



## AGREEMENT FOR SERVICES

THIS AGREEMENT dated this 8<sup>th</sup> day of March, 2024.

**BETWEEN:**

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

OF THE FIRST PART

– and –

**THE REGIONAL MUNICIPALITY OF NIAGARA**  
(Hereinafter called the "Participating 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 Participating Municipality is located wholly or in part within the area under the jurisdiction of NPCA, as shown in Schedule "A";

**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 Participating Municipality;

**AND WHEREAS** the Participating Municipality is requesting the NPCA to deliver non-mandatory programs and services within NPCA's area of expertise and jurisdiction, that fall within the Services Areas attached hereto as Schedule "B";

**AND WHEREAS** the NPCA proposes and is prepared to provide certain non-mandatory services to the Municipality, attached hereto as Schedule "B";

**AND WHEREAS** the Council of the Participating Municipality has authorized the Participating Municipality to enter into this Agreement for Services with the NPCA for the delivery of those non-mandatory programs as described in Schedule "B" attached hereto and subject to the terms outlined herein and;

**AND WHEREAS** under the Act, certain programs and services may be provided at the request of participating municipalities, outside of the budget and apportionment process, through individual procurement agreements, which agreement are not affected or precluded by means of this Agreement for Services;

**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 provide to the Participating Municipality the non-mandatory services attached hereto as Schedule "B" and Schedule "E", as requested by the Participating Municipality and agreed by the parties on an annual basis, prior to budget submission. The parties acknowledge and agree that the scope of services

requested may vary from year to year and may be funded on a fee for service basis or as part of the budget apportionment process.

2. Notwithstanding the foregoing, the Participating Municipality acknowledges and agrees that all programs and services identified in 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.

### **Term of Agreement**

3. The term of this Agreement shall be for a period of five (5) years commencing on January 1, 2024 and running until December 31, 2028 (the "**Initial Term**").
4. This Agreement shall be reviewed by the parties at least six months prior to the expiry 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 "B". It shall be the NPCA's responsibility to initiate the review with the Participating Municipality.
5. The NPCA and the Participating Municipality, upon mutual agreement, may renew this Agreement for Services , provided that any renewed Agreement for Services must also be reviewed by the parties at least six months prior to expiry, as set out in paragraph 4, above.
6. This Agreement for Services may be terminated by either party at any time upon six (6) months' prior written notice.
7. The Participating Municipality and NPCA will strive to facilitate open and timely communication at all levels. Parties will endeavour to resolve disputes that may arise from time to time 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 Participating 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 Participating Municipality. The cost of any mediation and/or arbitration shall be borne in equal shares by the NPCA and Participating Municipality.
8. The NPCA shall not add to or delete from the services or programs in Schedule "B" funded through the levy or on a fee for service basis without first consulting with the Participating Municipality and entering into a written amending agreement to this Agreement for Services with the Participating Municipality.
9. The Participating Municipality acknowledges and agrees that by executing this Agreement for Services, it is confirmed that the execution of this Agreement for Services has been approved by a resolution of the Council of the Participating Municipality.
10. This Agreement for Services does not preclude the parties identifying or entering into agreements with respect to opportunities for further collaboration to the benefit of both parties, and is intended to ensure efficiency, transparency and accountability in the use of resources, including in-kind services and assistance, coordination of complementary policy and program initiatives and projects involving third parties.
11. The resolution of the NPCA Board of Directors to execute this Agreement for Services shall be attached hereto as Schedule "C".

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

### **Agreement for Services Available to the Public**

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

### **Fees and Payment**

14. The costs associated with non-mandatory programs and services falling within Category 2 and/or 3 under the *Act* and/or its regulations shall, subject to this Agreement for Services, be reviewed by the parties on an annual basis as part of the NPCA annual budget (operating and capital) approval process, in line with budget guidelines and in any case such discussions shall have commenced by no later than August of each year.
15. The parties agree to amend this agreement on an annual basis by attaching the NPCA's final approved budget hereto as Schedule "E", along with such further supplementary detail regarding the specific programs and services being provided each year pursuant to the approved budget as the parties deem advisable in the interests of transparency.
16. The fees apportioned to the Participating Municipality will be calculated annually using the Modified Current Value Assessment (MCVA) or the benefit based method in accordance with the *Act*, unless otherwise noted as being attributable directly to the Participating Municipality as a special benefiting levy or fee for service in Schedule "B".
17. NPCA may charge a user fee in the delivery of any programs and services listed in Schedule "B", as appropriate, to assist with 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 NPCA and the Participating Municipality.
18. An "Annual Notice to Pay" shall be sent to the Participating Municipality following NPCA budget approval and payment for annual fees shall be made by the Participating Municipality in four quarterly installments by the end of each fiscal quarter in each calendar year.

