

October 20, 2020

Sent via email

**RE: Update on Municipal Memorandums of Understanding and Service Level Agreements**

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Toronto and Region Conservation Authority (TRCA) Board of Directors, at its meeting #6/20, held on September 25, 2020, adopted Resolution #A136/20, as amended, as follows:

*WHEREAS Toronto and Region Conservation Authority (TRCA) RES.#A121/19, adopted at the June 21, 2019 Board of Directors meeting, directed staff to pursue and execute updated MOUs and SLAs with its partner municipalities in accordance with the amendments to the Conservation Authorities Act made by Bill 108 and designed to improve accountability and transparency around the work of conservation authorities funded by municipalities;*

*AND WHEREAS TRCA RES.#A237/19, adopted at the January 24, 2020 Board of Directors meeting, directed staff to continue to work with partner municipalities to execute updated MOUs and SLAs based on mutually agreed upon services and, additionally, to report back to the Board of Directors on the progress of these agreements once draft Conservation Authorities Act regulations are released;*

*AND WHEREAS TRCA RES.#A31/20 adopted at the April 24, 2020 Board of Directors meeting provides specific direction to staff when updating or developing Planning Act related Memorandums of Understanding and Service Level Agreements with partner municipalities;*

*AND WHEREAS the COVID-19 pandemic has delayed the expected release of the Conservation Authorities Act regulations;*

*IT IS RECOMMENDED THAT this progress report be received;*

*THAT staff continue to work with partner municipalities to execute updated MOUs and SLAs based on mutually agreed upon services;*

*THAT staff report back to the Board of Directors on the progress of these agreements once draft Conservation Authorities Act regulations are released;*

*AND FURTHER THAT the Clerk and Manager, Policy, so advise municipal partners, Conservation Ontario and the Conservation Authorities that share municipal jurisdictions with TRCA.*

The report and referenced resolution are attached to this letter and can also be accessed at the TRCA Board of Directors [webpage](#). If you have any questions or require additional information, please contact Victoria Kramkowski at 416-661-6600 ext. 5707, [victoria.kramkowski@trca.ca](mailto:victoria.kramkowski@trca.ca) or Nancy Gaffney at 416-661-6600 ext. 5313, [nancy.gaffney@trca.ca](mailto:nancy.gaffney@trca.ca)



Sincerely,  
Alisa Mahrova  
Clerk and Manager, Policy

cc: John MacKenzie, Chief Executive Officer, TRCA  
Nancy Gaffney, Government and Community Relations Specialist, Toronto/Durham Watersheds, TRCA  
Victoria Kramkowski, Government and Community Relations Specialist, Peel/York Watersheds, TRCA

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**Section III – Items for the Information of the Board**

**RES.#A136/20 - UPDATE ON MUNICIPAL MEMORANDUMS OF UNDERSTANDING AND SERVICE LEVEL AGREEMENTS**

Update on work underway to update and achieve Memorandums of Understanding (MOUs) and Service Level Agreements (SLAs) with partner municipalities in the context of the updated *Conservation Authorities Act* (CA Act) and relevant regulations.

Moved by: Dipika Damerla  
Seconded by: Steve Pellegrini

**WHEREAS** Toronto and Region Conservation Authority (TRCA) RES.#A121/19, adopted at the June 21, 2019 Board of Directors meeting, directed staff to pursue and execute updated MOUs and SLAs with its partner municipalities in accordance with the amendments to the *Conservation Authorities Act* made by Bill 108 and designed to improve accountability and transparency around the work of conservation authorities funded by municipalities;

**AND WHEREAS** TRCA RES.#A237/19, adopted at the January 24, 2020 Board of Directors meeting, directed staff to continue to work with partner municipalities to execute updated MOUs and SLAs based on mutually agreed upon services and, additionally, to report back to the Board of Directors on the progress of these agreements once draft *Conservation Authorities Act* regulations are released;

**AND WHEREAS** TRCA RES.#A31/20 adopted at the April 24, 2020 Board of Directors meeting provides specific direction to staff when updating or developing *Planning Act* related Memorandums of Understanding and Service Level Agreements with partner municipalities;

**AND WHEREAS** the COVID-19 pandemic has delayed the expected release of the *Conservation Authorities Act* regulations;

**IT IS RECOMMENDED THAT** this progress report be received;

**THAT** staff continue to work with partner municipalities to execute updated MOUs and SLAs based on mutually agreed upon services;

**THAT** staff report back to the Board of Directors on the progress of these agreements once draft *Conservation Authorities Act* regulations are released;

**AND FURTHER THAT** the Clerk and Manager, Policy, so advise municipal partners, Conservation Ontario and the Conservation Authorities that share municipal jurisdictions with TRCA.

**CARRIED**

## BACKGROUND

A review of the *Conservation Authorities Act* (CA Act) was initiated in 2015 by the Ministry of Natural Resources and Forestry (MNR). The objective of the review was to identify opportunities to improve the legislative, regulatory, and policy framework governing the creation, operation, and activities of conservation authorities. Following extensive consultation, the Government of Ontario introduced the *Building Better Communities and Conserving Watersheds Act, 2017* (Bill 139) which received Royal Assent on December 12, 2017. Bill 139 amendments to the CA Act that affected the mandate of conservation authorities included a new [“purpose” section](#), minor adjustments to the [“objects” and “power” sections](#), and new provisions addressing the following three categories of required and permitted programs and services:

1. *Mandatory programs and services* that are required by regulation.
2. *Municipal programs and services* that the authority agrees to provide on behalf of municipalities situated in whole or in part within its area of jurisdiction under a Memorandum of Understanding (MOU).
3. *Other programs and services* that the authority may determine are advisable to further its objects.

The CA Act was amended, again, on June 6, 2019 as part of Schedule 2 of the *More Homes, More Choice Act* (Bill 108). While Bill 108 is now law, many of the provisions of the amended CA Act are still subject to enabling regulations to be proclaimed by the Lieutenant Governor in Council (approved by Cabinet) or by the Minister. Proposed regulations to enact the new legislation include:

- Mandatory Program and Service Regulations – standards and requirements;
- Transition Regulation – Transition Plan, consultation, timeframe to achieve compliance;
- Governing appointment of operating expenses and capital costs; and
- Classes of programs and services for fees and prescribed amounts.

Bill 108 retains the three categories of programs and services added by Bill 139 and specifies four areas of *mandatory programs and services* that may be prescribed by regulation:

1. Programs and services related to the risk of natural hazards.
2. Programs and services related to the conservation and management of lands owned or controlled by the authority, including any interests in land registered on title.
3. Programs and services related to the authority's duties, functions and responsibilities as a source protection authority under the *Clean Water Act, 2006*.
4. Programs and services related to the authority's duties, functions and responsibilities under an Act prescribed by the regulations (e.g. the *Planning Act*).

Bill 108 made minor changes to the provisions governing *municipal programs and services*, (*i.e., non-mandatory*), that require an MOU or agreement be made available to the public, be reviewed at regular intervals, and that the programs and services an authority agrees to provide on behalf of a municipality be provided in accordance with the terms and conditions set out in the MOU or agreement. Bill 108 added criteria for *other programs and services*, (*i.e. non-mandatory*) that states that a conservation authority may provide, within its area of jurisdiction, such other programs and services it determines are advisable to further its objects. If municipal funding is involved, there must be an agreement in accordance with the regulations and with funding determined in accordance with the CA Act and associated regulations.



In anticipation of the upcoming CA Act enabling regulations, and following TRCA Board direction, staff have begun meeting with our partner municipalities to discuss shared priorities and desired outcomes. This has led to agreement on the importance of developing new standardized agreements to ensure consistency, accountability, and transparency. Pursuing MOUs and SLAs with our partner municipalities will help us identify ongoing funding for TRCA's programs, projects and services for 2021 and beyond, while also supporting our municipalities in their needs, priorities and desired outcomes. Additionally, MOUs are good business practice and would allow a municipality to procure our services more easily through procurement policy exemptions.

To learn more about the amendments to the CA Act, please refer to TRCA's dedicated [CA Act Update page](#).

At [Board of Directors Meeting #11/19](#), held on January 24, 2020, Resolution #A237/19 regarding the "Update on Memorandums of Understanding and Service Level Agreements with Partner Municipalities" report was adopted as follows:

*WHEREAS Toronto and Region Conservation Authority (TRCA) RES.#A121/19, adopted at the June 21, 2019 Board of Directors meeting, directed staff to pursue and execute updated Memorandums of Understanding (MOUs) and Service Level Agreements (SLAs) with its partner municipalities in accordance with the amendments to the Conservation Authorities Act made by Bill 108 and designed to improve accountability and transparency around the work of conservation authorities funded by municipalities;*

*AND WHEREAS the Conservation Authorities Act amendments prompt the need for agreements for non-mandatory programs and services to be negotiated with regional municipalities, City of Toronto and lower tier municipalities as part of the transition plan process following proclamation of the enabling regulations associated with the Bill 108 amendments to the Conservation Authorities Act; AND*

*WHEREAS TRCA delivers a significant amount of value-added services to its partner municipalities that will be further strengthened through SLAs, where formal agreements do not currently exist; AND*

*WHEREAS TRCA staff have held numerous meetings with municipal representatives in our jurisdiction since receiving Board of Directors direction on June 21, 2019;*

*THEREFORE, LET IT BE RESOLVED THAT staff continue to work with partner municipalities to execute updated MOUs and SLAs based on mutually agreed upon services;*

*THAT the Board of Directors representatives in lower tier municipalities request support from their municipal staff in ensuring that consideration is given for TRCA to be relieved from standard purchasing requirements based on their unique expertise and within the scope and mandate of the Conservation Authorities Act (e.g. flood and erosion management) in a manner similar to the City of Toronto and other municipalities in our jurisdiction;*

*THAT staff be directed when negotiating MOUs and SLAs that where there is any conflict between an upper and lower tier municipality for any services related to Planning*

*Act matters, the municipality that is deemed the approval authority under the Planning Act shall prevail;*

*THAT staff report back to the Board of Directors on the progress of these agreements once draft Conservation Authorities Act regulations are released;*

*AND FURTHER THAT the Clerk and Manager, Policy, so advise municipal partners.*

The topic of MOUs with municipalities for the purposes of review related to the *Planning Act* has also been raised both with partner municipalities and the Board of Directors. Most recently, at [Board of Directors meeting #3/20](#), held on April 24, 2020, Resolution #A31/20 regarding the 'Update on Planning Act Related Memorandums of Understanding and Service Level Agreements with Partner Municipalities' was adopted as follows:

*WHEREAS through Bill 108, the More Homes, More Choices Act, the Planning Act was amended to streamline development approvals processes and facilitate faster decisions by reducing decision timelines for municipalities and the province;*

*THEREFORE, LET IT BE RESOLVED THAT given the reduced timelines for application review under Bill 108, Toronto and Region Conservation Authority (TRCA) staff be directed when negotiating or updating Memorandums of Understandings (MOUs) and Service Level Agreements (SLAs) dealing with Planning Act matters, that agreements include provisions to ensure TRCA can provide comments within the statutory timeframes;*

*THAT such provisions provide a mechanism to ensure official plan policies for complete applications are regularly reviewed to ensure TRCA's requirements are fully reflected; provide for strengthened coordination with TRCA in the municipality's pre-application process; and provide for coordinated representation of municipal and TRCA interests for Local Planning Appeal Tribunal (LPAT) appeals, where feasible;*

*THAT TRCA continues to work with BILD, consultants, development companies and municipal partners on updated TRCA guidelines, that help with the streamlining of applications;*

*THAT TRCA ensure that any fees for services provided to municipalities that are recouped from the taxpayers or service users, be collected in accordance with the Municipal Act as well as the Conservation Authorities Act and associated regulations;*

*AND FURTHER THAT the Clerk and Manager, Policy, so advise BILD, the Clerks, the Chief Planning Officials, the Chief Financial Officers, and Legal Counsel of our municipal partners.*

#### **Framework for Undertaking Agreements with Municipalities**

The following agreements are proposed as the basic framework for non-mandatory *municipal programs and services* with our partner municipalities:

##### **Memorandum of Understanding (MOU)**

For the purposes of establishing principles for collaboration and partnership with municipalities, an MOU will be used to set out the relationship, roles and responsibilities when no funding is being exchanged. MOUs may provide for the possibility of future fee-for-service or other agreements to implement.



### Service Level Agreement (SLA)

The SLA is intended to provide the overarching framework for TRCA and the municipality to work together to deliver *municipal programs and services*. The SLA will address services that the municipality will provide explicit funding for and which are considered non-mandatory under the amended CA Act. The SLA will include a schedule that lists the type of services that the municipality may engage TRCA in providing. It is proposed that an SLA will be developed initially with Letter Agreements that encompass either existing or new projects/programs being subsequently developed.

### Letter Agreements

A Letter Agreement will be prepared for each project, program, initiative or type of service that the municipality engages TRCA to deliver. A Letter Agreement will include, but not be limited to, project scope, deliverable and associated timelines, relevant key performance indicators, and funds to be provided in exchange for the services.

### Individual Agreements for Complex Municipal Projects

Some projects that TRCA carries out for municipalities, such as significant construction projects, will require a full agreement that is separate from, and not based on, a Letter Agreement template.

