



THE REGIONAL MUNICIPALITY OF NIAGARA
COUNCIL WEEKLY CORRESPONDENCE DISTRIBUTION

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If you require any accommodations for a disability in order to attend or participate in meetings or events, please contact the Accessibility Advisor at 905-980-6000 ext. 3252 (office), 289-929-8376 (cellphone) or accessibility@niagararegion.ca (email).

Memorandum

CWCD 2026-01

Subject: Notification to System Owner of Spill

Date: January 9, 2026

To: Regional Council

From: Dawn MacArthur, Supervisor, Wastewater Compliance and Enforcement

Purpose

This memorandum is being provided to ensure timely communication to Regional Council regarding a spill in connection with the collection/treatment of wastewater in Niagara Region.

A spill of digester biogas occurred November 26, 2025, in the City of Niagara Falls at the Niagara Falls wastewater treatment plant (WWTP).

Situation

During routine liquid sludge transfer from the secondary digester to the sludge holding tank, the liquid sludge level in the digester dropped below the threshold needed to maintain a gas-tight seal. Once the seal was lost, digester biogas escaped to the atmosphere. A release of digester biogas directly to the environment is considered a spill under the Ontario Environmental Protection Act and was reported to regulatory authorities. No adverse impacts were noted in relation to the spill of biogas as it immediately dispersed into the atmosphere.

Corrective Action

Once the issue was discovered, sludge was transferred back to the secondary digester to bring the sludge level up and restore the liquid seal, stopping the release of gas to the environment.

Staff reviewed the sludge transfer process and have added an additional alarm to send alerts directly to the plant operations cell phone. This additional notification will ensure that the plant operator receives alarms more quickly during the sludge transfer process to enable them to take the necessary action and prevent future biogas releases to the environment.

Respectfully submitted and signed by

Dawn MacArthur, B.Sc., C.Chem.
Supervisor, Wastewater Compliance and Enforcement

Memorandum

CWCD 2026-02

Subject: Supportive Housing Provincial Communication Update

Date: Friday, January 9, 2026

To: Regional Council

From: Henri Koning, Commissioner, Community Services

An area of focus at Niagara Week at Queen's Park was a discussion on how intergovernmental collaboration can expedite the delivery of net-new highly supportive housing in support of the provincial goal of building 1.5 million homes by 2031.

Niagara Region's highly supportive housing initiative is a key component in our strategy to achieve sustained housing for individuals experiencing chronic homelessness in our community. Encampments are a significant challenge in Niagara. Encampment growth reflects service gaps where individuals are too medically complex to be supported by the shelter system, yet no longer require acute hospital care, resulting in a lack of housing and care options.

These service gaps result in very real costs for our healthcare system, justice system, police and others – costs which could be lowered substantially by investing in highly supportive housing. Through a capital investment of \$12 million and annual operating investment of \$3 million, it is anticipated that the highly supportive housing project will have a high return on investment through interministerial savings (homelessness, acute care, policing, justice system).

Cabinet Members at Niagara week showed interest in further understanding these potential savings, and asked Niagara to provide further details to support the value for money proposition supporting investment in highly supportive housing to mitigate the impacts of homelessness across our communities. The attached Interministerial Return on Investment Placemat details the rate of the return various Ministries could expect.

The placemat has been shared with the Ministry of Health, the Ministry of Long-Term Care, the Ministry of Municipal Affairs and Housing and Ministry of the Attorney General.

Respectfully submitted and signed by

Henri Koning, MHSc
Commissioner, Community Services

Appendices

Appendix 1 Interministerial Return on Investment Placemat

Highly Supportive Housing

A cost-effective investment to address chronic homelessness



Why Highly Supportive Housing?

People experiencing chronic homelessness with complex needs often cycle through emergency shelters, hospitals, police interactions and other crisis-based services.

Highly supportive housing:

- Stabilizes individuals
- Reduces public system pressures
- Improves community well-being

Chronic Homelessness

Homelessness is considered chronic once someone has been unhoused for six of the last 12 months, or for 18 months in the last three years.



