

**This Memorandum of Understanding ("Memorandum")**

This agreement dated this day of <sup>7th February, 2024</sup> ~~2023~~ (the "Effective Date").

**Between:**

**The Town of Bradford West Gwillimbury**

(Hereinafter, "Participating Municipality")

**And:**

**Lake Simcoe Region Conservation Authority**

(Hereinafter, "Conservation Authority")

**Whereas** the Conservation Authority 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 the Conservation Authority, and is designated as a participating municipality under the Act;

**And Whereas** in carrying out its mandate under the Act, the Conservation Authority 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*, conservation and management of its lands, and 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 Whereas** in carrying out its mandate under the Act, the Conservation Authority is required to provide mandatory programs and services (Category 1) related to the Lake Simcoe Protection Plan under the *Lake Simcoe Protection Act, 2008*;

**And Whereas** in carrying out its mandate under the Act, the Conservation Authority also 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, the Conservation Authority provides non-mandatory programs and services (Category 3) that the Conservation Authority implements to manage and conserve the watershed and provide outdoor based education;

**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 applicable regulations;

**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 requested by the participating municipalities may be provided under a memorandum of understanding (“Memorandum”) or such other agreement in respect of the programs and services, such as a procurement or other agreement;

**And Whereas** under the applicable regulations, Category 2 operating expenses and capital costs may be included in the apportionment under a Memorandum 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 or other agreements;

**And Whereas** under the Act, Category 3 programs and services implemented by the Conservation Authority may be provided in accordance with the Act, within the budget and apportionment process, or otherwise requested outside of the budget and apportionment process, through a cost apportioning agreement in accordance with the Act and applicable regulations;

**And Whereas** this Memorandum 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** the Act requires such Memorandum or other agreements to be reviewed at regular intervals and to be made available to the public, subject to certain exemptions;

**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 Memorandum shall commence on the Effective Date and shall continue for four (4) years (the “**Initial Term**”). Thereafter this Memorandum 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 Memorandum shall be reviewed by the parties on an annual basis as part of the budget and apportionment process.

3. When preparing its annual budget, the Conservation Authority 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, rules for voting to approve the apportionment, and preparation of the final budget. Further, the Conservation Authority shall also submit a variance report by July 1<sup>st</sup> every year that includes a summary of deferred revenue for all programs and services included in the apportionment, and the Conservation Authority and the Participating Municipality will review unspent funding to determine opportunities to reallocate funding to other priority program and service areas on mutual agreement. Schedule "C" to this Memorandum summarizes the current annual budget process carried out by the Conservation Authority in consultation with the participating municipalities.
4. The Conservation Authority shall identify Category 1 programs and services in the annual budget. The Conservation Authority shall comply with the prescribed and approved methods of apportionment for Category 1 services.
5. The Conservation Authority and the Participating Municipality will identify and agree on requested Category 2 programs and services to be included in the annual budget and apportionment. Where requested Category 2 services are included in the annual budget and apportionment, the Conservation Authority shall, in accordance with the applicable regulations, apportion the operating expenses and capital costs, in their entirety, to the Participating Municipality. The method of apportionment for each program and service shall be identified in the annual budget. Schedule "B" to this Memorandum depicts the current account structure used by the Conservation Authority as part of the annual budget and apportionment process. The account structure may be updated from time to time through the approval of the annual budget and apportionment, and the final approved budget and apportionment, as amended on an annual basis, are hereby incorporated by reference into this Memorandum.
6. 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 the Conservation Authority when procuring services related to the Conservation Authority's mandate and areas of expertise.
  - b. The Conservation Authority's or the Participating Municipality's standard form of purchase order and procurement and other agreements will be used for the delivery of municipally requested programs and services.
  - c. The Conservation Authority 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 Memorandum.
  - d. The Conservation Authority 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 and will make such records available upon the request of the Participating Municipality.

