



MEMORANDUM OF UNDERSTANDING (“MOU”)

THIS AGREEMENT dated this 7th day of February 2024

BETWEEN:

THE NOTTAWASAGA VALLEY CONSERVATION AUTHORITY
(hereinafter called “Authority”)

OF THE FIRST PART

and

TOWNSHIP OF MULMUR
(Hereinafter called the “Member”)

OF THE SECOND PART

WHEREAS the Nottawasaga Valley Conservation Authority is a conservation authority established under the Conservation Authorities Act, R.S.O. 1990, c. C.27, as amended, (the “Act”) and is governed by its participating municipalities in accordance with the Act;

AND WHEREAS the Corporation of the Township of Mulmur is a lower-tier municipality, located wholly or partly within the area under the jurisdiction of the Authority;

AND WHEREAS pursuant to Sections 25 and 27 of the Act, Conservation Authorities are authorized to apportion costs to their members for the delivery of mandatory programs and services prescribed by the Regulations and general operating expenses;

AND WHEREAS pursuant to Sections 25 and 27 of the Act and Ontario Regulation 687/21 Conservation Authorities may enter into an agreement to allow for the apportionment of costs to Members for programs services, other than mandatory services;

AND WHEREAS under the Act, Category 2 and 3 programs and services deemed advisable by the Authority may be provided with municipal funding subject to a memorandum of understanding (“MOU”) or other such agreement;

AND WHEREAS the Authority is prepared to provide certain non-mandatory programs services to and/or on behalf of and/or within the boundaries of the Member;

AND WHEREAS the Member wishes to avail themselves of the non-mandatory programs and services attached hereto as Schedule ‘A’;

AND WHEREAS under the Act and the Minister's Fee Classes Policy, the Authority may establish fees to be charged for the program or service;

NOW THEREFORE, in consideration of the terms of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall be valid for the 2024 calendar year and may be reviewed by the Parties prior to the expiry date of December 31, 2024 to determine if renewal is desired.
2. The Authority agrees to provide to the Member the programs and services outlined in the Inventory of Services and Programs attached hereto as Schedule "A" to this Agreement.
3. The Member agrees to support the Inventory of Services and Programs outlined in Schedule 'A' throughout the period of this Agreement.
4. Notwithstanding the foregoing, the Authority further acknowledges and agrees that a minimum of one educational program shall be conducted annually within the Township of Mulmur to satisfy Category 3 school and community programs and events outlined in Schedule 'A'.
5. The Member and Authority agree that the costs associated with the delivery of all programs and services outlined in Schedule A, shall be funded through the Member's municipal apportionment as stated in 2024 approved budget.
6. Municipal apportionment and assessment values used to determine the modified current value assessment (MCVA) shall be attached hereto as Schedule 'B' to this Agreement.
7. The Authority's final approved budget for Category 1, 2 and 3 shall be appended as Schedule 'C' to this Agreement.
8. The Authority will not add to or delete from the programs and services funded through municipal apportionment without first consulting with the Member. Any such change would require an amendment to this Agreement agreed to in writing by all Parties and approved through the annual budget process.
9. When preparing its annual budget, the Authority agrees to follow the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act, including preparation of a draft budget, consultations with participating municipalities, rules for voting to approve the apportionment and preparation of the final budget.

10. The Parties will maintain and comply with the current prescribed methods of apportionment (i.e. weighted vote based upon current value assessment in the watershed for approval of the levy), or where permitted in accordance with applicable regulations, by agreement.
11. The Parties agree that the Authority may, where applicable, charge a fee (user fee) for a Category 3 program or service. Any such fee collected for the programs and services identified in Schedule 'A' shall be used to offset the municipal apportionment costs associated with providing the Category 2 and 3 programs and/or services for which the fee is collected.
12. Where Category 2 and 3 programs and services funded, whole or in part, by the Member involve user fees, such user fee shall only be imposed in accordance with the Authority's fee policy and fee schedules adopted in accordance with the provisions of the Act, or otherwise in accordance with provisions set out in an agreement between the Authority and the Member.
13. Unless otherwise provided for within the Act, if a dispute arises between the parties, including in respect of the content or interpretation of this Agreement, and which has not been resolved within sixty (60) days, such dispute may be submitted to a third party mediator, the choice of mediator to be agreed upon by the parties, and failing agreement to choose a mediator within an additional sixty (60) days, the mediator to be appointed by a judge of the Superior Court, for resolution via non-binding mediation conducted pursuant to the National Mediation Rules of the ADR.
14. Early termination of the agreement by any party to the agreement must be given at least 30 days before the early termination date or such greater period of time before the early termination date as may be specified in the agreement.
15. Neither Party shall be in default with respect to the performance or non-performance of the terms of the Agreement resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) that could not reasonable have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, act of government authority (other than by the Member), plague, epidemic, pandemic, natural disaster, strike, lockout, inability to procure material, acts, laws or regulations of government authority or other cause beyond the reasonable control of such party and not caused by the act or omission of such party, and the performance of such term or terms shall be extended for a period equivalent to the period of such delay. This provision should not relieve the Member of its obligation to pay fees and costs when due.
16. If any provision of this 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.

17. Representatives for the two Parties will be the Clerk from the Township of Mulmur and the Chief Administrative Officer from the NVCA.

SIGNED SEALED AND DELIVERED THIS 8th DAY OF FEBRUARY, 2024.

THE NOTTAWASAGA VALLEY CONSERVATION AUTHORITY

Per: 
Chair Gail Little

Per: 
Chief Administrative Officer Doug Hevenor

I/we have the authority to bind the Corporation

SIGNED SEALED AND DELIVERED THIS 7th DAY OF FEBRUARY, 2024.

THE CORPORATION OF THE TOWNSHIP OF MULMUR

Per: 
Mayor Janet Horner

Per: 
Clerk Roseann Knechtel

I/we have the authority to bind the Corporation