25 units in specially designed buildings



Access to **24/7** on-site services



Team-based care



Health and social support



It costs less to house someone than to keep them homeless

Cost of Status Quo - Daily costs



\$100-\$120

Shelter bed cost per day in Niagara region



\$432

Emergency department visit cost at Niagara Health hospitals¹



\$1,470

Hospital inpatient bed stay cost at Niagara Health hospitals²



\$367

Incarceration cost³



\$260 per day

Top 25 users of the system who experience homelessness in Niagara

6,739 nights

spent in Niagara's emergency shelters in 2024
\$0.8 Million

1,098 visits

to the emergency department in 2024
\$0.5 Million

1,902 nights

spent in hospital in 2024
\$2.8 Million

\$4.1 Million+
spent in 2024⁴

\$2.37 Million
per year for a
25-unit program



The Ask:

\$7,117,500

annual cross-ministerial investment

for three highly supportive housing programs (75 units) is needed urgently.



Why Now?

- Since 2020, chronic homelessness has grown **20 per cent** per year on average in Niagara region
- Niagara Health’s costs of serving individuals experiencing homelessness within their emergency departments and inpatient units increased by **48 per cent** from 2023-2024 to 2024-2025
- There are growing public concerns about visible homelessness and community safety

A recent assessment shows Niagara requires 237 units of highly supportive housing to meet local need.

We are Ready to Partner



Highly Supportive Housing is the answer

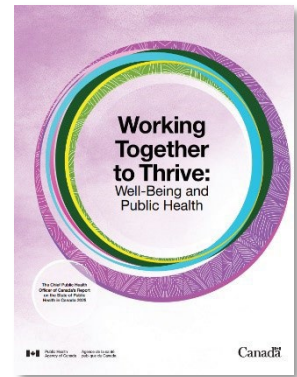
- Provides individuals with stability and dignity
- Frees up hospital and shelter resources
- Mitigates physician and staff burnout, and impacts on quality of care
- Reduces burden on emergency responders
- Decreases visible homelessness
- Increases community safety and retains local businesses

1 Niagara Health Rate Schedule, effective June 1, 2025, for emergency and clinic visits for uninsured residents of Ontario, plus an average of other fees billed separately.
2 Niagara Health Rate Schedule, effective June 1, 2025, for acute or chronic ward inpatient costs per day, for uninsured residents of Ontario.

3 StatsCan, 2022/2023, average daily inmate costs across provincial and federal correctional facilities
4 These costs do not include the use of emergency services (police, EMS), urgent mental health or addictions supports, emergency food programs, etc.

The Chief Public Health Officer of Canada's Report on the State of Public Health in Canada 2025

Working Together to Thrive: Well-Being and Public Health



Dr. Theresa Tam's final report as Chief Public Health Officer (CPHO) of Canada, [Working Together to Thrive: Well-Being and Public Health](#) builds on themes from previous reports and speak to the overall purpose of public health to achieve optimal health and well-being for all people in Canada.

What is Well-Being?

The World Health Organization (WHO) defines well-being as a “positive state experienced by individuals and societies”. Well-being is a multidimensional goal and approach focused on:

- Creating the conditions for people to thrive on a healthy planet, for both current and future generations.
- Balancing health, social, economic, and environmental priorities through whole-of-society action.
- First Nations, Inuit and Métis perspectives which are integral to understanding well-being in Canada. Indigenous knowledge systems have been developed over millennia and emphasize collective, intergenerational well-being rooted in relationships with family, community, land, and spirit.

Well-being and Health. Why now?

- Although many people in Canada enjoy a high quality of life, recent years have brought significant challenges, like climate change, COVID-19, and cost of living
- No one community or sector can meet these challenges alone - we need new and stronger ways of working together
- Well-being has momentum as a unifying goal, creating new opportunities for public health to work across sectors to achieve shared goals
- Action on the conditions for well-being will improve health for all

Bringing Public Health and Well-Being Together

Health and well-being are inherently connected. Good health contributes to overall well-being, and the conditions that support well-being are also the conditions for population health and health equity.

- Well-being frameworks emphasize co-benefits and intersectoral action.
- Public health has the mandate, evidence, and tools to improve health outcomes. This means public health can be well-positioned to lead intersectoral well-being initiatives that focus on generating co-benefits.
- Many existing well-being initiatives led by non-health sector leaders have buy-in from diverse partners. For these, public health can be a key contributor.

