

**THIS SECOND AMENDING AGREEMENT
TO MEMORANDUM OF UNDERSTANDING (the “Agreement”)**

BETWEEN:

THE CORPORATION OF THE REGIONAL MUNICIPALITY OF PEEL
(hereinafter, “Participating Municipality”)

AND:

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

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

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

AND WHEREAS the Parties have entered into a Memorandum of Understanding (“MOU”) dated January 1, 2024 with respect to TRCA’s provision of programs and services and other related matters under the Act, which MOU was amended with a termination date of December 31, 2024;

AND WHEREAS the Parties have entered into an Amending Agreement to the MOU, which extended the termination of the MOU until December 31, 2026;

AND WHEREAS the parties wish to further extend the term of the MOU and make certain amendments;

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. Section 1 of the MOU is hereby deleted and replaced with the following:

“1. This MOU shall commence on the Effective Date and shall continue until December 31, 2030.”

2. Sections 13, 14, 15, and 16 of the MOU are hereby deleted and replaced with the following:

“13. TRCA may not assign, subcontract, or otherwise transfer this MOU or any of its rights, benefits, and/or obligations under this MOU without the Region’s prior written consent. Notwithstanding the foregoing, this section does not apply to the transition required to give

effect to the amalgamation of TRCA with the Central Lake Ontario Conservation Authority as required under the Act. Section 1.3(3)(1) of the Act shall apply, such that all rights and obligations under this MOU shall become the rights and obligations of the new conservation authority once amalgamation takes effect.

14. The Participating Municipality may assign, transfer, convey, or otherwise dispose of this Agreement or any of its rights, benefits, warranties, and/or obligations therein, in whole or in part, without the prior written consent of but with written notice to TRCA, in the following circumstances:

- (a) to one or more municipalities;
- (b) to a municipal service board;
- (c) to a municipal business corporation; or
- (d) if an assignment, transfer, conveyance or other disposition is required for any other reason, including as a result of, or pursuant to, a court order or a legislative act, including the *Peel Transition Implementation Act, 2025*, the *Building Faster Act, 2025*, the *Conservation Authorities Act*, and resulting changes to the *Municipal Act, 2001*, as well as any regulations made thereunder;

(collectively the “**Assignee**”).

15. In the event of an assignment, transfer, conveyance or other disposition in accordance with paragraph 14 above, TRCA shall be responsible to immediately transfer any insurance, warranties, securities, or other similar rights and obligations to the Assignee, or to make alternative arrangements for such rights and obligations to the satisfaction of the Assignee.

16. Upon assignment, transfer, conveyance or other disposition to the Assignee of the Participating Municipality’s rights and obligations under the MOU, the Participating Municipality shall be released from its rights and obligations arising thereunder.”

- 3. Capitalized expressions used herein, unless separately defined, shall have the same meaning as ascribed to them in the MOU, as amended.
- 4. The parties hereto represent and warrant that each has the full right, power and authority to enter into this Agreement with the other and each shall indemnify and save harmless the other in all respects thereto. The parties hereto agree to execute all further assurances that each may reasonably request to give effect to the foregoing.
- 5. All other terms and conditions contained in the MOU, as amended and extended, shall remain unchanged, with time continuing to be of the essence.
- 6. The parties agree that the MOU, as amended and extended, shall be governed by the laws of Ontario and all disputes arising in connection with the Agreement, as amended and extended, shall be determined exclusively by the courts in Ontario.

7. The parties agree that the execution of this Agreement may be facilitated through electronic means and/or this Agreement may be executed in several counterparts and any such electronic copy and any such counterpart shall be deemed to be an original and such electronic copies or such counterparts together shall constitute one and the same instrument and shall have the same force and effect as an executed original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their authorized signing officers who have asserted their authority to execute this Agreement.

Dated this ____ day of 2026-08-24, 2026

**TORONTO AND REGION
CONSERVATION AUTHORITY**

Per: _____
Name: John MacKenzie
Title: Chief Executive Officer

DocuSigned by:

86D0Q3A745F94B1...

Per: _____
Name: Dave Barton
Title: Chair, TRCA Board of Directors

Signed by:

3B262ABE55CB47E...

Dated this ____ day of 2026-08-24, 2026

Document Execution No.

I Have Authority to Bind the
Regional Corporation

Legal File No. B33079

**THE CORPORATION OF THE REGIONAL
MUNICIPALITY OF PEEL**

Per: _____
Name: Kealy Dedman
Title: Commissioner of Public Works

Signed by:

91F24DCAA25B487...