

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made as of the ____ day of _____, 2023 (the “**Effective Date**”).

BETWEEN:

THE CORPORATION OF THE REGION OF PEEL
(hereinafter, “**Participating Municipality**”)

AND:

CREDIT VALLEY CONSERVATION AUTHORITY
(hereinafter, “**CVC**”)

WHEREAS CVC is a conservation authority established under the *Conservation Authorities Act*, R.S.O. 1990, c C.27 (the “**Act**”) providing programs and services that further the conservation, restoration, development and management of natural resources in its watersheds;

AND WHEREAS the Participating Municipality is a upper-tier municipality, located wholly or partly within the area under the jurisdiction of CVC, and is designated as a "participating municipality" under the Act;

AND WHEREAS in carrying out its mandate under the Act, CVC is required to provide mandatory programs and services (Category 1) including but not limited to programs and services related to understanding and addressing the risks of natural hazards, flood forecasting and warning, drought or low water response, ice management, water control and erosion control infrastructure, providing technical comments on applications under prescribed acts including the *Planning Act*, R.S.O. 1990, c P.13, conservation and management of its lands, fulfilling its duties, functions and responsibilities to administer and enforce the provisions of Parts VI and VII of the Act and any regulations made under those Parts, and associated enabling corporate services;

AND WHEREAS in carrying out its mandate under the Act, CVC provides requested, non-mandatory programs and services (Category 2) to participating municipalities within its jurisdiction including but not limited to natural hazards planning and risk management, lands and conservation areas, watershed studies and strategies, environmental resilience, and associated enabling corporate services;

AND WHEREAS under the Act, Category 1 programs and services are to be funded through the budget and apportionment process in accordance with the applicable regulations;

AND WHEREAS under the applicable regulations, Category 1 operating expenses and capital costs may be included in the apportionment and provided without a memorandum of understanding or agreement;

AND WHEREAS under the Act, Category 2 programs and services requested by municipalities may be provided under a memorandum of understanding (“**MOU**”) or such other agreement in

respect of the programs and services;

AND WHEREAS under the applicable regulations, Category 2 operating expenses and capital costs may be included in the apportionment under a memorandum of understanding or other agreement, and the operating expenses and capital costs shall be apportioned, in their entirety, to the participating municipality that requested the programs and services;

AND WHEREAS under the Act, Category 2 programs and services may be provided at the request of participating municipalities, outside of the budget and apportionment process, through a memorandum of understanding, or such other agreement as may be entered into with the municipality, in respect of the programs and services;

AND WHEREAS the Act requires such memorandums of understanding or other agreements to be reviewed at regular intervals and to be made available to the public, subject to certain exemptions;

AND WHEREAS this memorandum of understanding sets out the principles, terms and conditions governing the delivery of Category 2 programs and services funded by the Participating Municipality through the budget and apportionment process;

AND WHEREAS on June 6th, 2023 the Province of Ontario passed Bill 112, The Hazel McCallion Act (Peel Dissolution), 2023 which shall dissolve The Regional Municipality of Peel effective January 1, 2025, and the City of Mississauga, the City of Brampton and the Town of Caledon are continued as single tier municipalities;

AND WHEREAS on June 8th, 2023 Regional Council passed Resolution 2023-455 endorsing a set of principles to manage the transition under Bill 112 to provide direction on existing Regional workplans, including initiatives to pursue the Climate Change Emergency Master Plan.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration the sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. This MOU shall commence on the Effective Date and shall continue until December 31, 2024.
2. This MOU shall be reviewed by staff for completeness and accuracy on behalf of the parties on an annual basis as part of the budget and apportionment process.
3. In the event of a dispute arising from the interpretation or operation of this MOU, it will be referred to the parties' representatives who will use their best efforts to resolve the matter amicably. If such negotiation fails, the parties intend to refer the matter to the parties' Chief Administrative Officers for resolution. The parties understand that no dispute will be referred to any court, tribunal, arbiter, or any other binding forum or process.