The Way Forward

To apply well-being approaches to public health:

- Mobilize intersectoral partnerships through well-being frameworks
- Promote positive outcomes through strengths-based framing
- Foster the well-being of future generations and the planet



To contribute to well-being through public health:

- Leverage knowledge on the social and structural determinants of health and well-being
- Measure and monitor well-being inequities
- Advance intersectoral action
- Collaborate with First Nations, Inuit, and Métis Peoples

A Call For Action

“This is a transformative task, and not an easy one. Breaking down silos, building trusting relationships, transforming conditions, and evaluating the impacts will take time and unwavering commitment. Future generations are relying on us to stand up to this challenge.”

Dr. Theresa Tam, Canada's former Chief Public Health Officer

For more information or to collaborate on mobilizing CPHO reports in your community we invite you to reach the Public Health Agency of Canada’s Ontario Regional Office at email phckm-cspgs-ontario@phac-aspc.gc.ca

Suite of Reports by Dr. Theresa Tam, Chief Public Health Officer of Canada 2017-2025

Reports from the Chief Public Health Officer

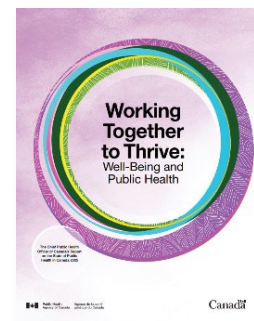
The [Public Health Agency of Canada Act](#) requires that the Chief Public Health Officer (CPHO) submit an annual report to the Minister of Health on the state of public health in Canada. These reports are on critical public health topics.

All of the CPHO's reports are evidence-based and involve extensive partner and stakeholder engagement, collaboration, and reviews. They provide in-depth insight on critical public health topics, supported by the most up-to-date data and synthesis of current natural and social sciences. They also provide a way forward to improve the health of Canadians.

A dashboard of public health indicators is also updated regularly as part of the CPHO's annual reporting on the [health of people in Canada](#).

Annual reports are accompanied by companion documents and resources produced by the Chief Science Officer (CSO) to bridge the science-to-policy gap and stimulate further scientific activity and research.

The 2025 CPHO of Canada report [Working Together to Thrive: Well-Being and Public Health](#) is Dr. Theresa Tam's final report and builds on themes from previous reports and speaks to the overall purpose of public health to achieve optimal health and well-being for all people in Canada.

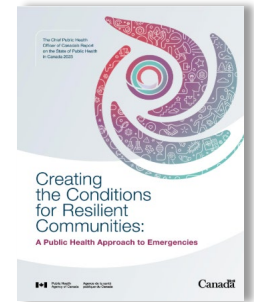


Chief Public Health Officer of Canada's Report on the State of Public Health in Canada 2024: Realizing the Future of Vaccination for Public Health

Vaccination is a critical tool to help protect the health of people in Canada. This report highlights the past and present role of vaccines in population health and presents a vision for an ideal future of vaccination in Canada. It builds on themes of equity, intersectoral approaches, and community engagement from previous annual CPHO reports.

Chief Public Health Officer of Canada's Report on the State of Public Health in Canada 2023: Creating the Conditions for Resilient Communities: A Public Health Approach to Emergencies

From COVID-19 to extreme weather events, emergencies are becoming a part of our daily lives. This report explores the inequitable health impacts of emergencies. It highlights opportunities for public health to contribute to emergency management through the essential public health functions, particularly health promotion approaches that can support equity and resilience.



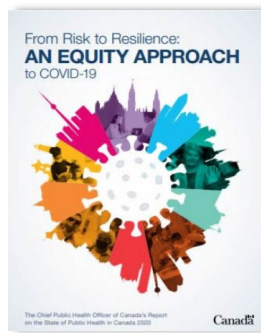
Chief Public Health Officer of Canada's Report on the State of Public Health in Canada 2022: Mobilizing Public Health Action on Climate Change in Canada

Climate change is already affecting the health of people living in Canada. This report focuses on the impacts of climate change in Canada and the role that public health systems can play in taking climate action. It builds on the 2021 CPHO Annual Report by presenting the possibilities of what a strengthened and resilient public health system can do in the face of complex and urgent public health challenges.

