (5) of the Conservation Authorities Act]

In accordance with the Conservation Authorities Act, the permit holder may, within 90 days after receiving the reasons for the Authority's decision, appeal the decision to the Ontario Land Tribunal (OLT). The OLT has the authority to take evidence, to confirm, rescind or vary the decision to cancel the permit, with or without conditions.

For your information, should you wish to exercise your right to appeal, section 28.3, subsection 7 of the Act requires that the notice shall be sent to the OLT and to the Authority by registered mail.

Ontario Land Tribunal

655 Bay Street, Suite 1500

Toronto ON M5G 1E5

Phone: 416-212-6349 or 866-448-2248

Email: OLT.General.Inquiry@ontario.ca

[Information on Filing an Appeal Link](#)

Should you require any further information, please do not hesitate to contact [**staff contact**] or the undersigned.

Yours truly,

Chief Administrative Officer / Secretary-Treasurer

Enclosure

Appendix P

Sample Notice of Decision (Permit Extension)

(Date)

BY REGISTERED MAIL

(name)

(address)

Dear:

RE: NOTICE OF DECISION

**Hearing Pursuant to Section 11, Subsections 4, 5, and 6 of O. Reg. 41/24,
pursuant to Section 40, Subsection 4 of the Conservation Authorities Act**

Request for Permit Extension

Lot , Plan ; [Address], [City/Town]

[Permit Number]

In accordance with the requirements of the Conservation Authorities Act, the Niagara Peninsula Conservation Authority provides the following Notice of Decision:

On [meeting date and number], the Authority [confirmed the refusal of the permit extension / granted the permit extension]. Permit number ## shall be valid until [Date], 20##. A copy of the Authority resolution has been attached for your records. Please note that this decision is based on the following reasons:

[Provide specific and clear reasons relating to the application for refusing or granting the extension, if applicable. In either case, it is best practice to relate the decision to the Conservation Authorities Act tests in ss. 28.1 (1), and ss. 11 (7) of O. Reg. 41/24]

For your information, the Authority's decision is final; there is no legislated appeal process under the *Conservation Authorities Act*.

Should you require any further information, please do not hesitate to contact [**staff contact**] or the undersigned.

Yours truly,

Chief Administrative Officer / Secretary-Treasurer

Enclosure

DRAFT

Report To: Board of Directors

Subject: Agreement of Services between the Corporation of the City of St. Catharines and Niagara Peninsula Conservation Authority

Report No: FA-06-25

Date: March 21, 2025

Recommendation:

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

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

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

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

Purpose:

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

Background:

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

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

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

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

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

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

On May 10, 2021, the Council of the Corporation of the City of St. Catharines passed a motion to endorse and provide ongoing collaboration towards the NPCA's application to the Growing Canada's Forests program under the 2 Billion Trees initiative. The broader municipal support for the initial application has since evolved into NPCA's *Trees for All* program built on a cost-sharing approach. NPCA, on behalf of the partnership, has successfully secured funding from the federal 2 Billion Trees program and its aggregators (Forests Canada and Tree Canada) as well as several other third party sources.

The City of St. Catharines is authorized to enter into agreement between the City and NPCA pursuant to its Delegation By-law 2020-156. This 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").

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 reduce expenses for participating landowners and organizations. Under the program, tree planting projects require an extensive year-long implementation cycle that will benefit from confirmed partnerships and formal service commitments. Increased financial incentives, demand, and local tree planting ambitions further support a collaborative approach in the Niagara Peninsula watershed that leads to effective tree planting program delivery that achieves shared goals and objectives.

Discussion:

The NPCA and the City of St. Catharines have worked collaboratively based on the letter of support offered by the City in 2021, but a formal agreement is not yet in place. Since 2021, NPCA has planted 875 bareroot seedling trees, 2,569 potted trees, and 1,160 potted shrubs in the City largely through partnerships. In 2024, NPCA and the City partnered through *Trees for All* to plant 260 potted trees and shrubs through one community planting event.

In 2025, NPCA and City will partner to plant a minimum of 1,000 potted trees and shrubs through the program. The agreement between the NPCA and the City establishes clear responsibilities and financial commitments for each party, formalizing the duties that both organizations are already performing.

The **Niagara Peninsula Conservation Authority** will:

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

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

The **City of St. Catharines** will:

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

The **Niagara Peninsula Conservation Authority** and the **City of St. Catharines** will:

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

- e. Collaborate on the long-term vision and management of the *Trees for All* partnership and program implementation.