## **RATIONALE**

To date, the following work has been completed by TRCA staff to progress MOUs and SLAs with partner municipalities.

### Discussions with Partner Municipalities

The reception of meetings with some of our partner municipalities has been overwhelmingly positive. Although some municipalities have communicated their desire to wait for the final CA Act regulations to be released before developing an MOU, these discussions have still confirmed the importance of TRCA as a resource and delivery agent of municipal programs and projects. The meetings have also sparked productive discussions related to mutual interests and cooperation on significant projects and future funding opportunities.

TRCA Senior Leadership and Government and Community Relations staff have met, or have upcoming meetings scheduled, with the following municipalities:

- The Regional Municipality of Durham
- City of Pickering
- Town of Ajax
- Township of Uxbridge (scheduled)
- City of Toronto
- City of Brampton
- City of Mississauga
- Town of Caledon
- City of Markham
- City of Vaughan
- Town of Whitchurch-Stouffville
- Township of King
- Town of Mono (scheduled)
- Township of Adjala-Tosorontio (scheduled)
- The Regional Municipality of Peel (to take place as part of budget meetings)

- The Regional Municipality of York (to take place as part of budget meetings)

#### **Development of Detailed List of Services**

At these meetings, TRCA provided a list of potential programs and services that could be offered including, but not limited to:

- Development and Environmental Assessment planning and permitting
- Studies, assessments, and/or reviews
- Ecological restoration, planting and wildlife management
- Conservation land management and trails
- Environmental monitoring
- Erosion monitoring and management
- Property management
- Watershed planning
- Climate change and applied research
- Community/business/industry engagement, education and community learning
- Archaeology
- Conventional and urban agriculture
- Master and management planning
- GIS and mapping services

Based on discussions with municipal staff, TRCA staff continue to refine the list of services (Attachment 1) to ensure that municipalities are provided with a complete list of services that showcases the important work that TRCA can offer. Given that the CA Act enabling regulations have not yet been released, the list of TRCA services laid out in Attachment 1 are structured according to TRCA's current budget framework and encompasses the entirety of services offering by TRCA, rather than being divided into mandatory and non-mandatory services. Once the CA Act regulations are released, this list of services may be further refined and restructured.

It is also recognized that TRCA could benefit from services or supports offered by some of the municipalities within our jurisdiction, including increasing efficiencies and capacity. Such services could include items such as data sharing, land management, Indigenous engagement, translation services and others (Attachment 2) and can encompass both fee-based and in-kind services. It is further recognized both TRCA and partner municipalities can benefit from coordination of complementary policy and program initiatives. As such, it is contemplated that the MOUs and SLAs could also include municipal services that TRCA would benefit from obtaining, as well as lay out the mechanisms and scope for TRCA-municipality cooperation.

#### **Scan of Municipal Procurement/Purchasing Policies/Bylaws**

TRCA staff have completed a review of all partner municipality's procurement/purchasing policies and by-laws. This review has identified which municipalities exempt TRCA from procurement processes, which municipalities can currently sole source TRCA services under non-competitive or limited tendering processes, and which municipalities may need to amend their policies/by-laws to allow sole sourcing in the future. In addition to the review of procurement/purchasing policies and by-laws, a template Corporate Report (Attachment 3) has been drafted to assist municipalities in amending procurement/purchasing by-laws/policies, where required, to allow a municipality to procure TRCA services through procurement policy exemptions. These reports are being tailored for each municipality, in collaboration with municipal staff.



### **Draft MOU and SLA**

To further assist partner municipalities during MOU/SLA development, TRCA staff have drafted a template MOU (Attachment 4) and SLA (Attachment 5). These templates have been provided to some partner municipalities for review and comment. Based on feedback and the specific needs/interest of individual municipalities, these templates will be amended and tailored as required.

### **Municipal Project Maps**

Detailed Municipal Project Maps, and associated project briefs, have been developed and produced for each municipality TRCA staff have met with. These maps and briefs showcase a suite of priority projects undertaken by TRCA staff within the municipality, projects that TRCA has collaborated with the municipality on or present an opportunity to collaborate, and TRCA services and programs which municipalities have expressed interest in. These Project Maps are being utilized to help facilitate MOU discussion with partner municipalities.

### **MOU/SLA Project Dashboards**

TRCA staff have created draft MOU/SLA Project Dashboards with the objective of providing a progress report on MOU/SLA development in a concise visual graphic. These project dashboards can be customized based on the jurisdiction of interest (i.e. Regional, jurisdiction-wide, single lower-tier municipality) and will succinctly provide MOU/SLA development updates. The MOU/SLA Project Dashboards will be populated with information over the coming months, except for detailed financial information which will come at later stages, as the development and execution of these agreements progress. See Attachment 6 for templates of a TRCA-wide and a Region-specific MOU/SLA Project Dashboard.

### **Relationship to Building the Living City, the TRCA 2013-2022 Strategic Plan**

This report supports the following strategy set forth in the TRCA 2013-2022 Strategic Plan:  
**Strategy 7 – Build partnerships and new business models**

### **FINANCIAL DETAILS**

There is no immediate financial impact due to carrying out the recommendations above. The process of undertaking agreements with municipalities related to non-mandatory municipal programs and services provided by TRCA under the amended *Conservation Authorities Act*, as well as with other external organizations, is expected to have positive financial impacts for TRCA based on the early interest from most municipalities in providing funding and or jointly seeking funding for a selection of TRCA service areas that support areas of need for the municipalities in question and shared municipal and TRCA interests.

### **DETAILS OF WORK TO BE DONE**

At this time, the timing of the release of enabling regulations by the Province is tentatively expected to be Q4 2020. Regardless of the timing of the release, it is expected that a transition period will be provided for entering MOUs that will be in line with the municipal budget cycle.

TRCA staff will:

- Communicate, once known, to TRCA Board of Directors, municipal partners and relevant stakeholders, information related to the draft enabling regulations;
- Continue to meet with municipal partners in order to initiate the development of MOUs based on municipal preferences and needs;
- Work with municipalities, where required, to address any potential procurement policy approvals or required by-law amendments to support updated MOUs and SLAs;

- Reach out to neighbouring Conservation Authorities in order to coordinate MOU development;
- Present an overview of our proactive approach to addressing upcoming requirements to Conservation Ontario members, and,
- Update existing, and finalize new MOUs and SLAs, as appropriate.

**Report prepared by: Nancy Gaffney, extension 5313, Victoria Kramkowski, extension 5707, and Cameron Richardson, extension 5639**

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**For Information contact: Nancy Gaffney, extension 5313 and Victoria Kramkowski, extension 5707**

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**Date: August 4, 2020**

**Attachments: 6**

Attachment 1: Detailed List of TRCA Programs and Services

Attachment 2: Sample of Municipal Services

Attachment 3: Template Corporate Report

Attachment 4: Template Memorandum of Understanding

Attachment 5: Template Service Level Agreement

Attachment 6: Sample MOU/SLA Project Dashboards



## **Attachment 1 - Detailed List of TRCA Programs and Services**

### **Toronto and Region Conservation Authority (TRCA) Service Areas and Services**

Service Areas Included in this Agreement and  
Possible Scope of Work that may be provided by TRCA for each Service Area

The TRCA services below are structured according to according to TRCA's current budget framework and encompasses the entirety of services offered by TRCA. Given that the Conservation Authorities Act enabling regulations have not been released at this time, the services below are not divided into mandatory and non-mandatory services. This list may be further refined and structured upon the release of Conservation Authorities Act regulations.

#### **TRCA Service Areas**

- Service Area 1 – Watershed Studies and Strategies
- Service Area 2 – Water Risk Management
- Service Area 3 – Regional Biodiversity
- Service Area 4 – Greenspace Securement and Management
- Service Area 5 – Tourism and Recreation
- Service Area 6 – Planning and Development Review
- Service Area 7 – Education and Outreach
- Service Area 8 – Sustainable Communities

TRCA Service Areas and associated services include the capacity for full project management. This includes:

- Full life cycle project management – planning, design and implementation.
- Permitting/approvals including Individual and Class Environmental Assessments as a lead or co-proponent.
- Planning Ecology liaison function between development approvals, and municipal and/or TRCA projects to ensure consistency and connectivity.
- Design, facilitate and lead mandated and non-mandated public consultation processes.
- Contract management for speciality technical services and detailed design.
- Conceptual/detailed designs.
- Volunteer and stewardship group coordination in support of planning, development and management initiatives.
- Watershed plan implementation.

In addition to overall project management, TRCA also offers services specific to construction related to the Service Areas below. These services include:

- Managing construction contracts.

- Construction site inspections and reporting.
- Detailed construction cost estimating.
- Constructability assessments.
- In-water or near-water construction including construction site dewatering and stream by-pass.
- Construction in environmentally sensitive areas.
- Managing construction contracts.
- Construction site inspections and reporting.
- Survey and Drafting:
  - Topographic surveying (Total Station/RTK GPS /RPAS-Photogrammetry) (Development of topographic mapping; Providing support for operational activities during all project phases including post-construction monitoring; Monitoring of Bluff Erosion, Waterfront Structures, Erosion Hazard Monitoring).
  - Hydrographic surveying (Produce bathymetric data/mapping; Providing support for operational activities during all project phases including post-construction monitoring).
  - Drafting CADD (Civil3D).

### **Scope of Work Available for each Service Area**

## **Service Area 1 – Watershed Studies and Strategies**

### **1.1 Watershed Planning and Reporting**

TRCA conducts watershed and waterfront planning in collaboration with partner municipalities to develop comprehensive strategies that enable TRCA to fulfil its responsibilities for natural hazard and natural resource management under the Conservation Authorities Act and Planning Act, as well as to support partner municipalities in undertaking land use planning, by assessing risks, developing strategies, and identifying implementation priorities at a cumulative and comprehensive scale. TRCA's jurisdiction includes the Humber, Etobicoke, Mimico, Don, Highland, Rouge, Petticoat, Duffins, and Carruthers watersheds as well as 67 km of Lake Ontario shoreline. This area encompasses 3,495 km<sup>2</sup> of land and 3,654 km of river or stream winding through 20 municipal jurisdictions.

- Development of updated integrated watershed and subwatershed plans, studies, and strategies to inform municipal land use and infrastructure decisions.
- Coordination and tracking of watershed and subwatershed plan implementation.
- Watershed plan partner and stakeholder engagement.
- Integrative policy and technical expertise in informing Municipal Comprehensive Reviews and other municipal policy initiatives.
- Environmental data acquisition to support watershed and subwatershed plan development.
- Development and ongoing maintenance of a Watersheds and Ecosystems Reporting Web Application to communicate up-to-date watershed and waterfront conditions.
- Development of Watershed Report Cards in partnership with Conservation Ontario every 5 years.

### **1.2 Emerging and Integrative Climate Science**

Climate Science responds to information needs and knowledge gaps identified by partner municipalities, other government agencies, and external stakeholders. This includes undertaking projects and programs that increase the resilience of TRCA watersheds, natural systems, and partner



communities to extreme weather and a changing climate. The scope of the work includes obtaining the best knowledge of current and future patterns of weather and climate, understanding potential impacts, emerging policies, innovative practice, and developing programs to respond and adapt.

- Expertise in evaluating and quantifying the ecosystem services provided by natural features and green infrastructure.
- Development of, and support for interpreting and applying, updated future climate change projections.
- Expertise in climate vulnerability and risk assessments and adaptation planning with linkages to watershed planning.

## **Service Area 2 – Water Risk Management**

### **2.1 Water Resource Science**

Water Resource Science is focused on the engineering and science of water resource management. Technical services provide an understanding of the current state of the watershed, inform growth management strategies for new communities, support the work of flood management, and promote the implementation of green infrastructure. TRCA maintains research, monitoring, and data analysis capabilities to meet internal and municipal partner data requirements in a manner that maintains intellectual property, data integrity, and cost-effectiveness. Proper water management practices are critical for the protection of life and property from flooding as well as the continued health of aquatic and terrestrial habitats.

#### **Groundwater Strategies**

- Identification of areas of potential groundwater concern.
- Provide expertise in groundwater management and protection.

#### **Source Protection Strategies**

- Amend CTC Source Protection Plan and TRSPA Assessment Report based on best available science.
- Development of annual workplans for approval by Ministry of Environment, Conservation, and Parks.
- Provide administrative, technical and planning support to the CTC Source Protection Committee.
- Support municipalities in the implementation of the CTC Source Protection Plan.
- Provide annual reporting to the Ministry of Environment, Conservation, and Parks.

#### **Regional Monitoring – Water**

- Characterization and tracking of water quality conditions including nutrients, metals and conventional water quality parameters.
- Annual analysis and reporting and the provision of data to support development and infrastructure planning and maintenance.
- Stormwater characterization and monitoring of SWM control ponds and structures (including LIDs).
- Insitu flow measurement and instrumentation.
- Thermal (stream temperature) monitoring of project sites, SWM facilities.
- Long-term erosion monitoring and characterization of fluvial geomorphological processes.