Chief Public Health Officer of Canada's Report on the State of Public Health in Canada 2021: A Vision to Transform Canada's Public Health System

The COVID-19 pandemic is the biggest public health crisis we have faced in a century. This report describes the impacts of the COVID-19 pandemic and provides a forward-looking vision to transform Canada's public health system, in order for it to excel and be better prepared for the next public health crisis.





Chief Public Health Officer's Report on the State of Public Health in Canada 2020: From risk to resilience – An equity approach to COVID-19

This report describes the heavy toll that the COVID-19 pandemic had on Canadian society, both directly and through the steps taken to mitigate its effect. Through this challenging time, there was incredible collaboration across sectors and between individuals, community organizations, businesses, governments and scientists. This report suggested opportunities to build on this collaboration to strengthen our nation's preparedness for future public health emergencies. In doing so, we can build a stronger society for all Canadians.

Chief Public Health Officer's Report on the State of Public Health in Canada 2019: Addressing Stigma - Towards a More Inclusive Health System

By and large, we are a healthy nation. We can be proud of Canada's health and social systems that contribute to this status. From this position of strength, we have an even greater opportunity to lead the world in health status and to ensure all Canadians can achieve optimal health. This annual report provides a snapshot of key public health trends and shines a light on one of the drivers of health inequities: stigma.



Chief Public Health Officer of Canada's Spotlight Report 2019: Preserving Antibiotics Now and Into the Future

While not a CPHO annual report, this Spotlight report by Dr. Theresa Tam shines light on the importance of using antibiotics responsibly in human medicine. Discover how unnecessary antibiotic use contributes to antibiotic resistance, why unnecessary use sometimes happens, and what we can do about it.

Chief Public Health Officer's Report on the State of Public Health in Canada 2018: Preventing Problematic Substance Use in Youth Report

There will never be just one answer to this ever-shifting issue of problematic substance use. In Canada, we address substance use across all areas of potential action: prevention, harm reduction, treatment and recovery. Dr. Tam's aim with this report is to draw attention to the central role of prevention. As important initiatives like the Canadian Drugs and Substances Strategy advance, this report can help to inform these collective efforts to prevent substance use from becoming problematic.



Chief Public Health Officer's Spotlight on Eliminating Tuberculosis in Canada

While not an annual CPHO report, this Spotlight report examines tuberculosis (TB) which is the epitome of inequity in public health; it is a social disease with a medical aspect.

Chief Public Health Officer's Report on the State of Public Health in Canada 2017 - Designing Healthy Living

Without being aware of it, our neighbourhoods and how they are built influence how healthy we are. Dr. Tam chose designing healthy living as the topic for her first report as Canada's Chief Public Health Officer because of the tremendous potential that changing our built environment has for helping Canadians live healthier lives.



For more information or to collaborate on mobilizing CPHO reports in your community we invite you to reach the Public Health Agency of Canada's Ontario Regional Office at email phckm-cspgs-ontario@phac-aspc.gc.ca



December 22, 2025

SENT ELECTRONICALLY

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

Regional Municipality of Niagara
Town of Niagara-on-the-Lake

RE: Authorization to enter into a Licence of Occupation Agreement with Parks Canada – Niagara Shores Park

Please be advised that the following resolution was passed at NPCA's Full Authority Meeting on December 19, 2025:

Resolution No. FA-143-2025

Moved by: Robert Foster

Seconded by: Donna Cridland

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

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

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

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

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

CARRIED

A copy of Report No. FA-61-25 and associated appendices has been attached for your convenience.

Sincerely,

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

Report To: Board of Directors

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

Report No: FA-61-25

Date: December 19, 2025

Recommendation:

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

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

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

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

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

Purpose:

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

Background:

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

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

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

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

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

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

Discussion:

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

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

Opportunities

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

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

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

Risk Assessment

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

Outlook

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

Next Steps

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

Financial Implications:

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

Links to Policy/Strategic Plan:

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

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

Related Reports and Appendices:

Appendix 1: Lakeshore Properties and Battlefield of Fort George Map

Appendix 2: Licence of Occupation

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

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

Co-Authored by:

Original Signed by:

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

Original Signed by:

Eric Baldin, BES, MES
 Manager, Land Planning

Original Signed by:

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

Reviewed and Submitted by:

Original Signed by:

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



THIS LICENCE OF OCCUPATION made this day of , 2025.

