



**DATE:** December 11, 2023

**TO:** Mayor and Members of Council

**FROM:** Vince Musacchio, Deputy City Manager, Infrastructure Development

**RE:** **COMMUNICATION – Council, December 12, 2023**  
**Item 7, Report No. 52**  
**Memorandum of Understanding with Toronto and Region**  
**Conservation Authority for Municipally Requested Programs and**  
**Services**

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## **Background**

At the Committee of the Whole (2) meeting of December 5, 2023, the following motion was passed:

1. That this matter be deferred to the Council meeting of December 12, 2023;  
and
2. That a draft copy of the Memorandum of Understanding with the Toronto and Region Conservation Authority be distributed to Council and posted online, prior to the Council meeting of December 12, 2023.

As requested by Committee, the draft Memorandum of Understanding (MOU) is appended as Attachment 1. The MOU will also be posted to the City's webpage as part of the agenda for the Council meeting of December 12, 2023.

## **Attachments**

Attachment 1 – Draft Memorandum of Understanding

For more information, contact Jamie Bronsema, Director, Parks Infrastructure Planning & Development, ext. 8858.

Respectfully submitted by

A handwritten signature in black ink, appearing to read "V. Musacchio".

Vince Musacchio  
Deputy City Manager, Infrastructure Development

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

**BETWEEN:**

**THE CORPORATION OF THE CITY OF VAUGHAN**  
(hereinafter, “City”)

**AND:**

**TORONTO AND REGION CONSERVATION AUTHORITY**  
(hereinafter, “TRCA”)

**WHEREAS** TRCA 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 watersheds;

**AND WHEREAS** the City is a lower-tier municipality in the Regional Municipality of York, located wholly or partly within the area under the jurisdiction of TRCA;

**AND WHEREAS** in carrying out its mandate under the Act, TRCA provides programs and services to municipal partners within its jurisdiction;

**AND WHEREAS** under the Act programs and services provided by conservation authorities at the request of a municipality are to be provided under a memorandum of understanding (“MOU”) or such other agreements as may be entered into with the municipality in respect of the programs and services, and such MOUs or other agreements are intended to be higher level parent agreements that govern the delivery of the programs and services;

**AND WHEREAS** the Act requires such MOU or other agreements to be reviewed at regular intervals and to be made available to the public;

**AND WHEREAS** this MOU sets out the principles, terms and conditions governing the delivery of programs and services by TRCA that may be requested by the City;

**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 one year (the “**Initial Term**”). Thereafter this MOU shall continue for one (1) additional year period (“**Renewal Term**”) unless either party provides written notice of termination to the other party at least thirty (30) days prior to the expiry of the Initial Term.

2. The following principles, terms and conditions shall govern the delivery of programs services requested by the City:
  - a. Subject to complying with open and competitive procurement and purchasing policies, the City will give consideration to TRCA when procuring services related to TRCA's mandate and areas of expertise for non-mandatory services.
  - b. The City's standard form of purchase order or procurement agreement(s) will be used for the delivery of municipally requested programs and services. For greater certainty, any program or service delivered by TRCA to the City shall be provided under an agreement that outlines the specifics of TRCA's performance obligations and applicable scope of work.
  - c. TRCA will maintain such insurance policies as required by the City in respect of the delivery of programs and services provided pursuant to this MOU.
  - d. TRCA will retain all financial and project records in connection with the programs and services for audit purposes by the City for no less than seven years.
  - e. Programs and services provided pursuant to this MOU shall be in accordance with any standards and requirements that may be prescribed under subsection 21.1.1(4) of the Act.
  - f. Where programs and services delivered by TRCA pursuant to this MOU involve user fees, such user fees shall only be imposed in accordance with TRCA's fee policy and fee schedules adopted in accordance with the provisions of the Act or in accordance with provisions set out in an agreement between TRCA and the City.
3. The TRCA agrees not to provide any program or service, or act adverse in interest to the City, as it relates to any applications, matters, or proceedings under any of the following Acts, as may be amended or superseded:
  - a. *Aggregate Resources Act*, R.S.O. 1990, c. A.8
  - b. *Condominium Act*, 1998, S.O. 1998, c. 19
  - c. *Drainage Act*, R.S.O. 1990, c. D.17
  - d. *Endangered Species Act, 2007*, S.O. 2007, c. 6
  - e. *Environmental Assessment Act*, R.S.O. 1990, c. E.18
  - f. *Environmental Protection Act*, R.S.O. 1990, c. E.19
  - g. *Niagara Escarpment Planning and Development Act*, R.S.O. 1990, c. N.2
  - h. *Ontario Heritage Act*, R.S.O. 1990, c. O.18
  - i. *Ontario Water Resources Act*, R.S.O. 1990, c. O.40
  - j. *Planning Act*, R.S.O. 1990, c. P.13

4. Nothing in this MOU obliges the City to request the delivery of programs and services by TRCA.
5. This MOU shall be reviewed by the Parties prior to the expiry of the Initial Term or Renewal Term. It is TRCA's responsibility to initiate the review with the City at least ninety (90) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.
6. This MOU shall be made available to the public in accordance with the Act and any applicable regulations.
7. 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.

**TORONTO AND REGION  
CONSERVATION AUTHORITY**

Per: \_\_\_\_\_  
Name: John MacKenzie  
Title: Chief Executive Officer

Per: \_\_\_\_\_  
Name: Paul Ainslie  
Title: Chair

**THE CORPORATION OF THE CITY OF VAUGHAN**

Per: \_\_\_\_\_  
Name: Todd Coles  
Title: City Clerk

Per: \_\_\_\_\_  
Name: Steven Del Duca  
Title: Mayor