- Installation, monitoring and maintenance of TRCA gauging networks including stream flow, precipitation and climate stations to support:
  - Flood Forecasting and Warning Program.
  - Hydraulic and hydrologic models.
  - Floodplain mapping.
  - Development Review.
  - Infrastructure Design.
- Installation, monitoring and maintenance of TRCA's gauging network of real-time stream flow and rain gauges for:
  - Issuing flood warning messages.
  - Data acquisition for TRCA's flood warning website.
  - Operation of flood control dams.
  - Emergency management.
- Installation, monitoring and maintenance of storm water quality stations to support municipal and provincial programs to improve riverine and Lake Ontario.

### **Stormwater Management**

- Stormwater Management Strategy and Design:
  - Provide site level peak flow assessment and stormwater mitigation strategies for publicly owned properties.
  - Provide designs to mitigate stormwater runoff to meet municipal and Conservation Authority criteria.
  - Review of stormwater management strategies and designs to provide input and guidance, as required.
- Infrastructure Design and Support:
  - Provide water resources engineering design of trail culverts and drainage requirements.
  - Provide water resources engineering design of berms and spillways in support of wetland creation.
  - Provide design of erosion protection for infrastructure, including outfall structures.
- Support Municipal Water Resource Management Objectives:
  - Provide Technical Advice as it pertains to Water Resources Engineering towards Master Plans and Secondary Plan requirements.
  - Provide Technical Advice for development SOPs for Low Impact Developments within municipally owned lands, including ROW.

### **Flood Plain Mapping**

- Hydrologic/Hydraulic Analysis, including urban drainage systems.
- Hydrology modelling and associated stormwater management criteria development.
- Hydraulic modelling including two-dimensional modelling.
- Establishing the flooding hazard limit through floodplain mapping studies.
- Development of engineered floodplain map sheets.
- Utilizing hydrometrics data gathered through Regional Monitoring to develop updated floodplain mapping.

## **2.2 Flood Management**

TRCA provides municipalities and citizens with comprehensive flood risk identification, warning, and mitigation services as dictated by the *Conservation Authorities Act* (1946). The Flood Management program is responsible for producing long term plans to minimize the loss of life and property due to



flooding. Management of flood risk is achieved through operation of a Flood Forecasting and Warning Centre; implementation of flood remediation projects; maintaining and operating flood control infrastructure; operation of specialized gauging networks; and data management.

### **Flood Forecasting and Warning**

- Monitoring of weather conditions that could lead to flooding; providing a complement of staff who are on-call, as weather conditions dictate, 24/7/365.
- Issuance of Flood Forecasting and Warning messages to partners and the public.
- Communication of flood conditions to the public via media requests.
- Technical advisory to municipal partners during a flood emergency, support of municipal emergency operations centre activities during flood emergencies.

### **Flood Risk Management**

- Flood Risk and Remediation Assessment:
  - Riverine and fluvial flood characterization studies and scenario analysis.
  - Expertise in assessing flood risk to structures, roads, infrastructure, and communities; flood risk assessment and ranking of priority areas.
  - Flood remediation feasibility studies.
  - Project management of flood remediation environmental assessments and project management for preliminary design of flood protection capital works.
  - Support of detailed design process for flood protection capital works.
- Flood Emergency Management:
  - Flood risk communication and public engagement initiatives.
  - Support the development and execution of Emergency Management and Civil Protection Act compliance exercises with a flood risk focus.
  - Flood emergency plan development and training; development of flood emergency management resources for municipal staff.
- Project Management:
  - Environmental compliance.
  - Permitting/approvals.
  - Geotechnical investigation/review as necessary to assess slope stability and risk to private/public assets.

### **Flood Infrastructure and Operations**

- Operation of Flood Control infrastructure to minimize flood risks.
- Asset maintenance and management for flood control infrastructure.
- Dam Safety Reviews.
- Emergency Preparedness Plans for Flood Infrastructure.
- Stormwater pond assessments, bathymetric surveys, clean-outs, retrofits and maintenance plans.
- Watercourse infrastructure inventories and assessments.

### **2.3 Erosion Management**

Erosion Management protects life and property against the hazards of erosion and slope instability. TRCA offers comprehensive and integrated erosion identification, assessment and remediation services to TRCA owned assets and municipal and provincial partners and private property owners. Erosion works are frequently bundled with habitat and/or public greenspace enhancements to improve aesthetic, environmental, and economic value.

### **Erosion Management Capital Works**

- Planning and implementation of remedial erosion control projects to protect existing infrastructure or support new infrastructure development. This includes the following services:
  - Overall project management including liaising and obtaining agreements with private landowners.
  - Obtaining all necessary permits and approvals.
  - Complete all Environmental Assessment requirements including leading public meetings and drafting Project Files or Environmental Study Reports.
  - Environmental compliance.
  - Develop detailed designs to address hazards including retaining consultants or utilizing TRCA's drafting and design team.
  - Construction of erosion control structures (e.g. retaining walls, revetments, weirs/turning vanes).
  - Implementation of remedial erosion control works and administer contracts for specialized services.
  - Post-construction compliance monitoring and reporting.

### **Erosion Hazard Monitoring**

- Establishing scalable long-term monitoring programs to assess risk from erosion or slope instability to property or infrastructure.
- Condition monitoring of existing erosion control structures.
- Geotechnical investigation/review as necessary to assess slope stability and risk to private/public assets.
- Monitoring of watercourse-based erosion or slope instability through the establishment of formal sites that includes sketches, photos, and observations.
- Sharing of monitoring data/reports through a web-based database (Stream, Erosion and Infrastructure Database) that can be customized to better integrate with existing systems.
- Prepare technical reports that summarize findings from field inspections to establish priorities for action and to inform capital plans.
- Depth of cover monitoring and topographic surveys to assess erosion risk to buried infrastructure.
- Remotely Piloted Aircraft System (RPAS) assessments of erosion hazards.

## **Service Area 3 – Regional Biodiversity**

### **3.1 Ecosystem Management Research and Directions**

Ecosystem management research and directions delivers initiatives to develop, communicate and regularly update jurisdiction-wide ecosystem management strategies, while responding to information needs and knowledge gaps identified internally or by partner municipalities. In addition to ensuring value creation and capture in partnership arrangements, TRCA's on demand internal expertise allows independent research in support of internal, municipal, provincial, and federal program and policy development. Internal capacity also ensures the early inclusion of integrated watershed management principles and systems thinking in knowledge generation, planning and policy development, and practical application.

### **Aquatic System Priority Planning**

- Aquatic ecosystem characterization and scenario analysis under future land use and climate.
- Water Resource System planning and mapping.



- Strategic management prioritization of aquatic species and habitat:
  - Developing ranking system.
  - Identifying potential habitats.
- Aquatic habitat connectivity and barrier assessments and management.
- Stormwater management systems and natural aquatic systems integration guidance.

#### **Terrestrial (and Integrated) Ecosystem Planning**

- Terrestrial ecosystem characterization and scenario analysis under future land use and climate.
- Updated and integrated Natural Heritage System planning and mapping.
- Strategic and integrated Natural Heritage System (terrestrial and aquatic) implementation to support land use planning, EA planning, watershed planning, restoration planning, and municipal comprehensive review processes.
  - Ecological data analysis, modeling, and synthesis.
  - Identify appropriate site level management actions within the context of broader watershed and regional priorities.
  - Develop method and map specific components of Natural Heritage System that are not comprehensively identified at the regional scale (e.g. significant wildlife habitat).
- Habitat Connectivity and Wildlife Movement Data, Priorities and Guidance.
  - Strategic guidance at preliminary stages of EA planning.
  - Field data collection and analysis to inform EA processes.
  - Studying before and after construction impacts and mitigation efficacy.
  - Collective ecosystem benefit of the mitigation at watershed / regional level
- Research and communication of best management practices for natural system and ecosystem protection and restoration, natural system planning and other natural heritage and aquatic habitat initiatives in support of municipal plans and strategies.
- General support and guidance in the application of the latest science and practice of ecosystem management, climate change adaptation, green infrastructure, and integrated water management.
- Support in incorporating climate change and natural assets into asset management planning.
- Ecosystem service valuation methods and application.
- Facilitating research partnerships to help fill priority knowledge gaps towards achieving municipal objectives.
- Planning Ecology liaison function between TRCA monitoring, research and restoration planning and implementation efforts and municipal planning process and other programs.

#### **Restoration Opportunities Bank**

- Habitat offsetting carried out in anticipation of future impacts that is generally created by restoring a damaged stream or an associated wetland.
- Post-Construction Monitoring (usually 3 years) is required.
- Credits can be used to obtain Authorizations under the federal Fisheries Act.
- Set up a banking arrangement between the proponent and DFO:
  - Legal Agreement.
  - Service Area.
  - Credit Release Schedule.
  - Monitoring Protocols.
  - Design, permit and construct the project.
  - Post-construction monitoring.

- Reporting with credit ledger.

### **3.2 Biodiversity Monitoring**

Biodiversity Monitoring assesses catalogues and reports on the condition and trends of terrestrial and aquatic biodiversity throughout TRCA jurisdiction. These data contribute to the understanding and conservation of flora and fauna species and communities, the success of restoration and management activities, as well as the understanding of invasive species prevalence and trends. Data analysis further serves to guide and support TRCA and partner municipality activities. As part of an integrated service delivery model, Biodiversity Monitoring enables TRCA to accelerate the adaptive management cycle and to address emerging opportunities and concerns more quickly, comprehensively, and cost effectively.

#### **Regional Monitoring – Biodiversity**

- Long term monitoring at strategic locations across the municipalities, watersheds, and TRCA jurisdiction to track, assess, and report on the changes in terrestrial and aquatic habitat and biodiversity (e.g. plants, animals, fish, benthic) over time at these specific geographic scales.
- Comprehensive analysis and synthesis of the changes within the context of land use and climate change to provide on-the-ground evidence on type and extent of impacts and guidance on mitigation and management actions.

#### **Activity Based Monitoring - Aquatic and Terrestrial**

- Characterize the biophysical attributes of the Lake Ontario waterfront and 9 watersheds including: Fish, Benthic invertebrates, Sediments, Water quality, habitat, Breeding birds, Amphibians, Vegetation (tree health, composition, structure, regeneration), and species at risk.
- Targeted monitoring to address specific questions or project concerns such as effectiveness of crossing structure design for wildlife movement, habitat use of specific species of concern, stormwater management pond efficacy to reduce thermal load on streams etc. to ensure future management actions are effective and efficient.

#### **Terrestrial Inventory and Assessment**

- Strategic increase in the coverage of fauna, flora, and vegetation inventory data across the region to inform land use and EA planning process and complement the long-term monitoring data.
- Terrestrial biological inventory and assessments conducted on a site by site basis that can consist of the following activities:
  - Mapping of the vegetation communities to vegetation type (Ecological Land Classification – ELC).
  - Mapping of flora and fauna species of conservation concern (and Species at Risk) along with species list for the area. Fauna species surveys include breeding birds and amphibians.
  - Bat acoustic monitoring.
- Wetland Evaluation as per the ON Wetland Evaluation System.
- These data are used to describe baseline conditions for an area and provide the following:
  - Relevant data to inform land management decisions related to land development, trail, alignments or restoration plans.
  - Identifies sensitive natural heritage system features.
  - Watershed planning and report cards.



### **3.3 Restoration and Regeneration**

Restoration and Regeneration includes a variety of programs and projects that restore physical habitat and improve ecosystem health and habitat function. The Restoration and Regeneration program undertakes comprehensive and integrated environmental restoration services for TRCA owned assets, public sector partners and private clients. The program offers the ability of streamlined restoration planning, implementation and permitting services, making TRCA's offerings unique in delivering both economic and environmental value-added services.

#### **Watershed Restoration**

- Watershed restoration recommendations and implementation.
- Restoration of appropriate natural cover and essential wildlife habitats preferably guided by the priorities identified by watershed plans and other TRCA and municipal partner strategies (e.g. urban forest strategies, climate adaptation strategies, sustainability strategies). Restoration can include meadows in hydro corridors and other natural cover in other transient areas across urban-rural gradient.
- Hydrologic improvements.
- Design and construction of community gathering spaces such as fishing nodes and lookouts.

#### **Shoreline Restoration**

- Shoreline improvements to address erosion concerns, improve water quality and enhance fish and wildlife habitat.

#### **Wetland Restoration**

- Restoration of degraded wetlands, including marginal lands (e.g. agricultural lands) and wetland creation to improve water quality and quantity, mitigate downstream flooding (where feasible), enhance fish and wildlife habitat and create opportunities for nature appreciation.

#### **Riparian and Flood Plain Restoration**

- Restoration of degraded riparian habitat and flood plains to improve water quality and quantity, mitigate downstream flooding (where feasible), enhance fish and wildlife habitat and create opportunities for nature appreciation.

#### **Natural Channel and Stream Restoration**

- Stream restoration including natural channel design implementation in failing concrete lined channels and erosion mitigation.
- Pond decommissioning and site remediation.
- Development and implementation of a long term, multi-year restoration strategy:
  - Restoration Opportunity Planning.
  - Restoration Strategic Prioritization.
  - 5-year reach based strategic plans.
  - Natural channel design planning.
  - Watershed Planning.

#### **Natural Channel Design – Monitoring and Evaluation**

- Monitoring and evaluation of Natural Channel Design (NCD) projects for:
  - improving water management.
  - promoting sustainable communities.
  - protecting and regenerating natural habitats.

