

This Memorandum of Understanding ("MOU") is made as of the 1st day of January, 2024 (the "Effective Date").

BETWEEN:

THE REGIONAL MUNICIPALITY OF DURHAM
(hereinafter, "Participating Municipality")

AND:

CENTRAL LAKE ONTARIO CONSERVATION AUTHORITY
(hereinafter, "CLOCA")

WHEREAS CLOCA is a conservation authority established under the *Conservation Authorities Act* ("Act") providing programs and services that further the conservation, restoration, development, and management of natural resources in its watershed;

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

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

AND WHEREAS in carrying out its mandate under the Act, CLOCA provides non-mandatory programs and services (Category 3) that CLOCA implements 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 an agreement;

AND WHEREAS under the Act, Category 2 programs and services provided at the request of or on behalf of its municipal partners are delivered under a memorandum of understanding or such other agreement, such as a procurement agreement;

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 annual budget and apportionment process, through a memorandum of understanding or individual procurement agreements;

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, including an exemption for procurement agreements;

AND WHEREAS this MOU sets out the principles, terms and conditions governing the delivery of Category 2 and 3 programs and services funded by the Participating Municipality through the budget and apportionment, or otherwise requested outside of the budget and apportionment process;

AND WHEREAS under the Act, Category 3 programs and services implemented by the CLOCA may be provided in accordance with the Act, within the budget and apportionment process, or otherwise requested outside of the budget and apportionment process;

AND WHEREAS under the Act and the Minister's Fee Classes Policy, the CLOCA may establish fees to be charged for the program or service where appropriate.

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 for four (4) years (the "Initial Term"). Thereafter this MOU shall continue for additional four (4) year periods (each a "Renewal 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 Initial Term or Renewal Term, as the case may be.
2. This MOU shall be reviewed by the parties on an annual basis as part of the budget and apportionment process.
3. When preparing its annual budget, CLOCA shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations, including preparation of a draft budget, consultation with the Participating Municipality, rules for voting to approve the apportionment, and preparation of the final budget.

4. CLOCA and the Participating Municipality shall identify and agree upon Category 1; applicable Category 2, and Category 3 services in the annual budget. The current inventory of program and services is attached hereto as Schedule 1, which may be modified through the annual budget process without further amendment of this MOU on agreement by the Parties. The inventory of program and services shall identify the appointment method and assigned budget amount for each program and service.
5. Where requested Category 2 services are included in the budget process and apportionment, CLOCA shall apportion the operating expenses and capital costs, in their entirety, to the Participating Municipality that requested the programs and services.
6. CLOCA shall submit a variance report by June 1st annually for the previous fiscal year that includes deferred revenue for all services included under Schedule 1 of the MOU. On an annual basis through the variance reporting process, CLOCA and the Participating Municipality will review unspent funding to determine opportunities to reallocate the funding to other municipal priorities.
7. Where Category 2 services are requested, all efforts will be made to include these in the annual budget. Should there be an exception to this, these funding requests 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.
8. Category 1 programs and services shall be provided in accordance with any standards and requirements that may be prescribed under 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 under subsection 21.1.1(4) of the Act.
9. Where Category 2 programs and services funded by the Participating Municipality involve user fees, such user fees shall only be imposed in accordance with CLOCA'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 CLOCA and the Participating Municipality.
10. The Participating Municipality and CLOCA 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.
11. This MOU shall be made available to the public in accordance with the Act and any applicable regulations.

12. 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.

13. All Category 1, Category 2 and Category 3 expenses agreed to as part of the budget process shall be paid quarterly in the calendar year, as per the following schedule:

- a. 1st quarter – the later of: 30 days post budget approval, or April 1;
- b. 2nd quarter – June 1;
- c. 3rd quarter – September 1; and,
- d. 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.

14. 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 CLOCA and the Participating Municipality.