Financial Implications:

The delivery of the *Trees for All* program does not impact the municipal levy and is prepared in line with Board-approved 2025 Operating Budget.

City contributions will be appended to the agreement annually based on collaboratively determined planting scopes as a record of service value through formal participation in the program. For 2025, the annual cost for the City of St. Catharines to participate in the *Trees for All* program will be based on the final number of trees that are being considered for several sites and opportunities. Staff from the City have confirmed they are interested in a maintaining a minimum planting scope of approximately 1,000 trees/year that would cost \$12,500.

Links to Policy/Strategic Plan:

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

Goal 4.1: Strengthen government relations toward collective outcomes and impact

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

Related Reports and Appendices:

Appendix 1: Niagara Peninsula Conservation Authority and The City of St. Catharines Agreement or Services

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

Authored by:

Original Signed by:

Geoffrey Verkade
Senior Manager, Integrated Watershed Strategies

Reviewed by:

Original Signed by:

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

Submitted by:

Original Signed by:

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



AGREEMENT FOR SERVICES

THIS AGREEMENT dated this ____ day of _____, 2024.

BETWEEN:

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

OF THE FIRST PART

– and –

THE CORPORATION OF THE CITY OF ST. CATHARINES
(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 Municipality is authorized to enter into this Agreement pursuant to its Delegation By-law 2020-156.

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:

The Corporation of the City of St. Catharines
50 Church St.
PO Box 3012
St. Catharines, ON L2R 7C2

Attention: , CAO

Email: doakes@stcatharines.ca

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

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

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

Email: llee-yates@npca.ca

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

Force Majeure

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, either electronically or by wet signature, 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.

MFIPPA

28. The NCPA acknowledges and understands that this Agreement is subject to the Municipality's privacy obligations under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.5, as amended.

IN WITNESS WHEREOF the Municipality and the NCPA 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.

THE CORPORATION OF THE CITY OF ST. CATHARINES

Per: _____

As authorized by By-law 2020-156.

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 potted) 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 **Municipality/Partner** will:

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

- f. Endeavor to the best of the municipalities ability to leave the Trees for All plantings intact and encouraged to grow as a natural feature in the landscape for a period of 15 years following completion.

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

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

3.0 POINTS OF CONTACT

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

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

Senior Manager, Integrated Watershed Strategies
Niagara Peninsula Conservation Authority
3350 Merrittville Highway, Unit 9
Thorold, ON
L2V 4Y6Phone: (905) 788-3135

3.1.2) For the **Municipality/Partner** 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.

Schedule “B”, Appendix I
REGARDING
Program Municipality/Partner’s Annual ‘Trees for All’ Scope

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.

Report To: Board of Directors

Subject: Agreement of Services between the Corporation of the Township of Wainfleet and Niagara Peninsula Conservation Authority

Report No: FA-07-25

Date: March 21, 2025

Recommendation:

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

AND THAT the Agreement of Services between the Corporation of the Township of Wainfleet 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 Wainfleet 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 Township of Wainfleet and Niagara Peninsula Conservation Authority (NPCA).

Background:

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

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

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

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

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

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

On May 11, 2021, the Council of the Corporation of the Township of Wainfleet passed a motion to support, in principle, the NPCA's application to the Growing Canada's Forests program under the 2 Billion Trees initiative. The broader municipal support for the initial application has since evolved into NPCA's *Trees for All* program built on a cost-sharing approach. NPCA, on behalf of the partnership, 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.

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:

The NPCA and the Township of Wainfleet have worked collaboratively based on the letter of support offered by the Township in 2021, but a formal agreement is not yet in place. Since 2021, NPCA has planted 12,750 bareroot seedling trees in the Township on private lands. In 2024, NPCA and the Township partnered through *Trees for All* to plant 652 potted trees and shrubs on two public properties.

In 2025, NPCA and Wainfleet will partner to plant 2,500 bareroot seedlings on private lands through the program. The agreement between the NPCA and the Township establishes clear responsibilities and financial commitments for each party, formalizing the duties that both organizations are already performing.

On March 18, 2025, the Township of Wainfleet’s Council will consider Public Works Staff Report PWSR-007/2025, recommending that Council enter into a Memorandum of Understanding with NPCA. Upon approval, By-law 009-2025 shall authorize an agreement between the Township 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”).