### **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 Regional Municipality of Niagara  
1815 Sir Isaac Brock Way  
Thorold, ON  
L2A 4T7  
  
Attention: Ann-Marie Norio, Regional Clerk  
  
Email: Ann-Marie.Norio@niagararegion.ca

- (2) in the case of NPCA, to:  
Niagara Peninsula Conservation Authority  
250 Thorold Road West, 3<sup>rd</sup> Floor  
Welland, ON  
L3C 3W2

Attention: Chandra Sharma, CAO/Secretary-Treasurer

Email: csharma@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, 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 Participating Municipality of its obligation to pay fees and costs for services rendered.

### **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.

### **No Agency**

22. Nothing herein contained shall make or be construed to make the Participating 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 Participating Municipality and the NPCA. Nothing in this Agreement for Services is to be construed as authorizing one of the NPCA or the Participating 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 Participating 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 enure to the benefit and be binding upon the parties hereto and their respective heirs, executors, representatives and successors permitted hereunder.

## **Execution**

27. This Agreement for Services may be executed in counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all of such counterparts, when taken together, shall constitute one and the same agreement. An executed counterpart of this Agreement transmitted by facsimile, email or other electronic transmission shall be deemed an original counterpart and shall be as effective as an original counterpart of this Agreement and shall be legally binding upon the parties hereto to the same extent as delivery of an original counterpart.

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

*[Signature page follows]*

**SIGNED, SEALED AND DELIVERED THIS 29 DAY OF FEBRUARY, 2024.**

NIAGARA PENINSULA CONSERVATION AUTHORITY

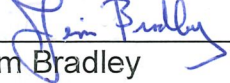
Per:   
Chair – Robert Foster

Per:   
Chief Administrative Officer/Secretary-Treasurer – Chandra Sharma

*I/we have the authority to bind the Corporation*


**SIGNED, SEALED AND DELIVERED THIS 8<sup>th</sup> DAY OF March, 2024.**

THE REGIONAL MUNICIPALITY OF NIAGARA

Per:   
Regional Chair – Jim Bradley

Per:   
Regional Clerk – Ann-Marie Norio

*I/we have the authority to bind the Corporation*

APPROVED FOR EXECUTION  
  
LEGAL SERVICES  
Mar 7/24

# Schedule "A"

## NPCA Watershed Jurisdiction



# Schedule “B”

## **NPCA Service Areas for Category 2 Services**

### Water Quality Monitoring

Quality Sampling and Monitoring Program includes 57 non-provincial surface water quality monitoring and 27 non-provincial groundwater monitoring stations within Niagara Region. NPCA collects monthly water quality sampling (ice-free season) and tests for general chemistry, nutrients, metals, and bacteria for these monitoring stations in Niagara Region. This is complemented by biological monitoring using stream benthic macroinvertebrates, which are also collected at these monitoring stations. The data collected contributes to NPCA's annual Water Quality Monitoring Summary Report and 5-year Watershed Report Cards. This program has also generated an extensive long-term dataset for riverine systems and aquifers in Niagara Region that supports regional projects such as water and wastewater infrastructure projects.

### 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

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

### Planning Studies

- d) Class or Conservation Authority Environmental Assessment for restoration, trails or flood and erosion mitigation projects
- e) 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)
- f) Support cross-disciplinary integration and inform municipal watershed planning and water, wastewater, and stormwater master planning

### Watershed and Sub-watershed Planning

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

### Watershed Monitoring

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

### Ecological Restoration & Stewardship

- n) Restoration projects (cost-shared and Fee- for-service)
- o) Invasives species management



- p) Agriculture (public and private land), urban (homeowners/public lands) & corporate stewardship and restoration initiatives
- q) Technical support to land owners on restoration and forest management, Knowledge sharing workshops, Hands-on training

#### Climate Change Resilience

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

#### Outdoor Education and Cultural Heritage

- t) Outdoor Education and Cultural Heritage Programs

#### Land Management & Land Care

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

#### Land Securement

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

## Schedule “C”

### NPCA Board Approval Resolution

**NPCA Board of Directors Meeting, June 16, 2023**

**9.3 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.

**NPCA Board of Directors Meeting, October 20, 2023**

**9.1 Report No. FA-41-23 RE: 2024 Draft Budget and Municipal Levies**

Resolution No. FA-104-2023

Moved by Brad Clark

Seconded by Diana Huson

Report No. FA-41-23 RE: 2024 Draft Budget and Municipal Levies **BE APPROVED** with weighted and recorded vote on Item **2b**. 2024 Draft Municipal Levies.

1. **THAT** Report No. FA-41-23 RE: 2024 Draft Budgets and Municipal Levies **BE RECEIVED**;
2. **THAT** the Board of Directors **CONSIDER** and **APPROVE** the following recommendations:
  - a. **THAT** the 2024 Draft Budgets **BE APPROVED** at the Board of Directors meeting on October 20<sup>th</sup>, 2023, in accordance with Board-approved Budget Assumptions.
  - b. **THAT** the 2024 Draft Municipal Levies **BE APPROVED** at the Board of Directors meeting on October 20<sup>th</sup>, 2023, for discussion with municipal staff.
  - c. **THAT** the targeted Land Securement contributions as per the Land Securement Strategy **BE PRESENTED** to municipal partners for their consideration, identified as an item in the Special Levy envelope.
  - d. **THAT** the list of 2024 unfunded budget priorities **BE PROVIDED** to partner municipalities for any future opportunities outside the 2024 budget through collaborative projects or external funding.