- Developing monitoring plans to ensure that priorities have been and will continue to be met.
- Collection of monitoring data before, during, and after restoration work to track project outcomes and inform future NCD projects.

#### **Wildlife Habitat Management**

- Identifying strategic habitat needs for various groups of TRCA's regional Species of Concern and Vegetation Communities of Concern at regional and site scale and providing guidance and decision support tools to inform management actions.
- Structural habitat implementation such as bird boxes, snake hibernacula, and turtle habitat.
- Wildlife and ecosystem management to reduce human-wildlife conflict (e.g. Canada Geese, beaver dams, meadow management, etc.).

#### **Inland and Lakefill Soil Management**

- Identifying strategic soil disposal opportunities that benefit and accelerate restoration projects while providing Municipal and Regional partners with viable excess soil re-use options for infrastructure projects.

#### **Compensation Restoration**

- Guide and assist municipalities in replacing natural features lost through the development and/or infrastructure planning process in accordance with TRCA's "*Guideline for Determining Ecosystem Compensation*" after the decision to compensate has been made.

### **3.4 Forest Management**

Forest Management is related to the establishment and maintenance of healthy, vigorous and diverse forest cover and associated habitat. TRCA's expertise allows it to offer comprehensive and integrated forest management, reforestation and restoration services to municipal and regional partners and private property landowners. To ensure supply availability and cost effectiveness for the use of native species in TRCA ecosystem regeneration projects, Forest Management operates its own nursery. Locally collected seed is used to grow highly desirable hardy native plant materials well adapted to local conditions.

#### **Forest Management Planning**

- Development of Forest Management Plans.
- Development of urban forest studies, strategies, and arborist reports.
- Completing ongoing monitoring of forest health.

#### **Forest Management Operations**

- Stand tending/thinning.
- Tree planting services.
- Supply of nursery stock from TRCA's local tree and shrub nursery.
- Full-service tree and shrub plantings/site prep/mulching.

#### **Managed Forest Tax Incentive Planning**

- Creation of Managed Forest Plans to make landowners eligible for the provincial Managed Forest Tax Incentive Program.
- Provide consulting services to landowners about managing their forests for various objectives.

#### **Invasive Species Management**

- Mapping and assessment of priority invasive species and management locations.
- Development of invasive species management plans.



- Implementation of invasive species management plans.

#### **Hazard Tree Management**

- Triage-based hazard assessment and mitigation (and emergency storm response).

### **• Service Area 4 – Greenspace Securement and Management**

#### **4.1 Greenspace Securement**

Greenspace Securement brings lands into public ownership or otherwise secures the assurance of their protection through private landowner agreements. Greenspace securement protects human life and property by securing lands subject to erosion or flooding hazards, protects the form and function of natural heritage lands by bringing them into public ownership and management, and increases local and regional recreational health benefits by allowing for public use and programming. TRCA's current landholdings contain approximately 7.3% of the total land base of TRCA's jurisdiction with more than 18,000 hectares.

#### **Greenspace Planning**

- Strategic planning to identify criteria and priorities for securement that support natural heritage, cultural heritage and public use objectives.
  - Prioritization assessments and mapping to guide acquisition to ensure natural heritage objectives are met.
- Strategic planning to maximize the benefits of a watershed approach to land acquisition, ownership and management as it pertains to flood control, tree planting, erosion control, recreation.
- Support and coordination for contiguous ownership across municipal boundaries to create increased resilience for climate change. Lands can be holistically planned and managed to protect from erosion from significant weather events, improving overall tree cover, increased groundwater absorption facilitating conservation land improvements (providing permeable surface areas), and improved water quality through wetlands and groundwater infiltration.

#### **Greenspace Land Acquisition**

- Watershed plan implementation.
- Coordination of easements/grants to support municipal infrastructure development.
- When opportunities present themselves or when requested to act on behalf of municipalities, TRCA can move rapidly to secure greenlands, hazard lands, and valley lands.

#### **4.2 Greenspace Management**

TRCA undertakes comprehensive land asset management services on TRCA managed greenspace to reduce risk to human and assets from natural or human hazards, eliminate encroachments, and, where appropriate, provide opportunities for safe and enjoyable recreation experiences to residents and visitors. Projects under the program include monitoring and management of TRCA properties to ensure that their natural and cultural heritage values are protected in perpetuity while providing a safe visitor experience for the public.

#### **Resource Management Planning**

- Land management and master planning, including current conditions, background report, land management zones, management recommendations, public use plans, asset management plans, and implementation plans, and associated stakeholder and public engagement.
- Property site securement and protection planning.

### **Inventory and Audit**

- Inventory, assessment and monitoring of property boundaries to address site securement and protection, hazard management and on-going property maintenance requirements.
- Easement compliance monitoring.

### **Implementation**

- Fence and gate installation and maintenance.
- Property signs.
- Volunteer and stewardship group coordination in support of development and management initiatives.

### **Hazard Management**

- Noxious plants (e.g., Giant Hogweed) management to address public safety concerns.
- Secured greenlands to provide a buffer from streams sources (agricultural or industrial activities, filter runoff).
- Ability to exclude incompatible uses from wellhead areas and recharge zones, thereby protecting drinking water sources.

### **Archaeology**

- Stage 1 to 4 archaeological investigations and reporting.
- Indigenous engagement and consultation.

## **Service Area 5 – Tourism and Recreation**

### **5.1 Conservation Parks**

Conservation Parks offer visitors throughout the Toronto region a place to engage in outdoor recreation in a natural setting. As one of the largest landowners in the Toronto region, TRCA manages ten conservation parks across nine watersheds. Proximity to the urban core makes conservation parks attractive to urban and suburban residents and visitors seeking natural spaces and recreation opportunities within the Greater Toronto Area (GTA). Through diverse program offerings, TRCA Conservation Parks emphasize and encourage the connection between health and wellbeing and nature-based recreation within our communities.

- Provide and maintain available green space for recreational use including all facility maintenance, cleaning, reservation services, staffing, and customer services.
- Patrol TRCA parks and properties and promote appropriate public usage. Conduct inspections and investigations relating to public safety and land use infractions and respond to stakeholder concerns.
- Outdoor aquatic facility, campground and golf course management, maintenance, services and staffing.
- Development and delivery of community programs and education exhibits/displays that empower a diverse range of participants, build leadership, and tell the story of the Toronto region.

### **5.2 Waterfront Parks**

TRCA is a significant waterfront landholder with jurisdictional authority over a portion of the Lake Ontario shoreline. TRCA's jurisdiction on the waterfront stretches 67 kilometers from Mississauga to Ajax, not including the Central Waterfront. In combination with TRCA's standing expertise in park development, project management, erosion and landform works, integrated shoreline management, environmental assessment, public consultation and stakeholder engagement, TRCA provides uniquely



comprehensive, streamlined, and value added waterfront park development offerings that mitigate municipal partner risk and associated expense.

- Provide support in acquiring funding, planning, design and construction of erosion protection and state of good repair of the Lake Ontario waterfront.
- Provide Lake Ontario waterfront planning and development services.
- Provide an advisory role in development of master plans for Lake Ontario waterfront parks and support Master Plan implementation through design and construction services.
- Work with Toronto Park, Forestry and Recreation on ongoing operations and maintenance of waterfront parks as per the 1972 Waterfront Agreement and provide construction support as needed.
- Conduct ongoing public engagement and outreach for Lake Ontario waterfront projects through communication with elected officials, partners and stakeholders.
- Support programs and projects related to debris clean-ups and provide services for naturalization/restoration projects with partners and stakeholders across the Lake Ontario waterfront.
- Primary liaison for Toronto Harbour Remedial Action Plan (RAP) program.
- Provide support through the Environmental Assessment process on large Lake Ontario waterfront projects.

### **5.3 Trails**

TRCA is a leader in the planning, implementation and management of trails and associated infrastructure that provide safe, enjoyable recreational trail experiences for area residents and visitors. This expertise is utilized in the development and management of trail infrastructure on both TRCA managed greenspace and through fee for service agreements with partner municipalities to directly benefit communities across each region. This cooperation facilitates an integrated approach to the development and implementation of the jurisdiction-wide trail network identified in the Trail Strategy for the Greater Toronto Region. The TRCA trails program includes site specific planning, development and trail management activities that support TRCA's aim to create complete communities that integrate nature and the built environment by providing nature-based recreation experiences for a growing population while protecting and restoring the form and function of existing ecological systems.

#### **Trail Planning, Development and Management**

- Strategic and site planning for development of new trail networks and operational improvements to existing networks, including associated stakeholder and public engagement.
- Trail inventory, assessment and monitoring, including accessibility assessments.
- Wayfinding and trailhead signs.
- Amenity development, including parking lots, resting areas, benches, kiosks, interpretive signs.
- Maintenance, including mowing, minor repairs, sign replacement.
- User monitoring, including trail counts and user surveys.

### **5.4 Events and Festivals**

Events and festivals promote community involvement and recreation while generating diversified revenue that supports TRCA's financial sustainability. TRCA offers a variety of unique indoor and outdoor accessible community event spaces for a variety of public events and festivals. With expertise delivering festival and event programming, TRCA can host and promote large-scale events in a manner that maximizes revenue, engagement, enjoyment, learning, and customer satisfaction.

#### **Events and Festivals**



- Provide tourism destinations and attractions, engaging large numbers of residents and out of area visitors, through the planning, development and execution of small to large scale festivals and events at a variety of TRCA property assets across our jurisdiction.
- Work with third party partners to host small to large scale events, including weddings, on TRCA property.

## **Service Area 6 – Planning and Development Review**

### **6.1 Policy Development and Review**

This program implements TRCA's mandated planning and regulatory responsibilities, as per TRCA's role as a watershed and shoreline manager, regulator, commenting agency, service provider and landowner. TRCA's role includes the review of federal, provincial and municipal legislation and incorporates the science and mapping of the integrated watershed management perspective. Participation in provincial and municipal initiatives (such as the Oak Ridges Moraine Coalition, Source Protection Committee, and Conservation Ontario, and Conservation Ontario sub-committees) are also key activities of Policy Development and Review.

#### **Policy Development and Review**

- Coordination of multi-disciplinary reviews of federal, provincial, municipal and TRCA policy initiatives of interest to TRCA, including municipal comprehensive reviews, comprehensive zoning by-law reviews, tree by-laws, sustainability initiatives, climate change action plans, etc.
- Development of policy and guidance documents to ensure natural hazards, natural features, water resources and ecological functions and hydrological functions are managed, protected and/or restored through development and infrastructure planning and to help ensure planning reviews are efficient and standardized.
- Providing policy, planning, technical and ecological input into policy related documents, including Official Plans and Special Policy Area reviews in accordance with provincial procedures.
- Implementation support to Development Planning and Permits, Infrastructure Planning and Permits, Watershed Planning and Reporting, Enforcement and Compliance, Conservation Lands and Trails Planning, Property, Restoration and Infrastructure.
- Managing TRCA regulation mapping.
- Managing TRCA Solicitor/Realtor Inquiry Service.

### **6.2 Development Planning and Regulation Permitting**

Development Planning and Regulation Permitting provides advice to approval authorities under the Planning Act as a service provider, provincially delegated reviewer for natural hazards, public commenting body, and resource management agency. In working with approval authorities, private and public proponents, TRCA helps to facilitate sustainable development and infrastructure and ensures that it is adequately set back and protected from natural hazards and environmentally sensitive areas.

#### **Development Planning and Regulation Permitting**

- Watershed plan implementation.
- Review of applications made under the Planning Act for consistency with provincial natural hazard, natural heritage and water policies and TRCA permitting authority.
- Official Plan support (policy development and associated hearings/mediation), MESP's, transportation/servicing master plans.
- Facilitation of natural heritage and natural hazard lands into public ownership.



- Other environmental planning services as requested by municipality.
- Provide value added service to the development process through hands on assistance with developers and consultants with meeting challenging design mitigation strategies.
- Provide regular training to development and consulting community to assist with meeting TRCA criteria.
- Conduct compliance audits of TRCA Planning and Development permit sites to ensure compliance with site plans, permit conditions, construction techniques and methodology, and environmental controls/ protections.
- Identify and address non-compliance issues and environmental concerns associated with approved development sites. Negotiate compliance and required permit amendments or revisions relating to TRCA regulatory jurisdiction, legislation, and policies.
- Address stakeholder concerns associated with unauthorized development activities within TRCA jurisdiction, and coordinate with partnering agencies and TRCA technical, planning, and senior staff to formulate solutions, and to develop compliance strategies.

### **6.3 Environmental Assessment Planning and Permitting**

TRCA undertakes environmental assessments on behalf of municipal and agency partners. In addition, the Environmental Assessment Planning and Permitting section provides advice to approval authorities under the Environmental Assessment Act and associated legislations as a service provider, provincially delegated reviewer for natural hazards, public commenting body and resource management agency. These roles position TRCA to offer value-added environmental assessment consulting services that reduce proponent uncertainty and risk.