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

OF THE FIRST PART,

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

OF THE SECOND PART.

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

ARTICLE 1.00 DEFINITIONS

1.01 In this Licence of Occupation:

- (a) “Applicable Environmental Law” means:
 - (i) all applicable statutes and regulations, and all by-laws, declarations, policies, directives, plans, approvals, requirements, guidelines, standards and orders made pursuant thereto by any competent authority concerned with any analysis of environmental impacts, protection or remediation, health, chemical use, safety or sanitation; and
 - (ii) the applicable common law;

- (b) “*Bankruptcy and Insolvency Act*” means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;

- (c) “*Companies Creditors Arrangement Act*” means *Companies Creditors Arrangement Act*, R.S.C. 1985, c. C-36;

- (d) “Contaminant” means any toxic, dangerous or hazardous substance or material as targeted by Applicable Environmental Law that, when released into an environment in concentrations exceeding in situ natural occurrence levels, poses or is likely to pose immediate or long-term hazard to human health or safety, the environment, or the normal conduct of business.

- (e)“Lakeshore Properties” means hectares of land along the South shore of Lake Ontario in Niagara-on-the-Lake, known locally as the Lakeshore Road properties in the province of Ontario
 - (f) “Licence” means this Licence of Occupation;
 - (g)“Minister” means the Minister of the Environment or such Minister designated by the Governor in Council as the Minister for the purposes of the *Parks Canada Agency Act*, or any person authorized to act in that behalf;
 - (h)“Parks Canada Agency” means the Parks Canada Agency, a body corporate established under section 3 of the *Parks Canada Agency Act*, S.C. 1998, c.31;
 - (i) “Structures” means any buildings, erections, structures, fixtures and improvements existing on or under the Land from time to time; and
 - (j) “Superintendent” means the Superintendent of the Niagara National Historic Sites or any person authorized to act in that behalf.
- 1.02 Any reference in this Licence to a statute, regulation, by-law, declaration, directive, policy, approval, requirement, standard or order means the statute, regulation, by-law, declaration, directive, policy, approval, requirement, standard or order now in force, as it may be amended, revised, consolidated or substituted from time to time.

ARTICLE 2.00 LICENCE FEE

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

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

ARTICLE 3.00 USE OF LAND

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

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

ARTICLE 4.00 ACCEPTANCE AND EXCEPTIONS

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

ARTICLE 5.00 TAXES AND OTHER CHARGES

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

ARTICLE 6.00 ENVIRONMENTAL PROTECTION

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

ARTICLE 7.00 DUTY TO MAINTAIN AND RIGHT OF INSPECTION

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

ARTICLE 8.00 SUBMISSION OF PLANS AND SPECIFICATIONS

- 8.01 (a) The Licensee shall submit, for the approval of the Superintendent:
- (i) plans and specifications of the Structures which the Licensee proposes to erect upon the Land;
 - (ii) a plan of the Land indicating thereon the proposed location of the Structures referred to in Article 8.01 (a) (i); and
 - (iii) a plan of the Land indicating thereon the proposed parking facilities, roadways and landscaping.
- (b) The plans and specifications referred to in Article 8.01 (a) shall be in accordance with but not limited to the current development review process, management plans, community plans, by-laws, guidelines, approvals, requirements, standards, orders, directives, policies and zoning that are applicable to the Land.
- (c) Upon approval by the Superintendent of the plans and specifications referred to in Article 8.01 (a), the Licensee shall obtain all necessary permits, licences and approvals and shall within one (1) year of the date of the issuance of all necessary permits, licences and approvals or such longer period of time as the Superintendent may deem warranted, complete the construction of the proposed Structures, the parking facilities, roadways and landscaping, including the remedying of any deficiencies.
- 8.02 If the Licensee proposes to make any construction additions or alterations to the Land including any Structures thereon or to construct any new Structures on the Land, then the Licensee shall submit its proposal together with plans and specifications of such construction, additions or alterations to the Superintendent for his approval in accordance with the current development review process at the Lakeshore Properties, and if the proposal and the plans and specifications therefore are approved by the Superintendent, such constructions, additions or alterations will be completed within such reasonable time as the Superintendent may allow and the Licensee shall maintain such construction, additions or alterations in a good state of maintenance and repair.
- 8.03 With respect to any constructions, additions or alterations to the Land including any Structures thereon pursuant to Articles 8.01 and 8.02, the Licensee shall, at the request of the Superintendent, obtain a performance bond and labour and material payment bond or other form of security, in a form and such amounts to be determined by the Superintendent. Such security shall remain in full force and