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

CENTRAL LAKE ONTARIO CONSERVATION AUTHORITY

Per: Name: Chris Darling
Title: Chief Administrative Officer


Signature

Per: Name: Elizabeth Roy
Title: CLOCA Chair


Signature

THE REGIONAL MUNICIPALITY OF DURHAM

Per: Name: Elaine Baxter-Trahair
Title: Chief Administrative Officer


Signature

Program/Service

Item Subservice

Explanation of Subservice

Category

Funding Mechanism

Average Annual Cost

Explanation of Other Funding

1	Section 28-1 Permit administration and compliance activities	Reviewing and processing permit applications, associated technical reports, site inspections, communication with applicants, agents, and consultants. Legal expenses for regulations and compliance. Property enquiry	1	91% Self-Generated 5% General Levy 4% Provincial Grant	\$ 443,244	
2	Review under Other Legislation	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 natural hazards, wetlands, watercourses and Sec 28 permit requirements.	1	91% Self-Generated 5% General Levy 4% Provincial Grant	\$ 80,853	
3	Municipal Plan Input and Review	Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Consents, Minor Variances). Input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of MNRF (delegated to CAs in 1983)	1	91% Self-Generated 5% General Levy 4% Provincial Grant	\$ 410,335	
4	Flood Forecasting and Warning	Daily data collection and monitoring of weather forecasts, provincial & local water level forecasts and watershed conditions. Flood event forecasting. Flood warning and communications. Maintenance of equipment.	1	35% Provincial Grants 35% General Levy 15% Federal Grants 7% Special Levy 4% Donations	\$ 115,183	
5	Flood Plain Mapping	Data collection, analysis and identification of areas susceptible to riverine or coastal flooding to create mapping products to delineate flood-prone areas.	1	65% General Levy 15% Federal Grants 11% Local Municipal Funding 5% Special Levy	\$ 109,872	
6	Low Water Response	Conditions monitoring/analysis. Technical & administrative support to the Water Response Team representing major water users and decision makers, who recommend drought response actions.	1	100% General Levy	\$ 16,860	
7	Natural Hazards Technical Studies and Information Management	Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide spatial geographical representations of data. Includes Shoreline hazard studies	1	77% General Levy 10% Federal Grants 7.5% Special Levy 5% Local Municipal Funding 0.5% Provincial Grants	\$ 123,252	
8	Natural Hazards Communications, Outreach and Education	Promoting public awareness of natural hazards including flooding, drought, and erosion. Public events, materials, Social media services, Media relations.	1	100% General Levy	\$ 25,098	
9	Watershed Stewardship and Restoration related to natural hazards	Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners. Implementation of watershed plan stewardship recommendations	2 & 3	53% General Levy 26% Federal Grants 16% Special Levy 1% Local Municipal Funding	\$ 31,807	
10	Climate change impact assessment/Planning and Policies related to natural hazard mgmt	Identification of vulnerability or risk, and the development of mitigation and adaptation policies and plans	2	100% General Levy	\$ 16,733	

Natural Hazard Management
(Section 21.1 (1) 1) (Subsection 1-8)

Program/Service	Item	Subservice	Explanation of Subservice	Category	Funding Mechanism	Average Annual Cost	Explanation of Other Funding
Conservation Authority Land and Conservation Areas (Section 21.1 (1) II) (Subsection 9-11)	11	Section 29 Minister's regulation Rules for Conduct in Conservation Areas (C. Reg. 688/21)	Conservation areas enforcement/compliance & Legal expenses for regulation and compliance	1	100% General Levy	\$ 83,227	
	12	Conservation Area Strategy - NOTE: Strategy to be completed on or before December 31, 2024 per requirements in Section 10 of the Mandatory Programs and Services Regulation	Guiding principles, objectives, including for an authority's land acquisition and disposition strategy, land use categories on conservation authority owned land, recommended management principles for different land categories, etc.	1	100% General Levy	\$ 19,437	
	13	Land Inventory - NOTE: Inventory to be completed on or before December 31, 2024 per requirements in Section 11 of the Mandatory Programs and Services Regulation	Development of an inventory containing information for every parcel of land owned or controlled by the Authority.	1	100% General Levy	\$ 10,500	
	14	Management, operation and Maintenance of CA owned lands	Management and Maintenance of CA owned lands including: Stewardship and restoration, and, Ecological monitoring programs and services to maintain any facilities, trails or other amenities that support public access and recreational activities in conservation areas	1	62% General Levy 19.5% Self-Generated 6% Donations 5% Special Levy 4% Federal Grants 1.5% Provincial Grants 2% Other (Other Grants/Partnership Funding/Local Municipal Funding)	\$ 1,173,238	Grant (TD Friends of the Environment), Grant (Ducks Unlimited)
	15	Land Acquisition		3	85% Donation 8% Federal Grants 7% Special Levy	\$ 39,000	
	16	Rental property expenses		3	100% Self Generated	\$ 36,916	
	17	Source protection authority role as set out in the Clean Water Act.	Source Protection Area/Region, tech support, SPC support, SPA reports and meetings, activities required by the Clean Water Act and regulations that applies to the authority's source protection area.	1	100% Provincial Grants	\$ 100,719	
	18	Provincial Water Quality Monitoring Network (PWQMN)	A long-standing (50+ year) CA/MECP partnership for stream water quality monitoring. CA takes water samples; MECP does lab analysis and data management	1	100% General Levy	\$ 22,121	
	19	Surface water Monitoring	IWMP (sampling sent to Region)	3	88% General Levy 8% Other Grants 2% Provincial Grants 2% Partnership Funding	\$ 105,774	Grant (RBC)
	20	Provincial Groundwater Monitoring Network (PGMN)	A long-standing (20+ year) CA/MECP partnership for groundwater level and quality monitoring.	1	100% Provincial	\$ 15,251	
	21	CRM Groundwater Program	Program levied by TRCA and financial support provided to CLOCA	2	95% Partnership Funding 4% Self-Generated 1% Provincial Grants	\$ 855,175	
	22	Strategy Development - NOTE: Strategy to be completed on or before December 31, 2024	Develop guiding principles and objectives that inform the design and delivery of programs and services the CA is required to provide. Collate/compile existing resource management plans, watershed plans, studies and data. Strategy development, implementation & annual reporting. A review of programs and services provide for the purposes of compliance with CA Act. Develop a process for periodic review including procedures to engage/consult with stakeholders and the public. Strategy development must include a stakeholder and public consultation component	1	80% General Levy 20% Special Levy	\$ 102,438	
	23	Watershed Planning & Sub-watershed planning not related to natural hazards	Partner developed plan which identifies streams, wetlands, forests, groundwater recharge areas, and other natural areas. It includes an inventory of plants, animals, birds, and other species. Information on stream flows, water quality, groundwater movement and other natural features is also included. The plan contains policies and implementation actions to protect, enhance and improve the health of the area.	2	85% General Levy 15% Special Levy	\$ 137,234	
24	Natural Heritage	Natural heritage monitoring, plans/strategies and system design outside of CA areas	3	87% General Levy 6% Local/Municipal Funding 3.5% Federal Grants 3.5% Other (Donations, Other Grants, Provincial Grants, Self-Generated)	\$ 205,966	Grant (TD Friends of the Environment)	
25	Oshawa Consortium Water Monitoring Program	Surface water monitoring partnership	3	57% Local Municipal Funding 43% General Levy	\$ 36,997		