#### **Environmental Assessment Planning and Permitting**

- Watershed plan implementation.
- Provide value added service to municipal partners through hands-on assistance with meeting challenging design mitigation strategies.
- Provide regular training to development and consulting community to assist with meeting TRCA and applicable regulatory criteria.
- Provide technical and ecological input into Terms of Reference for municipally run projects in a timely manner.

## **Service Area 7 – Education and Outreach**

### **7.1 School Programs**

TRCA designs and delivers environmental education programs that complement provincial curriculum outcomes and objectives. This approach leverages TRCA's long-standing relationships with district school boards in the co-creation of programs tailored for classroom, community, and TRCA field trip locations. School Programs include formal and non-formal environmental education programs provided to students from pre-kindergarten to university level.

#### **School Programs**

- Development and delivery of curriculum linked education programs (day, overnight) that meet municipal/regional public education and public awareness goals and objectives such as waste, water conservation, wastewater management, composting, climate change.
- Activate school communities through the EcoSchools Canada platform to merge sustainability-minded facility operations and student learning with municipal goals and objectives around waste reduction, active transportation, energy and water conservation, and community involvement.

- Support large scale environmental education events by providing staffing, technical, educational, and volunteer management expertise and resources (e.g. York Children's Water Festival).

## **7.2 Family and Community Programs**

Family and Community Programs utilize TRCA landholdings and infrastructure to offer affordable, educational, family-oriented programming. Family and Community Programs seek to enhance the richness and educational value of the visitor experience by delivering programs in unique natural and cultural settings. Programming is delivered through regularly scheduled activities, special events, attractions, and exhibits and programming.

### **Family and Community Programs**

- Engagement of residents in the municipality or region in natural heritage, energy conservation, water conservation, outdoor recreation, and cultural heritage programs and workshops on topics such as native plants gardening, water conservation, energy conservation and renewable technologies.
- In collaboration with Region Social Services branch (early interventionists, physiotherapists and social workers), provide support to staff and clients by providing outdoor space, program development support and program delivery support at select conservation areas to meet client therapeutic outcomes.
- Engage with parents/guardians to promote and facilitate community learning and activation around Active Transportation.
- Provide training and development programming to mentor early- to mid-career stream staff in advancing their environmental sector employment goals (i.e. Young Conservation Professionals).
- Work with municipalities to animate and create engaging spaces for communities to recreate, gather, and realize entrepreneurial opportunities locally (i.e. Bolton Camp).

## **7.3 Newcomer Employment and Education**

TRCA provides support services for new Canadians to settle socially, culturally, academically and economically into the Toronto region. To support employment and economic outcomes, TRCA utilizes in-house staff expertise to provide employment and training for new Canadians through bridge training activities that address current and future labour market shortages. TRCA also provides services to the employment sector that supports the successful integration and retention of new Canadians within the work force. Beyond the employment context, TRCA develops and delivers programming to expose newcomers to local environmental issues and topics.

### **Newcomer Employment and Education**

- Engage newcomers through in-class environmental educational programs at English language learning centres, as well as through field trips and participation at cultural/faith events (Multicultural Connections Program).
- Develop and provide training, mentoring and employment coaching to youth and adult newcomers to connect them to environmental employment opportunities through the PAIE Program and the Newcomer Youth Green Economy Program.

## **Service Area 8 – Sustainable Communities**



## **8.1 Living City Transition**

The Living City Transition program supports innovation and improvement in existing TRCA community sustainability projects and builds alignment for action on broader sustainability issues within the region. TRCA delivers sustainability and resilience development programs that require significant public assets, diverse partnerships, and innovative non-profit funding models. TRCA leverages this unique combination of capacities, in conjunction with 50+ years of city-building and sustainable technology expertise, to create network-based sustainability initiatives.

### **Sustainable Neighbourhoods**

- Lead neighbourhood screening process to map areas having multiple municipal priorities for urban renewal and climate action, and a need for integrated, collaborative projects.
- Develop and implement neighbourhood action plans for improved sustainability and resilience by building strong community support and implementation partnerships to advance projects in the private and public realms.
- Prepare neighbourhood scale climate vulnerability assessments, adaptation plans and resilience strategies by downscaling and informing municipality-wide data with local perceptions of risk, assets, needs and local knowledge.
- Design and deliver one-window home retrofit programs which help homeowners and municipalities address local priorities (e.g. flood risk reduction, stormwater management, tree planting, water and energy efficiency and renewables, rainwater supported urban agriculture, waste diversion etc.).
- Engage private property owners and tenants in design and delivery of revitalization projects for multi-unit residential, commercial and institutional properties.
- Inform integrated infrastructure renewal project designs and identify innovative funding partnerships that can deliver enhanced greening, climate action, active transportation and community amenities as part of road, parks or other renewal projects.
- Deliver programming that fosters community connections, emergency preparedness and capacity building for resilience.

### **Community Transformation**

- Sustainability
  - Engaging municipal partners across the GTHA in sharing best practices and experiences in sustainability, including climate mitigation and adaptation.
  - Review and provide input to development and infrastructure planning and development on sustainability best practices.
  - Development of achievable sustainability targets and implementation scenarios to meet long term corporate goals and objectives.
  - Development of policies, standard operating procedures and guidelines for the day to day application of sustainability best practices by staff. Provide ongoing review and guidance to business units on application of sustainability best practices.
  - Custom reporting, including data collection and analysis, for corporate annual reports, GRI aligned reporting and division, facility and business unit-based sustainability performance tracking and reporting, and to guide ongoing practices.
  - Development and delivery of staff sustainability training programs for general onboarding and targeted programs. Integration of sustainability outcomes into staff accountability and job descriptions.
- Solid Waste Management

- Develop corporate solid waste strategies and facilities plans, including incorporation of leading-edge practices, to achieve waste diversion while supporting corporate goals for preserving natural resources and achieving regulatory compliance.
  - Providing sustainability oversight to solid waste contracts and operational support for billing and service delivery. Coordination of hauler activities on site that support sustainable waste management.
  - Annual auditing of waste streams to help sites and staff identify and improve waste collection and diversion opportunities and measure performance for recycling stream contamination and capture rates.
- Facility Energy and Water Management
  - Preparation of corporate and individual facility energy and water use management plans to achieve corporate goals.
  - ASHRAE Level 1 and 2 audits to identify implementation measures to meet corporate goals.
  - Ongoing tracking of energy and water performance to guide onsite management. Includes data collection and analysis, annual and ongoing performance tracking, and diagnostics to identify and address issues.
- Climate Change
  - Develop facility GHG reduction strategies and plans, climate mitigation and adaptation site action plans, and monitor ongoing performance.
  - Develop, analyze and report on carbon inventories, emission factors and carbon calculations at the corporate and project scales based on GHG Protocol standards for carbon accounting. Research and development of marginal emissions factors to provide enhanced business case analysis for energy efficiency projects.
  - Apply Low Carbon Resilience lens is to coordinate and co-evaluate adaptation and mitigation strategies in policy, planning and implementation processes to reduce both emissions and vulnerability.
- Sustainable Procurement
  - Research and development of sustainable procurement policies, standard operating procedures and guidelines designed to facilitate buyers to specify sustainable criteria within procurement process and value net benefits of sustainable purchases using total cost of ownership analysis.
  - Provide procurement review for sustainability issues. Includes expert insight for the procurement request process to ensure that purchasing process includes sustainability considerations that are grounded in feasible options that reflect best practices or best products and are reviewed accordingly in the bid evaluation of proposals.

#### **Partners in Project Green**

- Municipal Climate Innovation
  - Develop and implement neighbourhood scale and business zone engagement initiatives for municipalities, including associated workplans. Ensure that initiatives align with municipal Climate Change Action Plans and other relevant strategies.
- Energy Performance and Low Carbon Transport
  - Development of energy and low carbon strategies, such as zero-emissions vehicle strategies, alternative fuels and fuel efficiency strategies. Includes research, analysis, project management, vendor procurement, and stakeholder consultation.
  - Develop and lead Energy Leaders Consortium. Work with businesses and municipalities to share best practices and collective initiatives on energy management and conservation.



- Develop and lead Small-Medium Enterprise (SME) Energy Management Consortium. Work with SME's and municipalities to facilitate knowledge transfer on energy management best practices, and disburse funding provided by IESO.
- Water Stewardship
  - Develop and lead Municipal Water Efficiency Eco-Cluster. Establish partnerships between municipalities and businesses, exploring the nexus of water conservation and energy conservation, including case studies and summary report.
  - Support green infrastructure and low impact development, through research, report development, and connecting members with relevant TRCA services, vendors and information.
- Waste Management
  - Arrange Material Exchanges by "matchmaking" organizations that have large volumes of waste to other businesses or organizations that can use the materials, reducing waste to landfill and lowering costs for businesses within municipalities.
  - Conduct Recycling Collection Drives. In partnership with Diabetes Canada, participating businesses within GTA municipalities collect and divert textiles and e-waste to support municipal diversion and circular economy programming.
  - Develop and conduct Plastics Challenge Hackathons, which are multi-sector events to find innovative solutions to reduce plastic streams to municipality waterways.
- Communications, Engagement and Events
  - Offer Business Sustainability Education Webinar Series to promote sustainability and educate local businesses on best practices in the areas of energy efficiency, climate change mitigation/adaptation, water conservation and waste management.
  - Support municipal and corporate employee engagement on sustainability through the People Power Challenge, a turn-key 3-month campaign including educational events, resources, webinars workshops.

### **Urban Agriculture**

- Planning, design and implementation of urban agriculture projects (i.e., urban farms, community gardens, local food procurement on TRCA or municipal lands which focus on local food production, community engagement and educational outreach)
- Technical support pertaining to agri-environmental Best Management Projects (i.e., project planning, design, and implementation), and developing Environmental Farm Plans.
- Administration of agricultural leases for new and existing urban farm projects on TRCA lands
- Facilitation of partnerships for the purpose of developing new urban agriculture initiatives on TRCA or other public lands.
- Provide technical expertise on matter pertaining to urban agriculture (i.e., policy review, supporting municipal agriculture related advisory committees).
- Conduct feasibility studies for scoping out future opportunities and sites to support urban agriculture.
- Share/disseminate information locally and globally and engage diverse audience related to the project and /or program – conference presentations, public meetings, peer-review papers.

### **Sustainable Technology Evaluation Program**

- Planning, design, implementation and maintenance inspections of low carbon, Green infrastructure and Low Impact Development technologies and approaches.
- Development of standard LID specifications to facilitate stormwater plan review and standard operating procedures to facilitate long term maintenance of practices.
- Green infrastructure retrofit priority mapping to identify key areas in the City where GI retrofits could be considered during road reconstruction and re-development projects.

- Share / disseminate information locally and globally and engage diverse audience related to the project and /or program – conference presentations, public meetings, peer- review papers.
- Provide training to municipal staff, consultants, developers, residents and stakeholders on low carbon technologies, stormwater management, green infrastructure, natural heritage and restoration related themes.
- Stormwater management plan implementation support through practice and site scale monitoring, data analyses and synthesis of regulatory compliance monitoring data collected at new and re-development sites.
- Pilot project and study design development and implementation to test and validate new low carbon, renewable energy and stormwater management approaches and practices.
- Pre-feasibility assessments of low carbon and green infrastructure approaches and practices.
- Provide technical support to municipalities in identifying options and implementing deep energy retrofits and green stormwater infrastructure within municipally owned buildings.
- Facilitate strategic partnerships with research, policy, and practice community to examine specific questions to support implementation of a plan / program.
- Provide field laboratories to test and evaluate new technologies and approaches related to green stormwater infrastructure and low carbon technologies.

#### **Climate Science Consortium**

- Expertise and support in understanding and addressing climate change implications to municipal and community programs and infrastructure including risk and vulnerability assessments and resilience planning. Support with incorporating green infrastructure and climate change considerations into municipal asset management planning.
- Partnership development with academic institutions to help facilitate research towards filling priority knowledge gaps for municipal partners.
- Provide support to municipalities in the incorporation of climate change into asset management planning.

#### **Rural Clean Water Program**

- Rural Clean Water Program offers grants and consultations to agricultural and rural landowners to assist them in managing the effect of their land management on water quality.

#### **Green Infrastructure**

- Provide support and guidance to municipalities in the incorporation of natural assets into asset management planning.
- Expertise and support in integrated water management including development of tools and mapping to quantify stormwater and other benefits of green infrastructure and prioritize implementation locations and designs.
- Expertise in ecosystem service valuation methods and general support in the application of the latest science and practice of green infrastructure into municipal strategies, plans, and actions.
- Research and application support.
- Facilitating research partnerships to fill priority knowledge gaps towards achieving municipal priorities.

### **8.2 Community Engagement**

TRCA has both the strong reputation and expertise needed to collaborate with the community and stakeholders to deliver environmental stewardship and engagement programming. TRCA's community



engagement program activities employ unique and innovative collaboration models to engage residents, government, private sector and NGO's with the objective of achieving healthy ecosystems, community well-being and regional sustainability.

#### **Citizen Based Regeneration**

- Coordinate, organize and deliver community and corporate group native trees and shrubs plantings, pollinator plantings, and activities to build, monitor and maintain wildlife habitat structures.
- Coordinate, organize and deliver community and corporate group watershed wide clean-up activities to remove debris and garbage from watercourses and naturalized areas.
- Coordinate, organize and deliver community and corporate group activities to engage them in TRCA's Young Tree and Shrub Monitoring and Maintenance Program (YTMP) to maintain newly restored sites and collect long-term data on success of newly planted sites.
- Coordinate, organize and deliver community and corporate group activities to engage them in other meaningful citizen scientist programs such as road ecology monitoring or turtle nest protection programs.

