



**GANARASKA REGION
CONSERVATION AUTHORITY**

**MEMORANDUM OF UNDERSTANDING
FOR PROGRAMS & SERVICES**

*Clean Water, Healthy Land
For Healthy Communities*

MEMORANDUM OF UNDERSTANDING FOR PROGRAMS AND SERVICES ("MOU")

This MOU dated the 1st day of February, 2024.

BETWEEN:

Ganaraska Region Conservation Authority
(hereinafter called the "Ganaraska Conservation")

– and –

The Regional Municipality of Durham
(hereinafter called the "Participating Municipality")

Hereinafter referred to as the "Parties" when referenced collectively.

WHEREAS Ganaraska Conservation is a conservation authority established under the *Conservation Authorities Act*, R.S.O. 1990, c. C.27 (the Act) and is governed by its members appointed by Participating Municipalities in accordance with the Act;

AND WHEREAS the Participating Municipality is a municipality, located wholly or partly within the area under the jurisdiction of Ganaraska Conservation, and is designated as a Participating Municipality under the Act;

AND WHEREAS in carrying out its mandate under the Act, Ganaraska Conservation is required to provide mandatory programs and services (Category 1) set out under *Ontario Regulation 686/21*;

AND WHEREAS in carrying out its mandate under the Act, Ganaraska Conservation provides non-mandatory programs and services (Category 2) at the request of or on behalf of its Participating Municipalities within its jurisdiction;

AND WHEREAS in carrying out its mandate under the Act, Ganaraska Conservation provides non-mandatory programs and services (Category 3) that Ganaraska Conservation provides to manage and conserve the watershed;

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

AND WHEREAS under the applicable regulations, Category 1 operating expenses and capital costs may be included in the apportionment and provided without a MOU;

AND WHEREAS pursuant to the Act and Ontario Regulation 687/21, Ganaraska Conservation is required to enter into a MOU with the Participating Municipality in order for Ganaraska Conservation to apportion operating costs to the Participating Municipality to fund other services and programs (Categories 2 and 3) that are

requested by the Participating Municipality or that Ganaraska Conservation wishes to provide to further the purpose of the Act;

AND WHEREAS pursuant to the Act and Ontario Regulation 687/21, Ganaraska Conservation may establish a fee to be charged by Ganaraska Conservation for other programs and services;

AND WHEREAS the Parties recognize the need for, and the benefits of, entering into an MOU for the delivery of the other programs and services by Ganaraska Conservation;

AND WHEREAS the Parties continue to work together to identify opportunities for further collaboration to the benefit of both Parties while ensuring efficiency and accountability.

NOW THEREFORE, in consideration of the mutual covenants, conditions, considerations and payments herein contained, the parties hereto agree as follows:

1. Ganaraska Conservation agrees to provide the Participating Municipality with the programs and services outlined in the Inventory of Programs and Services (Categories 1, 2 and 3) attached hereto as Schedule "A", which shall identify the appointment method and assigned budget amount for each program and service.
2. The general levy, which is applied to Category 1, will be calculated annually using the current general levy subject to an annual increase as agreed to during budget deliberations. The appointment to the Participating Municipality shall be based on Current Value Assessment (CVA) data as provided by the Ministry. The general levy will be forwarded to the Participating Municipality annually under separate cover.
3. The programs and services outlined in the Inventory of Program and Services shall be paid quarterly in the calendar year, as per the following schedule:
 - 1st quarter – the later of: 30 days post budget approval, or April 1;
 - 2nd quarter – June 1;
 - 3rd quarter – September 1; and,
 - 4th quarter – December 1;

If any of the above dates fall on a weekend or holiday, the payment shall be provided on the next following business day.

4. Funding for special projects (i.e. not part of mandatory/levy programs) shall be approved by the Participating Municipality's Council through the annual budget

process and billed upon project completion and accountability of project costs, or other such terms as agreed to between Ganaraska Conservation and the Participating Municipality.

5. Where Category 2 and 3 programs and services are requested, all efforts will be made to include these in the annual budget. The Parties agree that funding requests for a program or service made outside the annual budget process will follow the Participating Municipality's approved policies and procedures, including but not limited to the Participating Municipality's Budget Management Policy and Procurement By-law, as amended.
6. The cost structure for the programs and services provided in Schedule A shall be based on the actual costs to Ganaraska Conservation of providing the programs and services.
7. The Participating Municipality agrees that Ganaraska Conservation may establish and charge a user fee for the programs and services outlined in Schedule "A", in accordance with Ganaraska Conservation's fee policy and fee schedules adopted pursuant to the Act, or otherwise in accordance with provisions set out in an agreement between Ganaraska Conservation and the Participating Municipality. Revenues generated through fees and charges and other revenue streams, shall be used to offset the apportioned value required to be paid by the Participating Municipality for the program and/or service in accordance with the Act.
8. The Participating Municipality will continue to support the current Inventory of Programs and Services in Schedule "A" throughout the term of this MOU. Further, Ganaraska Conservation shall submit a variance report by July 1st of each year that includes a summary of deferred revenue for all programs and services included in the apportionment, and the Parties will review unspent funding to determine opportunities to reallocate funding to other priority program and service areas on mutual agreement.
9. This MOU will be posted on Ganaraska Conservation's website to comply with the requirements under the Act.