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 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 **Township of Wainfleet** 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 **Township of Wainfleet** 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.

Township contributions will be appended to the agreement annually based on collaboratively determined planting scopes as a record of service value through formal participation in the program. For 2025, the annual cost for the Township of Wainfleet to participate in the *Trees for All* program will be subsidized through contributions from the Ontario Power Generation (OPG) as per the MOU between NPCA and OPG to restore, improve and benefit the Welland River Watershed. NPCA and Township of Wainfleet staff have validated four sites at an approximate cost of \$21,025, which will be confirmed prior to executing the agreement.

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 Township of Wainfleet Agreement or Services

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

Authored by:

Original Signed by:

Geoffrey Verkade
Senior Manager, Integrated Watershed Strategies

Reviewed by:

Original Signed by:

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

Submitted by:

Original Signed by:

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



MEMORANDUM OF UNDERSTANDING

BETWEEN:

NIAGARA PENINSULA CONSERVATION AUTHORITY
("the NPCA")

– and –

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET
("the Township")

WHEREAS the NPCA is a Conservation Authority established under the *Conservation Authorities Act*, R.S.O. 1990, c. C. 27 ("the *Act*") and is governed by its members appointed by participating municipalities in accordance with the *Act*;

AND WHEREAS the Township 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 section 21.1.1 of 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 Township have mutually agreed to establish non-mandatory programs and services within various service areas in the Township;

AND WHEREAS the Council of the Township and the NPCA Board have authorized the Township and the NPCA to enter into this Memorandum of Understanding for the delivery of programs by the NPCA in the Township;

NOW THEREFORE the Township and the NPCA (each "a party" and collectively "the parties") confirm their mutual understanding and agreement as follows:

Scope and Use

1. The NPCA and the Township will collaborate on programs and services to be provided to the Township by the NPCA, which will be selected as per municipal needs. The non-mandatory programs and services that the NPCA may provide to the Township are detailed in Schedule “A” and Schedule “B”, which are attached hereto and form part of this Memorandum of Understanding.
2. Notwithstanding the foregoing, the Township acknowledges and agrees that all programs and services identified in Schedule “A” and/or Schedule “B” 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.
3. The NPCA will not add to or delete from the programs or services in Schedule “A” that are funded through the Township without first consulting with the Township and entering into a written agreement with the Township to amend this Memorandum of Understanding.
4. This Memorandum of Understanding does not preclude the parties from identifying or, upon mutual agreement of the parties, from 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.
5. The NPCA acknowledges and agrees that prior to executing this Memorandum of Understanding, its terms will be reviewed and approved by a resolution of the NPCA Board of Directors, the form of which is attached as Schedule “C” and forms part of this Memorandum of Understanding.
6. The Township acknowledges and agrees that prior to executing this Memorandum of Understanding, its terms will be reviewed and approved by a resolution of the Council of the Township, the form of which is attached as Schedule “D” and forms part of this Memorandum of Understanding.

Memorandum of Understanding Available to the Public

7. As required by the *Act* and/or its regulations, this Memorandum of Understanding will be made available to the public, including on the NPCA website.

Term and Termination

8. This Memorandum of Understanding comes into effect on the date it is signed by the parties or, in the event that it is signed in counterpart, on the latest date on which it is signed by a party, and will continue until December 31, 2029 (the “Initial Term”), unless it is amended or terminated in accordance with section 24.

9. Not less than six (6) months prior to the end of the Initial Term, the NPCA will initiate a review of this Memorandum of Understanding with the Township to determine if it will be renewed 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 in Schedule "A".
10. The NPCA and the Township, upon mutual agreement, may renew this Memorandum of Understanding for an unlimited number of additional five (5) year terms (the "**Renewal Term(s)**"), provided that any renewed Memorandum of Understanding must also be reviewed by the parties not less than six (6) months prior to the end-date of any such Renewal Term(s), as set out in section 9, above.
11. This Memorandum of Understanding may be terminated by either party prior to the end of the Initial Term or any Renewal Term, upon delivery by the terminating party of a written "Notice of Early Termination" in accordance with section 18, below, not less than six (6) months before the early termination date, which date is to be specified in the written "Notice of Early Termination".