#### **Stewardship**

- Develop and deliver programs that provide opportunities for residents to play an active role in the health and wellbeing of their natural environment.
- Coordinate and facilitate programs such as community tree plantings, habitat creation projects, citizen science workshops, clean-ups, nature walks, gardening workshops and stormwater and rainwater management programs that empower residents to live sustainably.
- Work with multiple partners, including municipalities, to coordinate and support community programming events to educate the public on water conservation, composting, gardening for native plants and supporting native wildlife.
- Providing support and/or assets to multiple organizations including libraries, museums, art centres, guides and scouts troops and community groups with the goal of supporting local environmental initiatives.
- Create opportunities and programming for youth to gain valuable experience within their communities as well as within the environmental sector (Conservation Youth Corps, Girls Can Too Program).

#### **Watershed Engagement**

- Develop and lead compelling experiences for various audiences within the watershed.
- Serve as stakeholder liaison for key projects, programs and initiatives.

## **Attachment 2 - Sample of Municipal Services and Supports**

The items listed below are examples of the type of services and supports that may be offered by some municipalities within TRCA's jurisdiction and that TRCA may wish to obtain through the MOU and SLA process. While some of these services may be procured on a fee for service basis, many may be in-kind. This list of services and supports is for illustrative purposes and is not intended to be comprehensive at this point.

### **1. Communications and Outreach**

- Support the promotion of TRCA activities, projects and updates which are of interest to municipal residents and stakeholders through special events, social media, municipal websites, newsletters, etc.
- Coordinate responses with TRCA any responses to elected officials and media which are of both municipal and TRCA interest.

### **2. Citizen Advisory Committees**

- Provide a forum for TRCA to bring projects and initiatives for input and regular updates to relevant citizen advisory committees, i.e., environmental, sustainability, agriculture and agri-food, heritage, etc.

### **3. TRCA Regional Watershed Alliance**

- Continue to support the work of TRCA's Regional Watershed Alliance (RWA) through regular participation of municipal staff and elected officials on the RWA.

### **4. Indigenous Engagement**

- Provide expertise and advice to TRCA on matters related to Indigenous engagement.
- Where opportunities may exist, facilitate opportunities for relationship building between TRCA and Indigenous communities.

### **5. Knowledge, Information, Data and Resource Sharing**

- Sharing of data sets and GIS layers
- Translation services for TRCA materials and communications
- Provide office hoteling options for TRCA staff who visit municipal offices frequently.
- Where opportunities exist, municipal staff to share knowledge to assist with the carrying out of TRCA projects and initiatives.

### **6. Staff Training and Development Opportunities**

- Extend training or staff development opportunities offered to municipal staff (i.e., workshops, courses, webinars, etc.) to TRCA staff as well.

### **7. Operations and Maintenance Support**

- Land management and maintenance of certain TRCA-owned properties, including TRCA properties adjacent to City/Town owned or managed properties (i.e., mowing of street boulevards).
- Assist with the enforcement of non-permitted uses on TRCA properties



## Attachment 3 - Template Corporate Report for Council

**TO: Mayor and Members of Council**

**REPORT FROM:**

**DATE:**

**TITLE/SUBJECT: Procurement of Toronto and Region Conservation Authority Programs and Services as part of the preparation of an updated Memorandum of Understanding and Service Level Agreements in support of shared objectives**

**OBJECTIVE/SUBJECT:** To seek Council approval to amend by-law/policy (INSERT NAME/NUMBER OF BY-LAW/POLICY) to allow for sole/single sourcing of Toronto and Region Conservation Authority (TRCA) for municipally requested specialized environmental programs and services and further, to enter into an updated Memorandum of Understanding and Service Level Agreements with TRCA to advance our shared priorities.

### **RECOMMENDATIONS:**

1. That Council approve an amendment to City/Town/Region of XXX by-law/policy (INSERT # AND NAME) to allow single/sole sourcing of TRCA/conservation authority programs and services and name TRCA/conservation authorities as an exempt organization(s) for procurement purposes for programs and services of municipal interest.
2. That Council approve City/Town/Region staff to enter into a Memorandum of Understanding (MOU) with TRCA/conservation authorities for municipally requested programs and services, in accordance with the Conservation Authorities Act.
3. That Council approve an amendment to the City/Town of XXX INSERT PROCUREMENT BY-LAW/POLICY to allow single/sole sourcing of TRCA programs and services and name TRCA as an exempt organization for procurement purposes for programs and services of municipal interest, including programs that exceed the \$XXX threshold which require Council approval.
4. That Council authorize the City/Town of XXX, or their designates, to negotiate and enter into a Memorandum of Understanding (MOU) and Service Level Agreement (SLA) with TRCA for the delivery of municipally requested and approved capital projects, operating programs, services, and partner funded projects that meet the following conditions:

- a. that the work to be performed by the TRCA on behalf of the City/Town relate to the types of projects, work and services set out in Attachment 1 of this report, unless otherwise approved by single sourcing or Council direction;
  - b. that the TRCA utilize an open, competitive bidding process consistent with the City's/Town's procurement policies and processes;
  - c. that the vendors hired by the TRCA comply with all relevant City/Town policies and guidelines;
  - d. that the TRCA shall undertake the work on a cost recovery basis provided however, that TRCA may charge a reasonable administration fee associated with project management, preparation of reports and permit applications, negotiation of easements, land acquisition, access agreements and similar types of activities subject to approval by the CEO and or CFOO of TRCA and City Manager/CAO and or relevant Deputy City Manager in the City/Town of XXX;
  - e. that the agreements be in a form and content satisfactory to the CEO and or CFOO of TRCA and City Manager/CAO and or relevant Deputy City Manager in the City/Town of XXX.
5. And that staff report back by Q1 2021 on efforts to achieve a comprehensive MOU and SLA between the City/Town and TRCA once additional details are known.

#### REPORT HIGHLIGHTS:

- The City/Town of XXX has a history of collaboration with Toronto and Region Conservation Authority (TRCA), which includes INSERT RELEVANT PROJECT AND WORK. For many years, TRCA has undertaken a variety of projects on behalf of the City/Town. TRCA owns INSERT NUMBER OF ACRES in the City/Town of XXX, including INSERT RELEVANT SITES.
- The City/Town and TRCA share responsibility for delivering services, and funding is provided from each respective budget as appropriate. Region of XXX Councillors including INSERT MUNICIPAL ELECTED REPRESENTATIVES serve on the TRCA Board of Directors to provide oversight and direction on the many programs services of common interest.
- The purpose of this report is to clarify the relationship between TRCA and the City/Town and to obtain authorization for the procurement of certain services by TRCA on behalf of the City/Town on a sole/single source basis and to enter into an updated MOU and SLAs to advance shared priorities including programs and projects.
- There is value to the City/Town in having TRCA provide services on behalf of the City/Town on projects that eliminate or reduce risk to life and property in a prompt, cost-effective and environmentally responsible manner. TRCA is able to provide cost-effective management of natural environment projects using their highly specialized expertise and ability to expedite required approvals, facilitate community involvement, meet tight timelines, and satisfy federal and provincial environmental standards particularly on TRCA land and in regulated areas such as valleylands and around watercourses and wetlands in the City/Town of XXX where TRCA approvals are required.
- It is also expected that Provincial changes to the Conservation Authorities Act (the Act) will further encourage and allow for conservation authorities to enter into agreements with municipalities within their jurisdictions, in respect to programs and services that the



authority will provide on behalf of the municipality. These initiatives are in addition to the mandatory programs and services that conservation authorities provide to their municipalities, which are required by regulation. Related regulations have not yet been made public, in order for conservation authorities and municipalities to assess what programs and services are required and which would require agreements.

- Due to the many areas of mutual interest including City/Town initiatives that cross over TRCA lands and within regulated areas, and TRCA's long term relationship with the City/Town and Region (IF RELEVANT) for monitoring and maintenance of infrastructure, City/Town of XXX staff wish to formalize the relationship between the City/Town and TRCA, as well as the services that may be procured from TRCA, by entering into an agreement with TRCA and amending City/Town of XXX INSERT PROCUREMENT POLICY/BY-LAW to allow for single/sole sourcing of TRCA services, in order to streamline the current procurement process for TRCA services, to document the services provided to the City/Town by TRCA, and satisfy the expected requirements to be laid out in the Conservation Authorities Act regulations that are expected to be released later this year.

## BACKGROUND

The City/Town of XXX has a history of collaboration with TRCA. For many years, the TRCA has undertaken a variety of projects in partnership with, and on behalf of, the City/Town and which are of common interest to both organizations. A selection of projects undertaken in partnership with, or with the support of, TRCA include:

- INSERT PROJECTS

Various City/Town departments and divisions have worked with, and continue to work with, TRCA in accordance with their respective business areas. There is value to the City/Town in having TRCA provide services on behalf of the City/Town on projects that eliminate or reduce risk to life and property in a prompt, cost-effective and environmentally responsible manner. TRCA is able to provide cost-effective management of natural environment projects using their highly specialized expertise, and ability to expedite required approvals, facilitate community involvement, meet tight timelines, and satisfy federal and provincial environmental standards.

Furthermore, amendments made to the Conservation Authorities Act ("the Act") in 2018, which are intended to increase the transparency of the relationships between conservation authorities and municipalities to the public, and also to allow for conservation authorities to enter into agreements with municipalities within their jurisdictions in respect to programs and services that the authority will provide on behalf of the municipality. These initiatives are in addition to the mandatory programs and services that conservation authorities provide to their municipalities, which are required by regulation. Specifically, the following wording was added to the Act as part of the 2018 amendments:

### Programs and services

21.1 (1) The following are the programs and services that an authority is required or permitted to provide within its area of jurisdiction:

1. Mandatory programs and services that are required by regulation.
2. Municipal programs and services that the authority agrees to provide on behalf of municipalities situated in whole or in part within its area of jurisdiction under a memorandum of understanding referred to in subsection (3).
3. Such other programs and services as the authority may determine are advisable to further its objects. 2017, c. 23, Sched. 4, s. 20 (1).

### **Mandatory Programs and Services**

(2) Programs and services referred to in paragraph 1 of subsection (1) shall be provided in accordance with such standards and requirements as may be set out in the regulations. 2017, c. 23, Sched. 4, s. 20 (1).

### **Memorandum of Understanding with Municipalities**

(3) An authority may enter into a memorandum of understanding with a municipality situated in whole or in part within its area of jurisdiction in respect of programs and services that the authority will provide on behalf of the municipality. 2017, c. 23, Sched. 4, s. 20 (1).

To date, no updated regulations have been made public to support the delineation between 'mandatory programs and services' and 'programs and services that the authority will provide on behalf of the municipality. However, it is anticipated that once the regulations are provided, the City/Town will be required to enter into an agreement in order to have TRCA provide municipally requested programs and services.

An amendment to the City's/Town's primary procurement mechanism, INSERT POLICY/BY-LAW, would further aid in streamlining the procurement process for municipal staff.

### **COMMENT/ DISCUSSION/ RATIONALE**

Given the large number of projects and the benefits from working with the TRCA, staff recommend that TRCA be engaged to undertake certain projects as set out in this report rather than putting this work out through the competitive procurement process.

City/Town of XXX staff have identified several benefits to the City/Town as a whole to enter into an agreement with TRCA and to amend the City/Town of XXX's INSERT POLICY/BY-LAW to allow for single/sole sourcing TRCA services. These include:

- Where work is taking place in unique, complex and/or sensitive areas. This can include, but not be limited to, valley lands, areas with ecological sensitivities or with species at risk;
- Where work taking place on TRCA lands, including those under management agreement with the municipality or where a hazard is present on municipal lands but work must be



carried out on TRCA lands. In all cases where work is carried out on TRCA lands, TRCA must be involved;

- Where the City/Town and TRCA enter into a partnership together on a project or program. Frequently such partnerships are tied to a system of follow-up maintenance, monitoring, assessment and evaluation of practices utilized following implementation of the project. Such partnerships exceed the services and timelines of what a private contractor would undertake;
- Where it makes sense to manage both TRCA and municipal assets together in a more comprehensive manner;
- In some cases, where TRCA can contribute funds to a project that will provide for a larger net benefit upon completion;
- Where TRCA can leverage opportunities from other programming with municipal partners (e.g. Region of XXX, Infrastructure Ontario) to coordinate integrated and potentially larger scale solutions than might be otherwise possible;
- Where TRCA offers highly unique or specialized existing services or programs that align with municipal needs, such as managing specialized consultants that require first-hand knowledge and experience in the area of expertise, for example, geotechnical engineering.

Also, TRCA has moved forward in close cooperation with the City/Town of XXX to increase communications and coordination on development applications in the City/Town. Some major successes have included coordination to ensure timely review and approval of INSERT RELEVANT PROJECTS/DEVELOPMENTS. Staff from TRCA and the City/Town involved in the development review process have regular meetings to ensure timely review and issue management related to development files.