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

ARTICLE 9.00 DESTRUCTION AND RECONSTRUCTION

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

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

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

ARTICLE 10.00 ALIENATION

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

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

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

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

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

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

ARTICLE 11.00 LIABILITY AND INDEMNITY

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

ARTICLE 12.00 INSURANCE

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

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

ARTICLE 13.00 REMOVAL OF IMPROVEMENTS

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

ARTICLE 14.00 CONDITION OF THE LAND UPON EXPIRATION OR TERMINATION

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

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

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

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

ARTICLE 15.00 DEFAULT AND TERMINATION

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

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

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

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

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

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

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

- 15.03 Termination of this Licence pursuant to any of the provisions herein shall be wholly without prejudice to the right of His Majesty to recover arrears of the annual Licence Fee or any other right of action by His Majesty in respect of any antecedent breach of covenant or other provision herein contained, and the rights shall survive the termination of this Licence, whether by act of the parties or by operation of law.
- 15.04 The Licensee or His Majesty may, by notice in writing, submit notice of termination of this License to the other party without prejudice, so long as notice be provided at least ninety (90) days prior to the annual collection of License Fees for the following year.

ARTICLE 16.00 OFFICIAL LANGUAGES

- 16.01 The Licensee shall, endeavour:
- (a) to provide services to the public in both official languages of Canada; and
 - (b) to provide signs, notices and printed materials used for the purpose of informing the public in both official languages of Canada.
- 16.02 At the request of the Superintendent, the Licensee shall obtain the approval of the Superintendent prior to the display or distribution of the signs, notices and printed materials referred to in Article 16.01 (b).

ARTICLE 17.00 DISPUTES

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

ARTICLE 18.00 MISCELLANEOUS

- 18.01 Any notice, request or other communication required by or affecting this Licence may be served upon the parties hereto by sending it by mail, electronic mail, personal service, or any other technology-based system (provided the technology-based system yields a hard copy), postage or charges prepaid addressed to:
- in the case of His Majesty
Minister of the Environment
c/o the Superintendent
Southwestern Ontario Field Unit
440 King Street
Niagara-on-the-Lake
Ontario L0S 1J0
- and
- in the case of the Licensee
Niagara Peninsula Conservation Authority (NPCA)
c/o Manager, Land Planning

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Licence.

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

Witness

Field Unit Superintendent
Southwestern Field Unit
Lakeshore Properties

Niagara Peninsula Conservation
Authority

Signature

Print name

—

Title

Signature

Print name

Title

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Schedule “A”
Land



Schedule “B” Operational Requirements

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

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



January 08, 2026

In This Issue:

- Now Hiring: 2026 AMO Policy Intern!
- Last chance to submit your municipal Impact Stories!
- Register for the ROMA Conference now to save time and money.
- New year, new skills: Crisis Communications and Navigating Conflict Relationships.
- Lead Where You Live - A Guide to Running for Municipal Council.
- More Dates! Free workshop series for those seeking re-election & first-time candidates.
- Free Workshop: Everything You Need to Know as an Underrepresented Candidate.
- Blog: Risk Management Trends to Follow in 2026.
- Freedom of Information and Privacy Program Management.
- Sewer & Water Line protection for local homeowners.
- Invitation to participate: Public Service Motivation Study.
- Municipal Student Survey.
- Careers.

AMO Matters

AMO is seeking our 2026 Policy Intern to support AMO's policy development, advocacy and strategic initiatives activities. If you want to provide leadership influencing public policy to advance municipal goals and priorities. Share with your networks, [applications close January 16th, 2026](#).