4. When preparing its annual budget, CVC shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations, including preparation of a draft budget, consultations with participating municipalities, votes to approve the apportionment, and preparation of the final budget.
5. CVC shall identify Category 2 programs and services, such Category 2 programs and services being set out in Schedule “A” to this MOU, in the budget, and shall comply with the prescribed methods of apportionment, including the MCVA apportionment method (the ratio that the participating municipality’s modified current value assessment bears to CVC’s modified current value assessment) and the benefit-based apportionment method (the benefit that each participating municipality obtains from the program or service to which the operating expense or capital cost is related), or where permitted in accordance with the applicable regulations, by agreement.
6. Where Category 2 services are included in the budget process and apportionment, CVC shall apportion the appropriate operating expenses and capital costs to the participating municipality that requested the programs and services.
7. Where Category 2 services are requested and procured outside of the budget process, and not included in the apportionment, the following principles, terms and conditions shall govern the delivery of Category 2 programs and services requested by the Participating Municipality:
 - a. Subject to complying with procurement and purchasing policies, the Participating Municipality will give due consideration to CVC when procuring services related to CVC’s mandate and areas of expertise.
 - b. the Participating Municipality’s standard form of purchase order and procurement agreements will be used for the delivery of municipally requested programs and services.
 - c. CVC will maintain such insurance policies as required by the Participating Municipality in respect of the delivery of programs and services provided outside of the budget process pursuant to this MOU.
 - d. CVC will retain all financial and project records in connection with the programs and services for audit purposes by the Participating Municipality for no less than seven years.
8. Category 1 programs and services shall be provided be in accordance with any standards and requirements that may be prescribed pursuant to subsection 21.1(3) of the Act. Category 2 programs and services provided shall be in accordance with any standards and requirements, and any terms and conditions, that may be prescribed pursuant to subsection 21.1.1(4) of the Act.

9. Where Category 2 programs and services funded by the Participating Municipality involve user fees, such fees shall be imposed in accordance with CVC'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 CVC and the Participating Municipality.
10. The Region may assign without consent of the CVC to its successor(s) in accordance with the Hazel McCallion Act (Peel Dissolution), 2023. The Region shall have the right to assign or otherwise transfer this Agreement in whole or in part, including all or any portion of the Region's rights, benefits and obligations therein, to any one or more person, corporation or other entity (each an "Assignee"). Upon the assumption by an Assignee of the Region's obligations under this Agreement, the Region shall be released from its obligations arising under the Agreement.
11. The Participating Municipality and CVC will continue to work together to identify opportunities for further collaboration to the benefit of both parties and ensure efficiency, transparency and accountability in the use of public sector resources.
12. This MOU shall be made available to the public in accordance with the Act and any applicable regulations.
13. This MOU 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. The parties may sign this MOU by means of electronic signature and deliver this MOU by electronic transmission.

IN WITNESS WHEREOF, the parties have entered into this MOU as of the Effective Date.

**CREDIT VALLEY
CONSERVATION AUTHORITY**

Per: _____
Name: Quentin Hanchard
Title: Chief Administrative Officer

Per: _____
Name: Tom Adams
Title: Chair, CVC Board of Directors

THE CORPORATION OF THE REGION OF PEEL

Per: _____
Name:
Title:

Per: _____
Name:
Title:

DRAFT

Schedule A

Municipally requested (Category 2) programs and services
from Credit Valley Conservation's Inventory of Programs and Services, Version 2, March 10, 2023

Program/Service Name	Description/Rationale
Watershed and Subwatershed Planning	Plans which characterize the land use, stressors, and water resource and natural systems of the study area (Credit River Watershed or subwatersheds). These plans also provide analysis based on stressor and mitigation scenarios, as well as recommend implementation actions to meet study goals and objectives. Identification, prioritization and quantification of multi-flood hazard and climate-related risks and cost-benefit analysis of management options.
Natural Heritage and Ecological Monitoring and Inventory	Ecological monitoring and inventory outside of Conservation Authority land. Information and mapping used to support watershed and subwatershed studies and municipal planning and natural heritage system management. Assessing vulnerability of natural heritage features (e.g., woodlands, wetlands) and developing approaches to help the natural heritage system adapt to the effects of climate change. Provides technical and administrative supervision of crews working on the Region of Peel Green Infrastructure Inventory and Condition Assessment for natural assets. Information will inform State of Infrastructure Report and an Invasive Species Strategy for the Region of Peel. Coordination of the Peel Urban Forest Strategy refresh. Ecohydrologic monitoring and analysis to improve our understanding of ecologic-hydrologic relationships to inform natural hazard and natural heritage management and support Regional Well development and management in vicinity of Inglewood. Support to the Peel Monitoring and Measures Report. Input to watershed studies, plans, and contributions to restoration monitoring.
Climate Change Risk Management	Development of risk assessment/management methodology, identification of priority vulnerabilities of multi-flood and erosion hazards, social vulnerabilities and risks to natural and built infrastructure/properties, cost-benefit analysis, prioritized response actions and development of corporate mitigation and adaptation policies and plans. Tracking and documentation, implementation, predicted maintenance frequency of SWM ponds, flood performance of natural/green infrastructure, account for GHG supply chain and carbon sequestration of grey/green/nature-based solutions. Specific Peel Priority Projects include: Flood Risk Assessment, Overland Flood Assessment, Delineation of Peel owned stormwater ditches, support for DMAF applications.
Integrated Water Management Science	Provision of stormwater management services such as infrastructure inspections, condition assessments, in-field evaluations, design review and climate change risk modelling to support municipal priorities towards advancing stormwater planning, design, operation & maintenance, and life cycle management to satisfy asset management requirements. Development of monitoring plans and delivery of monitoring services to fulfill provincial environmental compliance approval requirements for Peel municipalities. Development and delivery of training, guidance, and knowledge transfer in collaboration with integrated water management implementation programs.
Modelling and Analysis	Targeted investigations and local scale modelling including water balance, erosion, and water quality assessments to support management strategies for flooding, natural hazards, and climate resilience, analysis and communication of results. In partnership with the University of Toronto, TRCA and the City of Brampton, examining a suite of SWM ponds through the City of Brampton to determine the cumulative thermal impact on receiving watercourses and pond performance.
Real-time Water Quality Monitoring	Operation of a network of real-time water quality stations monitoring key water quality parameters; data analysis; communication of results to support watershed management.