7. The Conservation Authority shall identify Category 3 programs and services in the annual budget and respective municipal funding submission. The Conservation Authority shall comply with the prescribed and approved methods of apportionment for Category 3 services.
8. The Conservation Authority and the Participating Municipality will identify and agree on requested Category 3 programs and services to be included in the annual budget and apportionment. Where requested Category 3 services are included in the annual budget and apportionment, the Conservation Authority shall, in accordance with the applicable regulations, apportion the operating expenses and capital costs, to the Participating Municipalities.
9. Schedule "A" to this Memorandum provides the detailed annual funding submission requested of and approved by the respective Participating Municipality who is the signatory to this Memorandum. The detailed funding submission will clearly identify which funding Category supports each program and service provided by the Conservation Authority.
10. Schedule "B" to this Memorandum outlines the program and services inventory and which funding Category is applicable.
11. Schedule "C" to this Memorandum provides a list of existing procurement agreements where fee-for-service funding is provided outside of the budget and apportionment process. The Conservation Authority shall maintain a list of such agreements and provide to the Participating Municipality on request.
12. 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. Category 3 programs and services provided shall be in accordance with any standards and requirements, and any terms and conditions, that may be prescribed under subsection 21.1.2(3) of the Act.
13. Where Category 2 programs and services funded by the Participating Municipality involve user fees, such user fees shall only be imposed in accordance with the Conservation Authority'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 the Conservation Authority and the Participating Municipality.
14. The Participating Municipality and the Conservation Authority 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.
15. This Memorandum shall be made available to the public in accordance with the Act and any applicable regulations.
16. This Memorandum 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 Memorandum by means of electronic signature and deliver this Memorandum by electronic transmission.

In Witness Whereof, the parties have entered into this Memorandum as of the Effective Date.

**Lake Simcoe Region Conservation Authority**

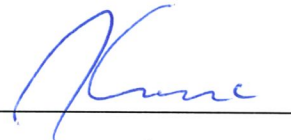


Per: \_\_\_\_\_

Name: Rob Baldwin

Title: Chief Administrative Officer

**The Town of Bradford West Gwillimbury**

Per: 

Name: James Leduc

Title: Mayor

Per: 

Name: Tara Reynolds

Title: Clerk

**Schedule A**  
**Annual Municipal Budget Submission**

**Schedule B**

**Mandatory (Category 1) and Municipally Requested (Category 2) and Conservation Authority Requested (Category 3)**

<b>Program</b>	<b>Mandatory (Category 1)</b>	<b>Mandatory (Category 1 Lake Simcoe Protection Plan)</b>	<b>Municipal Request/Non-mandatory (Category 2)</b>	<b>CA Requested (Category 3)</b>	<b>O. Reg. 686/21 Section</b>
<b>Corporate Services</b>					
Corporate Communications	X				
Facility Management	X				
Financial Management	X				
Governance	X	X			S. 15
Human Resource Management	X				
Information Management	X				
<b>Ecological Management</b>					
Ecosystem Science and Monitoring	X				S. 1, S. 3(2), S. 12
Forestry Management			X		
Forestry Services - GYL			X		
Restoration and Regeneration		X	X		S. 15
<b>Education &amp; Engagement</b>					
Community Programming				X	
School Programming				X	
<b>Greenspace Services</b>					
Greenspace Management	X				S. 9(1)
Securement	X		X		S. 9, S. 10, S. 11
<b>Planning &amp; Development</b>					
Development Planning	X		X		S. 1, S. 7, S. 8
Permitting and Enforcement	X		X		S. 7(2)
<b>Water Risk Management</b>					
Flood Management and Warning	X				S. 1, S. 2(2)
Water Management/Restoration		X	X		S. 15
Water Science and Monitoring	X	X	X		S. 1, S. 3(2), S. 12, S. 15
<b>Watershed Studies &amp; Strategies</b>					
Climate Change	X	X			S. 1(3), S. 15
Research and Innovation		X	X		S. 15
Watershed Planning	X	X			S. 12(4), S. 15

**Schedule C:  
List of Existing Agreements**

The Participating Municipality may have existing agreements with the Conservation Authority that address specialized or enhanced programs and services. Notwithstanding the annual budget process that establishes services overall, these agreements remain in effect are subject to this Memorandum:

1. Memorandum of Understanding for planning support services