In an effort to streamline the procurement approval process for City/Town staff and to more effectively move forward projects of municipal importance, it is recommended that Council approve the City/Town entering into an agreement with TRCA to allow the provision of services outlined in Attachment 1 and in accordance with the conditions outlined in Recommendation 1 and that INSERT POLICY/BY-LAW be amended as needed to allow this agreement to be carried out and to allow single sourcing of TRCA for goods and services required by the City/Town.

#### **Attachment 4 – Template Memorandum of Understanding**

**THIS MEMORANDUM OF AGREEMENT (“MOU”)** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”).

**BETWEEN:**

**“MUNICIPALITY”**  
(hereafter, “Municipality”)

**AND:**

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

**WHEREAS** TRCA is a conservation authority established under the *Conservation Authorities Act* (“Act”) and is governed by its participating municipalities in accordance with the Act;

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

**AND WHEREAS** TRCA provides services to and on behalf of Municipality through individual agreements in a variety of service areas;

**AND WHEREAS** recent amendments to the Act require conservation authorities to provide programs and services on behalf of municipalities under 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 memorandum of understanding or other agreement to be reviewed at regular intervals and to be made available to the public as may be determined in the memorandum or agreement;

**AND WHEREAS** TRCA and Municipality recognize the need for, and the benefits of, entering into Service Level Agreements to govern the delivery of programs and services by TRCA on behalf of Municipality, and to 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;

**AND WHEREAS** TRCA and Municipality intend to enter into a Service Level Agreement to govern the delivery of certain programs and services by TRCA on behalf of Municipality;

**AND WHEREAS** each of TRCA and Municipality are entering into this MOU to guide the development of the Service Level Agreement;



**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 (1) year (the “**Initial Term**”). Thereafter this MOU shall continue for additional one year periods (each a “**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 or Renewal Term, as the case may be.
2. The following principles shall guide the development of a Service Level Agreement between TRCA and Municipality:
  - a. TRCA and Municipality will meet regularly to review existing agreements and new areas of services, including partnership and event agreements, fee-for-service agreements, and data-sharing agreements, and identify programs and services to be provided under the Service Level Agreement, including program and service areas listed in Schedule “A”.
  - b. The Service Level Agreement will provide overarching terms and conditions for the delivery of municipal programs and services by TRCA.
  - c. The cost structure for services provided under the agreements shall reflect both direct cost and administration costs for providing the services.
  - d. Subject to complying with procurement and purchasing policies, Municipality will give due consideration to TRCA when procuring services which are a core competency of TRCA.
  - e. Programs and services under the Service Level Agreement will be implemented through individual Letter Agreements. Templates for each project/program/service Letter Agreement will be developed and attached as a separate schedule to the SLA.
3. The following principles shall guide the efforts of the parties 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:
  - a. It is recognized that there are opportunities for collaboration between the parties outside of the Service Level Agreement, including in-kind services and assistance, coordination of complementary policy and program initiatives, organization of group purchasing/municipal vendor of records, as well as projects involving third parties.
  - b. In recognition that TRCA lands and facilities are often used for a service or function that may be provided by a municipality for the purposes of the municipality and for

public use, Municipality will work with TRCA to identify lands and facilities that qualify as municipal capital facilities for the purposes of providing tax exemptions for such lands and facilities, and enter into agreements with TRCA and any person, including another municipality, for the provision of municipal capital facilities.

- c. It is recognized that collaboration and sharing of geographic information system (GIS) data and other OpenData opportunities increase efficiencies and capacity, and the sharing of data is encouraged whenever reasonably possible.
4. This MOU shall be reviewed by the Parties prior to the expiry of the Initial Term and each Renewal Term. It is TRCA's responsibility to initiate the review with Municipality at least sixty (60) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.
5. Each of TRCA and Municipality will strive to facilitate open and timely communication at all levels.
6. This MOU is not intended to be a legally binding agreement and is not intended to create any legally binding obligation between the parties.
7. This MOU shall be made available to the public on request.
8. 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.

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

**TORONTO AND REGION CONSERVATION  
AUTHORITY**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**MUNICIPALITY**

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



Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**Schedule “A” to the MOU between  
TRCA and Municipality**

**DESCRIPTION OF AREAS FOR SERVICE AGREEMENTS**

**Schedule “A”**

Service Areas Included in this Agreement &  
Possible Scope of Work that may be Provided the TRCA for each Service Area

TRCA Service Areas

- Service Area 1 – Watershed Studies and Strategies
- Service Area 2 – Water Risk Management
- Service Area 3 – Regional Biodiversity
- Service Area 4 – Greenspace Securement and Management
- Service Area 5 – Tourism and Recreation
- Service Area 6 – Planning and Development Review
- Service Area 7 – Education and Outreach
- Service Area 8 – Sustainable Communities

Scope of Work Available for each Service Area

- Service Area 1 – Watershed Studies and Strategies  
Watershed Plans and Strategies  
Report Cards  
Emerging and Integrative Climate Science
- Service Area 2 – Water Risk Management  
Groundwater Strategies  
Source Protection Strategies  
Regional Monitoring – Water  
Hydrology  
Flood Plain Mapping  
Flood Forecasting and Warning  
Flood Risk Management  
Flood Infrastructure and Operations  
Erosion Management Capital Works  
Hazard Monitoring

- Service Area 3 – Regional Biodiversity
  - Aquatic System Priority Planning
  - Terrestrial (and Integrated) Ecosystem Planning
  - Nature Channel Design
  - Restorations Opportunities Bank
  - Regional Monitoring – Biodiversity
  - Activity Based Monitoring
  - Terrestrial Inventory and Assessment
  - Watershed Restoration
  - Shoreline Restoration
  - Wetlands Restoration
  - Riparian and Flood Plain Restoration
  - Natural Channel and Stream Restoration
  - Wildlife Habitat Management
  - Inland and Lakefill Soil Management
  - Compensation Restoration
  - Forest Management Planning
  - Forest Management Operations
  - Managed Forest Tax Incentive Planning
  - Invasive Species Management
  - Hazard Tree Management
- Service Area 4 – Greenspace Securement and Management
  - Greenspace Planning
  - Greenspace Land Acquisition
  - Resource Management Planning
  - Inventory and Audit
  - Implementation
  - Hazard Management
  - Archaeology
  - Property Taxes and Insurance
- Service Area 5 – Tourism and Recreation
  - Conservation Parks
  - Waterfront Parks
  - Trail Planning, Development and Management
  - Events and Festivals
- Service Area 6 – Planning and Development Review
  - Policy Development and Review
  - Development Planning and Regulation Permitting
  - Environmental Assessment Planning and permitting
- Service Area 7 – Education and Outreach
  - School Programs
  - Family and Community Programs



## Newcomer Employment and Education

- Service Area 8 – Sustainable Communities

Living City Transition Program

Sustainable Neighbourhoods

Community Transformation

Partners in Project Green

Urban Agriculture

Sustainable Technology Evaluation Program

Climate Consortium

Green Infrastructure Ontario

Community Engagement

Citizen Based Regeneration

Stewardship

Watershed Engagement

## Attachment 5 – Template Service Level Agreement

THIS SERVICE LEVEL AGREEMENT made the     day of     , 20\_\_.

B E T W E E N:

REGION/CITY/TOWN/TOWNSHIP OF \_\_\_\_\_

("Municipality")

OF THE FIRST PART

- and -

TORONTO AND REGION CONSERVATION AUTHORITY

("TRCA")

OF THE SECOND PART

### RECITALS

WHEREAS TRCA is a conservation authority established under the Conservation Authorities Act ("Act") and is governed by its partner municipalities in accordance with the Act;

AND WHEREAS a Partner Municipality is located wholly or in part within the area under the jurisdiction of TRCA;

AND WHEREAS the Act permits TRCA to provide non-mandatory programs and services on behalf of a Municipality under a memorandum of understanding or such other agreement as may be entered into with the Municipality;

AND WHEREAS a Municipality is requesting TRCA to deliver programs and services on behalf of the Municipality, within TRCA's areas of expertise and jurisdiction, that fall within the Service Areas attached hereto as **Schedule "A"**;

AND WHEREAS the Council of the Municipality has authorized the Municipality to enter into this service level agreement with TRCA for the delivery of municipal programs and services;

AND WHEREAS the Municipality and TRCA wish to enter into this Agreement to document the terms and conditions for the municipal programs and services to be performed by the TRCA on behalf of the Municipality;



AND WHEREAS where it is mutually desirable to further specify the details of programs or services, such details shall be set out in separate Letter Agreements to be signed by authorized staff of each Party, from time to time;

**NOW THEREFORE** the parties hereto agree and covenant with one another as follows:

## **PART I – INTERPRETATION**

### **Definitions**

1. For the purposes of this Agreement, including the preceding recitals:

- a) **"Agreement"** means this Service Level Agreement, including the Schedules attached hereto;
- b) **"Completion Date"**, in relation to a time-limited Program or Service, such as a Construction Project, shall mean the date it is completed, as agreed to by the parties and set out in the applicable Letter Agreement;
- c) **"Construction Project"** means any program or services involving construction or restoration works;
- d) **"Consulting and Design Project"** means any program or services involving construction or restoration works;
- e) **"Contractor"** means any contractor or consultant retained by the TRCA in relation to any specific Program or Service, and includes professional consultant, including any architect, engineers, landscape consultant, project or construction manager, and any other consultants or entities retained by TRCA;
- f) **"Force Majeure"** has the meaning set out in section 12 of this Agreement;
- g) **"Letter Agreement"** and **"Memorandum of Understanding"** means a separate agreement to be entered into by the TRCA and the Municipality in relation to certain Programs and Services setting out further details and specific requirements, including roles and responsibilities, workplans, payment terms and timelines for deliverables;
- h) **"Programs and Services"** means work within a Service Area to be provided by the TRCA on behalf of the Municipality, and **"Program"** and **"Service"** has a corresponding meaning;
- i) **"Responsible Municipal Official"** means the Municipality's Senior Manager or Manager responsible for a particular Project, and includes his or her designate or successor;
- j) **"Service Area"** means any Program or Service area identified in Schedule "A";

2. (1) In this Agreement:

- a) grammatical variations of any terms defined herein have similar meanings to such defined terms;
- b) words in the singular include the plural and vice-versa; and
- c) the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement, or be used to explain or clarify the clauses or paragraphs below which they appear.

3. The attached Schedules form part of this Agreement.

## **PART II – GENERAL TERMS**

### **Term of Agreement**

4. (1) The term of this Agreement will be for a period of four (4) years commencing on the date the Agreement is made ("**Initial Term**").

(2) The parties may extend this Agreement for additional four (4) year terms ("**Extension Term**"), provided the Agreement is reviewed prior to any extension of the Agreement.

### **Review of Agreement at Regular Intervals**

5. (1) This Agreement shall be reviewed by the Parties on an annual basis.

(2) It shall be TRCA's responsibility to initiate the annual review with the Municipality.

### **Agreement Available to the Public**

6. This Agreement shall be made available to the public on request.

### **Communications Protocol**

7. As applicable, the Parties shall establish a communications protocol in respect of the programs and services governed by this Agreement.

### **Service Delivery Standards**

8. Each Letter Agreement and Memorandum of Understanding will set out service delivery standards that TRCA is required to meet.

### **Municipality Responsibility to Consult on Budget Changes**

9. The Municipality shall consult with TRCA 180 days, or as soon as reasonably possible, in advance of a proposed change to approved budgets related to this Agreement.

### **Records**

10. (1) The TRCA shall prepare and maintain proper and accurate books and records respecting Programs and Services provided under this Agreement and any Letter Agreement.

(2) In order to provide data for the calculation of fees on a time basis (where applicable), the TRCA shall keep a detailed record of the (where applicable) time spent by and the salaries paid to its staff working on the Programs and Services.

(3) The Municipality at its own cost may audit all financial and related records associated with the terms of this Agreement and the Letter Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the TRCA. The TRCA shall at all times during the term of this Agreement and any Letter Agreement, and for a period of seven (7) years following completion or termination, keep and maintain records of the Programs and Services performed. The TRCA shall at its



own expense make such records available for inspection and audit by the Municipality at all reasonable times.

### **Release and Indemnity**

11. (1) The TRCA hereby releases and shall indemnify, defend and hold harmless the Municipality, its agents, officers, employees, contractors and elected and appointed officials of, from and against all losses, costs, liens, proceedings, actions, suits, claims and demands whatsoever in any way arising out of the failure of the TRCA to fulfill its obligations under this Agreement or a Letter Agreement, however, the TRCA's obligation to indemnify, defend and hold harmless the Municipality shall not extend to the Municipality's negligence, or that of any of its employees, servants, agents or persons for whom it is responsible.