Appendix II
Update on Memoranda of Understanding (MOU) related to the Conservation Authorities 2024 Budget
Credit Valley Conservation MOU

Natural Assets and Ecosystem Services	Development of methods, guidelines and tools on natural asset management and ecosystem services assessments to address municipal requests and assist CVC and external partners in natural asset planning, management, and restoration. Providing input and leading data analysis and the State of Infrastructure report writing for Region of Peel Natural Green Infrastructure Inventory and Condition Assessment for natural assets on Region of Peel properties. Working in partnerships with municipalities to help them to meet regulatory requirements with respect to natural assets and climate change.
Enhanced Flood Plain Mapping Services	Additional services to support expedited flood plain mapping.
Application Review other than natural hazards	Input to the review and approval processes under other applicable law, (e.g., Environmental Assessment Act, Drainage Act, Aggregate Resources Act, Niagara Escarpment Planning and Development Act proposals) with comments principally related to non-natural hazard related matters (as per plan review MOUs with municipal partners).
Plan Review other than natural hazards	Technical information and advice on non-natural hazard related matters to municipalities on circulated municipal land use planning applications - as per MOUs (Official Plan and Zoning By-law Amendments, Subdivisions, Consents, Minor Variances). Input to municipal land-use planning and strategic documents (OP, Comprehensive ZB, Secondary plans, subwatershed studies, natural heritage system strategies, parks and open space master plans, etc.) related to non-natural hazard matters.
Public Engagement, Education, and Stewardship	Programs and services to engage, educate, and coordinate environmental stewardship programs on CA lands. Includes implementation of CA management plan and watershed plan recommendations, youth outdoor education programs, public volunteer and stewardship events in CAs, Conservation Youth Corps, as well as site planning, monitoring and assessment for stewardship projects on CA lands.
Land Management, Operation and Maintenance non-CA lands	Management, operation and maintenance of non-Conservation Authority Lands (e.g., Ontario Heritage Trust properties). Including programs and services to maintain facilities and other amenities that support public access.
Community Engagement and Stewardship	Programs and services to engage, educate, and coordinate environmental stewardship programs on municipal and public lands with municipal partners. Includes Sustainable Neighbourhood Action Program (SNAP) implementation, public volunteer and stewardship events on municipal lands in partnership with municipalities, Conservation Youth Corps, as well as site planning, monitoring and assessment for stewardship projects on public lands.
Landowner Engagement and Stewardship	Engagement with urban, rural, and agricultural landowners to promote private land stewardship, provide project advice, design and implementation assistance to property owners. Implementation of watershed plan and Sustainable Neighbourhood Action Program (SNAP) priority stewardship recommendations. Includes management and implementation of Peel Rural Water Quality Program, Wellington-Dufferin Rural Water Quality Program, ALUS program, and Greening Corporate Grounds.
Restoration and Stewardship Private Lands	Implementation of terrestrial and aquatic restoration projects on private lands and supporting landowner engagement, education, and stewardship programs. Includes delivery of forestry services (tree nursery, planting and woodlot management); provincial, federal, ALUS-sponsored wetland restoration projects; and on-line dam removal and riparian restoration.
Integrated Water Management Implementation	Programs providing training and technical expertise to government partners, the development community, and landowners to achieve wide-scale implementation of green infrastructure (GI), integrated water management (IWM), and pollution prevention (P2) initiatives.
Sustainable Neighbourhoods Action Program	Neighbourhood-scale action planning, municipal and stakeholder engagement, and implementation of watershed, sub-watershed, and municipal priorities for urban renewal and climate action.