Drinking Water Source Protection (Section 21.1 (1) III) (Subsection 13)

Water Quality & Quantity Monitoring (Section 21.1 (1) 2 (Subsection 12(2) and 12(3))

Core Watershed-based Resource Management Strategy (Section 21.1 (1) 2 (Subsection 12(4)-(8))

Program/Service	Item	Subservice	Explanation of Subservice	Category	Funding Mechanism	Average Annual Cost	Explanation of Other Funding
	26	Watershed Natural Heritage Stewardship and Restoration not related to natural hazards (Urban, rural & Agriculture)	Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners. Implementation of watershed plan stewardship recommendations	3	47% General Levy 31% Partnership Funding 10% Federal Grants 6.5% Special Levy 3.5% Self-Generated 1.5% Other Grants 0.5% Donations	\$ 90,631	Grant (GMROM/Toronto Zoo) for Bibbaltz event, Sponsorship, (Friends of Second Marsh)
	27	Climate change impact assessment/Planning and Policies	Identification of vulnerability or risk, and the development of mitigation and adaptation policies and plans	2 & 3	66% Special Levy 34% General Levy	\$ 36,712	
	28	Conservation/ Outdoor Education - Curriculum delivery not related to natural hazards	Program development & delivery	3	40% General Levy 26% Self-Generated 13% Donations 14% Special Levy 3% Partnership Funding	\$ 216,510	
	29	Sustainable Neighbourhood Action Planning(SNAP)	Natural hazard and Heritage restoration and stewardship	2	Local Municipal Special Levy	\$	
	30	Nature interpretative services not related to natural hazards	Event/Festival development and execution	3	65% Self-Generated 26% General Levy 4% Donations 2% Partnership Funding	\$ 175,527	
	31	Corporate Services	Administrative, human resources, operating and capital costs which are not directly related to the delivery of any specific program or service, but are the overhead and support costs of a conservation authority.	1	68% General Levy 23% Self-Generated 6% Interest Earned 2% Provincial Grants 1% Federal Grants	\$ 675,049	
	32	Financial Services	Accounting and payroll	1	100% General Levy	\$ 292,784	
	33	Corporate Legal Expenses	Costs related to agreements/contracts, administrative by-law updates	1	74% General Levy 16% Interest Earned 6% Provincial Grants 2% Federal Grants 2% Self-Generated	\$ 23,505	
	34	Communications and Marketing	Supporting delivery of products and programs through communication platforms and promotion of revenue generating activities; websites creation and maintenance	1	94% General Levy 5% Self-Generated 1% Other (Donations, Other Grants)	\$ 186,011	Grant (OMMF)
	35	Governance	Supporting CA Boards, Advisory Committees, Office of CAO	1	100% General Levy	\$ 195,985	
	36	Asset Management	Asset management planning, facilities & property management	1	100% General Levy	\$ 43,159	
	37	Information Technology Management/GIS	Data management, records retention, Development and use of systems to collect and store data and to provide spatial geographical representations of data.	1	77% General Levy 22% Self-Generated 1% Federal Grants	\$ 620,344	
						\$ 6,874,445	

Enabling Program Services
 finalized in phase 2