Dispute Resolution

12. The Township and the NPCA will strive to facilitate open and timely communication at all levels. If a dispute arises in relation to the interpretation, application or execution of this Memorandum of Understanding, the parties will confer in good faith to resolve it. If the parties are unable to resolve a dispute through direct negotiation, they will seek mediation to be conducted by a mutually agreed-upon mediator and, should mediation be unsuccessful, an arbitration to be conducted by a mutually agreed-upon arbitrator and pursuant to such procedural rules as may be mutually agreed upon by the NPCA and the Township. Other than legal costs, which will be paid by the party that incurs them, the cost of any mediation and/or arbitration will be shared equally by the parties.

Fees and Payment

13. The costs associated with programs and services subject to this Memorandum of Understanding will be reviewed by the parties on an as-needed basis and will be based on the *Act* and any other applicable legislation.
14. NPCA will charge a user fee in the delivery of any programs and services listed in Schedule "A", or such other programs or services as may be requested by the Township, to cover costs of all programs and/or services provided by the NPCA to the Township under this Memorandum of Understanding. Such user fees will be imposed in accordance with the NPCA's Fee Policy and Fee Schedules adopted in accordance with the provisions of the *Act*, or as otherwise agreed to by the parties, provided that such agreement is in accordance with the *Act* and any other applicable legislation.

15. Subject to section 14, above, should the Township request a service listed in Schedule "A", the NPCA will invoice the Township for the said service on a quarterly basis .
16. Should the Township request a service that is not listed in Schedule "A", the parties will amend this Memorandum of Understanding in accordance with section 24, below, to add one or more Schedules to specify the responsibilities and financial obligations of the parties in relation to each such requested service.
17. The responsibilities and financial obligations of the parties in relation to the 'Trees for All' program are specified in Schedule "B".

Notice

18. Any notice in respect of this Memorandum of Understanding 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 Township, to:

The Corporation of the Township of Wainfleet
31940 Highway 3, P.O. Box 40
Wainfleet ON L0S 1V0

Attention: Mallory Luey, CAO
Email: mluey@wainfleet.ca

- (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

19. Neither party shall be in default with respect to the performance or non-performance of the terms of this Memorandum of Understanding 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 Township), 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.

Governing Law

20. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

No Agency

21. Nothing contained in this Memorandum of Understanding shall make or be construed to make the Township or the NPCA a partner of one another nor shall this Memorandum of Understanding be construed to create a partnership, joint venture, principal-agent relationship or employment relationship in any way or for any purpose whatsoever between the Township and the NPCA or between the Township, the NPCA and any third party. Moreover, nothing in this Memorandum of Understanding is to be construed as authorizing either party to contract for or to incur any obligation on behalf of the other party or to act as agent for the other party.

Invalidity of any Provision

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

Further Assurances

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

Amendments

24. This Memorandum of Understanding cannot be altered, amended, changed, modified, or abandoned, in whole or in part, except by written agreement executed by the parties, which will be appended to, and form part of, this Memorandum of Understanding.

Binding Agreement

25. This Memorandum of Understanding shall enure to the benefit and be binding upon the parties hereto and their respective heirs, executors, representatives and successors permitted hereunder.

Execution

26. This Memorandum of Understanding 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. Counterparts may be executed in original or electronic form and may be exchanged by way of PDF file delivered by email.

[Signature page follows]

EXECUTED as a Memorandum of Understanding 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

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

Per: _____
Mayor –

Per: _____
Chief Administrative Officer/Secretary –

I/we have the authority to bind the Corporation

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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 **Municipality/Partner** will:

- a. Assist the NPCA by providing and tracking in-kind support to collaboratively plan and facilitate Trees for All plantings and associated activities within their jurisdiction.
- b. Contribute to costs incurred by NPCA Trees for All services for plantings and associated program activities within the organization.
- c. Cooperate to formalize annual financial commitments and to establish purchasing orders for timely compensation for services and to validate match funding expectations with grant agreements taken on by the NPCA.

- d. Collaborate with NPCA to determine planting scopes prior to annual budgets and nursery deadlines.
- e. Provide attestation of financial and in-kind contributions to Trees for All planting and associated activities to program funders as may be required.
- f. Endeavor to the best of the municipalities ability to leave the Trees for All plantings intact and encouraged to grow as a natural feature in the landscape for a period of 15 years following completion.

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

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

3.0 POINTS OF CONTACT

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

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

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 **Municipality/Partner** 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.

Schedule “B”, Appendix I
REGARDING
Program Municipality/Partner’s Annual ‘Trees for All’ Scope

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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