Term of MOU

10. The MOU will be for a term of four (4) years commencing on the date of the signature by the last of the Parties of this MOU.

11. This MOU shall automatically review for an additional four (4) year term, on the same terms and conditions, unless either Party provides written notice of termination to the other Party at least sixty (60) days prior to the expiry of the current term.
12. The MOU shall be reviewed by the parties on an annual basis as part of the budget and apportionment process.
13. Either party may terminate all or any part of Schedule A of this MOU at any time upon delivering six (6) months written notice of termination prior to the following budget year.
14. Any notice to be given pursuant to this MOU shall be delivered in writing to the parties at the following addresses:
 - Ganaraska Region Conservation Authority 2216 County Road 28, Port Hope, ON L1A 3V8
 - Regional Municipality of Durham 605 Rossland Road East, Whitby, ON L1N 0B7
15. The MOU will terminate six (6) months after the date on which written notice of early termination is delivered to the parties.

Force Majeure

16. Neither Party shall be in default with respect to the performance or non-performance of the terms of this MOU resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) that could not reasonably have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority (other than by the Participating Municipality), plague, epidemic, pandemic, natural disaster, strike lock-out, inability to procure material, acts, laws, or regulations of government authority or other cause beyond the reasonable control of such Party and not caused by the act or omission of such Party, and the performance of such term or terms shall be extended for a period equivalent to the period of such delay.

Dispute Resolution

17. Ganaraska Conservation and the Participating Municipality shall negotiate in good faith in an attempt to settle any dispute between the parties in connection with this MOU in a timely manner. If a dispute cannot be resolved, the parties agree that the dispute shall be referred to senior management of the Parties (the Parties' respective Chief Administrative Officers or their designate), who shall meet to

attempt to resolve the dispute. If no resolution is obtained, the matter shall be referred to the Participating Municipality's Council.

SIGNED AND DELIVERED THIS 8th DAY OF February 2024.
GANARASKA REGION-CONSERVATION AUTHORITY

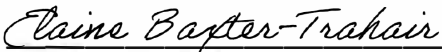
Per: 

Chair
I/we have the authority to bind the Corporation

Per: 

CAO/Secretary-Treasurer
I/we have the authority to bind the Corporation

SIGNED AND DELIVERED THIS 16 DAY OF February 2024.
THE REGIONAL MUNICIPALITY OF DURHAM

Per: 
Elaine Baxter-Trahair
Chief Administrative Officer/Clerk
I/we have the authority to bind the Corporation

Schedule "A"
Based on 2025 Approved Budget
Subject to Change Upon Approval of the Municipality's Budget

Regional Municipality of Durham

<u>Category 1</u>	Amount	Allocation
Support Services		
Natural Hazard Management Program	\$268,664.00	Based on Modified CVA
Local Water Quality Monitoring	\$128,947.00	Based on Modified CVA
Drinking Water Source Protection	\$ 5,255.00	Based on Modified CVA
Provincial Water Quality and Quantity Monitoring	Not Applicable	– Funded by Province
Clarington Floodline Mapping Update	\$ 41,100.00	Benefitting – Durham 50%
Sub Watershed Plans and Projects	\$ 18,510.00	Benefitting - Durham 100%
Conservation Authority Lands and Conservation Areas	Not Applicable	
Watershed Stewardship	\$274,914.00	Based on Modified CVA
	Not Applicable	– Self funded
<u>Category 2</u>		
Climate Change Strategy	\$ 30,000.00	Benefitting – Durham 100%
Watershed Report Card Update	\$ 15,000.00	Benefitting – Durham 100%
Watershed Monitoring	\$ 44,150.00	Benefitting – Durham 100%
Watershed Ecology	\$ 46,784.00	Benefitting – Durham 100%
Natural Heritage Mapping	\$ 35,258.00	Benefitting – Durham 100%
Clean Water – Healthy Lands Financial Assistance	\$ 20,000.00	Benefitting – Durham 100%
Greater Golden Horseshoe Conservation Authority Collaborative	\$ 2,500.00	Benefitting – Durham 100%
<u>Other Programs</u>		
Regional Land Management	\$ 37,000.00	Benefitting – Durham 100%