AMO is developing a public affairs campaign to showcase the people and impact behind municipal work across Ontario – and we want to feature your career profile. From frontline roles to leadership, we want to show what it takes, and who it is, that keeps municipalities running. If you're interested in getting involved or learning more, visit the [Impact Story Submission Guide](#) or email workforce@amo.on.ca.

Education Opportunities

The ROMA 2026 Conference is the perfect way for Ontario's rural leaders to start the year and to join your colleagues for key education and advocacy opportunities. [Register](#) by 4:00PM EST Monday, January 12 to access regular registration rates and save yourself time on-site.

To be more confident in times of crisis and feel comfortable managing local, national, digital and social media to get your message heard, this one's for you. Join this 2 half-day course to learn how to manage all aspects of crisis communications during an emergency. [Register here to save your spot.](#)

Gain skills in building collaborative relationships and negotiating difficult ones. This 2 part, interactive workshop will explore the constructs, traps and pitfalls of conflict relationships, and how to approach, plan and execute relationships successfully. [Register here to save your spot.](#)

The [Lead Where You Live Resource](#) provides key information for anyone running in the 2026 municipal election. This guide will introduce you to some of the key steps in that process. It will also give you a sense of what life is like as an elected member of a municipal council.

If you missed *AMO's Healthy Democracy Leadership Series: Stronger Leaders, Stronger Communities* workshop registration, we are offering more dates to register. It's designed to equip you with the tools, resilience, and confidence to meet the challenges of the political landscape head-on. It's offered at no charge in two streams: first time candidates, and those considering re-election in 2026. [Full details and registration information here.](#)

AMO's [Running for Municipal Office - Everything You Need to Know as an Underrepresented Candidate](#) 90 minute free workshop provides useful insights and strategies to support you in getting your name on the ballot. While this workshop focuses on individuals from underrepresented communities, all are welcome to participate.

LAS

Economic uncertainty, accelerating climate impacts, and the rapid evolution of technology are reshaping how organizations prepare for and respond to risk. Read what trends to follow in 2026 in our [latest blog by ClearRisk](#).

The [LAS FOI and PIA service](#) offered through Vayle will help fulfill FOI requests by ensuring all requirements are covered as mandated by legislation and directives; and help guide your workflow through intake to approval.

The LAS endorsed Sewer & Water Line Warranty service, offered through SLWC, helps residential property owners avoid expensive repair costs for clogs, leaks, and breaks to the water and sewer lines running from their home to the municipal connection. [Learn how your municipality can offer this](#) optional service to your residents.

Municipal Wire*

Dr. Dominika Wranik, Professor and Associate Dean (Research) in the Faculty of Management at Dalhousie University is conducting a 15–20 minute anonymous survey of Canadian public servants examining workplace experiences, motivation, and wellbeing during times of change. Participants may enter a \$300 prize draw. [Click here to take the survey.](#)

AMO is partnering with the University of Waterloo's Work-Learn Institute to better understand how municipalities can more effectively attract and retain the next generation. If you've supervised a student – or know someone who has – please forward them this short, [anonymous survey](#) to share their experiences. If you have any questions, please contact WGardiner@amo.on.ca.

Careers

[Asset Management Analyst - City of Belleville](#). Closing Date: January 9, 2025.

[Chief Administrative Officer \(CAO\) - Municipality of Kincardine](#). Closing Date: January 17, 2025.

[Manager, Homelessness Services - County of Simcoe](#). Closing Date: January 19, 2026.

[Director, Community Partnerships, Policy and Business Intelligence - County of Simcoe](#). Closing Date: January 23, 2026.

[Legal and Real Estate Coordinator - King Township](#). Closing Date: January 22, 2026.

[Policy Coordinator - King Township](#). Closing Date: January 23, 2026.

[Procurement Specialist - King Township](#). Closing Date: January 19, 2026.

[Human Resources Assistant - King Township](#). Closing Date: January 23, 2026.

About AMO

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](#) on Twitter!

AMO Contacts

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[Municipal Wire, Career/Employment and Council Resolution Distributions](#)