- e. **THAT** NPCA staff **REPORT** the results of discussions with municipal staff to the 2024 Q2 Finance Committee and Board of Directors meetings.
- f. **AND FURTHER THAT** a copy of the 2024 Draft Budgets and Municipal Levies **BE FORWARDED** to partner municipalities in advance of the October 20<sup>th</sup>, 2023, NPCA Board of Directors meeting and the weighted levy vote.

## Schedule "D"

### Niagara Region Council Approval Resolution

#### 10.3 CSD 59-2023

Niagara Peninsula Conservation Authority Service Agreement  
Moved by Councillor Foster Seconded by Councillor Seaborn

That Report CSD 59-2023, dated December 14, 2023, respecting Niagara Peninsula Conservation Authority Service Agreement, **BE RECEIVED** and the following recommendation, **BE APPROVED**:

1. That the Regional Chair and Regional Clerk **BE AUTHORIZED** to execute a service agreement for Non-Mandatory programs and services with the Niagara Peninsula Conservation Authority in a form satisfactory to the Director, Legal and Court Services.

## Schedule “E”

### NPCA 2024 Budgets and Municipal Levies

**NPCA Service Areas for Category 3 Services as Shown in the 2024 Budgets. Every Budget Year Category 3 projects will be subject to Regional approval prior MCVA apportionment commitment.**

#### Ecological Restoration

In December 2002, the NPCA Board of Directors approved an ‘Enhanced Watershed Restoration and Stewardship Program’ that was designed to build and expand upon the historical/current work of NPCA restoration and stewardship programs and initiatives. Through the new program, the NPCA aims to add 600 hectares of natural cover and plant 1 million native trees across the watershed by 2031.

NPCA’s ecological restoration services centers on an updated version of the existing Private Land Restoration Grant Program that will continue the NPCA’s long legacy of working with private landowners. The grant categories focus on improving habitat, biodiversity, water resources and forest cover.

In 2023, NPCA and their partners restored 31.43 ha of forests, wetland and riparian habitat. NPCA’s ongoing efforts contribute to the enhancement of Niagara Region’s Natural Environment System and assist the Region with achieving the 2023-2026 Council Strategic Priority to reduce the region’s collective carbon footprint and build climate resiliency.

#### Community Engagement and Stewardship

In recent years, increased awareness of the linkages between human health, ecosystem health, and climate impacts has reinforced the need for more targeted environmental action. With municipal growth pressures and climate impacts, there is an increased need for private and public action towards nature conservation and innovative ways to ensure projects and programs related to habitat and climate action are prioritized.

For over two decades, the NPCA has been an environmental stewardship leader, engaging hundreds of volunteers, community members, corporations, and student volunteers in numerous opportunities to connect with nature and improve the environment. For example, community tree plantings and/or pollinator gardens planted on public lands, community-based scientific monitoring, delivery of the Yellow Fish Road™ program to local school children and community groups, environmental education programming (Niagara Children’s Water Festival, Niagara Envirothon), and knowledge sharing through outreach events and activities (i.e., handouts, presentations, guided hikes). Engaging various private landowners, municipal partners, Indigenous communities, non-government organizations, and local businesses on these important stewardship initiatives is one of the ways that NPCA can create meaningful opportunities for people to care for the environment while supporting the reversal of biodiversity loss, water quality improvements, and flood & erosion reduction.

In 2023, the NPCA led and partnered to deliver 111 community engagement events in Niagara Region (e.g., tree plantings, pollinator garden plantings, cleanups, guided hikes, presentations). Community planting events resulted in the planting of 3,277 trees and shrubs, and 2,064 native wildflowers and grasses in Niagara Region. NPCA’s community engagement and stewardship efforts contribute to the enhancement of Niagara Region’s Natural Environment System and assist the Region with achieving the 2023-2026 Council Strategic Priority to reduce the region’s collective carbon footprint and build climate resiliency.

#### Watershed and Sub-watershed Resources Planning

The watershed and sub-watershed resource planning program facilitates the preparation of studies, analysis, science-based decision-making tools, and recommendations for watershed-based resource management. Integrated watershed management is the process of managing human activities and natural resources on a watershed basis, considering social, economic, and environmental issues, as well as local community interests. Heavily predicated on adaptive management principles, it is a fundamental cycle of natural resources inventory, assessment, and management activities. Watershed and sub-watershed level analysis helps to inform land

use planning decisions and resource management recommendations that supports NPAC and partner programs.

Through the preparation of technical studies such as the 4 Mile Creek rapid geomorphic assessment and updates to GIS mapping layers and data (e.g. Digital Elevation Model), the NPCA is providing science-based decision-making tools to support growth and resource management decision within Niagara Region.

**Links:**

1. [2024 Budget Book](#)
2. [2024 Budgets - Programs and Services Format](#)