### **Insurance**

12. (1) As required by the Municipality, acting reasonably, the TRCA shall obtain, maintain and provide to the Municipality, Certificates of Insurance of the following insurance policies issued by an insurance company licensed to write in the Province of Ontario, and shall ensure that the following insurance policies are maintained and kept in force at all times during the currency hereof, unless otherwise set out in the Letter Agreement:

(a) Commercial General Liability Insurance as follows:

(i) is in the amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence;

(ii) adds the Municipality, its boards, agencies and commissions and subsidiary operations, as applicable, as additional insured(s) but only with respect to liability arising out of the operations of the TRCA;

(iii) has provisions for cross-liability and severability of interests, blanket form contractual liability, owners' and contractors' protective liability, broad form property damage, products and completed operations, non-owned automobile liability and any other provision relevant as detailed in the Letter Agreement or this Agreement, and if applicable, coverage for blasting, shoring, pile driving and collapse;

(b) Standard Automobile Liability Insurance for all owned or leased/licensed vehicles used in connection with the Project, in the amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence;

(c) Professional liability (errors & omissions) insurance in the amount of One Million Dollars (\$1,000,000.00) and/or cause the Contractor in relation to any services, where such Contractor is under a professional obligation to maintain the same, and with proof of such insurance to be provided to the Municipality no later than the execution of this agreement with the vendor. Notwithstanding anything to the contrary contained in the Letter Agreement, the policy will be kept in full force and effect for a period of time ending no sooner than two (2) years after the termination or expiry of the Letter Agreement or completion of the work, as the case may be; and

(d) Pollution liability insurance with a limit of two million (\$2,000,000) for sudden and accidental and gradual pollution claim incidents associated with the Project.

(2) All policies of insurance required to be provided pursuant to this section shall contain or be subject to the following terms and conditions:

(a) each Certificate shall contain provision requiring the insurers to notify the Municipality in writing at least thirty (30) days before any cancellation of the insurance required under this clause;

(b) the parties agree that insurance policies may be subject to deductible amounts, which deductible amounts shall be borne by the TRCA;

(c) before the expiry of the policies of insurance, original signed certificates evidencing renewal will be provided to the Municipality without notice or demand.

## **Notice**

13. Any notice in respect of this Agreement shall be in writing and shall be sufficiently given or made if made in writing and either delivered in person during normal business hours of the recipient on a business day to the party for whom it is intended to the address as set out below, or sent by registered mail or by email addressed to such party as follows:

(1) in the case of Municipality, to:

Attention:

(2) in the case of the TRCA, to:

Toronto and Region Conservation Authority  
101 Exchange Avenue Concord ON L4K 5R6

Attention: John MacKenzie, Chief Executive Officer

Email. John.MacKenzie@trca.ca

or to such other addresses as the parties may from time to time notify in writing, and any notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption of postal service affecting the delivery or handling thereof, on the third business day after the date of mailing.

## **Force Majeure**

14. (1) Neither party shall be in default with respect to the performance or non-performance of the terms of the Letter Agreement or this Agreement resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) including, without limitation, any delay caused by strike, lock-out, inability to procure material, restrictive laws or governmental regulations or other cause beyond the reasonable control of such party and not caused by the act or omission of such party and the Completion Date shall be extended by any such period of delay.

(2) The TRCA acknowledges and agrees that it shall not receive any compensation whatsoever in the event that a strike, lock-out or other labour disruption prevents, delays or otherwise interferes with the TRCA's ability to deliver the Programs and Services, and the Municipality shall not be liable for any loss whatsoever suffered as a result thereof.

## **Governing Law**



15. This Agreement and any Letter Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be treated in all respects as an Ontario contract.

#### **Approvals in Writing**

16. Any approval or consent required of the Municipality under a Letter Agreement may be given by the Responsible Municipal Official or any person specifically authorized by them in writing to do so.

#### **No Agency**

17. Nothing herein contained shall make, or be construed to make the Municipality or the TRCA a partner of one another nor shall this Agreement or a Letter Agreement be construed to create a partnership, joint venture or employment relationship between any of the parties hereto or referred to herein.

#### **Invalidity of any Provision**

18. If any provision of this Agreement or any Letter Agreement is invalid, unenforceable or unlawful, such provision shall be deemed to be deleted from this Agreement and all other provisions of this Agreement shall remain in full force and effect and shall be binding in all respects between the parties hereto.

#### **Dispute Resolution**

19. In the event any dispute that arises in respect of the implementation of this Agreement, the Parties will endeavour to resolve the matter through negotiation without the use of formal mediation or adjudication.

#### **Further Assurances**

20. The Parties agree to execute and deliver to each other such further written documents and assurances from time to time as may be reasonably necessary to give full effect to the provisions of this Agreement.

#### **Entire Agreement**

21. This Agreement embodies and constitutes the sole and entire Agreement between the Parties. This Agreement cannot be altered, amended, changed, modified or abandoned, in whole or in part, except by written agreement executed by the parties, and no subsequent oral agreement shall have any validity whatsoever.

#### **Acknowledgement**

22. Each party hereto acknowledges that it and its legal counsel have reviewed and participated in settling the terms and this Agreement.

#### **Binding Agreement**

22. This Agreement shall enure to the benefit and be binding upon the parties hereto and their respective heirs, executors, representatives and successors permitted hereunder.

« SIGNATURE LINES ON NEXT PAGE »

Draft for comment



**IN WITNESS WHEREOF** the Municipality and the TRCA have signed this Agreement.

**MUNICIPALITY**

\_\_\_\_\_  
Name  
Position

\_\_\_\_\_  
Name  
Position

I / We have authority to bind the Municipality.

**TORONTO AND REGION CONSERVATION AUTHORITY**

\_\_\_\_\_  
John MacKenzie  
Chief Executive Officer

I have authority to bind the TRCA.

## **LIST OF SCHEDULES**

### **Schedule "A"**

TRCA Service Areas

### **Schedule "B"**

Specific Programs and Services to be Provided by TRCA &  
Approved Scope of Work and Budget

### **Schedule "C"**

Additional Terms of Agreement for Construction Projects  
Form of Letter Agreement for Construction Projects

### **Schedule "D"**

Additional Terms of Agreement for Construction Consulting and Design Projects  
Form of Letter Agreement for Consulting and Design Projects

### **Schedule "E"**

Additional Terms of Agreement for Environmental Assessment Review Services  
Form of Letter Agreement for Environmental Assessment Review Services

### **Schedule "F"**

Additional Terms of Agreement for Development and Engineering Services  
Form of Letter Agreement for Development and Engineering Services



## Schedule "A"

### TRCA Service Areas

- Service Area 1 – Watershed Studies and Strategies
- Service Area 2 – Water Risk Management
- Service Area 3 – Regional Biodiversity
- Service Area 4 – Greenspace Securement and Management
- Service Area 5 – Tourism and Recreation
- Service Area 6 – Planning and Development Review
- Service Area 7 – Education and Outreach
- Service Area 8 – Sustainable Communities

### Scope of Work Available for each Service Area

- Service Area 1 – Watershed Studies and Strategies

Watershed Plans and Strategies

Report Cards

Emerging and Integrative Climate Science

- Service Area 2 – Water Risk Management

Groundwater Strategies

Source Protection Strategies

Regional Monitoring – Water

Hydrology

Flood Plain Mapping

Flood Forecasting and Warning

Flood Risk Management

Flood Infrastructure and Operations

Erosion Management Capital Works

Hazard Monitoring

- Service Area 3 – Regional Biodiversity

Aquatic System Priority Planning  
Terrestrial (and Integrated) Ecosystem Planning  
Nature Channel Design  
Restorations Opportunities Bank  
Regional Monitoring – Biodiversity  
Activity Based Monitoring  
Terrestrial Inventory and Assessment  
Watershed Restoration  
Shoreline Restoration  
Wetlands Restoration  
Riparian and Flood Plain Restoration  
Natural Channel and Stream Restoration  
Wildlife Habitat Management  
Inland and Lakefill Soil Management  
Compensation Restoration  
Forest Management Planning  
Forest Management Operations  
Managed Forest Tax Incentive Planning  
Invasive Species Management  
Hazard Tree Management

- Service Area 4 – Greenspace Securement and Management

Greenspace Planning  
Greenspace Land Acquisition  
Resource Management Planning  
Inventory and Audit  
Implementation  
Hazard Management  
Archaeology  
Property Taxes and Insurance



- Service Area 5 – Tourism and Recreation

Conservation Parks

Waterfront Parks

Trail Planning, Development and Management

Events and Festivals

- Service Area 6 – Planning and Development Review

Policy Development and Review

Development Planning and Regulation Permitting

Environmental Assessment Planning and permitting

- Service Area 7 – Education and Outreach

School Programs

Family and Community Programs

Newcomer Employment and Education

- Service Area 8 – Sustainable Communities

Living City Transition Program

Sustainable Neighbourhoods

Community Transformation

Partners in Project Green

Urban Agriculture

Sustainable Technology Evaluation Program

Climate Consortium

Green Infrastructure Ontario

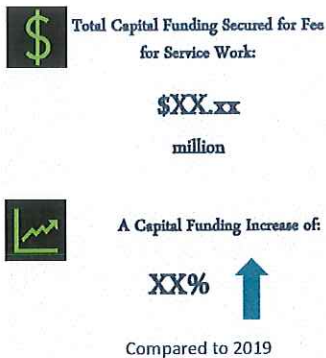
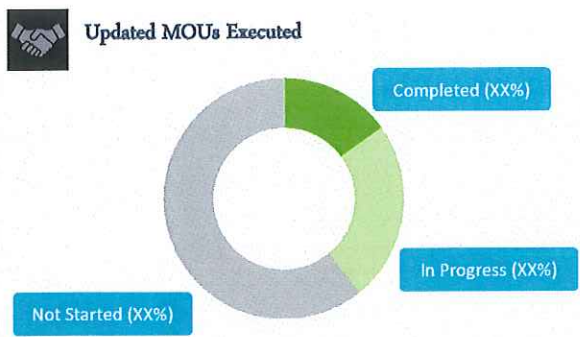
Community Engagement


Citizen Based Regeneration

Stewardship


Watershed Engagement

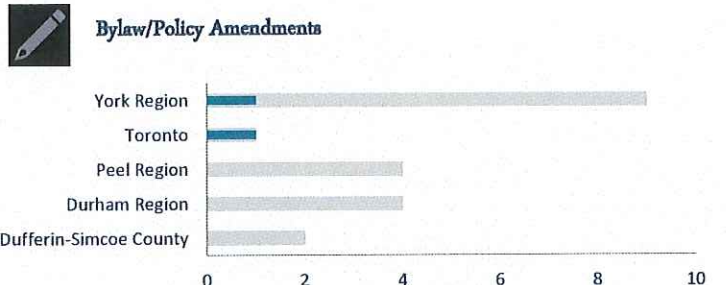
Attachment 6 - Updated MOUs/SLAs with Partner Municipalities Dashboard



 Next Steps

Task	Timing
Continue meetings/discussion with partner municipalities to determine MOU/SLA scope and details	Q2 – Q4 2020
Prepare draft reports and draft MOU's for partner review and Council consideration	Q2 2020 – Q1 2021
Updates to TRCA Board of Directors, MECP, and municipal Councils on status of TRCA and partner MOUs/SLAs	Q2 2020 – Q2 2021

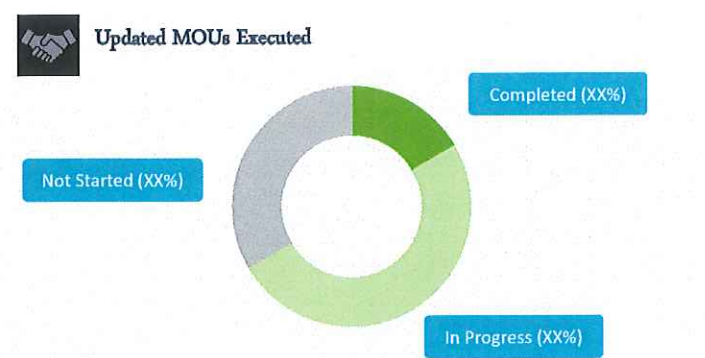
-  Project Updates
- Update on Memorandums of Understanding and Service Level Agreements with Partner Municipalities report presented at TRCA Executive Committee Meeting #11/19
  - Update on Planning Act Related Memorandums of Understanding and Service Level Agreements with Partner Municipalities report presented at TRCA Board of Directors Meeting #3/20
  - Meetings occurred with municipal partners from Q1-Q2 2020.
  - Detailed scan of partner municipality single/sole-source bylaw/policy completed March 2020.



The Conservation Authorities Act was amended on June 6, 2019 as part of Schedule 2 of Bill 108, which was entitled the "More Homes, More Choice Act". It is anticipated that partner municipalities will be required to enter in to a separate MOU with TRCA to obtain certain types of services currently provided. While Bill 108 is now law, the final regulations have not been issued by MECP at this time.




Updated MOUs/SLAs with Partner Municipalities Dashboard - Durham



 Submitted for Municipal Review

	Pickering	Ajax	Uxbridge	Durham Region
Draft Updated MOU				
Draft Council Report Template				



 Total Number of MOUs and SLAs in Place

Municipality	2019	2020
Pickering	x	y
Ajax	x	y
Uxbridge	x	y
Durham Region	x	y

-  Fee for Service Work
- Examples of fee for service work for partners in Durham include:
- Carruthers Creek Watershed Plan
  - Paradise Park Wetland Restoration
  - Seaton Lands Restoration and Invasive Species Strategy
  - Seaton Development Watershed Monitoring Program
  - Pickering-Ajax Dyke Rehabilitation Environmental Assessment